AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M001	See Block 16 C.	N/A	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* Mutual Agreement

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return __3__ copies to the issuing office.

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

(Continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to:

1. Adjust the period of performance in the original contract - Sections B and F are changed to reflect (i) the actual award date rather than the anticipated award date specified in the Request for Proposal (RFP) and (ii) the actual performance periods and term of contract as a result of the stay of performance due to a protest of the contract award and the notice to proceed. The originally intended term (after the transition term) of a base contract period of five years and an option to extend for up to five additional years remains unchanged, except for the actual dates. As a result of adjusting the performance dates, the originally awarded fixed fee and total available fee have been reallocated to the applicable adjusted performance periods.

2. Incorporate the RFP amendments - The original contract was awarded without discussions with the incorporation of the three RFP amendments by reference. Each of the RFP amendments is hereby incorporated into the text of the contract.

3. Revise fill-in information contained in Section I clauses - I.17 and I.50.

4. Restate the contract in its entirety – As a result of the changes above, this modification is a restatement of the entire contract through modification M001. Except as provided herein, all terms and conditions of the document referenced in block 10A, remained unchanged and in full force and effect.

Attachments: B-J/w Attachments

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A002	See Block 16 C.	08-SR22470.001	

6. ISSUED BY CODE MOSD

U.S. Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802

7. ADMINISTERED BY *(If other than Item 6)* Code

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*

Savannah River Nuclear Solutions, LLC
6160 Woodside Executive Court
Aiken, SC 29803

CODE FACILITY CODE

9.A. AMENDMENT OF SOLICITATION NO.

9.B. DATED *(SEE ITEM 11)*

✓ 10.A. MODIFICATION OF Contract/Order NO.
DE-AC09-08SR22470

10.B. DATED *(SEE ITEM 13)*
January 10, 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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

TP 08 36 410200 89X0251.91 25400 1110947 0001761 $2,000,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000) and DEAR 970.5243-1 Changes (DEC 2000)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return __3__ copies to the issuing office.

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

(Continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
JOHN W. TEMPLE CONTRACTING OFFICER	ANGELA S. MORTON CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John W Temple *(Signature of person authorized to sign*	6/19/08	BY Angela S. Morton *(Signature of Contracting Officer)*	6/19/08

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section J, Appendix D, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $2,000,000 are obligated for use in the performance of the subject contract for Transition Activities. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $7,000,000.

2. PART III – SECTION J, Appendix D, Key Personnel, is replaced in its entirety with a new attached PART III – SECTION J, Appendix D.

All other terms and conditions remain unchanged.

Attachment: SECTION J, Appendix D

End of Standard Form 30

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

SECTION J - LIST OF ATTACHMENTS

APPENDIX D

KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

Name	Title
Munns, Charles	President
Bhattacharyya, Sam	SRNL Director
Chiou, JD	Director, Closure Projects & Waste Management
Dohse, Fred	Director, Nuclear Materials Operations
Eshelman, Roger	EVP, Operations
Fagan, Jon	Chief Engineer & Nuclear Safety Officer
Gentile, Chris	VP, Tritium Operations
Guinn, Linda	General Counsel
Hodge, Esther	Director, Human Resources
Slocum, Richard	Director, Site Infrastructure & Project Support
Powell, Norm	Director, Site Interfaces
Sependa, Jack	EVP, Programs
Umek, Anthony	Director, ESH&Q
Wilson, Veasey	Director, Business Services

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A003	See Block 16 C.	08-SR22470.002	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

01250	08	36	410200	EY8648110	25400	1110947	0001761	$1,590,595
01250	08	36	410200	EY8648130	25400	1110949	0001763	$40,304
01250	08	36	410200	EY8748140	25400	1110952	0001764	$369,101

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [x] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $2,000,000 are obligated for use in the performance of the subject contract for Transition Activities. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $9,000,000.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Angela S. Morton *(Signature of Contracting Officer)*	16C. DATE SIGNED JUL 0 8 2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A004	See Block 16 C.	08-SR22470.002 and .003	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED JUL 29 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

TC	2008	36	410003	89X0240.91	$67,764,465.00
NS	2008	36	410003	89X0309.91	$37,043,576.00
TP	2008	36	410003	89X0251.91	$82,430,522.29
CN	2008	36	410003	89X0319.91	$11,160,000.00
AD	2008	36	410003	89X9313.91	$53,000.00
VE	2008	36	410003	89X4180.91	$3,691,000.00
SA	2008	36	410003	89X0228.91	$3,872,000.00

Funds Obligated for Transition Activities:

01250	2008	36	410200EY8748140	25400	1110952	0001764	$1,000,000.00

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $1,000,000 are obligated for use in the performance of the subject contract for Transition Activities, and $206,014,563.29 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $216,014,563.29.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A005	See Block 16 C.	08-SR22470.004	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

TP 2008 36 410003 EY8647120 25400 1110948 0000000 0410118 $813,383

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [x] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $813,383 are obligated for use in the performance of the subject contract for Transition Activities. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $216,827,946.29.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Angela S. Morton *(Signature of Contracting Officer)*	16C. DATE SIGNED JUL 31 2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A006	See Block 16 C.	08-SR22470.005	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Angela S. Morton *(Signature of Contracting Officer)*	16C. DATE SIGNED AUG 21 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	WFO	Dollar Amount
TP	2008	89X0251.91		$40,015,216.96
TC	2008	89X0240.91		$19,414,590.00
TF	2008	89X0243.91		$2,597,092.23
CN	2008	89X0319.91		$1,351,391.57
2T	2008	89X0240.92		$77,281.35
3T	2008	89X0240.93		$28,099,039.88
NS	2008	89X0309.91	3Z	$3,424,099.69
1Y	2008	89X0224.95	AD	$544,202.29
SA	2008	89X0228.91		$146,100.18
WA	2008	89X0222.91		$1,199,281.71
YA	2008	89X0224.91		$560,335.93
JA	2008	89X0213.91		$5,876.19
3F	2008	89X0243.93		$4,473,070.99
ZA	2008	89X0321.91		$799,486.82
3Y	2008	89X0224.93		$386,526.68
3Z	2008	89X0321.93		$140,122.41
AD	2008	89X0313.91		$2,260.68
2Z	2008	89Z0321.92		$103,301.14
VE	2008	89X4180.91		$178,043.50
2Y	2008	89X0224.92		$620,889.98
TOTAL				**$104,138,210.18**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $104,138,210.18 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $320,966,156.47.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A007	See Block 16 C.	08-SR22470.006	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED AUG 22 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2008	89X0251.91	$144,482,798.02
TC	2008	89X0240.91	$3,951,016.50
TOTAL			**$148,433,814.52**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $148,433,814.52 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $469,399,970.99.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A008	See Block 16 C.	08-SR22470.007	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED AUG 28 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2008	89X0251.91	$2,269,573.32
TC	2008	89X0240.91	$10,674,202.49
CN	2008	89X0319.91	$7,013.00
3T	2008	89X0240.93	- $4,701.51
NS	2008	89X0309.91	$606,336.77
TF	2008	89X0243.91	$426,272.00
ZA	2008	89X0321.91	$75,000.00
3Z	2008	89X0321.93	-$20,388.00
AD	2008	89X0313.91	$30,000.00
2Z	2008	89Z0321.92	$369,013.59
VE	2008	89X4180.91	$1,000,000.00
2Y	2008	89X0224.92	$192,243.96
NU	2008	89X0309	$36,899.28
TOTAL			**$15,661,464.90**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $15,661,464.90 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $485,061,435.89.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A009	See Block 16 C.	08-SR22470.008	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
CODE | FACILITY CODE		10.B. DATED *(SEE ITEM 13)* January 10, 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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED SEP 17 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2008	89X0251.91	$2,198,542.13
TC	2008	89X0240.91	$3,557,000.00
CN	2008	89X0319.91	$405,502.00
TF	2008	89X0243.91	$218,863.07
3T	2008	89X0240.93	$1,927,646.70
NS	2008	89X0309.91	$116,797.00
SA	2008	89X0228.91	$1,119,964.07
ZA	2008	89X0321.91	$425,778.00
3Z	2008	89X0321.93	$454,369.00
TOTAL			**$10,424,461.97**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $10,424,461.97 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $495,485,897.86.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (*If applicable*)
A010	See Block 16C	09-08SR22470.009	

6. ISSUED BY CODE	7. ADMINISTERED BY (*If other than Item 6*) CODE
U. S. Department of Energy **Savannah River Operations Office** **P.O. Box A** **Aiken, SC 29802**	

8. NAME AND ADDRESS OF CONTRACTOR (*No., street, county, State, and ZIP Code*)		9A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC **6160 Woodside Executive Court** **Aiken, SC 29803**		9B. DATED (*See Item 11*)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC09-08SR22470**
CODE FACILITY CODE		10B. DATED (*See Item 13*) **January 10, 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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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*)
See Page 2

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

	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 date, 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*) **DEAR 970.5232-4 Obligation of Funds (DEC 2000)**

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

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (*Type or print*)		16A. NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*) **Charlene Smith, Contracting Officer**	
15B. CONTRACTOR/OFFEROR (*Signature of person authorized to sign*)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Charlene Smith (*Signature of Contracting Officer*)	16C. DATE SIGNED 9/26/08

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA" (Continued)

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2008	89X0251.91	$1,359,185.17
TC	2008	89X0240.91	$ 40,384.00
TF	2008	89X0243.91	$ 1,706.99
3T	2008	89X0240.93	$ 168,961.00
SA	2008	89X0228.91	$3,418,349.60
3F	2008	89X0243.93	$3,472,634.00
3Y	2008	89X0224.93	$ 9,709.00
3Z	2008	89X0321.93	$ 57,540.00
2Z	2008	89Z0321.92	$ 10,000.00
TOTAL			**$8,538,469.76**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION" (Continued)

The purpose of this modification is to provide incremental funding as follows:

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $8,538,469.76 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $504,024,367.62.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A011	See Block 16 C.	08-SR22470.010	

6. ISSUED BY CODE	MOSD	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ____copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Angela S. Morton *(Signature of Contracting Officer)*	16C. DATE SIGNED SEP 30 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TC	2008	89X0240.91	$20,902,305.29
CN	2008	89X0319.91	($7,013.00)
TOTAL			**$20,895,292.29**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $20,895,292.29 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $524,919,659.91.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO A012	3. EFFECTIVE DATE See Block 16.C.	4. REQUISITION/PURCHASE REQ. NO 08SR22470	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. DEPARTMENT OF ENERGY Savannah River Operations Office Office of Contracts Management P.O. Box A, Aiken, SC 29802	CODE 8900 - 09	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A.AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9B.DATED (SEE ITEM 11)
	X	10A.MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
CODE / FACILITY CODE		10B.DATED (SEE ITEM 13) January 10,2008

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 ___ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter 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)
See Page 2

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

(☐)	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 date, 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) DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor X is not, __ is required to sign this document and return 3 copies to the issuing Office.

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

(continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Angela S. Morton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Angela S Morton	16C. DATE SIGNED OCT 29 2008
(Signature of person authorized to sign		(Signature of Contracting Officer)	

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA,: continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2009	89X0251.91	$101,181,625.00
TC	2009	89X0240.91	$ 61,504,578.00
TF	2009	89X0243.91	$672,025.00
CN	2009	89X0319.91	$595,000.00
NS		89X0309.91	$6,255,352.00
WA		89X0222.91	$76,000.00
ZA		89X0321.91	$608,860.00
3H		89X0315.93	$300,671.90
		Total	**$171,194,111.90**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation fo Funds," funds in the amount of $171,194,111.90 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the toal amount of funds obligated under this contract since its inception is $696,113,771.81.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (if applicable)
A013	See Block 16.C.	08SR22470	

6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
U.S. DEPARTMENT OF ENERGY Savannah River Operations Office Office of Contracts Management P.O. Box A, Aiken, SC 29802	8900 - 09		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13) January 10,2008

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 ___ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter 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)

See Page 2

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

(☐)	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 date, 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) DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor X is not, __ is required to sign this document and return 3 copies to the issuing Office.

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

(continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) D. Elaine Nix, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	11-24-08

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA,: continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TF	2009	89X0243.91	$570,000.00
TC	2009	89X0240.91	($ 499,140.24)
NS	2009	89X0309.91	$2,536,965.79
TP	2009	89X0251.91	42,497,000.00
2T		89X0240.92	($34,662.54)
CN		89X0319.91	$351,502.00
ZA		89X0321.91	$86,980.00
WA		89X0222.91	$373,227.02
3H		89X0315.93	$41,747.00
3T		89X0240.93	$327,158.28
3Y		89X0224.93	($735.82)
2H		89X0315.92	$174,973.78
3F		89X0243.93	$58,252.00
		Total	**$46,483,267.27**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation fo Funds," funds in the amount of $46,483,267.27 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the toal amount of funds obligated under this contract since its inception is $742,597,039.08.

2. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A014	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)* Code	
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000) and Mutual Agreement

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return __3__ copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JOHN W TEMPLE DIRECTOR, CONTRACTS & SUBCONTRACT MGT		ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John W Temple *(Signature of person authorized to sign*	12/19/08	BY Angela S Morton *(Signature of Contracting Officer)*	DEC 19 2008

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TF	2009	89X0243.91	$292,100.00
TC	2009	89X0240.91	$488,093.00
NS	2009	89X0309.91	($239,688.00)
TP	2009	89X0251.91	$23,603,780.89
CN	2009	89X0319.91	$45,916.68
3T	2009	89X0240.93	$1,869,287.00
3H	2009	89X0315.93	$77,670.00
2Y	2009	89X0224.93	($10,284.29)
1Y	2009	89X0224.93	($155.73)
VE	2009	89X4180.91	$300,000.00
2H	2009	8190315.93	$84,914.16
TOTAL			**$26,511,633.71**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section C, Statement of Work, as follows.

1. Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $26,511,633.71 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $769,108,672.79.

2. PART I – SECTION C, Statement of Work, is revised to incorporate the following work scopes into the contract, effective January 1, 2009.

    - Information Management Services, which include information strategic planning, Information Systems development, systems engineering infrastructure upgrades and improvements, system integration and configuration management, desktop/WAN production (operations, Help Desk, maintenance), cyber security program management, communications infrastructure including maintenance of radios, pagers, radio towers, conferencing (video and telephone) and cellular communications.

    - Health and Human Services which include medical services, injury/illness recordkeeping and monitoring, and health physics instruments calibration and distribution.

All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTR[illegible]ID COD[illegible]	PAGE OF PAGES
	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M015	See Block 16 C.	N/A	

6. ISSUED BY CODE MOSD

U.S. Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802

7. ADMINISTERED BY *(If other than Item 6)* Code

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*

Savannah River Nuclear Solutions, LLC
6160 Woodside Executive Court
Aiken, SC 29803

CODE FACILITY CODE

9.A. AMENDMENT OF SOLICITATION NO.

9.B. DATED *(SEE ITEM 11)*

✓ 10.A. MODIFICATION OF Contract/Order NO.
DE-AC09-08SR22470

10.B. DATED *(SEE ITEM 13)*
January 10, 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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* Mutual Agreement of the Contracting Parties

E. IMPORTANT: Contractor [ ] is not, [x] is required to sign this document and return 3 copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Veasey W. Wilson, Vice President, BS		ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign	1-30-09	BY *(Signature of Contracting Officer)*	JAN 30 2009

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to extend the fixed fee period for one month (through February 28, 2009) as the Performance Evaluation and Measurement Plan is being further refined and finalized. As a result of extending the fixed fee period and equitably adjusting the fixed fee for the month of February 2009, the available fee pool for the remaining 7-month period (March 1, 2009 – September 30, 2009) is adjusted as shown below.

The following changes are made to the terms and conditions of the contract:

1. Section B-2.2 is revised to read as follows:

B-2.2 Fixed Fee

The Contractor shall be paid a fixed fee of $10,325,707 for the first seven months of the base contract period August 1, 2008 – February 28, 2009.

2. Section B-2.3 (a) is revised to read as follows:

B-2.3 Total Available Fee

(a) The total available fee for the base period of the contract, beginning August 1, 2008, and the option period, if exercised, is shown below. The total available fee shall be made available in accordance with Section I Clause entitled, DEAR 970.5215-1 "Total Available Fee: Base Fee Amount and Performance Fee Amount." Since the total available fee for each period has been established below, there will be no annual negotiation of total available fee at the beginning of each fiscal year as contemplated in paragraph (b) of the above referenced clause.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

PERFORMANCE PERIOD	Total Available Fee
Base Contract Period	
August 1, 2008 – February 28, 2009	$10,325,707
March 1, 2009 – September 30, 2009	$22,502,292
October 1, 2009 – September 30, 2010	$50,354,780
October 1, 2010 – September 30, 2011	$49,750,000
October 1, 2011 – September 30, 2012	$48,950,000
October 1, 2012 – July 31, 2013	$48,145,000
Option Period	
August 1, 2013 – September 30, 2013	$7,890,000
October 1, 2013 – September 30, 2014	$46,535,000
October 1, 2014 – September 30, 2015	$45,730,000
October 1, 2015 – September 30, 2016	$44,930,000
October 1, 2016 – September 30, 2017	$44,211,120
October 1, 2017 – July 31, 2018	$39,363,880
Total Fixed and Available Fee	$458,687,779

3. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A016	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)* Code	
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return __3__ copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Angela S Morton *(Signature of Contracting Officer)*	16C. DATE SIGNED JAN 30 2009

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2009	89X0251.91	$38,266,714.54
TC	2009	89X0240.91	$4,762,381.07
2H	2009	8190315.92	$461,054.09
2T	2009	89X0240.92	$4,701.00
2Y	2009	89X0224.92	($39,650.80)
3F	2009	89X0243.93	$200,000.00
3H	2009	89X0315.93	$1,009,213.00
3T	2009	89X0240.93	$1,770,846.04
CN	2009	89X0319.91	$264,827.31
NS	2009	89X0309.91	$40,000.00
TF	2009	89X0243.91	$560,000.00
VE	2009	89X4180.91	$65,000.00
SA	2009	89X0228.91	$734,000.00
TOTAL			**$48,099,086.25**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section C, Statement of Work, as follows.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $48,099,086.25 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $817,207,759.04.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M017	See Block 16 C.		

6. ISSUED BY CODE 8900-08
U.S. Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802

7. ADMINISTERED BY *(If other than Item 6)* Code

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*

Savannah River Nuclear Solutions, LLC
6160 Woodside Executive Court
Aiken, SC 29803

CODE FACILITY CODE

9.A. AMENDMENT OF SOLICITATION NO.

9.B. DATED *(SEE ITEM 11)*

✓ 10.A. MODIFICATION OF Contract/Order NO.
DE-AC09-08SR22470

10.B. DATED *(SEE ITEM 13)*
January 10, 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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* Mutual Agreement

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return __3__ 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 incorporate the Contract Performance Evaluation and Measurement Plan (PEMP) and the Performance Based Incentives (PBIs) into this contract.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JOHN W. TEMPLE CONTRACTING OFFICER		JAMES LOVETT JR CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR John W Temple *(Signature of person authorized to sign*	15C. DATE SIGNED 2/27/09	16B. UNITED STATES OF AMERICA BY James Lovett *(Signature of Contracting Officer)*	16C. DATE SIGNED 2-27-09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A018	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE 8900-08

U.S. Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802

7. ADMINISTERED BY *(If other than Item 6)* Code

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*

Savannah River Nuclear Solutions, LLC
6160 Woodside Executive Court
Aiken, SC 29803

CODE	FACILITY CODE

9.A. AMENDMENT OF SOLICITATION NO.

9.B. DATED *(SEE ITEM 11)*

✓ 10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470

10.B. DATED *(SEE ITEM 13)* January 10, 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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* James Lovett, Jr. CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign		BY *(Signature of Contracting Officer)*	2-25-09

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
3T	2009	89X0240.93	$1,031,416.28
TC	2009	89X0240.91	$3,896,310.48
NS	2009	89X0309.91	$214,105.00
TP	2009	89X0251.91	$7,192,286.47
ZA	2009	89X0321.91	$748,820.00
TF	2009	89X0243.91	$11,000.00
1H	2009	8190315.95	$97,087.38
2H	2009	89X0315.92	$194,174.76
TOTAL			**$13,385,200.37**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section C, Statement of Work, as follows.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $13,385,200.37 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $830,592,959.41.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A019	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return __3__ copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* James Lovett, Jr. CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-20-09

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TF	2009	89X0243.91	$158,000.00
TC	2009	89X0240.91	$72,825,395.33
NS	2009	89X0309.91	$6,172,982.42
TP	2009	89X0251.91	$28,276,311.38
2H	2009	89X0315.92	$15,732.75
3F	2009	89X0243.93	$136,266.88
3H	2009	89X0315.93	$256,616.00
3T	2009	89X0240.93	($50,475.12)
CN	2009	89X0319.91	$286,752.00
JA	2009	89X0213.91	($4,752.97)
ZA	2009	89X0321.91	$169,000.00
WA	2009	89X0222.91	$24,000.00
YA	2009	89X0224.91	($12,167.79)
TOTAL			**$108,253,660.88**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section C, Statement of Work, as follows.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $108,253,660.88 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $938,846,620.29.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A020	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return __3__ copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* James Lovett, Jr. CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-25-2009

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TP	2009	89X0251.91	$55,092,656.59 (PENSION)
1H	2009	89X3015.91	$17,500.00
2H	2009	89X0315.92	$45,211.77
3H	2009	89X0315.93	$259,458.00
3T	2009	89X0240.93	-$4,368.30
TOTAL			**$55,410,458.06**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section C, Statement of Work, as follows.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $55,410,458.06 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is $994,257,078.35.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M022	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)* Code	
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* **Contract Clause DEAR 970.5243.1, Changes (DEC 2000)**

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JOHN W. TEMPLE CONTRACTING OFFICER		JAMES LOVETT JR CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-30-2009

14. Description of Amendment/Modification (continued)

A. This modification is issued to add the following contract clause:

H-60 Certification of Contractor's Earned Value Management System (EVMS)

Department of Energy (DOE) will conduct a review of the contractor's proposed EVMS for compliance with ANSI/EIA-748 per DOE Order 413.3A. The contractor shall submit an EVMS Certification Plan to DOE within 30 days of contract award or this contract modification, which ever is later, and receive EVMS certification no later than September 30, 2009.

B. All other terms and conditions remain unchanged.

Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A023	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* **DEAR 970.5232-4 Obligation of Funds (DEC 2000) and Contract Clause DEAR 970.5243.1, Changes (DEC 2000)**

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JOHN W. TEMPLE CONTRACTING OFFICER		JAMES LOVETT JR CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James Lovett *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-30-2009

14. Description of Amendment/Modification (continued)

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Operations:

Fund	Year	SGL	Dollar Amount
TF	2009	89X0243.91	$35,000.00
TP	2009	89X0251.91	$27,219,264.00
WA	2009	89X0222.91	$21,000.00
TOTAL			**$27,275,264.00**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section C, Statement of Work, as follows.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $27,275,264.00 are obligated for use in the Operation of SRS. As such, this Modification revises Contract Clause B-4 entitled "Obligation of Funds," to show that the total amount of funds obligated under this contract since its inception is 1,021,532,342.35.

This modification is issued to revise Section C Statement of work, as follows:

1. PART I – SECTION C, Statement of Work, is revised to incorporate the following work scope into the contract, effective April 1, 2009.

   • Transportation and Mechanical Services which include emergency specialty equipment services, transportation services on site and off site (non-nuclear), fuel management (all types), fire protection engineering, and fire test and maintenance (outside the nuclear fence).

2. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO A024	3. EFFECTIVE DATE See Block 16.C.	4. REQUISITION/PURCHASE REQ. NO 08SR22470	5. PROJECT NO. (if applicable)
6. ISSUED BY **U.S. DEPARTMENT OF ENERGY** **Savannah River Operations Office** **Office of Contracts Management** **P.O. Box A, Aiken, SC 29802**	CODE 8900 - 09	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A.AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC **6160 Woodside Executive Court** **Aiken, SC 29803**		9B.DATED (SEE ITEM 11)
	X	10A.MODIFICATION OF CONTRACT/ORDER NO. **DE-AC09-08SR22470**
CODE / FACILITY CODE		10B.DATED (SEE ITEM 13) **January 10,2008**

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 ___ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter 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)
See Page 2

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

(☐)	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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **DEAR 970.5232-4 Obligation of Funds (DEC 2000), Section H-54 Work Authorization System and Mutual Agreement of the Parties**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor __ is not, X is required to sign this document and return __3__ copies to the issuing Office.

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

(continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN W. TEMPLE Director, Contracts & Subcontract Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James Lovett Jr	
15B. CONTRACTOR/OFFEROR John W Temple (Signature of person authorized to sign)	15C. DATE SIGNED 4/8/09	16B. UNITED STATES OF AMERICA James Lovett (Signature of Contracting Officer)	16C. DATE SIGNED 4-8-09

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA, continued.

Funds Obligated for Recovery Act Projects:

Fund	B&R Code	Year	SGL	Dollar
EZ	FD511	2009	8909/100253	$138,900,000.00
EZ	FD512	2009	8909/100253	$ 31,200,000.00
EZ	FD513	2009	8909/100253	$ 87,600,000.00
EZ	FD530	2009	8909/100253	$ 130,000,000.00
			Total	$ 387,700,000.00

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

A. This modification is issued to obligate American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act) funds for the purpose of accelerating completion of Environmental Management (EM) Closure Activities specified in Section C-3.1(a) through C-3.1(c) of the contract.

B. Accordingly, pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $387,700,000.00 are hereby obligated for the EM Closure Activities **and** Contract Clause B-4 entitled "Obligation of Funds," is revised to show that the total amount of funds obligated under this contract since its inception is increased from $1,021,532,342.35 to $1,409,232,342.35.

C. The specific work funded by this modification is as follows:

Recovery Act Projects

Project A P Area Completion and Impacted Site Systems

- Complete deactivation and in situ decommissioning of P Reactor
  - Place 130,000 cubic yards of grout permanently
  - Treat 4,000,000 gallons of contaminated water from in the Reactor disassembly basin building
- Complete remediation of 12 waste units
  - Remediate 3 miles of underground process sewer lines
  - Remediate 100 acres of contaminated soils
- Install 2 vadose zone remediation systems

R Area Completion and Impacted Site Systems

- Complete deactivation and in-situ decommissioning of R Reactor
  - Place 130,000 cubic yards of grout permanently
- Complete characterization and remediation of 12 waste units Remediate
  - Remediate 120 acres of contaminated soils
  - Complete characterization of a 55-acre groundwater plume

Remediate more than 3 miles of underground process sewer lines

Project B D Area Completion and Impacted Site Systems

- Complete closure of D Area, former site of Heavy Water Production Facilities
- Complete deactivation and decommissioning of D-Area Powerhouse and 30 support facilities
- Complete remediation of 11 waste units
  - Remediate 210 acres and 117,000 cubic yards of tritium

contaminated soils and concrete o Install final remedial treatment systems for 30 acre volatile organic contaminated groundwater plume **M Area Completion and Impacted Site Systems** • Complete closure of M Area, former reactor fuel manufacturing area • Complete remediation of 19 waste units o Remediate 45 acres of contaminated soils o Remove all known sources to a 1,500 acre groundwater plume
Project C Other Site Area (includes Facility Deactivation, Decommissioning, Soil and Groundwater Remediation and Impacted Site Systems) • Remove more than 90% of the plutonium-238 source term from 235-F • Complete characterization of 4 A-Area waste units • Complete remediation of the following waste units: o Gunsite 12 o CMP Pits • Decommission the following facilities (approximately 1,220,720 ft^2): o Heavy Water Components Test Reactor: o A-Line facilities in F-Area o Consolidated Incineration Facility o N-Area facilities (645-N, 690-N, and 728-N) o K-Area facilities (power house, Cooling Tower, and other excess facilities) o A-Area excess facilities, including 703-A and relocation of the EOC
Project D Waste and Material Disposition and Impacted Site Systems • Disposition of approximately 4,500 cubic meters of legacy transuranic waste presently in inventory at SRS. Waste will either be shipped or will be staged and ready for off-site shipment to WIPP (TRU waste) or NTS (treated MLLW) • Consolidate all RCRA waste storage operations to E Area and close other facilities • Dispose of newly generated waste in on-site and off-site facilities; expand and close on-site facilities as needed • Disposition 16,000 drums of depleted uranium oxide

D. The work described in this modification shall be performed using funds which have been appropriated under the Recovery Act, and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in paragraphs E through N below. The funds obligated hereunder shall only be used to accomplish the work as set forth in paragraph C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. Savannah River Nuclear Solutions (SRNS) shall begin work immediately. However, SRNS shall not **exceed 30%** of the initial Recovery Act funding per Budget and Reporting Classification Code placed on the contract without prior written approval of the Contracting Officer (CO).

F. The contractor shall complete all work funded by this modification by **September 30, 2011.**

G. In accordance with **clause H-54** the contractor shall submit to the CO for approval a detailed description of accelerated work, a budget of estimated costs for the accelerated work, and a schedule for the performance of this work, within **90 days** of this modification.

H. Within 3 months after effective date of this modification, the contractor shall propose to the Contracting Officer a supplemental Performance Evaluation and Measurement Plan to accommodate the accelerated Contract Performance Baseline. Upon definitization of this supplemental PEMP, Section B paragraph "B-2.3 Total Available Fee" will be modified to add a separate supplemental fee pool schedule specifying the ARRA scope of work fee "periods" and the related "total available fee." This shall be added, as a new paragraph, at B-2.3 (a) (1). The contractor fee pool for this Recovery Act funded work shall be commensurate with the fee pool percentage the contractor bid on for the competed work scope under the original base prime contract. The Contractor and the Government agree the Total Available Fee Pool schedule shall be definitized no later than the date of the supplemental PEMP definitization.

I. Section E, Inspection and Acceptance is modified as follows:

Paragraph **E-3 is added** which is applicable only to the Recovery Act work:

(a) Certification –

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

J. Section F, Deliveries or Performance is modified as follows:

Paragraph **F-1, term of contract, is modified** to add the following paragraph:

The period of performance for the Recovery Act work funded by this modification is the effect date of this modification through September 30, 2011.

K. Section G, Contract Administration Data is modified as follows:

Paragraph **G-5 Monthly Cost Reports, is added** which is applicable only to the Recovery Act work:

The following reporting procedure shall apply to submission of monthly cost reports for Recovery Act work specified in this modification.

(a) The contractor shall separately identify costs that pertain to the Recovery Act work. The contractor shall provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

(b) The contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with this modification work scope.

Paragraph G-6 is added which is applicable to the Recovery Act work:

Indirect Charges

In accordance with the general principles of the Recovery Act the contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of projects:

(a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;

(b) Exempt funds from contract cost base for management fees and distributing Laboratory Directed Research and Development or similar funds taxing programs;

(c) Ensure all funds transferred by SRNS are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and

(d) Ensure the Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or SRNS.

L. The following clause is hereby **added to Section H** of the contract:

H-61: Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the

reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:
- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the

original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See http://www.dol.gov/esa/whd/contracts/dbra.htm .

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov , maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

M. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

FAR 52.225-21	Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act—Construction Materials (Mar 2009)
FAR 52.225-22	Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods-Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
FAR 52.225-24	Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)
FAR 52.212-5 (Alternate II)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2009)
FAR 52.214-26 (Alternate I)	Audit and Records—Sealed Bidding (Mar 2009)
FAR 52.215-2 (Alternate I)	Audit and Records—Negotiation (Mar 2009)

N. All other terms and conditions remain unchanged.

End of Standard Form 30

AMENDMENT OF S ICITATION/MODIFICATION OF CONTRACT	1. CONTRAC CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A025	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)*	Code
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return __3__ copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JOHN W. TEMPLE DIR, CONTRACTS & SUBCONTRACT MGT		James Lovett, Jr. CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John W Temple *(Signature of person authorized to sign*	4/16/09	BY James Lovett *(Signature of Contracting Officer)*	4-16-09

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Recovery Act Projects:

Fund	B&R Code	Year	SGL	Dollar Amount
EZ	FD530	2009	8909/100253	($100,000.00)
TOTAL				**($100,000.00)**

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to decrease funding currently obligated to the contract under the American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act). This aligns the B&R with Environmental Management Funding Authorization.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of ($100,000.00) are obligated for use in the EM Closure Activities and Contract Clause B-4 entitled "Obligation of Funds," is revised to show that the total amount of funds obligated under this contract since its inception is **decreased** from $1,409,232,342.35 to $1,409,132,342.35.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A026	See Block 16 C.	08-SR22470	

6. ISSUED BY CODE	8900-08	7. ADMINISTERED BY *(If other than Item 6)* Code	
U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802			

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*		9.A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9.B. DATED *(SEE ITEM 11)*
	✓	10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470
		10.B. DATED *(SEE ITEM 13)* January 10, 2008
CODE | FACILITY CODE		

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 telegram or letter, provided each telegram or letter 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)*
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return __3__ copies to the issuing office.

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

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
John W. Temple, Director, Contracts and Subcontract Management		James Lovett, Jr. CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 4-30-09

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued.

Funds Obligated for Recovery Act Projects:

Fund	Year	SGL	Dollar Amount
TF	2009	89X0243.91	$893,475.00
TP	2009	89X0251.91	$49,486,286.47
WA	2009	89X0222.91	$312,787.00
1H	2009	89X0315.95	$276,699.03
1Y	2009	89X0224.95	($14,591.85)
2T	2009	89X0240.92	($503.27)
2Y	2009	89X0224.92	($32,730.73)
3F	2009	89X0243.93	$3,241,000.00
3H	2009	89X0315.93	$40,776.00
3T	2009	89X0240.93	$3,853,466.49
CN	2009	89X0319.91	$823,639.00
FM	2009	89X0243.91	$550,000.00
NS	2009	89X0309.91	$4,999,942.00
TC	2009	89X0240.91	$49,436,079.48
VE	2009	89X4180.91	$800,000.00
ZA	2009	89X0321.91	$1,300,000.00
TOTAL			$115,966,324.62

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

The purpose of this modification is to provide incremental funding and revise Section B, Supplies or Services and Prices/Costs, as follows.

Pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $115,966,324.62 are obligated for use in the EM Closure Activities and Contract Clause B-4 entitled "Obligation of Funds," is revised to show that the total amount of funds obligated under this contract since its inception is increased from $1,409,132,342.35 to $1,525,098,666.97.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICIT / MODIFICATION OF CONTRACT | 1. CONTR D CODE | PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
027	05/29/2009	09EM000760	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $49,864,127.36

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Obligated Amount for this Modification:
$49,864,127.36
New Total Obligated Amount for this Award:
$1,574,962,794.33
Incremental Funded Amount changed: from
$1,525,098,666.97 to $1,574,962,794.33
CHANGES FOR LINE ITEM NUMBER: 1
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 05/29/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/027	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: $49,864,127.36 Incremental Funded Amount changed from $1,525,098,666.97 to $1,574,962,794.33 NEW ACCOUNTING CODE ADDED: Account code: SRNS MAY FINPLAN Fund 00000 Appr Year 0000 Allottee 00 Reporting Entity 000000 Quantity: 0 Amount: $49,864,127.36 Percent: 1.2466 Subject To Funding: N Payment Address: Delivery Location Code: 00113 Office of HQ PS (Germantown) U.S. Department of Energy Attention: (first & last & route) 19901 Germantown Road Germantown MD 20874-1290 FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013 Change Item 00001 to read as follows(amount shown is the total amount):				
00001	MANAGEMENT AND OPERATING CONTRACT FOR THE SAVANNAH RIVER SITE. Line item value is:$4,000,000,000.00 Incrementally Funded Amount: $1,574,962,794.33 Accounting Info: 00000-0000-00-000000-00000-0000000-0000000-0000000-0000000-000000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: SRNS MAY FINPLAN Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $49,864,127.36				4,000,000,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
028	05/29/2009	09EM000814	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* DEAR 970.5243-1 Changes (Dec 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Woman Owned: NO
Contracting Officer changed
from Angela S Morton

to Charlene Smith

Requisitioner changed
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
John W. Temple, Director CESM	Charlene Smith

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John W Temple *(Signature of person authorized to sign)*	6/24/09	Signature on File *(Signature of Contracting Officer)*	06/10/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/028	2	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	from to James Lovett Safety and Health Clause changed to : NO CHANGES FOR LINE ITEM NUMBER: 1 The following paragraph is added to Part I , The Schedule , Section C, Description/Specification/Work Statement, Section C.3.4, paragraph (c) Operations Support as first paragraph: The Contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management." The Contractor will maintain and update, as appropriate, its Site Plan (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. The above work scope will be prioritized annually within the DOE-CFO approved funding levels. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third-party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized. Delivery Location Code: 00113 Office of HQ PS (Germantown) U.S. Department of Energy Attention: (first & last & route) 19901 Germantown Road Germantown MD 20874-1290 Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/028	3	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013 Change Item 00001 to read as follows(amount shown is the total amount): MANAGEMENT AND OPERATING CONTRACT FOR THE SAVANNAH RIVER SITE. Line item value is:$4,000,000,000.00 Incrementally Funded Amount: $1,574,962,794.33 Accounting Info: 00000-0000-00-000000-00000-0000000-0000000-0000000-0000000-000000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: SRNS MAY FINPLAN Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00				
00001					4,000,000,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
029	06/18/2009	09EM000939	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
00901		00901	

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $9,004,118.83
SRNS JUNE FINPLAN

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Total Amount for this Modification: $9,004,118.83
New Total Amount for this Version: $9,004,118.83
New Total Amount for this Award: ~~$4,009,004,118.83~~ $4,000,000,000.00
Obligated Amount for this Modification:
$9,004,118.83
New Total Obligated Amount for this Award:
$1,583,966,913.16
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
John W. Temple, Director Contracts & Sub Contract Management	James Lovett
15B. CONTRACTOR/OFFEROR: John W Temple *(Signature of person authorized to sign)*	15C. DATE SIGNED: 7/7/09
16B. UNITED STATES OF AMERICA: Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED: 06/18/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/029	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contracting Officer changed from Charlene Smith to James Lovett Security Classification Changed from For Official Use Only to Not Specified /Other Delivery: 06/18/2009 Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013 Add Item 00002 as follows:				
~~00002~~	~~Management support services~~ ~~Obligated Amount: $9,004,110.03~~				~~9,004,110.03~~

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
030	06/18/2009	09EM000942	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy .Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

Net Increase: $887,182,384.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Total Amount for this Modification:
$887,182,384.00
New Total Amount for this Version: $887,182,384.00
New Total Amount for this Award: ~~$4,896,186,502.83~~ $4,000,000,000.00
Obligated Amount for this Modification:
$887,182,384.00
New Total Obligated Amount for this Award:
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
John W. Temple, Director Contracts & Subcontract Management	Charlene Smith

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John W Temple *(Signature of person authorized to sign)*	7/7/09	Signature on File *(Signature of Contracting Officer)*	06/19/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/030	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$2,471,149,297.16 Buyer changed from Charlene Smith to James Lovett Contracting Officer changed from James Lovett to Charlene Smith Delivery: 06/19/2009 Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013 Add Item 00003 as follows: TAS::89 0253::TAS Recovery RECOVERY-ARRA				
0002 ~~00003~~	~~Management support services~~ ARRA				887,182,384.00
	Line item value is:$887,182,384.00 Incrementally Funded Amount: $887,182,384.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
031	06/25/2009	09EM000973	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $11,771,275.42

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Total Amount for this Modification: $0.00
New Total Amount for this Version:
$4,000,000,000.00
New Total Amount for this Award: $4,896,186,502.83
Obligated Amount for this Modification:
$11,771,275.42
New Total Obligated Amount for this Award:
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 06/26/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/031	2	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$2,482,920,572.58 Incremental Funded Amount changed: from $2,471,149,297.16 to $2,482,920,572.58 CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: $11,771,275.42 Incremental Funded Amount changed from $1,574,962,794.33 to $1,586,734,069.75 NEW ACCOUNTING CODE ADDED: Account code: SRNS JUNE FINPLAN 15 Fund 00000 Appr Year 0000 Allottee 00 Reporting Entity 000000 Quantity: 0 Amount: $11,771,275.42 Percent: .29428 Subject To Funding: N Payment Address: Delivery Location Code: 00113 Office of HQ PS (Germantown) U.S. Department of Energy Attention: (first & last & route) 19901 Germantown Road Germantown MD 20874-1290 FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013 Change Item 00001 to read as follows(amount shown is the total amount): FOR OFFICIAL USE ONLY				
00001	MANAGEMENT AND OPERATING CONTRACT FOR THE SAVANNAH RIVER SITE. Line item value is:$4,000,000,000.00 Incrementally Funded Amount: $1,586,734,069.75 Accounting Info: 00000-0000-00-000000-00000-0000000-0000000-0000000-0000000-000000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: Continued ...				4,000,000,000.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/031	3	3

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SRNS MAY FINPLAN Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: SRNS JUNE FINPLAN 15 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $11,771,275.42				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
032	06/30/2009	09EM001029	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $13,944,038.64

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
FOB: Destination
Period of Performance: 01/10/2008 to 07/31/2013

Change Item 00001 to read as follows(amount shown is the total amount):

FOR OFFICIAL USE ONLY
00001 MANAGEMENT AND OPERATING CONTRACT FOR THE
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 06/30/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/032	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SAVANNAH RIVER SITE. Line item value is:$4,000,000,000.00 Incrementally Funded Amount: $1,600,678,108.39 Delivery Location Code: 00113 Office of HQ PS (Germantown) U.S. Department of Energy Attention: (first & last & route) 19901 Germantown Road Germantown MD 20874-1290 Amount: $3,986,055,961.36 Accounting Info: 00000-0000-00-000000-00000-0000000-0000000-0000000 -0000000-000000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: SRNS MAY FINPLAN Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: SRNS JUNE FINPLAN 15 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Delivery: 06/30/2009 Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 Amount: $13,944,038.64 Accounting Info: SRNS JUNE FINPLAN 16 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $13,944,038.64			4,000,000,000.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
033	07/07/2009	09EM001067	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $58,932,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Obligated Amount for this Modification:
$58,932,000.00
New Total Obligated Amount for this Award:
$2,555,796,611.22
Incremental Funded Amount changed: from
$2,496,864,611.22 to $2,555,796,611.22

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 07/10/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/033	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: $58,932,000.00 Incremental Funded Amount changed from $2,496,864,611.22 to $2,555,796,611.22 Recovery Funding and Obligated Amount: $1,274,782,384.00 NEW ACCOUNTING CODE ADDED: Account code: SRNS JUNE FINPLAN 17 Fund 00000 Appr Year 0000 Allottee 00 Reporting Entity 000000 Quantity: 0 Amount: $58,932,000.00 Percent: 0 Subject To Funding: N Payment Address: FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013 Change Item 00001 to read as follows(amount shown is the total amount): FOR OFFICIAL USE ONLY				
00001	MANAGEMENT AND OPERATING CONTRACT FOR THE SAVANNAH RIVER SITE. Line item value is:$4,000,000,000.00 Incrementally Funded Amount: $1,659,610,108.39				4,000,000,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
034	08/05/2009	09EM001370	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $11,240,824.78

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
LIST OF CHANGES:
Obligated Amount for this Modification:
$11,240,824.78
New Total Obligated Amount for this Award:
$2,567,037,436.00
Incremental Funded Amount changed: from
$2,555,796,611.22 to $2,567,037,436.00
CHANGES FOR LINE ITEM NUMBER: 1
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/06/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/034	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: $11,240,824.78 Incremental Funded Amount changed from $1,659,610,108.39 to $1,670,850,933.17 Recovery Funding 387,600,000.00 Line Item 002 Incremental Funded Amount $9,004,118.83 Recovery Line Item 003 Incremental Funded Amount $887,182,384.00 Total Recovery Funding: $1,274,782,384.00 Total M&O Funding: $1,292,255,052.00 NEW ACCOUNTING CODE ADDED: Account code: SRNS JUNE FINPLAN 18 Fund 00000 Appr Year 0000 Allottee 00 Reporting Entity 000000 Quantity: 0 Amount: $11,240,824.78 Percent: .282 Subject To Funding: N Payment Address: FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
035	08/07/2009	09EM001460	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $1,100,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
Fund: 00000 Appr Year: 0000 Allottee: 00 Report
Entity: 000000 Object Class: 00000 Program:
0000000 Project: 0000000 WFO: 0000000 Local Use:
0000000
FOB: Destination
Period of Performance: 01/10/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/07/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
036	08/12/2009	09EM001492	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $27,726,294.50

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
This modification is issued to increase funding currently obligated to the contract. The obligated amount for this modification is $27,726,294.50
FOB: Destination
Period of Performance: 01/10/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/12/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
037	See Block 16C	09EM001531	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $5,236,817.05

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
This modification is issued to provide
incremental funding in the amount of
$5,236,817.05 in accordance with FINPLAN #21.
The total amount of funds obligated under this
contract is increased to $2,601,100,547.55.

Total Non-ARRA Funds: $1,325,218,163.55
Total ARRA Funds: $1,275,882,384.00
FOB: Destination
Period of Performance: 01/10/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/17/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
038	08/28/2009	09EM001757	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $8,603,464.91

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
This modification is issued to provide
incremental funding in the amount of
$8,603,464.91 in accordance with FINPLAN # 23.
The total amount of funds obligated under this
contract is increased to $2,609,704,012.46.

Total Non-ARRA Funds: $1,333,821,628.46
Total ARRA Funds: $1,275,882,384.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/28/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/038	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
039	09/14/2009	09EM001498	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Increase: $47,500.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds, Section H-54 Work Authorization System

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act)funds for the purpose of completing grant application reviews for the EERE.

B. Funds in the amount of $47,500.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $2,609,704,012.46 to $2,609,751,512.46.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/14/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/039	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The specific work funded by this modification is attached. D. All other terms and conditions remain unchanged. Subj to Retent: Y Delivery: 09/30/2010 Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331 FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
040	09/16/2009	09EM002006	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $9,752,633.06

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 date, 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)* DEAR 970.5232-4 Obligation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 798861048
Subj to Retent: Y
This modification is issued to increase funding currently obligated to the contract. Funds in the amount of $9,752,633.06 are hereby obligated to this contract, increasing the total amount of funds obligated from $2,609,751,512.46. to $2,619,504,145.52

FOB: Destination
Period of Performance: 01/10/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/16/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
041	09/23/2009	09EM001702	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Increase: $80,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds, Section H-54 Work Authorization System

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) funds for Energy-Intensive Process R&D.

B. Funds in the amount of $80,000.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $2,619,504,145.52 to $2,619,584,145.52.

C. The specific work funded by this modification
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/23/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/041	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is attached. D. All other terms and conditions remain unchanged. Subj to Retent: Y Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331 FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE:

PAGE OF PAGES: 1 2

2. AMENDMENT/MODIFICATION NO.: 042

3. EFFECTIVE DATE: 09/24/2009

4. REQUISITION/PURCHASE REQ. NO.: 09EM002136

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY CODE: 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE: 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.:

9B. DATED *(SEE ITEM 11)*:

x 10A. MODIFICATION OF CONTRACT/ORDER NO.: DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)*: 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $6,950,834.42

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 date, 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)* DEAR 970.5232-4 Obligation of Funds

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

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

DUNS Number: 798861048
Subj to Retent: Y
This purpose of this modification is provide incremental funding in the amount of $6,950,834.42 in accordance with FINPLAN # 27.
The total amount of funds obligated under this contract is increased from $2,619,584,145.52 to $2,626,534,979.94.

NEW ACCOUNTING CODE ADDED:
Account code:
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*:

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: Charlene Smith

15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*

15C. DATE SIGNED:

16B. UNITED STATES OF AMERICA: Signature on File *(Signature of Contracting Officer)*

16C. DATE SIGNED: 09/24/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/042	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SRNS FINPLAN 27 (September 23rd) FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
043	09/29/2009	09EM002185	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $877,535.39

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 date, 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)* DEAR 970.5232-4 Obligation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
The purpose of this modification is to provide incremental funding in the amount of $877,535.39 in accordance with FINPLAN # 29. The total amount of funds obligated under this contract is increased from $2,626,534,979.94 to $2,627,412,515.33.

New Total Obligated Amount for this Award:
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/29/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/043	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$2,627,412,515.33 NEW ACCOUNTING CODE ADDED: Account code: SRNS FINPLAN #29 (September 28th) Fund 00000 Appr Year 0000 Allottee 00 Reporting Entity 000000 Quantity: 0 Amount: $877,535.39 Percent: 0 Subject To Funding: N Payment Address: FOB: Destination Period of Performance: 01/10/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE:

PAGE OF PAGES: 1 2

2. AMENDMENT/MODIFICATION NO.: 044

3. EFFECTIVE DATE: 09/29/2009

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY CODE: 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE: 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

Net Increase: $131,400,000.00

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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DEAR 970.5232-4 Obligation of Funds,
	D. OTHER *(Specify type of modification and authority)*

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

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

Subj to Retent: Y
The purpose of this modification is to increase funding in the amount of $131,400,000.00 for Recovery Act Work. This is incremental funding in accordance with FINPLAN # 30. The total amount of funds obligated under this contract is increased from $2,627,412,515.33 to $2,758,812,515.33.
Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use:
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Charlene Smith

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)

16C. DATE SIGNED 09/30/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/044	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0000000 TAS Agency: 89 TAS Account: 0253 FOB: Destination Period of Performance: 04/08/2009 to 09/30/2011				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO A045	3. EFFECTIVE DATE See Block 16.C.	4. REQUISITION/PURCHASE REQ. NO 08SR22470	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. DEPARTMENT OF ENERGY Savannah River Operations Office Office of Contracts Management P.O. Box A, Aiken, SC 29802	CODE 8900 - 09	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13) January 10,2008

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 __ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter 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)
See Page 2

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

( )	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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H-54 Work Authorization System and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor __ is not, X is required to sign this document and return 3 copies to the issuing Office.

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

(continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Garry W. Flowers Manager, Contract & Subcontract Management	D. Elaine Nix

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/30/09	(Signature of Contracting Officer)	9-30-09

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

A. This modification is issued to definitize American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act) work authorized under Modification A024 of Contract No DE-AC09-08SR22470.

B. To effect the definitization, this modification establishes specific FY09, FY10 and FY11 budgets (estimated cost plus available fee) for the work and revises the associated Work Authorizations (ARRA-SRS-3009-01, ARRA-SRS-3009-02, ARRA-SRS-3009-03, and ARRA-SRS-3009-04) to be aligned with each FY budget. Accordingly, the parties hereby agree to the following:

(1) Adjusted Total Budget: The total budget for the work is revised to be **$1,406,132,384**, with the FY09, FY10 and FY11 fiscal year budgets established as:

Adjusted Total Budget
FY09, FY10 & FY11

Fiscal Year (FY)	Estimated Cost	Available Fee	FY Budget
FY 2009	$238,270,000	$13,057,382	$251,327,382
FY 2010	$564,704,000	$39,529,280	$604,233,280
FY 2011	$515,034,351	$35,537,370	$550,571,722
Total	**$1,318,008,351**	**$88,124,033**	**$1,406,132,384**

(2) Revised Work Authorization: Work Authorizations ARRA-SRS-3009-01, ARRA-SRS-3009-02, ARRA-SRS-3009-03, and ARRA-SRS-3009-04 are revised to delineate specific work and a schedule of performance for each fiscal year. The revised Work Authorizations are provided as attachments to this modification and are identified as ARRA-SRS-3009-**01 Rev 1**, ARRA-SRS-3009-**02 Rev 1**, ARRA-SRS-3009-**03 Rev 1**, and ARRA-SRS-3009-**04 Rev 1**. Further adjustment to the Work Authorizations may be effected, but only in accordance with contract clause H-54, 'Work Authorization System.' The specific FY budget (estimated cost plus available fee) for each Work Authorization is established as:

Adjusted Total Budget for
Revised Work Authorizations

Work Authorization	FY09 Budget	FY10 Budget	FY11 Budget
ARRA-SRS-3009-01 Rev 1	$85,407,742	$205,334,571	$187,098,943
ARRA-SRS-3009-02 Rev 1	$18,525,414	$44,538,210	$40,582,801
ARRA-SRS-3009-03 Rev 1	$51,528,180	$123,882,408	$112,880,494
ARRA-SRS-3009-04 Rev 1	$95,866,046	$230,478,090	$210,009,484
Total	**$251,327,382**	**$604,233,280**	**$550,571,722**

(3) PEMP Definitization: The PEMPs listed below shall apply to the Recovery Act work; thereby definitizing the PEMPs applicable to the Recovery Act work and meeting the parties' intent as agreed to by paragraph 14.H of Modification A024 to Contract No DE-AC09-08SR22470. The total available fee pool for the Recovery Act work is subject to adjustment only under the provisions of the clause in Section I entitled "DEAR 970.5243-1 CHANGES," and for a 10% change in the estimated cost Recovery Act work of **$1,318,008,351**.

M&O PEMP – FY09

Part I: A total available fee of **$3,847,213** for Performance-Based Incentives **(PBI) #SRS200906** (Solid Waste Management) **and #SRS200901** (Area Completion Project). These PBIs were transferred from the base contract work scope to the Recovery Act work scope on April 8, 2009. The basis for earning fee is included in the FY09 Performance Evaluation and Measurement Plan (PEMP), as approved on Feb 25, 2009, for Contract No DE-AC09-08SR22470.

Part II: A fixed fee of **$9,210,169** for performance of FY09 recovery work other than work covered by PBI #SRS200906, PBI #SRS200901.

ARRA PEMP - FY10 & FY11

For FY10 & FY11 a separate PEMP will be prepared for ARRA when the baseline is more defined. The basis for earning fee is included in the ARRA Performance Evaluation and Measurement Plan (PEMP) and contract modification.

All other terms and conditions of the contract remain unchanged.

End of Standard Form 30

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

Project Title:	1b. Work Proposal Number (if applicable):
Project A (P&R Areas)	DE-AC-09-08SR22470

Headquarters Program Point of Contact.

ime:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083

Headquarters Budget Point of Contact.

ame:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

5. Responsible Field Organization:

U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.	
Savannah River Nuclear Solutions	Name: Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-01 Rev. 1	TAS::89-09/10-0253::TAS Recovery Project A

10. Funds Authorized ($ in millions). **Shall not exceed 80% without prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation
FD.0510.11.0	$477,841,256	$477,841,256

11. Performance Period Covered by Funds.		12. Work Start Date:	13. Expected Completion Date:
From:	To:		
4/8/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:

SEE PAGE 2

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification A044

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.	RVRimando Jr	Sep 29, 2009

17. DOE Budget Official.

Name (typed):	Signature:	Date:
Harold K. Nielsen	Harold K. Nielsen	9/29/09

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	9/30/09

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)952-9360	D. Elaine Nix	9/30/09

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project B (D&M Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact:					
Name	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:

U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-02 Rev. 1	TAS::89-09/10-0253::TAS Recovery Project B

10. Funds Authorized ($ in millions). **Shall not exceed 80% without prior written approval of the Contracting Officer.**

Budget and Reporting Code:	ROM	Obligation
FD.0510.12.0	$103,646,426	$103,646,426

11. Performance Period Covered by Funds.		12. Work Start Date:	13. Expected Completion Date:
From:	To:		
4/8/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:

SEE PAGE 2

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification A044

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.	R V Rimando Jr	Sep 29, 2009

17. DOE Budget Official.

Name (typed):	Signature:	Date:
Harold K. Nielsen	Harold K. Nielsen	9/29/09

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	9/30/09

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)952-9360	D Elaine Nix	9/30/09

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project C (Other Site Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-03 Rev. 1	**TAS::89-09/10-0253::TAS Recovery Project C**

10. Funds Authorized ($ in millions). Shall not exceed 80% without prior written approval of the Contracting Officer.

Budget and Reporting Code:	Rough Order of Magnitude	Obligation
FD.05.10.13.0	$288,291,082	$288,291,082

11. Performance Period Covered by Funds.		12. Work Start Date:	13. Expected Completion Date:
From:	To:		
4/8/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:

SEE PAGE 2

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification A044

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.	R V Rimando Jr.	Sep 29, 2009

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K. Nielsen	Harold K Nielsen	9/29/09

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	9/30/09

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date.
D. Elaine Nix, (803)952-9360	D Elaine Nix	9/30/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
046	09/30/2009		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*

See Schedule

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 date, 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)* MUTUAL AGREEMENT

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

Subj to Retent: Y
The purpose of this modification is to incorporate the FY2010 Contract Performance Evaluation and Measurement Plan (PEMP) and the Performance Based Incentives (PBIs) into this contract.
Period of Performance: 04/08/2009 to 09/30/2011

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/30/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

U.S. Department of Energy
Savannah River Site

PERFORMANCE EVALUATION MEASUREMENT PLAN

Savannah River Nuclear Solutions, LLC
CONTRACT NO. DE-AC09-08SR22470

Performance Period:
October 1, 2009 through September 30, 2010

Approval Page

Approval:

James Lovett
Contracting Officer (CO)
DOE - Savannah River Site

9-30-2009
Date

Revision Summary Page

Rev. #	Rev. Date	Affected Sections / Pages	Description of Revision
0	10/01/09	All	Initial Issue for this performance period

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Acronyms

AM	Assistant Manager
BCP	Baseline Change Proposal
CCB	Configuration Control Board
CMP	Contractor Management Plan
CPAF	Cost Plus Award Fee
DOE	U.S. Department of Energy
DEAR	Department of Energy Acquisition Regulations
EM	DOE Office of Environmental Management
EMAAB	Environmental Management Acquisition Advisory Board
EVMS	Earned Value Management System
FPD	Federal Project Director
FAR	Federal Acquisition Regulations
FY	Fiscal Year
FDO	Fee Determining Official
GFSI	Government Furnished Services & Items
IMP	Interface Management Plan
IPABS	Integrated Planning, Accountability, and Budgeting System
IPABS-IS	IPABS-Information System
IPT	Integrated Project Team

M&O	Management and Operating Contractor
NNSA	National Nuclear Security Administration
OD	Office Director
PBS	Project Baseline Summary
PBI	Performance Based Incentive
PEMP	Performance Evaluation and Measurement Plan
RMP	Risk Management Plan
SME	Subject Matter Expert
SOW	Statement of Work
SRNS	Savannah River Nuclear Solutions
WBS	Work Breakdown Structure

1. Purpose

This document serves as the fiscal year 2010 Performance Evaluation Measurement Plan (PEMP) identified in Section H-28, *Performance Based Incentives*, of Contract No. DE-AC09-08SR22470 between the U.S. Department of Energy (DOE) Environmental Management (EM) Savannah River (SR) and Savannah River Nuclear Solutions (SRNS) LLC, approved January 10, 2008.

This document was developed by DOE and SRNS to provide lessons learned from the previous performance period; illustrate performance improvements for this fiscal year, and identify performance incentives and metrics for all work performed by this contractor. Work in support of the American Recovery and Reinvestment Act (ARRA) is addressed in a separate PEMP.

The SRNS contract is a cost plus award fee (CPAF) performance-based management and operating (M&O) contract, regulated under Department of Energy Acquisition Regulation (DEAR), Subchapter I, *Agency Supplementary Regulations*, Part 970, *DOE Management and Operating contracts*.

This document addresses development of Performance Fee Agreements between DOE-SR and SRNS. This includes administration of performance measures, including Performance-Based Incentives (PBI), and award fee defined in the contract, Section B, *Supplies or Services and Prices/Costs*.

National Nuclear Security Administration (NNSA) and EM incentives established under the contract are contained in the PEMP as are provisions regarding payment of incentives and award fee. Specific provisions regarding payment of an incentive, or an award fee, may also be included in the incentive itself.

2. PEMP Integrated Project Team (IPT)

The PEMP Integrated Project Team (IPT) has been established in accordance with DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*. The team's charter defines specific roles and responsibilities of the IPT. The IPT consists of representation from DOE EM, NNSA, and SRNS. See Attachment C.

The IPT provides oversight of site contracts, monitoring performance against project baselines during all project phases, from contract award to contract completion, in order to satisfy mission need at Savannah River. Oversight is based on directive DOE O 226.1A, *Implementation of Department of Energy Oversight Policy.* Savannah River Site manual SRM 226.1.1B, *Integrated Performance Assurance Manual (IPAM),* and procedure SRIP 430.1, *Facility Representative Program*, are used to document project status and identify performance issues.

IPT members who are federal employees also participate on the Performance Fee Board, assisting the Fee Determining Official (FDO) with final fee determination. The Board is described in the section of the PEMP discussing the payment process.

In establishing the IPT, the site has assembled a group of professionals representing diverse disciplines with knowledge, skills, and abilities necessary for successful execution of the project. IPT members are qualified for their respective positions and are assigned the proper level of authority to make decisions, with responsibility and accountability for their actions.

The Assistant Manager of Integration and Planning (AMIP) leads the IPT, supported by federal and contractor staff. The staff is supported as needed by Subject Matter Experts (SME) as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

3. The PEMP Process

The PEMP process for SRNS is based on fiscal year performance as identified in the contract.

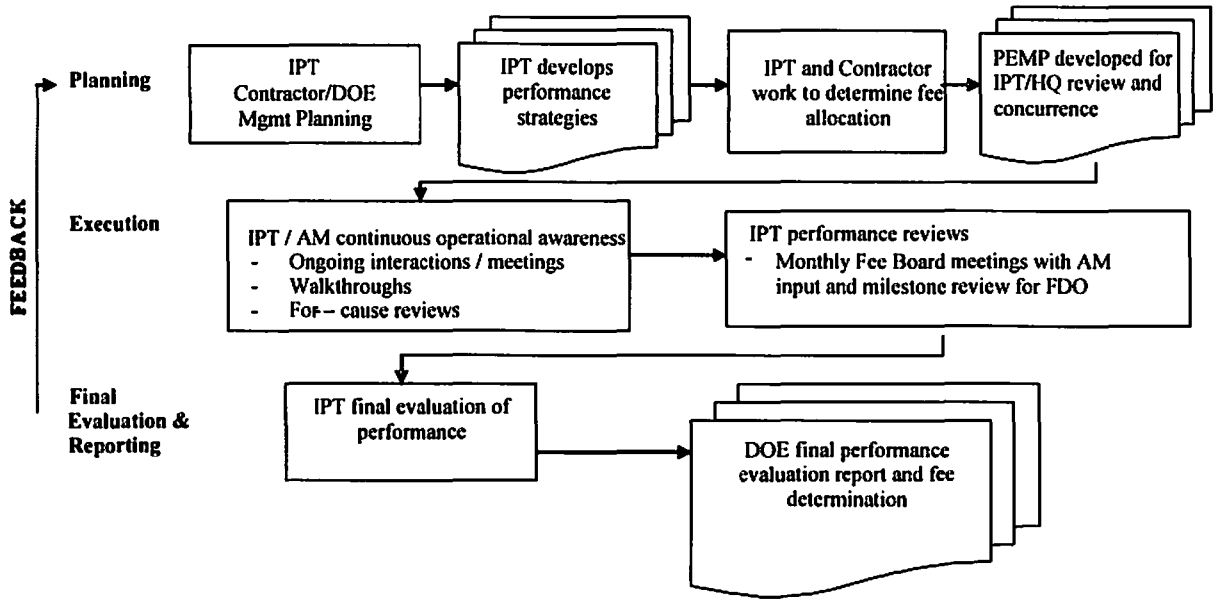

Figure 1: An example of a performance evaluation and measurement process

3.1. Fiscal Year 2010 IPT performance schedule

Development of the fiscal year 2010 PEMP performance schedule began in July of fiscal year 2009 allowing time for identification of milestones with agreement between DOE and SRNS.

Following is the fiscal year 2010 IPT monthly schedule:

October 2009	Monthly IPT meeting Contractor performs annual performance self-assessment appraisal for FY2009 Performance issues/resolution Contractor provides Statement of Costs Incurred and Claimed through September 30
November 2009	Monthly IPT meeting Performance issues/resolution FDO makes decision on FY2009 award 60 days after receipt of contractor assessment
December 2009	Monthly IPT meeting Performance issues/resolution
January 2010	Monthly IPT meeting

	Performance issues/resolution
February 2010	Monthly IPT meeting Performance issues/resolution
March 2010	Monthly IPT meeting Performance issues/resolution
April 2010	Monthly IPT meeting Performance issues/resolution
May 2010	Monthly IPT meeting Performance issues/resolution
June 2010	Monthly IPT meeting Performance issues/resolution Draft 2011 Performance Fee Agreement strategies
July 2010	Monthly IPT meeting Performance issues/resolution Identify revisions to PEMP Draft 2011 Performance Fee Agreement statements and measures
August 2010	Monthly IPT meeting Performance issues/resolution Draft 2011 Performance Fee Agreement payment plans and schedules Submit draft PEMP and Performance Fee Agreement to headquarters for review
September 2010	Monthly IPT meeting for fiscal year2010 milestones Performance issues/resolution Fiscal year 2011 PEMP / Performance Fee Agreement approved by HQs and issued to SRNS
October 2010	Monthly IPT meeting for fiscal year2010 and fiscal year2011, if applicable Contractor performs annual performance self-assessment appraisal for FY2010 Performance issues/resolution Contractor provides Statement of Costs Incurred and Claimed through September 30
November 2010	Monthly IPT meeting for fiscal year2011 milestones Performance issues/resolution FDO makes decision on FY2010 award 60 days after receipt of contractor assessment

3.2. Performance Document Hierarchy

The PEMP is subordinate to the prime contract. Therefore, where matters of interpretation are concerned the original contract supersedes the PEMP and represents the final decision. Any matters of interpretation are to be identified to the DOE-SR CO for resolution.

3.3. Performance Planning

The PEMP is developed with federal and contractor staff input. Both federal and contractor parties strive to reach mutual agreement on expected business, operational and technical performance and work together to develop incentives and award fee descriptions and associated measures tied to key end products, DOE strategic goals and objectives. Incentives and fee demonstrate direct flow down of DOE strategic goals and priorities.

The CO reserves the unilateral right to make final decisions on all performance objectives and incentives (including the associated measures and targets) used to evaluate contractor performance, including any modifications.

The PEMP is revised and approved prior to the beginning of each evaluation period. Only the CO can change the PEMP. No changes will occur to the PEMP in the last 60 days of the evaluation period, unless with bilateral agreement between the CO and the contractor.

The CO may mutually negotiate with the contractor additional available fee for additional work not covered by the available budget. The funds for such work and the associated available fee is funded through the contractor's efficiencies in accomplishing the otherwise funded work. The additional work must be performed in a safe manner meeting all necessary requirements; and the performance of the additional work cannot affect the safe, proper performance of the otherwise funded work. Any additional work will be authorized in accordance with provision in the contract Section H entitled, *Work Authorization System* and is considered Super Stretch scope. This additional work falls under the management of DOE O 412.1A, *Work Authorization System.*

Clause I.42 DEAR 970.5215-4, *Cost Reduction*, provides an opportunity for the contractor to identify areas where cost reductions may be affected and develop and submit a Cost Reduction Proposals (CRP) to the CO. If accepted by the CO, SRNS may share in any net savings in accordance with paragraph (g) of this clause.

3.4. Incorporating DOE, EM and Site Mission

The Savannah River Site publishes a Strategic Plan each year in support of DOE-EM and NNSA missions. The Strategic Plan articulates the site vision and missions to successfully execute current missions while welcoming and preparing for new opportunities.

The 2009 Strategic Plan identified 82 strategies. During the past several months federal and contractor staff have worked together to define supporting performance measures for those strategies in order to develop performance statements, metrics and milestones. As a result of this effort, EM, NNSA and site missions are tied to the contract statement of work.

Functional areas of the contract statement of work identify mission-critical outcomes. Outputs and measures define how work is performed in order to meet the outcomes. This framework is used to develop the detailed performance criteria in the Performance Fee Agreement.

3.5. Completion Criteria and Validation Documentation

The IPT develops performance criteria to complete contract outputs. The criterion considers fee allocation based on risk assumptions, including Government Furnished Services/Items (GFS/I). Assumptions and GFS/I are identified in Work Breakdown Structure (WBS) Basis of Estimate (BOE), and are communicated to the DOE through the Contractor Performance Baseline (CPB).

Verification documentation is identified within the Performance Fee Agreement to ensure DOE and contractor agrees what constitutes completion of the performance. This documentation can take many forms such as a shipping manifest, completion of a walk-down, a report, etc. It is important that actual means of verification is agreed to and documented during the Performance Fee Agreement development.

NOTE: Performance language should reflect sensitivities relative to site activities and facilities, and operational security (OPSEC), according to DOE O 470.4A, *Safeguards and Security Program.*

3.6. Risk Management

DOE site management uses an integrated risk management process for the EM Life Cycle baseline. This process provides programmatic risk analyses of the EM Scope of Work, establishes a process for identification and management of risks within, and integrates risk data from prime contractors.

The SRS integrated approach to risk management ensures project teams and management are involved in the risk management process: risk identification, grading, handling, impact determination, and integration. The process concludes with preparation of the Risk Management Plan (RMP) and contingency estimates contained in the SRS Risk Summary and Integrated Contingency Analysis. Each project RMP provides a summary description of the integrated approach employed in the development of a project risk plan.

A risk and opportunity assessment process is used to identify risks and opportunities associated with each project. The risks and opportunities are analyzed and handling strategies developed to ensure risks are managed to acceptable levels and opportunities are availed to improve the probability of successful completion of the project work scope. A detailed description of the methodology employed for the risk and opportunity assessment conducted by each of the Integrated Project Risk Teams appears in *Systems Engineering Methodology Guidance Manual.*

3.7. Performance Fee Agreement

A Fee Allocation Model is developed by the IPT and used to demonstrate distribution of contract fee based on weighting of funding, priority and complexity. The Fee Allocation Model outcome is used to develop expected fee earning based on the Performance Fee Agreements.

A Performance Fee Agreement is an agreement between the federal government and a contractor identifying specific performance criteria that represents implementation of mission strategy and contains criteria for evaluating performance completion. The agreement identifies an amount of fee, used as an incentive, associated with completing and documenting performance.

There are several formats for developing Performance Fee Agreements. The following are definitions provided by EM:

- OBJECTIVE INCENTIVES tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor's performance meets those objective terms.
- SUBJECTIVE INCENTIVES use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.
- HYBRID INCENTIVES contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.
- BASE INCENTIVE is associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.
- STRETCH INCENTIVE motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.
- SUPER-STRETCH INCENTIVE motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the

performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

- MULTI-YEAR or GATEWAY creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.
- INTEGRATED INCENTIVE is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTS and trucks would be available to the various contractors when needed.

The Performance Fee Agreement is documentation of objectives and completion criterion, which includes risk analysis and assumptions. An agreement should include:

- Consistent nomenclature
- Correlation to Work Breakdown Structure
- Performance period and allocated fee
- Federal and contractor points of contract, review and approval
- Performance outcome
- Contract output (from contract statement of work)
- Output requirement (from contract listing of directives and standards)
- Completion criteria, including specific criteria to demonstrate completion
- Evaluation criteria

The agreements represent formal and binding performance fee expectations on the part of DOE and SRNS and identify the fee allocation amount for each performance component.

The IPT may determine early fee payment is an appropriate incentive for work completed ahead of schedule, provided all other requirements for completing work are satisfied, and necessary change/configuration controls and risks have been addressed.

4. Change Control

All correspondence regarding proposed changes to Performance Fee Agreements shall be sent to the CO. The CO consults with the appropriate Assistant Manager/Office Director (AM/OD) to

determine if the proposed change impacts the CPB. If the proposed change does not impact the baseline, the CO will issue correspondence to the contractor that incorporates the advice of a Subject Matter Expert concerning the proposal.

Action directed by CO correspondence is considered to be within scope of work of the existing contract. If the contractor considers that carrying out this direction may increase contract costs or delay any delivery, the contractor shall promptly notify the CO orally, confirming and explaining the notification in writing as soon as possible, but within no more than five (5) working days. Following oral notification and submission of the written notice of impacts, the Contractor shall await further direction from the CO prior to implementing the action.

If the proposed change impacts the baseline, then the CO will request the contractor to develop a Baseline Change Proposal (BCP) for review by the federal configuration control board. DOE has an established configuration control board (CCB) with assigned levels of approval authority based on change thresholds and/or contractual authority. This approach was designed to ensure changes can be addressed rapidly without compromising control. Both parties recognize that modified work scope may occur and change control actions will be processed in a timely manner.

5. Federal Oversight of Contractor Performance

Central to administration of the contract is assessment of contractor performance. All federal staff members performing assessments are expected to understand terms and conditions of the contract. In order to verify performance, a systematic process of assessment, analysis, documentation and feedback will be required. A range of assessment techniques from data/metric reviews and analysis, to review of self-assessments by the contractor, to formal multidisciplinary assessments will be employed. The assessments will be tailored based on the level of definition of the work requirements and complexity of the function.

Procedures for assessing contract performance are described in the SR Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual.* The intent of the oversight processes described in the manual is to assure contractor compliance with contract requirements, provide for timely identification and correction of deficient conditions, verify effectiveness of completed corrective actions, and pursue excellence through continued improvement. Additionally, the manual is intended to assist DOE in implementing the site contractor oversight system (a management framework of related processes to determine whether federal and contractor assurance programs are performing effectively and/or complying with DOE requirements).

The contractor oversight system is founded on an integrated safety management system (ISMS), emulating DOE P 450.4, *Safety Management System.* SRM 226.1.1 describes processes comprising the contractor oversight system, which enables DOE to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE-SR oversight of contractor performance.

The contractor oversight system provides DOE site management information needed to make informed decisions regarding both contractor and DOE performance and to determine whether program corrections are necessary. Communicating requirements and expectations to the contractor is an essential component in the contractor oversight system. Requirements and expectations are communicated through the Statement of Work, special clauses, contract modifications, and through technical direction by the CO or representative.

SRM 226.1.1 provides detailed requirements for standardized scheduling, planning, conducting, reporting, and follow-up and closure activities for Type 1, 2, and 3 Assessments. Assessments are designed to provide managers with meaningful, accurate, and current information on the status of program compliance, productivity, and quality. Use of standardized assessment methods is a key feature of DOE site performance assurance.

In accordance with DOE O 226.1A, *Implementation of Department of Energy Oversight Policy*, the site also uses independent and self-assessments to determine effectiveness of site assessment of the implementation of contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub elements. Results from these independent and self-assessments in addition to external assessments provide insight into areas where improvements in contractor oversight can be made. The end result is a management system regularly assessing performance, assuring comprehensive corrective action, and providing continuous improvement by identifying, correcting, and preventing problems hindering achievement of site missions.

DOE will dedicate resources to verify interface management and interface control activities, led by the M&O contractor, are the result of collaborative efforts on the part of all contractors who perform work at SRS to define system boundary and interfacing systems, document system boundaries and interfacing systems, and define interface functions and requirements. In addition to verifying all required documentation is in place, DOE will resolve disputes between and/or among contractors.

The DOE prime contractors will provide or receive services from other contractors and ensure deliverables, including Government-Furnished Services and Items (GFSI), are identified and documented in accordance with Interface Management plan/program. The Interface Management IPT will verify when the M&O contractor requests services from another contractor; they provide specifications, requirements, hazard information, quality assurance, technical, safety, and environmental requirements for the work to be performed. Contractors requesting services from the M&O contractor are responsible for oversight of requirements related to the specific work task(s) to ensure the performing contractor delivers a product or service meeting requirements of the requesting contractor. DOE is responsible for the oversight of the individual DOE prime contractors and ensuring they meet the requirements for delivery of services. The performing contractor is expected to consult DOE whenever requirements conflict with, or are greater than, its own baseline requirements.

6. Performance Evaluation

Upon completion of performance criteria described in the Performance Fee Agreement, the contractor will document completion in the Fee Invoicing System (FIS) and forward the documentation to the relevant DOE organization technical representative, who in turn will perform a verification of documentation to confirm output criterion has been met. This may also require an in-field validation.

Upon verification, recommendation is forwarded through management to the Performance Fee Board. The Board will verify documentation provided demonstrates satisfactory completion according to performance incentive requirements. Fee determination will be made in accordance with the PEMP based on fee identified in the Performance Fee Agreement.

The contractor may perform a self-assessment of their performance. The Board will review any assessment provided by the contractor. If the Board does not concur with the contractor's self-evaluation and recommendation, all such disagreements shall be expressed in a performance evaluation letter to the contractor. The contractor shall submit written comments and any supporting documentation to the Board within five (5) working days of receiving the evaluation letter. Within ten (10) working days of receiving any contractor comments or reclama, the Board shall provide the CO a recommendation, including amount, rationale, and justification.

When disputes occur during the verification process and resolution is not forth coming between the contractor and the appropriate AM, the IPT is the avenue for dispute resolution. The parties should request a special IPT review to present the case and the IPT should be responsible for making the determination on an appropriate path forward.

The IPT will routinely measure and report contractor:

- Technical performance (quality of product/service)
- Cost control
- Adherence to schedule
- Business relations

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

7. Payment of Fee

The contractor requests fee payment by submitting an invoice. Following verification by the relevant DOE organization manager/agreement owner, recommendation is forwarded to the Performance Fee Board and FDO. The FDO, in conjunction with the Performance Fee Board, concurs with the agreement owner on fee payment for each invoice, or recommends a reduction to the fee payment. Determination of performance incentive fee earned is the unilateral determination of the FDO.

The contractor will be advised in writing of the amount and basis of the performance incentive fee determination. Performance incentive fee not earned during the performance period will not be allocated to future performance periods. However, fee may be allocated to new performance-based incentives as developed by the IPT, as long as the completion of the newly developed incentive does not extend beyond the performance period.

Fee is considered provisional throughout the performance period. The FDO determines the total fee awarded to the contractor. Fee may be reduced per contract Section B-9 *DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (JAN 2004) ALTERNATE II |JAN 2004) |DEVIATION)*. Up to 20 percent of allocated fee may be reduced by the FDO if performance based incentive milestones are not completed during the performance period.

Total available fee amount earned payments are made by direct payment or withdrawn from funds advanced or available under the contract, as determined by the CO. The CO may offset against any such fee payment the amounts owed to the government by the contractor, including any amounts owed for disallowed costs under the contract. No base fee amount, or total available fee amount, payment may be withdrawn against the cleared payments financing arrangement without the prior written approval of the CO.

7.1. Fee Invoicing Process

The contractor has developed an automated Fee Invoicing System (FIS) that utilizes measurement data from each Performance Fee Agreement. The contractor works with DOE to identify appropriate DOE approvers. The system assigns responsibility to each output so that the routing process ensures appropriate review by federal and contractor staff. Time limits are assigned to each step to ensure smooth processing and timely approvals. The system notifies responsible approvers when the time limit has been exceeded.

8. Government Furnished Services/Items (GFS/I)

GFS/I are factored into the final fee determination for this incentive contract. GFS/I are identified in the Basis of Estimates (BOE) found in WBS dictionaries for specific tasks. The purpose of the GFS/I are to identify inherent government responsibilities and may pose some level of risk to the contractor in completing award fee or performance based incentives. GFS/I are the burden of the government, mutually accepted as part of the performance agreement. If the government fails to achieve GFS/I, equitable adjustment may be made specific to the incentive. These adjustments, however, cannot exceed the maximum available fee for the specific incentive.

9. Reporting Requirements

9.1. General Reporting

The contract requires each report must be accompanied by a letter or other document which:

- Identifies the contract number under which the item is being delivered; and
- Identifies the contract requirement or other instruction which requires the delivered item(s).

The contractor is responsible for maintaining all records and controlled documents related to the PEMP per DOE O 200.1, *Information Management Program*, and DOE Order 243.1, *Records Management Program.*

9.2. Performance Reporting Project Control System

The contractor will propose a project structure to achieve safe and accelerated clean up in the most cost-effective manner. The contractor will establish, maintain and use a project control system accurately reflecting project status relative to cost and schedule performance, and tracking changes to the baseline. This system will be integrated with financial accounting systems to ensure consistent reporting of costs.

The contractor will ensure the project control system employs a cost effective, graded application of controls. The existing project control system will be used and modified, as necessary, to achieve compliance with the requirements of the contract as established in this section.

Attachment A, SRS Performance Fee Allocation Model

2010 SRNS PBI Fee Structure Supporting EM

	Award Type	Avail Fee (000)	
Nuclear Materials			
	Objective	6,500	1. Preparations and Initial Charge of SNF Material to H-Canyon
		2,500	2. Plutonium Processing
		500	3. Non Destructive and Destructive Evaluations
		500	4. Safely and Securely receive and unload FRR and DRR
		10,000	**35.3% of Fee Pool, 2.7% of BCWS**
SRNL	Objective	1,400	1. Book New Revenue & provide quality performance
		1,050	2. Position SRNL to be a distinct Business Unit
		1,050	3. Enhance SRNL Infrastructure
		3,500	**12.4% of Fee Pool, 4.5% of BCWS**
Infrastructure			
	Objective	1,000	1. Project Support for new ESPC Biomass Cogeneration Facility
		1,000	**3.5% of Fee Pool, .9% of BCWS**
Management Comprehensive			
	Objective		**Security**
		100	1. Graded Security Protection (GSP) at K - Area
		200	2. REEF project baseline ; Argus physical security system
		300	3. Cyber Security- Edge NAC Switches
	Objective		**Project Control Improvements**
		500	1. EVMS Compliance with ANSI standards
		500	2. Expansion of COBRA
		200	3. Risk Management Improvement
	Objective		**Business System Improvements**
		200	1. Continuous Improvement System
		1,000	2. Enterprise System for Project Controls, Procurement and Finance
	Objective		**Activity Based Cost approach relative to Budgeting and Planning**
		300	1. Develop, document and deliver Overhead/ Indirect budget & planning process
		300	2. Implement the revised budget and planning process & procedures

	Objective		**Real Property Asset Management (RPAM) Improvements**
		200	1. Completion of Condition Assessments on 20% of Site Facities by FY2010
	Tot MC Obj	**3,800**	**13.4% of Fee Pool, 3.2% of BCWS**
	Subjective	**10,000**	**Increase Management Effectiveness & Control**
			35% of Fee Pool
Total EM		**28,300**	65% Objective
			35% Subjective

Figure 2: Example of the 2010 Performance Fee Allocation Breakdown

Attachment B, Glossary

Award Fee. See Performance Fee Agreement. Award fee is performance fee developed using subjective criteria.

Base Incentive. An incentive associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.

Baseline change proposal (BCP). The contractor normally generates the BCP for documenting baseline changes. It should provide a complete description of a proposed change and its resulting baseline impacts. The BCP serves as an audit tool for baseline changes. The BCP must be submitted in accordance with the baseline change control guidelines contained in the change control section of this document.

Baseline. The quantitative expression of the project scope, schedule, and cost against which the status of resources and progress can be measured. The field maintains the project baseline as a collection of documents, including resource loaded schedule networks, cost estimates, and documented assumptions. The baseline is the key component of the PCS because it documents the program plan for performing the work and provides the information required by DOE business practices for evaluating resources and program performance. For planning purposes, project baselines should reflect full regulatory compliance and should be based on reasonable out-year funding assumptions. The degree of baseline detail should be consistent with the project phase and should adopt the "rolling wave" approach, such as greatest level of detail for near-term (fiscal year plus 2 years) activities. The baseline is often referred to as the performance measurement baseline (PMB).

Change control. A documented process applying technical and management review and approval of changes to technical, schedule, and cost baselines.

Contractor. The term contractor as used in this document refers to management and operation (M&O) contractor unless otherwise stated. Synonymous with contractor and M&O contractor is site contractor.

Federal Project Director (FPD). The FPD resides at either the field or HQ and serves as the single point of contact between Federal and contractor staff for matters relating to the project and its execution. The Program Secretarial Officer may delegate certain authorities and responsibilities to the FPD.

Fee Determining Official (FDO). The Fee Determining Official is the DOE SRS Site Manager.

Fiscal year (fiscal year). The U.S. government fiscal year begins on October 1 and ends on the following September 30 of every year.

Gateway. A gateway creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to

ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.

Hybrid Incentives. Hybrid incentives contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.

Integrated Incentive. An integrated incentive is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTS and trucks would be available to the various contractors when needed.

Integrated Planning, Accountability, and Budgeting System (IPABS). The objective of IPABS is to establish a single integrated EM corporate database to support budget, performance, technical analyses, and inquiries for eliminating redundant requirements and reporting systems and providing a single source for data management. IPABS-IS should correlate to baselines. The IPABS-IS is IPABS user interface for data input and reporting.

Life cycle. Project inception through project completion.

Management and operating (M&O). "Management and operating contract" means an agreement under which the Government contracts for the operation, maintenance, or support, on its behalf, of a Government-owned or -controlled research, development, special production, or testing establishment wholly or principally devoted to one or more major programs of the contracting Federal agency (Federal Acquisition Regulations System Section 17.601).

Milestone. A milestone is an important or critical event with no duration required for achieving project objective(s). Milestones are comprised of a noun; modifiers; active, results-oriented verb; and a date. Milestones can signify activity starts and completions.

Objective incentives. Objective incentives tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor's performance meets those objective terms.

Office of Engineering and Construction Management (OECM). The OECM is a DOE HQ organization within the Office of the Chief Financial Officer. It serves as DOE principal point of contact relating to program and project management and develops policy and assists in the planning, programming, budgeting, and execution process for the acquisition of capital assets in coordination with the PSO and project management support offices.

Office of Environmental Management (EM). DOE created this organization in 1989 to mitigate the risks and hazards posed by the legacy of nuclear weapons production and research. Included

are an unprecedented amount of contaminated waste, water, and soil, and a vast number of contaminated structures remaining radioactive for thousands of years. EM is composed of the Offices of ER and Waste Management.

Organizational Breakdown Structure (OBS). The project's functional organization. Control accounts are identified at a natural intersection point of the WBS and OBS.

Performance Based Incentive (PBI). See Performance Fee Agreement.

Performance Evaluation Measurement Plan (PEMP). The PEMP, required by contract, illustrates the process management will use to identify strategic goals that can be achieved by contract, develop performance incentives to accomplish that strategy, and verify completion of invoiced incentives. The PEMP is related to other project documents, such as the Project Execution Plan (PEP), and the Quality Assurance Surveillance Plan (QASP).

Performance Fee Agreement. The Performance Fee Agreement is between the federal government and a contractor, and identifies specific performance criteria that can be documented when completed, and an amount of fee, used as an incentive, associated with completing and documenting performance. The contract defines performance fee can be an incentive fee component for objective performance requirements (e.g. Performance-Based Incentive), and/or an award fee component for subjective performance requirements.

Performance Fee Board. Federal staff members of the IPT who are responsible for reviewing all Performance Fee Agreement performance reporting, and providing recommendation to the Fee Determining Official concerning payment of fee.

Performance Measurement Baseline (PMB). The time-phased budget (BCWS) plan plus any undistributed budget against which project performance is measured.

Project Baseline Summary (PBS). The PBS is the main source of summary EM project information needed to support planning, budgeting, execution, and reporting/evaluation. IPABS-IS collects data by PBS, and EM funds projects by PBS. The majority of ERD and WMD projects have one PBS. PBS is the common denominator for the planning, budgeting, execution, and reporting/evaluation functions.

Project risk. A factor, element, constraint, or course of action on a project introducing an uncertainty of outcome and the possibility of technical deficiencies, inadequate performance, schedule delays, or cost overruns that could impact a mission. In the evaluation of project risk, the potential negative or positive impacts and the probability of occurrence must be considered.

Project. A unique effort supporting a program mission, having defined start and end points, undertaken to create a product, facility, or system, and containing interdependent activities planned to meet a common objective or mission. Project types include planning and execution of construction, renovation, modification, line items for maintenance and repair, environmental restoration, deactivation and decommissioning efforts, information technology, and large capital equipment or technology development activities. Tasks such as basic research, grants, ordinary

repairs, maintenance of facilities, and operations are not considered projects. For simplicity, this document uses "projects" when referring to both programs and projects.

Stretch. A Stretch incentive motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.

Subjective incentives. Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

Super-Stretch. A Super-Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Validation. Validation is a method of comparison between a Performance Fee Agreement and physical completion of performance criteria. The comparison is evaluated to determine adequacy of meeting the intent of the Performance Fee Agreement.

Verification. Verification is a method of comparison between a Performance Fee Agreement and documentation of completion of performance criteria. The comparison is evaluated to determine adequacy of documenting completion of the Performance Fee Agreement.

Work Breakdown Structure (WBS). The WBS is a product-oriented family tree subdivision of the work required to produce the end product. The WBS is structured in accordance with the way work will be performed and reflects the way in which project costs and data will be summarized and eventually reported.

Attachment C, Integrated Project Team (IPT) Charter

INTEGRATED PROJECT TEAM (IPT) CHARTER

IPT NAME: PEMP Integrated Project Team (IPT)

LEVEL OF IPT: Savannah River Operations Office, Deputy Manager for Business Operations

IPT MISSION/OBJECTIVES

The purpose of the PEMP IPT is to provide DOE SR with a process for performance evaluation and measurement. This charter will define the processes that will be utilized to establish, monitor performance, and validate Performance Fee Agreements for the current contract period with SRNS. The mission of the IPT is to lead performance, and help avoid potential barriers to success.

The DOE-SR Executive Sponsor for the IPT is the Deputy Manager for Business (DMB). The IPT Lead is the Assistant Manager for Integration and Planning (AMIP). The IPT will be composed of both federal and contractor employees. Federal members will include the Deputy Manager for Cleanup Operations, the M&O Manager of Contract and Subcontract Management, Technical Leads, NNSA SRSO Manager and NNSA NA-262. Contractor members will include the Management and Operations (M&O) Vice President for Site Integration, the SRNS Manager of Contracts and Subcontract Management, and Technical Leads. The IPT will be augmented, as necessary, with Subject Matter Experts as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

The Performance Fee Board will be comprised of select Federal IPT members responsible for reviewing all submitted invoices for payment determination, and making recommendations to the Fee Determining Official (FDO).

BACKGROUND

SRNS was selected as the Savannah River Site (SRS) Management and Operations (M&O) contractor in May 2008 and assumed the role in August 2008. The SRNS contract is a cost plus award fee performance-based contract. Performance fee evaluation and measurement is documented in the PEMP.

Once approved, the Performance Based Incentives are documentation of objectives and completion criterion, which includes risk analysis and assumptions. The Performance Fee Agreement represents formal and binding performance fee expectations on the part of DOE and SRNS. The Performance Fee Agreement will identify the fee allocation amount for each performance component. Each Performance Fee Agreement contains an overall Performance Outcome, along with specific Contract Outputs, Completion Criteria and Validation Criteria.

METRICS

1. Submittal and approval of Performance Fee Agreements

2. Identification and delivery of Government Furnished Services and Items (GFSI) on the schedule needed to allow the contractor to meet defined outcomes
3. Completion of the Performance Fee Agreement criteria
4. Verification and payment of received invoices for completed outcome criteria

SCOPE OF IPT RESPONSIBILITIES

The IPT will provide input to the process to develop and approve Performance Fee Agreements, monitor progress made in performing work towards completion, and support the invoicing, validation and approval process. The IPT will accomplish oversight by tracking schedule progress, payment projections, and invoice validations.

The IPT shall meet monthly and monitor progress of submitted invoices for payment, and look ahead for Performance Fee Agreement and/or tasks that will be complete in the next 30 days. Additionally, the IPT will monitor delivery of GFSI and look ahead for deliverables required in the next 30 days. Information from the automated invoicing system will be used to perform this review.

SRNS will develop a schedule and set of schedule tools to monitor performance. If requested by the IPT, these tools will be used to provide additional information for the forecast review. For Completion Criteria that depend on GFSI to complete, the schedule will define a need date to support the Performance Fee Agreement due date. These dates shall be clearly communicated to DOE. Where possible, the financial performance of progress towards completion of each Performance Fee Agreement will be measured by tracking cost in the Work Breakdown Structure.

Validation (Invoice Processing)

A Lotus Notes application has been developed to support this process to facilitate routing, tracking and approvals. A process flow diagram has been developed to illustrate the validation path and is attached for information.

Upon completion of criteria described in the Performance Fee Agreement, the Contractor Input Coordinator (CIC) will route a Performance Fee Agreement Completion Form along with evidentiary documents and recommendation for payment to the Responsible Manager followed by the responsible Vice President for their review. Upon their concurrence, the form will be sent to the SRNS Manager of Contract and Subcontract Management to submit to the DOE CO. It will be sent in parallel to the DOE POC and routed through a technical reviewer and division manager to the appropriate Assistant Manager for information. Upon verification, the functional DOE AM will present a recommendation to the DOE Performance Fee Board.

The DOE Performance Fee Board will meet monthly to review submitted invoices that have completed DOE AM review. The Board will verify documentation provided demonstrates satisfactory completion according to the defined criteria and requirements. Performance fee determination will be made in accordance with the PEMP and/or specific criteria within the Performance Fee Agreement. If the Board concurs with the contractor's self-evaluation and recommendation, the DOE Fee Determining Official (FDO) determines the fee amount and authorizes payment of the invoice.

The IPT will review cases where the contractor identifies they will not complete the Performance Fee Agreement by the due date or within the performance period. The contractor will propose a path

forward which could include processing the late completion invoice through the established invoicing and validation process, or performing change control. Change control will be performed utilizing existing processes as described in the PEMP. The IPT will routinely involve subject-matter experts and the Senior Management Team, managers, and supervisors in resolving issues.

IPT Executive Sponsor

The IPT Executive Sponsor will provide performance input to the IPT Lead and members. The IPT Executive Sponsor will also be the senior DOE member on the Performance Fee Board.

IPT Lead

The IPT Lead is the federal official responsible for project success. In accordance with DOE O 413.3A and DOE M 413.3-1, the IPT Lead shall perform the following:

- Charter and lead the PEM IPT
- Schedule and hold PEM IPT meetings
- Request support from the DOE functional resources as required to resolve issues
- Assess contractor performance
- Identify and resolve critical issues
- Present any performance evaluation and measurement issues that cannot be resolved by the PEM IPT to the appropriate SR authority for final decision

IPT Members

IPT members are responsible for supporting the IPT Lead in fulfilling technical and project management responsibilities during project execution. Members conduct and/or coordinate activities for their respective organizational element or functional area of responsibility. The members are assigned specific roles and responsibilities for project success and report to the IPT Lead for execution of these responsibilities. IPT members shall perform the following generic responsibilities:

- Ensure interfaces are identified, defined, and documented
- Review and assess performance and project status against parameters, baselines, milestones, and deliverables
- Support the IPT Lead
- Review and comment on deliverables

The names of IPT members are current as of the issue date of this charter. Names or functional responsibilities may change at the discretion of the IPT Lead without having to modify or update this

charter.

The Table identifies the members of the IPT, the Performance Fee Board and the Technical Leads.

NAME	FUNCTION	ORGANIZATION
SCHWIER, Jean	IPT Executive Sponsor Performance Fee Board Lead	Deputy Manager for Business Operations
JOHNSON, Sandra	Alternate Performance Fee Board Lead Performance Fee Board Member	Deputy Manager for Cleanup Operations
HINTZE, Doug	IPT Lead Performance Fee Board Member	Assistant Manager for Integration and Planning
SCHLAG, Lance	Alternate IPT Lead Alternate Performance Fee Board Member	Director of Mission Planning Division
DEAROLPH, Douglas	NNSA Performance Fee Board Member IPT Member	Manager NNSA SRSO
CLARK, William	NNSA Alternate Performance Fee Board Member IPT Member	Manager NNSA NA-262
LOVETT, James	IPT Member	DOE M&O Contracting Officer
POWELL, Norm	IPT Member	SRNS VP Site Integration
TEMPLE, John	IPT Member	SRNS M&O Manager of Contract and Subcontract Management
CHRISTIAN, John	DOE IPT Technical Lead	Mission Planning Division
PENNINGTON, Michele	SRNS IPT Technical Lead	SRNS M&O Program Integration Office
ALLISON, Jeffrey	DOE Fee Determining Official	DOE Site Manager

CUSTOMERS/INTERFACES

- Leadership Team
- Contracting Offices
- M&O Contractor
- NNSA Savannah River Site Office

Attachment D, Lessons Learned

As fiscal year 2010 performance was being planned in July 2009, federal and contractor staff met to discuss Lessons Learned from the fiscal year 2009 performance period. The following issues were discussed and incorporated in this performance period.

General

1. Develop a schedule (with durations) and flowchart for the development of Performance Fee Agreements
    a. Start development early (10 weeks) so there is time for adequate negotiation on wording of contract output, completion criteria and validation criteria and leave adequate time for approval cycle. Last minute changes need to be reviewed by owners before finalization and approval.
    b. Include both DOE EM and NNSA in the entire process
2. Develop and communicate the "corporate strategy" for use in development of performance milestones (aggressive vs. realistic, objective vs. subjective etc.) Use the site strategic plans (both DOE and SRNS) to help us develop incentives.
3. Create a standard form or template that captures consistent information for Performance Fee Agreements (owners, completion criteria, validation documents, DOE AM etc.)
    a. Use a standard numbering sequence
    b. Identify GFSI from WBS BOE and need date (or duration) with each specific contract output
    c. Tie validation criteria and evidentiary documentation to specific outputs
4. Reach agreement on evidentiary documentation that will be used to document completion before finalizing the Performance Fee Agreement.
5. Be as specific as possible (i.e. which design is needed, what phase of design is required, what systems will be completed etc.)
6. Develop subjective incentives into more meaningful performance indicators
    a. Where there are subjective incentives, establish the grading and payment criteria in advance
7. Eliminate non-fee bearing milestones
8. Minimize the number of Performance Fee Agreements that require DOE action (GFSI) to complete.
9. Utilize progress payments for deliverables that span the entire performance period rather than a lump sum at the end of the period
10. Stagger completion dates throughout the performance period and try to avoid a large amount due in the final month, because there is no way to reallocate unearned funds at the end of the performance period
11. Develop process to enable super-stretch and/or reconcile with cost savings contract clause.
12. Standardize a change control process
13. Develop a procedure and communicate DOE R2A2 with respect to the performance process
14. Communicate fee perspective throughout the DOE organization, especially to technical reviewers.
15. Establish stream-lined subjective grading criteria and process, especially for Management Systems

Fee Invoicing System (FIS)

1. Identify SRNS and DOE reviewers/approvers in advance, so that the system will be populated initially
2. Identify DOE administrative POC
3. Offer training sessions on the Performance Fee Agreements and the FIS to new players so there is no confusion
4. Provide wider FIS access to enable completion input coordinators to view the entire database (what is currently due and what is coming due in their area)

Tracking/Reporting

1. Create an integrated schedule that shows upcoming items due, status and GFSI by linking individual project/facility schedules to a master schedule so that management has a convenient tool to monitor real-time status of all fee bearing milestones
2. Decide on the correct forum/meeting to status progress on all business and operations Performance Fee Agreements and raise issues
3. Establish tracking/reporting ownership within the organization
4. Establish protocol for addressing items due that will not be met
5. Develop cost performance reports for SRNS/DOE management.

Attachment E, Performance Fee Agreements

The Performance Fee Agreements for FY2010 are attached.

Performance Fee Agreement

PBI Number: SRNS2010MGT

Activity Name: Management Comprehensive

WBS Number: Multiple

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $10,000,000.00 (Subjective)
$3,800,000.00 (Objective)

Revision Number: 0

Senior level manager name:
Doug Hintze

Senior level supervisor/division manager name:
Lance Schlag

Performance Outcome:

Implement management processes and systems that provide timely, accurate and traceable information to enable more transparent and efficient execution of SRS missions.

This incentive is a hybrid incentive. Hybrid incentives contain both subjective and objective elements. The extent to which it is acceptable will be determined subjectively, using an adjectival rating. Contract outputs that have identified completion criteria will be validated with explicit criteria.

Contract Output: SRNS2010MGT-01

Increase management effectiveness and control of SRNS contractual work activities.

This Contract Output will receive an adjectival grade and numerical score. The following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Adjectival Rating	Percent of allocable fee	Definition
Exceptional	90-100	**Technical** – Met all performance requirements/Exceeded 20% or more; Minor problems/Highly effective corrective actions/Improved performance and quality results **Cost Control** – Significant reductions while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost issues/Effective corrective actions facilitated cost reductions **Schedule (Timeliness)** – Significantly exceeded delivery requirements (All on-time with many early deliveries to the Government's benefit); Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Highly professional/Responsive/Proactive; Significantly exceeded expectations; High user satisfaction; Significantly exceeded SB/SDB subcontractor goals; Minor changes implemented without cost impact/Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Very Good	81-90	**Technical** –Met all performance requirements/Exceeded 5% or more; Minor problems/Effective corrective actions **Cost Control** – Reduction in overall cost/price while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost/price issues/Effective corrective actions to facilitate overall cost/price reductions **Schedule (Timeliness)** – On-time deliveries/Some early deliveries to the Government's benefit; Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Professional/Responsive; Exceeded expectations; User satisfaction; Exceeded subcontractor goals; Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Satisfactory	50-80	**Technical** – Met all performance requirements; Minor problems/Satisfactory corrective actions **Cost Control** – Met overall cost/price estimates while meeting all contract requirements **Schedule (Timeliness)** – On-time deliveries; Minor problems/Did not effect delivery schedule **Business Relations/Management** – Professional/Reasonably responsive; Met expectations; Adequate user satisfaction; Met subcontractor goals; Reasonable change proposals/Reasonable definitization schedule; number and significance of audit findings, response to audits and associated corrective actions.
Marginal	26-49	**Technical** – Some performance requirements not met; Performance reflects serious problems/Ineffective corrective actions **Cost Control** – DO not meet cost/price estimates; Inadequate corrective action plans/No innovative techniques to bring overall

		expenditures within limits **Schedule (Timeliness)** – Some late deliveries; No corrective actions **Business Relations/Management** – Less professionalism and responsiveness; Lower user satisfaction/No attempts to improve relations; Unsuccessful in meeting subcontractor goals; Unnecessary change proposals/Untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Unsatisfactory	0-24	**Technical** – Most performance requirements are not met; Recovery not likely **Cost Control** – Significant cost overruns; Not likely to recover cost control **Schedule (Timeliness)** – Many late deliveries; Negative cost impact/Loss of capability for the Government; Ineffective corrective actions/Not likely to recover **Business Relations/Management** – Delinquent responses/Lack of cooperative spirit; Unsatisfied user/Unable to improve relations; Significantly under subcontractor goals; Excessive unnecessary change proposals to correct poor management; Significantly untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.

Up to $10 Million *(this incentive does not allow progress and/or provisional payment)* **of the Comprehensive PBI will be paid for Contract Output 1.**

Description/Background/Justification:

Lessons Learned:
DOE is implementing lessons learned through this approach. Lessons learned from FY2009, as reported in the FY2010 PEMP include:

1. Develop and communicate the "corporate strategy" for use in development of performance milestones (aggressive vs. realistic, objective vs. subjective etc.) Use the site strategic plans (both DOE and SRNS) to help us develop incentives.
2. Develop subjective incentives into more meaningful performance indicators
    a. Where there are subjective incentives, establish the grading and payment criteria in advance
3. Establish stream-lined subjective grading criteria and process, especially for Management Systems

Description/Background/Justification:
To achieve its vision and implement all desired management improvement efforts will require an organized, systematic approach to project execution. EM has developed and implemented the EM Program Management System (EMPMS) to clarify roles and responsibilities, to provide for more integrated operations, and to further establish a solid baseline for workforce planning.

The EMPMS is a performance-based management system. Performance-based management uses performance measurement information to help set agreed-upon performance goals, to allocate and prioritize resources, to inform managers so they can manage program activities to meet those goals, and to report on their status. It also offers opportunity to learn from any failures in performance and to continuously improve management practices.

The Performance Fee Board, as identified in the Performance Evaluation Measurement Plan (PEMP) will survey the following organizations:

Deputy Manager of Business

- Office of External Affairs

- Office of Chief Counsel
- Office of Support Services
- Office of Civil Rights
- Chief Financial Officer
- Office of Human Capital Management
- Assistant Manager for Integration and Planning

Deputy Manager of Closure

- Assistant Manager for Closure Projects
- Assistant Manager for Nuclear Material Stability Projects
- Assistant Manager for Waste Disposition Projects
- Office of Safety and Quality Assurance
- Office of Safety, Safeguards and Emergency Services
- Office of Acquisition Management
- Office of Laboratory Oversight

The organizations will be surveyed routinely throughout the performance period to solicit feedback in cross-cutting areas of contractor performance, such as safety, efficient use of trained and qualified human capital, quality, continuous improvement, cost effectiveness, timeliness of deliverables, compliance with contract, etc. Performance will be measured in whole, as well as separately by organizational function.

The organizational survey will be provided routinely to measure and report contractor technical performance (quality of product/service), Cost control, Adherence to schedule, and Business Relations/Management as these relate to the contractor support of the individual and collective DOE organization.

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

What follows is a listing of organizations and suggested performance measures that will be subject to survey on a regular periodic basis. The listing represents only a sample of performance measures; customer service is an implicit performance expectation. Both federal and contractor employees will strive to reach mutual expectations and conduct beneficial communications in support of site missions.

Office of External Affairs:

- The Contractor shall provide general planning, management and administrative services for all its public affairs activities and for other organizations as directed by the CO.

Office of Chief Counsel:

- The Contractor shall provide general planning, management and administrative services for all its legal affairs activities and for other organizations as directed by the CO.

Office of Support Services:

- The Contractor shall provide general planning, management and administrative services for all its business activities and for other organizations as directed by the CO.

Office of Civil Rights:

- Maintain essential elements of a Model Equal Employment Opportunity program

- Demonstrate firm commitment to equality of opportunity for all employees and applicants for employment.
- Strive to meet DOE-SR expectations to be model employers in the area of workforce equal employment opportunity and diversity, and provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at the site as specified in applicable state and federal laws and regulations.

Chief Financial Officer:

- Provide timely and accurate submittal of monthly Spend Plans for all major and minor Budget and Reporting (B&R) codes prior to issuance of DOE-SR monthly FinPlan. Submittal shall include all funds control points and should be received by DOE-SR on or before the 15th day of each month.
- Manage overhead (G&A, ESS, Dept. O/H) consistent with DOE-SR's Program Execution Guidance (PEG) letters.
- Provide timely and accurate performance of SRNS internal audits consistent with Approved Audit Plan.
- Provide timely and accurate communications to DOE-SR of emerging budget and financial issues.
- Provide timely and accurate reporting of contractor (SRNS) financial data to DOE corporate financial systems. Monthly submission of Integrated Contractor accounting data is due by noon (local time) on the 2nd business day following the end of the accounting period. Data includes the "Statement of Cash Activity" and the IC Interface.
- Provide timely and accurate response to all scheduled monthly, quarterly and annual financial statement/financial reporting requirements. Requirements will be defined and transmitted to SRNS via DOE accounting schedule maintained by the DOE CFO Finance Division. Ad hoc requirements will be transmitted and scheduled on a case-by-case basis.
- Provide timely and accurate responses as required to support and satisfy DOE IG/KPMG financial statement audit requirements. Requirements will generally be scheduled within known audit schedules; however, requirements may be ad hoc at times.
- Perform self-assessment of selected contractor financial/accounting policies/procedures to update, incorporate best practices, and insure continued compliance with DOE requirements. Or, provide assurance that policies/procedures are current and in compliance.
- Report monthly by the 15th day current and cumulative costing actuals by all major and minor Budget and Reporting (B&R) codes for cost actuals tracking and variance analysis against the Spend Plan. This is a measure of cost planning accuracy to costing actuals. The cost variance metric is to stay within plus or minus 5%.
- In FY10, SRNS will implement total indirect reporting to include G&A, ESS, the various DOH's as well as absence and the Taxes and Plan expenses. Monthly Indirect Briefings will be conducted with the client. SRNS will also implement a Unit billing system to move usage based services out of the overheads and into usage based unit billing to users. Full implementation of the billing system for usage will be accomplished by June 30, 2010. Actual billing for the services will be contingent upon PBS impact and approval of the accounting practice change.

Office of Human Capital Management:

- To improve performance and recognize cost savings, the current Retirement Plan Financial Advisors and Actuarial Services contracts will be competitively bid.
- To improve performance and recognize cost savings, the Long Term Disability plan will be overhauled and the current retiree medical plan for non-incumbents will be developed.
- To improve efficiencies and performance, and recognize cost savings, in addition to transforming the business, a single performance management system will be implemented, better management of recruiting efforts will be achieved and developmental programs will be created. An electronic employee training monitoring system will also be developed.
- Currently craft employees that are assigned to SAA or ARRA divisions are evaluated and scored in accordance with the Craft Performance Evaluation (CPEP). The results of these evaluations are then

combined with direct hire forces yielding an overall ranking within each craft. While CPEP has proven to be the best resource to maintain the most diverse work force here at SRS, there is a need to provide separate rankings for direct hire execution versus support of SAA or ARRA, which includes craft functioning in a staff augmentation position.

Assistant Manager for Closure Projects:

- Demonstrate continued progress towards meeting the DOE energy intensity reduction goal of 3% annually or 30% by 2015 from the 2003 baseline and contribute to the water intensity reduction goal of 2% annually or 16% by 2015 from the 2007 baseline, by reducing energy intensity and water intensity during FY 2010.
- Contribute to achieving all high performance sustainable building (HSPB) goals at 15% of building footprint by making the no-cost improvements identified through the HSPB assessment tool and by incorporating other HSPB improvements to the assessed buildings as possible during upgrades to these buildings.
- Support annual and quarterly reporting, planning, and implementation of energy, water, and sustainability initiatives as requested.
- Annual environmental reports, including National Environmental Policy Act planning summary, Site Environmental Report, and NESHAPs Radionuclide Air Emission Report
- Updates to regulatory documents, including the Site Treatment Plan, and various permit applications, modifications and licenses
- Quality ORPS reports
- Timely notifications to DOE regarding abnormal events in the field
- Prompt Fact Finding meetings and thorough investigations
- Effective, auditable corrective actions, tracked to closure, that actually correct deficiency

Assistant Manager for Nuclear Material Stability Projects:

- Complete modification of SNF cask
- Complete rail spur upgrades to support transfer of SNF to H Canyon
- Complete preliminary design for cask loading modifications and procure engineered equipment and design materials required for cask loading modifications
- Submit PAV CD-1 on or before schedule
- Complete preliminary design for MTS rack/support structure on or before schedule
- Complete the procurement and receive 10 HFIR racks on or before schedule
- Timely delivery of quality engineering & safety documentation
- Support programmatic studies on an as needed basis
- Train, acquire, etc., sufficient critical scientific and engineering resources to provide timely support to the Nuclear Materials mission
- Load at least 20 HEU trailer on or before schedule
- Load a minimum of 20 LEU trailers
- Complete and submit Nuclear Materials System Plan

Assistant Manager for Waste Disposition Projects:

- The Contractor shall manage the Solid Waste Program to safely and effectively prevent and/or minimize the generation of solid waste to include hazardous, low level, transuranic, mixed, and municipal sanitary wastes. The Contractor shall ensure that the handling, treatment, storage, transportation and disposal of existing "legacy" and future solid waste is environmentally sound and in compliance with DOE Directives, and applicable regulations and requirements.
- The Contractor shall manage and integrate site-wide solid waste recycling, treatment, storage, disposal and transportation activities and implement waste minimization/pollution prevention initiatives. The

Contractor shall also provide on-site/off-site waste generators with technical support and verification of compliance with waste acceptance criteria, including Safety Basis and Performance Assessment objectives.

Assistant Manager for Integration and Planning:

- SRNS will provide an overarching Site wide Comprehensive Plan/Ten Year Site Plan that is based on clear objectives, sound data, and effective communication, linking the real property asset management functions of acquisition, utilization, maintenance, recapitalization, disposition, and long term stewardship to the accomplishment of all site mission, with particular emphasis on:
    - Utilize of an integrated, crosscutting holistic approach (landlord approach) to asses all real property assets against the long term mission requirement for all site missions in the detail necessary to identify the projects and activities needed to sustain them for mission needs.
    - A ten year horizon that defines activities and projects that put the site on track to satisfy identified long term mission needs. These activities will be included in the IFI crosscut budget, reflecting, in a clear and transparent manner, projects and activities necessary to sustain long term mission requirements.
    - The designation of facilities according to mission criticality and projections for when facilities would become excess and available for deactivation and disposition based on mission needs.
    - Utilization of accurate FIMS data as well as accurate maintenance management and utilization data to supports mission requirements.
- Bring improved accuracy and completeness of FIMS data,, involving facility tenants in fully utilizing the SRS FIMS database to support the Real Property Asset Management functions, modifying the data base if needed to improve usability such as identify tenants and building assignments.
- DOE Line Organization Project Management and Project Controls Support
- Risk Management
- Earned Value Management (EVM)
- Baseline and Budget Planning
- Site Integration
- Performance Measurement Development and Tracking
- EM's Total Cost Management (TCM)
-

Office of Safety and Quality Assurance:

- Improve the safety culture at SRS through enhancements in Key site-wide initiatives
- Implement and maintain effective (contactor/ agency) assurance programs
- Advance the SRS position as a leader in Integrated Safety Management throughout the DOE Complex
- Enhance and improve safety performance through various measures and commitments

Office of Safety, Safeguards and Emergency Services:

- Access Authorization Policy outlined in the DOE Personnel Security Manual, 470.4-5 approved August 26, 2005, states that proper justification for the need for an access authorization has to be provided by the sponsoring entity. SRNS will update all clearance justifications for SRR and SRNS employees such that the clearance justifications are current.

Office of Acquisition Management:

- Work with M&O to interface their existing automated property pass system into the DOE-SR personal property program. Establish a mechanism for internal reviews and approval that will ensure the proper authority and need to move property off site. In order to streamline the property pass process and increase efficiency the CAAMT is working with the M&O to adopt their automated property pass system. The system will require process routing modifications and authority recognitions in order to work under the current DOE-SR system.
- Working with Headquarters, DOE-SR can increase efficiency on annual reporting requirements by

providing contractor's access to the Federal Automotive Statistical Tool (FAST). Once the contractors are trained and provide password to the system this will prevent duplication of effort and reduce operating error on reporting.

- Measure the extent to which sensitive and high risks personal property subject to physical inventory is located during annual inventory. Inventory data is tabulated either manually or by an automated system and extracted for sensitive and high risk items. The amount that was physically located divided by the amount of formal accountable items subject to physical inventory. Annual Inventories are required of both Federal and contractor entities in order to ensure the accountability and system integrity of the personal property management program. The improper handling of sensitive and high risk items poses a considerable risk to the Department. Inventories of these types of items are conducted annually and require discipline.
- Personal Property Monthly Walk Through Program
- Management of subcontracting and purchasing
  - Develop, as required by the clause in Section 1 entitled, DEAR 970.5244-1 "Contractor Purchasing System," procedures for evaluating the ES&H records of companies submitting offers/bids/proposals for performing subcontract work in Government-owned or leased facilities under the contract.

Office of Laboratory Oversight:

Overall, SRNL is expected to produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; meet customer expectations; and contribute to the overall mission goals of DOE. SRNL is expected to provide effective program vision and leadership; strategic planning and development of initiatives; recruit and retain a quality scientific workforce; and provide outstanding research processes, which improve research productivity and quality while maintaining a safe and healthy work environment. Progress towards the development of SRNL into the Nation's premier applied science laboratory in EM, National and Homeland Security and Energy Security by delivering world-class innovative performance in national defense and homeland security technologies, hydrogen technology and cleanup will be monitored by DOE.

- Specific areas that will be monitored by DOE include:
- Meet environment, safety, and health requirements for SRNL and demonstrate commitment to a world-class safety culture
- Maintain a robust LDRD program
- Expand SRNL's technical portfolio
- Aggressively work actions in the SRNL Strategic Plan, Infrastructure Plan, Separate and Distinct Business Unit Plan and update the plans as needed to maintain their relevancy
- Develop and implement plans to enhance SRNL computational infrastructure
- Make progress towards establishment of a National Center for Applied Separations Science
- Establish a broad-based coalition of university partners to expand the laboratory's capabilities and provide a source of talented scientists and engineers for the future.
- In partnership with DOE, develop funding strategies that aggressively pursue projects to meet the needs identified in the SRNL Infrastructure Plan.
- Establish educational programs at all levels to form a long-term human capital pipeline for SRNL and SRS while advancing the overall skill base for the region.
- Provide agile business systems that can support the required rapid growth of SRNL.
- Provide a comprehensive communications program that will effectively and consistently market SRNL capabilities and ensure appropriate recognition of contributions.
- Work with DOE-SR and contractor organizations to reduce the time required to process WFOs and Interagency Agreements.
- Enhance university relations through increased partnerships, joint appointments, and planned opportunities for more post docs at SRNL.
- Make effective use of the SRNL Advisory Board

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 01.01	9/30/2010	Up to $10,000,000	Provide a monthly report measuring technical, cost, and schedule performance in accordance with contract requirements. The report will include trending data and analysis.

Contract Output: SRNS2010MGT-02

The contractor will comply with terms and conditions of the contract relating to safeguarding information, and comply with security requirements of the contract. This includes oversight of security systems.

Up to 4% of the Comprehensive PBI will be paid for Contract Output 2.

Description/Background/Justification:

1. Graded Security Protection (GSP) Policy (DOE Order 470.3B), approved August 12, 2008, replaces the 2005 Design Basis Threat (DBT). GSP provides the threat parameters and performance metrics for protection of nuclear weapons, components, special nuclear material (SNM) and other Departmental assets. SRNS developed a schedule and resource loaded schedule for implementation of GSP. This schedule was approved by DOE-SR OSSES and DOE-HQ EM. The incentive is applied to the final activities to complete SRS implementation of Graded Security Protection (GSP) policy at K Area Complex (KAC).

2. The REEF Project baseline includes installation of Argus physical security system components in the field necessary for building operations, but does not establish the Argus infrastructure within A-Area. The Argus project was authorized to establish the needed infrastructure to support A-Area including REEF, but funding has not been allocated for this effort in FY10. The subset of the A-Area Argus effort necessary to support security system operations within REEF is estimated to cost $716K including overheads. This primarily consists of the installation of the Argus console at the Central Alarm Station, configuration of Argus host and sub-host computers, associated maps and database work, establishment of the A-Area Argus network, and the start-up and testing of the overall effort.

3. It is the desire of SRNS to significantly improve the SRS site's cyber security posture by continuing a phased implementation of the site's network switches by providing enhanced network admissions capability. Edge NAC switches will be installed in 126 buildings in FY2010.

Number	Exact date, periodicity,	Fee	Completion Criteria

	frequency		
SRNS2010MGT -02.01	5/31/10	$100,000	Submit final KAC Site Safeguards and Security Plan (SSSP) to DOE-SR OSSES
SRNS2010MGT -02.02	7/31/10	$200,000	Install and startup the Argus components per the 8/2009 design required to manage the REEF physical security system
SRNS2010MGT -02.03	9/30/10	Up to $300,000	Fee will be paid as follows: 10% for each group of 25 buildings up to 100 buildings; and 60% for the remaining 26 buildings

Contract Output: SRNS2010MGT-03

The contractor is required to maintain and manage to an accurate multi-year performance baseline, and provide a systematic project management system which provides cost estimating, scheduling, and risk for establishment and maintenance of an appropriate technical baseline.

Up to 9% of the Comprehensive PBI will be paid for Contract Output 3.

Description/Background/Justification:

The FY10-15 baseline will be continuously enhanced based on internal and external feedback. EVMS reporting will be formalized and routine corporate reviews will be standardized. Furthermore, SRNS will use existing hardware and expand the Cobra functionality to the rest of M&O site users. This will include full replacement of ICTS and STARS forecast functionality.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT -03.01	12/31/09	$500,000	Develop a contractor's EVMS that is in conformance with DOE O 413.3A and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748, Earned Value Management System.
SRNS2010MGT -03.02	3/31/10	$500,000	Expand COBRA cost processing application to all site users
SRNS2010MGT -03.03	9/30/10	$200,000	Develop an integrated formal process that fully addresses risk management at SRNS.

Contract Output: SRNS2010MGT-04

The contractor will develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing missions of the site. DOE expects the Contractor to produce effective and efficient business and technical management structures, systems, and operations that maintain high levels of safety and quality in accomplishing the work required under this contract.

The contractor will use a disciplined system of management and internal business controls to assure safeguarding of government funds and assets.

Up to 9% of the Comprehensive PBI will be paid for Contract Output 4.

Description/Background/Justification:

Continuous Improvement System

SRNS Process Excellence Department will provide comprehensive approach to define, prioritize, evaluate, and improve processes at SRS. CI is integral to the management strategy which will ensure the longevity and the viability of new missions at SRS. The execution of SRNS's Continuous Improvement Strategy turns an overwhelming collection of possibilities into a positive and actionable approach. A maturing CI culture will create a better place to work, a better use of taxpayer resources, and a more environmentally responsible, safe, secure, and energy efficient site.

Business Management Systems enabling Enterprise Integrated functionality

To support SRNS' site business transformation initiatives along with the multi-contractor environment, including the management service agreements, enhanced financial transparency is needed to support both operations and DOE reporting. The current IT technology and architecture have significant issues, which have been identified in the annual OMB-A-11 risk assessment results the past four years. In addition, there are significant needs for system changes to support the business changes required for the project execution of the FY10-15 baseline management.

Current software and hardware implementations are not cost effective, have continuing risk of failure, are inflexible, and are not aligned with the Office of Management and Budget (OMB) Federal Enterprise Architecture guidelines. These legacy applications developed over twenty years ago no longer support efficient, business processes compared to today's industry standards To further exacerbate the situation, with the average age of the workforce over 51, technology risks increase when the existing technology experts retire, impacting the ability to sustain operations over the near future. Current systems require substantial resources to accommodate delivery of real time data in support of project schedule, financial budget and forecast decision making.

SRNS has planned a phased approach during FY10 and FY11 for these systems to include a path forward that will maximize risk reduction and cost savings. SRNS will analyze Business Systems for replacement to include Financial Management, Procurement/ Supply Chain, and Project Controls systems. DOE Records Management requirements will be integrated into new systems to mitigate risk from a functional and Vital Records perspective. SRNS has included this scope along with productivity improvements in the FY10 execution rates. The achievement of business driven productivity improvements supported by new technologies will be planned and executed where a positive return on investment can be demonstrated. SRNS will proceed in alignment with SRS Strategic Vision in support of the business mission, goals, and objectives. SRNS will include business stakeholders, organizations and processes. SRNS will reengineer core business functions to enhance strategic, supportable, and integrated business-enabling solutions.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT -04.01	9/30/10	Up to $200,000	Implement formal continuous improvement program.
SRNS2010MGT -04.02	9/30/10	$1,000,000	Attain **System Design** Stage Exit business system upgrade project

Contract Output: SRNS2010MGT -05

Develop and implement an activity based cost approach relative to the budgeting and planning of SRNS overhead/indirect cost programs.

Up to 4% of the Comprehensive PBI will be paid for Contract Output 5.

Description/Background/Justification:

Improve the development of budget and planning estimates for the SRNS overhead/indirect programs.

During FY09, the Environmental Management program office commissioned a review of the SRNS overhead/indirect cost programs. The review resulted in several observations/recommendations relative to the planning, budgeting, and management of the SRNS overhead/indirect programs. Most notably, the team identified concern with the level of effort approach to developing budget/planning estimates, the use of unconstrained funding assumptions, lack of standardized methodology across overhead/indirect organizations, and lack of consistency/correlation with changes in the estimated direct work load.

Develop an overhead/indirect program budgeting and planning approach where cost estimates are developed using an activity based cost approach. Insure that cost estimates are developed consistently across all overhead/indirect organizations/pools. Insure that overhead/indirect programs are right-sized and cost estimates are developed consistent with and validated against planned contractual funding levels and expected future site direct workload requirements. Identify any resulting overhead/indirect funding shortfall and impact on program execution.

Number	Exact date, periodicity, frequency	Percent Fee	Completion Criteria
SRNS2010MGT -05.01	5/31/10	$300,000	Develop, document, and deliver an overhead/indirect budget and planning process to DOE-SR
SRNS2010MGT -05.02	7/31/10	$300,000	Implement the revised budget and planning process

Contract Output: SRNS2010MGT -06

Provide general planning, management and administrative services for all its activities and for other organizations as directed by the CO, including Real and personal property management.

Up to 2% of the Comprehensive PBI will be paid for Contract Output 6.

Description/Background/Justification:

As part of a establishing a viable maintenance management program, complete condition assessments on at least 20% of the mission critical facilities by the end of FY2010, and be on track to complete 20% of facilities each FY there after. A viable maintenance

management program would also include a work control system, management of deferred maintenance, a method to prioritize based on the overarching comprehensive plan, and systems to budget and track maintenance expenditures.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT-06.01	9/30/10	$200,000	Complete condition assessments on at least 20% of the mission critical facilities as part of a phased approach to perform condition assessments on all facilities within 5 years.

Acceptance Criteria

SRNS2010MGT -01.01	Contractor monthly report measuring technical, cost, and schedule performance in accordance with contract requirements. The report will include identification of issues related to the above measurements, root cause analysis of those issues, corrective actions planned to remedy the issues, trending data and analysis.
SRNS2010MGT -02.01	SRNS will provide the final KAC SSSP to DOE-SR
SRNS2010MGT -02.02	SRNS will provide a copy of the Argus REEF acceptance test to DOE-SR
SRNS2010MGT -02.03	SRNS will provide documentation of switch function testing.
SRNS2010MGT -03.01	Validation of compliance with DOE O 413.3A and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748, Earned Value Management System.
SRNS2010MGT -03.02	Demonstrate availability to all site users, and validation report on random sample testing of users.
SRNS2010MGT -03.03	1. Provide a revised Procedure: 2.62, Rev. 10 Project Risk and Opportunity Analysis from Manual E11 Conduct of Project Management and Control that addresses in detail the integration into the baseline of technical, programmatic, cost and schedule contingency. 2. Provide Risk Management Plans per DOE G 4.13.3-7 Risk Management Guide as required to support the revised Risk Management Process. 3. Provide a backup (validation) report and an integrated schedule that has both schedule and cost contingency incorporated. 4. Report important risk and opportunities through the SRNS Risk Program to DOE. a.) Provide on a monthly basis a list of risk and opportunities on the "watch list." b.) Provide summary report of Quarterly Meetings (e.g., PowerPoint presentations and meeting minutes). 5. Provide a flow chart/organizational chart that shows a single organization (group) has overall responsibility for risk management.
SRNS2010MGT -04.01	1. Divisional Continuous Improvement Experts (DCIE) Mentoring Model Established 2. DCIEs Deployed 3. Performance Dashboard for Key Business Metrics Created 4. Continuous Improvement (CI) Equipping IPT Established

5. CI Project Tracking System Implemented
6. Continuous Improvement Agents (CIA) Training Curriculum Established
7. CIAs Identified and Deployed
8. CI Web Portal Containing Tools, Methods, and Resources for all CI Roles
9. Cost Savings Validation Process Established and Implemented
10. Financial validation and categorization of savings resulting from CI projects
11. Baseline changes incorporated as required
12. Contract implications coordinated through Contracting Officers
13. FY10 Annual CI Assessment
14. Complete Reintegration of 1st wave of DCIEs

SRNS2010MGT-04.02

1. Conceptual Design Report has been completed and delivered to DOE for review
2. Complete Acquisition Strategy- Review acquisition strategy to ensure it includes necessary requirements analysis, alternative analysis, and procurement and contract plans. Ensure there is sufficient information to make management decisions and evaluate vendor proposals.
3. Ensure the full scope of the project has been adequately described in the Exhibit 300 Business Case and the High-level requirements meet the business need.
4. Ensure requirements account for DOE Records Management Specifications
5. A recommend solution has been selected from a range of alternatives. In accordance with DOE 413.3-14 Guidance.
6. Approval of Cost, Schedule, and Performance Baselines from DOE

a. Scope – WBS contains all project scope defined to levels sufficient to support detailed cost and schedule estimates.
b. Cost – Total Project Cost (TPC) established with 80-90 percent confidence of achieving cost baseline.
c. Schedule – Project completion date established with 80-90 percent confidence of achieving baseline completion date.
d. Design – Approximately 25- 30 percent of the total project design complete (with clear understanding of actions needed to complete final design).
e. Documentation – All baseline documentation should be complete and included in PEP.

7. Complete Functional Design Document template, submit for DOE Review
8. Complete System Design Document template , submit for DOE Review
9. Submit formal review of the System Design and supporting documentation for DOE Review

10. Provide all **applicable documentation** to validate System Design Phase completion.
    Applicable Documentation Defined:

a. Requirements Traceability Matrix (Draft and Expanded)
b. Continuity of Operations Statement Plan
c. Data Dictionary (Draft and Expanded)
d. Requirements Specification
e. Acceptance Test Plan (Draft)
f. Project Plan (revised as applicable for each stage of Software Engineering Methodology/Software Development Life Cycle)
g. Structured Walkthroughs
h. Meet all conditions for Requirements Definition Stage Exit
i. Logical Model
j. Functional Design Document
k. Complete Functional Design In-Stage Assessment
l. Meet all conditions for Functional Design Stage Exit
m. Physical Model
n. Integration Test Plan
o. System Test Plan
p. Conversion Plan
q. System Design Document
r. Program Specifications
s. Programming Standards
t. Complete System Design In-Stage Assessment
u. Meet all conditions for System Design Stage Exit

SRNS2010MGT -05.01	DOE receipt and acceptance of the revised overhead/indirect budget and planning process.
SRNS2010MGT -05.02	Demonstrate implementation of the revised overhead/indirect budget and planning process.
SRNS2010MGT -06.01	Condition assessment report; Condition assessment schedule for future years under base contract; Maintenance Management program assessment

Performance Fee Agreement

PBI Number: SRNS2010SI

Activity Name: Site Infrastructure

WBS Number: 1.29.01.04.02, 1.29.01.05.06.01, 1.29.01.05.06.02, 88.35.01.01.01.01, 88.35.05.01.01.04.04

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $1,000,000.00

Revision Number: 0

Senior level manager name:
Karen Guevara

Senior level supervisor/division manager name:
Ben Gould

Performance Outcome:

The Contractor shall pursue site infrastructure re-investment projects and support the biomass projects to achieve mission goals and ensure a safe and secure workplace for all SRS personnel.

Contract Output: SRNS2010SI-01

Biomass Project Support. Meet all SRNS agreed upon scheduled milestones, activities and reviews to ensure successful construction and startup of the Biomass Cogeneration Facility and the K and L Area Heating Plants.

Description/Background/Justification:

The purpose of the new Biomass Cogeneration Facility and Heating Plants is to provide reliable steam while maximizing the use of a renewable energy source. The impacts associated with not successfully constructing and starting up these new facilities in a timely manner risk: (1) the inability to provide reliable steam to facilities such as the Tank Farms, DWPF, and K and L Areas, (2) not meeting target dates for deactivation of the 484-D powerhouse, and (3) additional delays in achievement of renewable energy goals outlined in current federal legislation. Site Infrastructure will be utilized as a technical agency to provide operational, technical, and logistical input on matters associated with the multitude of utility services, interfaces, and impediments to help ensure successful

execution of the project.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-01.01A	9/30/2010	$100,000	Facilitate onsite permit development and approval process
SRNS2010SI-01.01B	9/30/2010	$400,000	Provide infrastructure liaison support (SME, CTM, etc.) that facilitates Ameresco's schedule by identifying, eliminating or mitigating impediments and facilitating GFSI
SRNS2010SI-01.01C	9/30/2010	$400,000	Complete all scheduled infrastructure tie-ins/modifications per agreed to schedule
SRNS2010SI-01.01D	9/30/2010	$100,000	Document reviews requested by DOE will be completed within agreed upon timeframe

Contract Output: SRNS2010SI-02

Site Infrastructure Re-Investment. This output uses a Super Stretch incentive to build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure and safe and secure workplace for all SRS personnel.

NOTE: The Performance Evaluation Measurement Plan (PEMP) defines Super Stretch as: A Super Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Description/Background/Justification:

The infrastructure mission is to efficiently configure and optimize SRS infrastructure to meet the 21st century stewardship programs. Although SRS is gaining new missions, the infrastructure is approaching 60 years old. In addition, over the past 10 years, funding for infrastructure repairs/replacements has declined considerably as budget pressures increased and funds were needed to support direct mission activities. New and existing missions can only be performed safely and efficiently with a reliable infrastructure in place. The Contractor will re-invest in Site Infrastructure through the implementation of upgrades as identified in the approved Infrastructure Mission Alignment Plans. The upgrades will include projects from the FY10 Infrastructure Systems List which are currently identified in the SRS FY10-FY15 baseline and emergent work that is performed relative to the improvement of the site infrastructure.

Number	Exact date, periodicity,	Fee	Completion Criteria

	frequency		
SRNS2010SI-02.01	Each	Up to 20% of estimated cost	Fee shall be awarded for each infrastructure project completed above the FY 10 funded infrastructure scope of work. These projects will be documented in a DOE letter of technical direction. For each completed project, fee will be awarded up to 20% of the estimated direct cost of the work.

Acceptance Criteria

SRNS2010SI-01.01A	DOE-SR will review SRNS document log of completed permit documentation activities
SRNS2010SI-01.01B	DOE-SR will review SRNS document log of reviewed impediments that have been identified and overcome, including documentation of specific mitigation activities
SRNS2010SI-01.01C	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure tie-ins/modifications
SRNS2010SI-01.01D	DOE-SR will review SRNS document log of completed document reviews, including resulting feedback/recommendations/assistance
SRNS2010SI-02.01	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; additionally, the contractor shall provide documentation of cost estimating with analysis, and cost avoidance/savings scenarios identifying benefit to the government.

Performance Fee Agreement

PBI Number: SRNS2010NMS

Activity Name: Nuclear Materials Storage and Disposition

WBS Number: 1.29.20.01.01.02,1.29.20.01.03.02,1.29.20.02.01.01, 1.29.08.01.01

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $10,000,000.00

Revision Number: 0

Senior level manager name:
Patrick McGuire
Senior level supervisor/division manager name:
Brenda Mills

Performance Outcome:

Receive, store, disposition and ship nuclear materials in a safe, secure, and stable form with the objective of reducing risk in DOE complex-wide facilities, foreign and domestic research facilities through non-proliferation, consolidation (plutonium [Pu], uranium [U], spent nuclear fuel [SNF]), stabilization and surveillance of nuclear materials.

Contract Output: SRNS2010NMS-01

Receive, store, characterize, and disposition surplus uranium materials and SNF.

Description/Background/Justification:

The Enriched Uranium Disposition (EUD) project is responsible for receiving, dissolving, processing, and blending the highly enriched uranium (HEU) metals, oxides, and SNF down to low enriched uranium (LEU). A significant amount of HEU processing and preparations for SNF processing will need to occur in FY10 in order to disposition 26 metric tons (MT) of heavy metal by 2019.

Up to 65% of the allocated PBI fee will be paid for Contract Output 1 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS			Begin dissolving irradiated spent nuclear

-01.01			fuel (SNF):
SRNS2010NMS -01.01A	9/30/10	$1,000,000	Complete L-Area preparations to ship SNF from L- Area to H-Canyon based upon a DOE letter of technical direction.
SRNS2010NMS -01.01B	9/30/10	$1,500,000	Complete H Canyon preparations to receive and charge SNF based upon mutually agreed on scope of work.
SRNS2010NMS -01.01C	9/30/10	$2,500,000	Charge first SNF material to H Canyon Dissolver
SRNS2010NMS -01.02	9/30/10	Up to $1,500,000	Complete charging to the dissolver the balance/remainder of un-irradiated enriched uranium. The material to be processed will be documented in a DOE letter of technical direction. This quantity is currently estimated to be 600 kgs of HEU). (5% of fee {up to 15% of PBI fee} for each 200 kgs dissolved). If less than 600 kgs of HEU is available, up to 15% of this PBI fee will be paid upon completion of all available HEU.

Contract Output: SRNS2010NMS-02

Receive, store, characterize, and disposition surplus plutonium materials.

Description/Background/Justification:

HB-Line is scheduled to process surplus plutonium materials and transfer the plutonium solution to the Defense Waste Processing Facility for disposition. Plutonium oxide removed from 3013 container is repackaged and temporarily stored in K-Area until it is shipped to HB-Line for processing. HB Line will also process other surplus plutonium materials.

Up to 25% of the allocated PBI fee will be paid for Contract Output 2 as follows:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010NMS -02.01			Dissolve Pu material currently stored or received in K-Area:
SRNS2010NMS -02.01A	9/30/10	Up to $500,000	The first 70kgs charged to HBL dissolver (1% of fee {up to 5% of PBI fee} for each 14 kgs charged to the dissolver)
SRNS2010NMS -02.01B	9/30/10	Up to $500,000	An additional 20kgs charged to HBL dissolver (1% of fee {up to 5% of PBI fee}

			for each 4 kgs charged to the dissolver)
SRNS2010NMS -02.01C	9/30/10	$200,000	An additional 20kgs charged to HBL dissolver (1% of fee {up to 2% of PBI fee} for each 10kgs charged to the dissolver)
SRNS2010NMS -02.02			Receive and disposition Hanford Low Activity (LAP) materials
SRNS2010NMS -02.02A	11/30/09	$500,000	Complete first receipt of LAP material in H-Area (5% of PBI fee)
SRNS2010NMS -02.02B	9/30/10	$500,000	Complete charging LAP material upon receipt of last shipment . (5% of PBI fee)
SRNS2010NMS -02.03			K-Area Purification Area Vault (PAV)
SRNS2010NMS -02.03A	9/30/10	$300,000	Submit CD2B &3B in accordance with DOE 413.3A Chg. 1 requirements.

Contract Output: SRNS2010NMS-03

Execute the 9975/3013 Surveillance Program.

Description/Background/Justification:

The SRS 9975/3013 surveillance program includes the K-Area Interim Surveillance (KIS) process and provides the capability to perform non-destructive evaluations (NDE) and destructive evaluations (DE) capabilities of 9975/3013 containers. The NDEs and DEs provide objective evidence that Pu can be safely stored in accordance with DOE standards.

Up to 5% of the allocated PBI fee will be paid for Contract Output 3 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -03.01	9/30/10	4 groups of 10 surv., and 1 group of 12 surv. @ $100,000 Up to $500,000 for 52 surv.	Complete 18 DE surveillances and 34 NDE surveillances. 1% of fee {up to 5% of PBI fee} for each of the first four groups of 10 surveillances completed, and a final group of 12 surveillances (52 total surveillances are planned for FY10).

Contract Output: SRNS2010NMS-04

Receive and store Foreign and Domestic Research Reactor SNF.

Description/Background/Justification:

The Savannah River Site (SRS) L-Area Complex (LAC) receives and stores spent nuclear fuel in L Basin in support of the Department's non-proliferation mission. In addition to the fuel already stored onsite, the Sent Fuel Program will receive SNF from foreign and domestic reactors. SRNS will support the receipt of spent nuclear fuel per the Receipt and Unloading Schedule Agreement signed by SRNS and DOE. See Attachment E, Receipt and Unloading Schedule Agreement.

Up to 5%of the allocated PBI fee will be paid for Contract Output 4 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -04.01	Quarterly	Up to $125,000 (quarterly); Up to $500,000 (annually)	Safely and securely receive and unload FRR and DRR fuel with up to 1.25% fee to be paid every quarter (up to 5% annual) that the mutually agreed upon receipt and handling schedule agreement is met for delivery or unloading is completed during the quarter.

Contract Output: SRNS2010NMS -05

Facility life extension: This will be a Super Stretch incentive.

NOTE: The Performance Evaluation Measurement Plan (PEMP) defines Super Stretch as: A Super-Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Description/Background/Justification:

Continuing operations increases the risk that an unplanned failure of a system, structure or component (SSC) that support nuclear material operations. Many SSCs are old and are very expensive to replace and flat funding for infrastructure upgrades has limited the amount of spares that can be kept in inventory.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -05.01	Each	Up to 20% of estimated cost	Fee shall be awarded for each system, structure or component (SSC) replaced/upgraded above the FY10 baseline

scope of work. These SSCs and estimated cost will be documented in a DOE letter of technical direction. For each SSC completed, fee will be awarded up to 20% of the estimated direct cost of the work.

Acceptance Criteria

SRNS2010NMS -01.01A	Verify L-Area Authorization Agreement for SNF shipments to H-Area is approved prior to September 30, 2010.
SRNS2010NMS -01.01B	Verify H-Area Authorization Agreement for spent fuel processing is approved prior to September 30, 2010.
SRNS2010NMS -01.01C	Documentation that a SNF shipment, stored in the L-Area wet basin, was shipped from L-Area in a refurbished 70 Ton Cask, and began dissolution in H Canyon by the end of FY10.
SRNS2010NMS -01.02	Physical inspection of charging log.
SRNS2010NMS -02.01A	Physical inspection of dissolver log.
SRNS2010NMS -02.01B	Physical inspection of dissolver log.
SRNS2010NMS -02.01C	Physical inspection of dissolver log.
SRNS2010NMS -02.02A	Complete physical inspection of shipment.
SRNS2010NMS -02.02B	Physical inspection of dissolver log.
SRNS2010NMS -02.03A	Submittal of CDs to DOE-SR
SRNS2010NMS -03.01	Completion includes validation operations log of DE and NDE completed and validation of Surveillance Program Authority (SPA) Data Set 1 parameters for the DE samples.
SRNS2010NMS -04.01	Validation of Cask Data Sheets for casks received and unloaded against the Receipt and Unloading Schedule Agreement.
SRNS2010NMS -05.01	Physical walk down of installed, of SSC and / or evaluation of work completed packages; additionally, the contractor shall provide documentation of cost estimating with analysis, and cost avoidance/savings scenarios identifying benefit to the government.

Performance Fee Agreement

PBI Number: SRNS2010SRNL

Activity Name: Savannah River National Laboratory (SRNL)

WBS Number: Multiple

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $3,500,000

Revision Number: 0

Senior level manager name:
Karen Hooker

Senior level supervisor/division manager name:
Patrick Jackson

Performance Outcome:

SRNL's three-fold mission is to enable the success of SRS and the Office of Environmental Management (EM) operations and projects, to provide technical leadership for future site missions, and to utilize its technical expertise to provide vital national and regional support in achieving the broader goals of DOE and the federal government. The vision for SRNL is to be the nation's premier applied science laboratory in Environmental Management, National & Homeland Security, and Energy Security. A primary goal is to position SRNL into a financially sustaining, distinct business unit.

Contract Output: SRNS2010SRNL -01

Book new revenue (Total Project Cost) of at least $60M in FY 2010. (Site M&O work scope performed by SRNL will not be included) and provide quality performance.

Up to 40% of the allocated PBI fee will be paid for Contract Output 1

Description/Background/Justification:

In order to make progress towards become a financially sustaining entity and to stimulate growth, SRNL must increase its funding. SRNL is expected to increase their effectiveness as EM's Corporate Laboratory across the EM complex. As a National Laboratory, SRNL is also expected to use their technical expertise to provide vital regional and national support in promoting the broad goals of the Department and the Federal Government. SRNL is expected to increase its revenue in the areas of Environmental Management, National and Homeland Security, and Energy Security as well as new emerging areas in R&D .

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SRNL -01.01	9/30/2010	Up to: $900,000	The contractor shall provide quarterly summary reports demonstrating revenue. Fee for this completion criteria is based on the range below: • New Booked Revenue of at least $60M (55%) • New Booked Revenue of at least $63M (70%) • New Booked Revenue of at least $66M (85%) • New Booked Revenue of at least $70M (100%)
SRNS2010SRNL-01.02	9/30/2010	$500,000	The contractor shall provide objective evidence demonstrating satisfactory completion of quality products and provision of services to reduce the technical risks of EM operations and projects.

Contract Output: SRNS2010SRNL -02

Position SRNL to be a distinct business unit and increase laboratory activities to stimulate growth of the Laboratory.

Up to 30% of the allocated PBI fee will be paid for Contract Output 2.

Description/Background/Justification:

Growth will support SRNL evolution to a sustainable, stand-alone business unit. The Contractor shall operate SRNL as a defined work activity within the overall contract structure so that it will be positioned to be responsive to future DOE requirements. The defined work activity shall include, but not be limited to, budget, real estate, personnel resources, quality assurance, engineering, radiological control and program controls necessary to conduct research and development, technology transfer, operations, and maintenance. The Action Plan had a number of actions that are included in the Completion Criteria below. SRNL shall become the premier applied science laboratory in areas of Environmental Management, National and Homeland Security, and Energy Security by delivering world class innovative performance. A Strategic Plan and Action Plan were developed to plan and implement growth for SRNL and delivered to DOE-SR in July, 2009 as an FY09 PBI.

Number	Exact date, periodicity,	Fee	Completion Criteria

	frequency		
SRNS2010SRNL -02.01	9/30/2010	$420,000	Accelerate Phase 2 of the Separate and Distinct Business Plan by completing seven make vs. buy analyses from list of ten in Attachment 1 and show physical progress by reversing matrix organization alignment
SRNS2010SRNL -02.02	9/30/2010	$315,000	Complete all FY 2010 milestones identified in the Integrated Action Plan (Attachment 2)
SRNS2010SRNL -02.03	9/30/2010	$315,000	Complete the following FY 2011 milestones identified in the Integrated Action Plan • Plan for Joint Appointments • Plan to facilitate appropriate interactions with foreign nationals and benchmark National Laboratory practices for interfacing with foreign nationals

Contract Output: SRNS2010SRNL -03

Enhanced SRNL Infrastructure

Up to 30% of the allocated PBI fee will be paid for Contract Output 3.

Description/Background/Justification:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SRNL -03.01	9/30/2010	Up to $525,000	Build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure a safe and secure workplace on Attachment 3. Fee for this completion criteria is based on the range below: a. Complete Ventilation Systems (40%) b. Complete Ventilation Systems and Roofs (60%) c. Complete Ventilation Systems, Roofs and Elevators (100%)
SRNS2010SRNL -03.02	9/30/2010	$175,000	Secure for SRNL use an additional 7,000 sq ft of office and/or laboratory space suitable to support additional business scope
SRNS2010SRNL -03.03	9/30/2010	$350,000	In preparation for an FY2012 project start, complete the following documents for a proposed capital project as identified in the SRNL Infrastructure Plan (July 2009): a. Statement of Mission Need b. Estimate and Budgets for Pre-Conceptual Design c. Systems Engineering Study of the High-Level Functions and Requirements

d. Technical Task Request
e. Pre-Conceptual Design Schedule and Range of Assumptions
f. Preliminary Risk and Opportunity Analysis

Acceptance Criteria

SRNS2010SRNL -01.01	Review and evaluate all work authorization documentation quarterly with SR CFO Organization. Work authorized by DOE Contracting Officer and funds obligated to the contract.
SRNS2010SRNL-01.02	Review of implementation of requirements into flow sheets, technology development and deployment documentation as requested by the government.
SRNS2010SRNL -02.01	Review and evaluation of all completed documents supporting milestone completion
SRNS2010SRNL -02.02	Physical validation of completion and document in SIMTAS
SRNS2010SRNL -02.03	Review and evaluation of all completed documents supporting milestone completion
SRNS2010SRNL -03.01	DOE-SR review of Final Acceptance Inspection
SRNS2010SRNL -03.02	Review and evaluation of documents verifying additional SRNL office and/or laboratory space suitable to support additional business scope
SRNS2010SRNL -03.03	Review and evaluation of submitted documents to support line item project

ATTACHMENT 1:

1. Computing Infrastructure
   a. PC/Help Desk/Network
   b. Main Frame/UNIX
   c. Programming Support
2. Infrastructure O&M
   a. Specialty Test and Repair
   b. Diesel/Breaker Maintenance
   c. Rigging/Load Inspections
   d. Design/Construction Services
   e. Specialty Services
3. Transportation and Trucking
   a. Waste hauling/Heavy Equipment
   b. PECMC/General Transportation
4. Site General Services
   a. Procurement
   b. Asset Management
   c. Facility Specific Training
   d. Food/Janitorial/Laundry
5. Safeguards and Security
   a. Material Control and Accountability
6. Environmental Services
   a. Regulatory Compliance
   b. Waste Management
   c. NEPA/NPDES
   d. Environmental Monitoring
   e. Air Quality
7. Management & Business Services
   a. Financial
   b. Planning and Estimating
   c. Legal
   d. Contracts/Subcontracts
   e. Human Capital
   f. Public Relations
   g. Records Management
   h. Publications
   i. Site Policies and Procedures
   j. Oversight
8. Safety & Health
   a. Site Safety/IH
   b. Industrial Hygiene
   c. Respiratory Protection
9. Radiological Protection
   a. Regulatory Technology
   b. Training/Field Support
10. Engineering Services
    a. Design Engineering
    b. Policies/Procedures
    c. Safety/Criticality
    d. Geotechnical Services
    e. Fire Protection Services
    f. Systems Engineering
    g. Process Hazards

ATTACHMENT 2:

Detailed completion criteria for Contract Output 2 from the Integrated Action Plan

Actions to be completed by 12/31/2009:
1. NRC Business Plan for technical support.
2. Complete Modular Secure Facility.
3. Plan for benchmarking technology transfer.
4. Start metrics reporting for technology transfer.
5. Establish SRNL visual branding.
6. Start metrics reporting for University relations.
7. Start metrics reporting for Research Recruiting.

Actions to be completed by 3/31/2010:
1. Develop proposal to establish an integrating/coordinating role for EM Performance Assessments.
2. SRNL Human Capital Plan.
3. 5 Year High Performance Computing Strategic Plan.

Actions to be completed by 6/30/2010:
1. CRADA Process Improvement Plan.
2. Update Deferred Maintenance List.

Action to be field work complete by 7/31/2010 (does not include paper closeout):
1. Complete REEF FBI Forensics Facility. Project # Y486

Actions to be completed by 9/30/2010:
1. Complete initial demonstration of at-tank/near-tank HLW treatment technology.
2. Complete fermentation studies for cellulosic ethanol pilot plant.
3. Collaboration agreements established with universities.
4. Update Infrastructure Plan.
5. Status and update Separate and Distinct Business Unit Plan for Phase 2.

ATTACHMENT 3:

Project Number	Project Title	Location	Project Total ($K)
VENTILATION SYSTEMS			
Y189	Restoration of E-Wing Ventilation Systems- 773A (DNFSB 2004-2)	773-A	$1,900
LF0618	Replace B-Wing HAD Exhaust Filter Housing, 773-A	773-A	$300
			$2,200
ROOFS			
LF0506	Replace 735-A, D-Wing Facility Roof	735-A	$400
LF0929	Replace 735-A, C-Wing (new section) Roof	735-A	$300
			$700
ELEVATORS			
RW769097	Elevator Cylinder Replacement, Section A -773-A	773-A	$350
RW769079	Elevator Cylinder Replacement, Section B - 773-A	773-A	$300
LF0504	Elevator - 773-A, Sections C & D - Cylinder Replacements	773-A	$750
LF1118	Replace Controls - 773-A Sections A, B, C & D Elevators	773-A	$600
			$2,000
		Total	**$4,900**

Performance Fee Agreement

SRNS2010NNP

Part A: Description of performance

PBI Number: SRNS2010NNP

Activity Name: Nuclear Nonproliferation Program

WBS Number:

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $8.57M

Objective Amount:

Subjective Amount:

Revision Number: 0

Contractor	U.S. Department of Energy
Senior level manager name:	Senior level manager name: Bill Clark
Senior level supervisor name:	Senior level supervisor/division manager name:
Technical Representative name:	Technical Reviewer: Virginia Kay, Clay Ramsey, Scott Cannon, Tom Cantey
Administrative POC:	Administrative POC: Lauren Wabbersen, Alejandro Baez

Performance Outcome:

Provide cost-effective management and technical support to the Nuclear Non-proliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements. Specific Contract Output measures and completion criteria are contained in the PBI description (Part B). A Multi-Year PBI for performance on the WSB project is described in Part C.

Contract Output: SRNS2010NNP-01
Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

Number	Value	Indicator
SRNS2010NNP-1A	$640,000	a. Complete the Final Basement Pour for the

		main structure of the Waste Solidification Building by March 31, 2010.
SRNS2010NNP-1B	$960,000	Complete wall placement for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by September 30, 2010.

Contract Output 2: SRNS2010NNM-02
Oversee the fabrication, delivery and interim storage of the following SRNS procured long lead equipment such that the items are available to support the Balance of Plant subcontractor's installation schedule and are procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

SRNS2010NNP-2A	$650,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by December 31, 2009.
SRNS2010NNP-2B	$650,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by March 31, 2010.
SRNS2010NNP-2C	$940,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by September 30, 2010.

Contract Output 3: SRNS2010NNP-3
Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASMS NQA-1-2000 (or successor as invoked).

SRNS2010NNP-3A	$512,000	Engineering support, coordination and response for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards. $90,000 at the end of each quarter.
SRNS2010NNP-3B	$512,000	The WSB Project is executed with a Cost Performance Index (cumulative) of 0.93 or greater. $90,000 at the end of each quarterly.
SRNS2010NNP-3C	$512,000	The WSB Project is executed with a Schedule Performance Index (cumulative) of 0.93 or greater. $90,000 at the end of each quarter.

Contract Output 4: SRNS2010NNP-4
Oversee the design, fabrication, delivery and interim storage of the cementation process equipment. Ensure the equipment is available to support the Balance Plant subcontractor's installation schedule and is procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

SRNS2010NNP-4A	$380,000	Complete the design of the cementation equipment by September 30, 2010.
SRNS2010NNP-4B	$380,000	Progress on the fabrication and delivery of the cementation equipment supports the Balance of Plant subcontractor's schedule by September 30, 2010.
SRNS2010NNP-4C	$132,000	The cementation drum handling equipment will be fabricated and delivered to SRS on a schedule which supports installation, by September 30, 2010.
SRNS2010NNP-4D	$132,000	Testing of the DOT-7A drums is completed by September 30, 2010.

Contract Output 5: SRNS2010NNP-5
Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

SRNS2010NNP-5	$600,000	Fee will be paid providing timely support for the MFFF project in accordance with the integrated project schedule.

Contract Output 6: SRNS2010NNP-6
Execute SRNS assigned work related to NNP Common Technologies and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

SRNS2010NNP-6	$70,000	Fee will be paid for executing assigned work related to the Nuclear Nonproliferation Common Technologies and associated work activities.

Contract Output 7: The SRNS PDCF manipulator, canning and system integration efforts extend beyond FY10 as they deliver products which are tied to construction and testing activities in the Integrated Project Schedule (IPS). For Fy10, this Contract Output supports the longer range, multi-year efforts, by establishing and meeting near term (FY10) milestones.

SRNS2010NNP-7A	$152,250	Complete the PDCF Manipulator Final

		Design and issue the PDCF Manipulator Final Integrated Design, PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010.
SRNS2010NNP-7B	$304,500	Satisfactorily complete 3013 qualification tests for the PDCF 3013 inner can with the results of the PDCF inner can qualification effort documented in a PDCF 3013 Inner Can Qualification Report and meet NQA-1 requirements. (PDCF IPS Activity W24501XDOL, scheduled for September 23, 2010). SRNL is performing a re-qualification of the 3013 Inner can for the PDCF Project. This re-qualification is required because the PDCF 3013 inner can design required changes from the previously qualified design, to accommodate a larger PDCF Convenience Can.
SRNS2010NNP-7C	$68,250	Establish the Safety Control System Standardization and Quality Assurance tools and document them in a report to NNSA. Reference IPS activity W45505DE20 scheduled for completion on May 7, 2010.

Contract Output 8: SRNS2010NNP-8
Execute the SRNS PDCF activities in compliance with DOE Order 413.3a and assistance from DOE O 413.3 guides, along with all contractual requirements in a quality, responsive, cost effective manner in accordance with the PDCF Integrated Project Schedule (IPS).

SRNS2010NNP-8A	$195,000	Safety and Security: Completion Criteria in PBI
SRNS2010NNP-8B	$195,000	Customer/Stakeholder Responsiveness: Completion Criteria in PBI
SRNS2010NNP-8C	$195,000	Contractor Assurance: Completion Criteria in PBI
SRNS2010NNP-8D	$195,000	Conduct of Project Management: Completion Criteria in PBI
SRNS2010NNP-8E	$195,000	Conduct of Engineering: Completion Criteria in PBI

Complete objective evaluation criteria prior to approval. Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.

Evaluation Criteria:
(Objective)

Evaluation Criteria: (Subjective)	**Description**

Part B: Specific Contract Measures/Criteria for NNP Activities

PBI:	**SRNS2010NNP: Nuclear Nonproliferation Program**
Performance Period:	October 1, 2009 – September 30, 2010
Allocated Fee:	$8,570,000

Rev. 0: August 24, 2009

Performance Outcome: Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements.

$6,400,000 of the Nuclear Nonproliferation PBI will be paid for the construction of the WSB.

WBS: 01.25.60.01.02

Contract Output 1: Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

25% ($1,600,000) of the allocated fee for the construction of the WSB will be earned as follows:

1A. Complete the Final Basemat Pour for the main structure of the Waste Solidification Building by March 31, 2010 ($640,000)

Completion Criteria:

1. Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
2. Remove all concrete forms for the basemat and complete backfill where required.
3. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

1. Funding is available to support the Balance of Plant (BOP) contract execution.
2. Block-outs are allowed for equipment installation and ease of construction.

3. The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
4. The completion date is based on the construction subcontractor's submitted 60-day schedule. Should the subcontractor propose a schedule modification that does not impact the construction critical path, the fee associated with this contract measure will be paid upon completion of basemat construction.

Government Furnished Services / Items:

1. None identified

1B. Complete wall placements for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by September 30, 2010. ($960,000)

Completion Criteria:

1. Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
2. Remove all concrete forms where required.
3. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

1. Funding is available to support the Balance of Plant contract execution.
2. Block-outs are allowed for equipment installation and ease of construction.
3. The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
4. The completion date is based on the construction subcontractor's submitted 60-day schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path; e.g., leaving a construction opening not previously planned, this contract measure will be considered complete.

Government Furnished Services / Items:

1. None identified

Contract Output 2: Oversee the fabrication, delivery and interim storage of the following SRNS procured long lead equipment such that the items are available to support the Balance of Plant subcontractor's installation schedule and are procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

35% ($2,240,000) of the allocated fee for the construction of the WSB will be earned as follows:

2A. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by December 31, 2009 ($650,000)

Completion Criteria:

1. All reinforcing steel required for the Waste Solidification Building main structure basemat will be received for the Balance of Plant subcontractor use to support the installation schedule.
2. The floor drain tank will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The substation will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor by 12/31/2009

Assumptions:

1. The reinforcing steel received will only be that reinforcing steel required for the current approved design. This will not include additional reinforcing steel procured over and above the current design requirements or reinforcing steel required for approved design modifications unless required by the Balance of Plant subcontract.

2. The floor drain tank will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The substation will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule. In addition,

receipt must be accomplished by 12/31/2009, or prior to revised energy efficiency requirements entering into effect, such that there is no cost impact to the project.

Government Furnished Services / Items:

1. None identified

2B. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by March 31, 2010 ($650,000)

Completion Criteria:

1. All laboratory and sampling gloveboxes for the Waste Solidification Building will be received and receipt inspected for the Balance of Plant subcontractor use to support the installation schedule.
2. The HEPA filter housings will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The active confinement ventilation system (ACVS) exhaust fans will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.

Assumptions:

1. The laboratory and sampling gloveboxes will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

2. The HEPA filter housings will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that

receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The ACVS exhaust fans will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

Government Furnished Services / Items:

1. None identified

2C. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by September 30, 2010 ($940,000)

Completion Criteria:

1. All process tanks, including in-tank process equipment, for the Waste Solidification Building will be received and receipt inspected for the Balance of Plant subcontractor use to support the installation schedule.
2. Both evaporators will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The motor control centers will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.

Assumptions:

1. The process tanks will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

2. Both evaporators will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The motor control centers will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

Government Furnished Services / Items:

1. None identified

Contract Output 3: Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

24% ($1,536,000) of the allocated fee for the construction of the WSB will be earned as follows:

1. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 1. NNSA will provide a periodic evaluation of SRNS' performance with respect to this completion criterion as part of the normal contractor evaluation process. Award fee payments will be made quarterly based on an overall acceptable performance for the quarter as determined by NNSA.

2. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 2. The cumulative Project Cost Performance Index will be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Cost Performance Index at the end of each quarter.

3. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 3. The cumulative Project Schedule Performance Index will be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Schedule Performance Index at the end of each quarter.

Completion Criteria:

1. Engineering support, coordination and responses for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards ($128,000 at the end of each quarter)
2. The WSB Project is executed with a Cost Performance Index (cumulative) of 0.93 or greater ($128,000 at the end of each quarter)
3. The WSB Project is executed with a Schedule Performance Index (cumulative) of 0.93 or greater ($128,000 at the end of each quarter)

Assumptions:

1. Construction activities associated with other NNSA contractors will not unduly affect the work on the Waste Solidification Building. SRNS has the responsibility for adequately coordinating and integrating the WSB scope of work with other entities on-site.
2. Funding is available to complete the task.

Government Furnished Services / Items:

1. None identified.

Contract Output 4: Oversee the design, fabrication, delivery and interim storage of the cementation process equipment. Ensure the equipment is available to support the Balance of Plant subcontractor's installation schedule and is procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

16% ($1,024,000) of the allocated fee for the construction of the WSB will be earned as follows:

4A. Complete the design of the cementation equipment by September 30, 2010 ($380,000)

Completion Criteria:

1. The design of the cementation equipment meets the requirements of the applicable performance specification, codes and standards.
2. All comments and changes identified during design reviews have been incorporated and/or resolved.
3. Completion of the design supports subsequent contract activities consistent with the Balance of Plant subcontractor's schedule.

Assumptions:

1. None

Government Furnished Services / Items:

1. None identified

4B. Progress on the fabrication and delivery of the cementation equipment supports the Balance of Plant subcontractor's construction schedule by September 30, 2010 ($380,000)

Completion Criteria:

1. Fabrication of the cementation equipment is proceeding on schedule to support testing, receipt and installation by September 30, 2010 ($380,000)

Assumptions:

1. The cementation equipment (4 units) will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure may be deferred until such time that receipt inspection is complete and the equipment is available on the needed schedule.

2. Should delivery of the cementation not occur during FY2010, NNSA will determine the adequacy of progress at the end of FY2010 and based on this determination award an equivalent progress payment against the PBI fee pool. It should be noted that a key point of that determination will be potential cost impacts on the Balance of Plant subcontract based on evaluation of the to-go activities and anticipated receipt of equipment.

Government Furnished Services / Items:

1. None identified

4C. The cementation drum handling equipment will be fabricated and delivered to SRS on a schedule which supports installation, by September 30, 2010 ($132,000)

Completion Criteria:

1. The cementation equipment vendor has submitted the detailed design for review.
2. A formal design review has been completed and comments transmitted to the vendor.
3. Comments have been incorporated and the design accepted by SRNS.
4. The equipment has been fabricated, delivered and receipt inspected to support the Balance of Plant subcontractor's construction schedule.

Assumptions:

1. The drum handling equipment will be fabricated and delivered based on the Balance of Plant subcontractor's construction schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure may be deferred until such time that receipt inspection is complete and the equipment is available on the needed schedule

Government Furnished Services / Items:

1. None identified

4D. Testing of the DOT-7A drums is completed by September 30, 2010 ($132,000)

Completion Criteria:

1. All testing requirements have been identified.
2. All necessary testing has been completed and satisfactorily meets applicable requirements.

Assumptions:

1. None

Government Furnished Services / Items:

1. None

$600,000 of the Nuclear Nonproliferation PBI will be paid providing timely support for the MFFF project in accordance with the integrated project schedule.

WBS: 01.25.60.03

Contract Output 5: Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

Completion Criteria:

1. Oversee the safety, quality and environmental compliance of work performed on the PDP electrical substation by South Carolina Electric and Gas to ensure compliance with subcontract requirements. Prompt action will be taken to address issues and violations. Complete construction of the PDP electrical substation by September 30, 2010
2. Execute assigned support tasks in accordance with approved Work Task Agreements with Shaw AREVA MOX Services in a timely and efficient manner by September 30, 2010
   a. Construction support (badging, training, utilities, waste hauling/disposal)
   b. Instrument calibration
   c. Analytical lab instrument design
3. Execute assigned tasks as requested by NNSA in support of the MFFF project in a timely and efficient manner by September 30, 2010
   a. Feed materials characterization
   b. Alternate Feed Stock (AFS) studies
   c. MOX Early Option 2 proposal reviews

Assumptions:

1. Funding will be adequate to support the scope.

Government Furnished Services / Items:

1. None identified

$70,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the Nuclear Nonproliferation Common Technologies and associated work activities.

WBS: 01.25.60.05

Contract Output 6: Execute SRNS assigned work related to NNP Common Technologies and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

Completion Criteria:

1. Prepare a review quality draft of an updated Plutonium Disposition Program Execution Plan within 60 days of receiving written guidance from NNSA on content and major programmatic assumptions. For planning purposes, assume delivery of product in the 4th quarter of FY 2010.
2. The Plutonium Disposition Integrated Program schedule is updated and issued not less than quarterly.
3. Support two semi-annual project and program reviews consistent with the content and format requested by NNSA-HQ.
4. Execute site logistics for the PDP such as the following:
   a. Developing and approving site use permits
   b. Establishing lay-down areas to support the NNP projects
   c. Performing utility studies as required
   d. Establishing and maintaining Memoranda of Understanding
   e. Developing and coordinating interface control documents between EM, NNSA, and the NNP Projects.

Assumptions:

1. Funding will be adequate to support the scope.

Government Furnished Services / Items:

1. None identified

$1,500,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the PDCF project activities.

WBS: 01.25.60.01.01

Contract Output 7: The SRNS PDCF manipulator, canning and system integration efforts extend beyond FY10 as they deliver products which are tied to construction and

testing activities in the Integrated Project Schedule (IPS). For FY10, this Contract Output supports the longer range, multi-year efforts, by establishing and meeting near term (FY10) milestones.

35% ($525,000) of the allocated fee for PDCF project activities will be earned as follows:

7A. Complete the PDCF Manipulator Final Design and issue the PDCF Manipulator Final Integrated Design, PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010 ($152,250)

Completion Criteria:

1. The PDCF manipulator Conceptual Design for the 18 PDCF manipulators will be completed in FY09.
2. Upon completion of the Conceptual Design, a Preliminary Design for the PDCF manipulators will be developed, reviewed, review comments incorporated, and accepted by the IPT.
3. Upon completion of the Preliminary Design, a Final Design of the PDCF manipulators will be developed, reviewed, review comments incorporated, and accepted by the IPT.
4. The Contract Measure will be satisfied when the manipulator Final Designs are accepted by the IPT. PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. The IPS includes eight URS review activities in parallel with eight LANL reviews, which must be completed to meet the Milestone date.
4. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7B. Satisfactorily complete 3013 qualification tests for the PDCF 3013 inner can with the results of the PDCF inner can qualification effort documented in a PDCF

3013 Inner Can Qualification Report and meet NQA-1 requirements. (PDCF IPS Activity W24501XDOL, scheduled for Sept 23, 2010.) SRNL is performing a re-qualification of the 3013 Inner can for the PDCF Project. This re-qualification is required because the PDCF 3013 inner can design required changes from the previously qualified design, to accommodate a larger PDCF Convenience Can. ($304,500)

Completion Criteria:

1. To satisfy this completion criteria, all items will be performed in accordance with NQA-1 requirements
2. SRNL will have procured, welded and preliminarily tested an initial complement of cans to exercise equipment and establish initial qualification parameters (e.g. drop height) in FY09.
3. SRNL will procure a compliment of 3013 inner cans using a Compensatory Action Plan (CAP) to assure compliance with applicable NQA-1 requirements.
4. The 3013 inner cans will be welded, inspected, and leak tested.
5. Limited testing (visual examination, leak testing & drop test) of the welded 3013 inner cans will be performed to the 3013 Std. requirements identified by the DOE 3013 Design Authority.
6. The results of this testing will be documented in a PDCF 3013 Inner Can Qualification Report.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. The DOE Design Authority for Std. 3013 has previously identified specific inner can qualification testing and criteria that must be satisfied based on the changes from the previously qualified 3013 can (*Meeting Minutes in E-Mail, Stimac to Mcalhaney, dated 12/18/06*). It is assumed that there are no changes to this previously established re-qualification criteria for the PDCF 3013 inner can.
4. The report will be developed and approved through SRNL/SRNS. The report will be submitted to DOE for review and comment on schedule.
5. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7C. Establish the Safety Control System Standardization and Quality Assurance tools and document them in a report to NNSA. Reference IPS activity W45505DE20 scheduled for completion on May 7, 2010. ($68,250)

Completion Criteria:

1. Identify and document to tools necessary to establish the standards, procedures, and QA tools for safety systems.
2. Procure and perform a Factory Acceptance Test on the standardization tools.
3. Receive, perform Site Acceptance Test, and document on the standardization tools.
4. Integrate the safety system tools with the PDCF development system and test.
5. Document the results of the above actions in a report to be submitted to NNSA.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

Contract Output 8: Execute the SRNS PDCF activities in compliance with DOE Order 413.3a and assistance from the DOE O 413.3 guides, along with all contractual requirements in a quality, responsive, cost effective manner in accordance with the PDCF Integrated Project Schedule (IPS).

65% ($975,000) of the allocated fee for PDCF project activities will be earned as follows:
13% of the maximum fee for this contract output may be earned for each of the completion of criteria 8.A, 8.B, 8.C, 8.D, and 8.E. NNSA will provide a periodic

evaluation of SRNS' performance with respect to these completion criteria as part of the normal contractor feedback process. Award fee payments will be made quarterly based on an overall acceptable performance for the quarter as determined by NNSA

8A. Safety and Security ($195,000)

Completion Criteria:

1. No safety incidents, issues, or concerns during the performance period.
2. No safeguards and security incidents, issues, or concerns during the performance period.
3. Any incidents, issues, or concerns will be properly communicated and be addressed in a timely manner and evaluated to avoid reoccurrence.
4. All written communications on PDCF activities comply with contractually prescribed requirements.

8B. Customer/Stakeholder Responsiveness ($195,000)

Completion Criteria:

1. Provide integrated, timely, constructive, quality support and responses to the FPD, Deputy, and the Federal IPT members, NNSA, DOE, DNFSB, GAO, IG, and other external review teams.
2. Support current and out year budget, funding, and planning activities as needed.

8C. Contractor Assurance ($195,000)

Completion Criteria:

1. Implement and institutionalize a Contractor Assurance Program for SRNS on the PDCF project.
2. During the 1st quarter of FY10, complete CY09 planned assessments, and by October 30, 2009, submit an approved FY10 SRNS PDCF Contractor Assurance Plan for the remainder of FY10.
3. Execute the FY10 SRNS PDCF Contractor Assurance Plan through the remainder of FY10.
4. Submit an approved FY11 SRNS Contractor Assurance Plan for FY11 during the 4th quarter of FY10.
5. Institutionalize a lessons learned program for SRNS on the PDCF project and provide regular reports..

8D. Conduct of Project Management ($195,000)

Completion Criteria:

1. Institutionalize good project management practices across all PDCF activities.
2. Designate a qualified PDCF project manager for SRNS activities.
3. Fully support the implementation of a trend program for PDCF.
4. Institutionalize the use of an earned value management system using best practice schedule management with utilization of a resource loaded schedule with well defined work activities, minimizing "level of effort" tasks, with logic ties to other SRNS and IPT activities.
5. Strictly manage SRNS activities related to PDCF critical path or near critical path. Maintain Cost and Schedule Performance (CPI/SPI) between 0. 95 and 1.10. Provide quality variance analysis in the monthly report that discuss causes/effects and corrective measures to recover cost or schedule impact, Variance reports should also integrate with other organizations when SRNS performance impacts other IPT organizations.
6. Continue the PDCF Risk Management program and work with IPT to identify and capitalize on opportunities. Look for opportunities to improve the Risk Management Plan and processes.
7. Provide accurate monthly reports that demonstrate prudent project management and ownership.

8E. Conduct of Engineering ($195,000)

Completion Criteria:

1. Actively participate and provide integrated, timely, constructive, and quality support to the Technical Oversight Group (TOG) and the Integrated Project Team (IPT).
2. SRNS activities and support should enhance, not adversely impact, other IPT activities.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. None identified

Performance Fee Agreement
SRNS2010TP

PBI Number: SRNS2010TP

Activity Name: Tritium Programs

WBS Number: 1.03

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee:	Objective Amount: *(50% of allocated fee)*	Subjective Amount: *(50% of allocated fee)*
	$5,790,000	$5,790,000

Revision Number: 0

Senior level manager name:
Douglas Dearolph

Senior level supervisor/division manager name:
Tim Fischer

Performance Outcome:

The Contractor shall manage the Tritium program as a defined severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction with the NNSA Nuclear Security Enterprise.

Contract Output: SRNS2010TP
The Tritium Performance Fee Agreement has eight contract outputs which are fully developed in the Tritium PBI pages 5 - 34. A summary of each contract output is provided below. The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully-funded NNSA-HQ program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2010. The PBI includes both objective and subjective performance elements. The subjective elements will receive an adjectival rating using the enclosed Subjective Rating and Criteria Description table.

Performance Fee Agreement

SRNS2010TP

Number	Value	Indicator
SRNS2010TP-01	25%	Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction. Provides incentive to the contractor to meet all requirements associated with the Helium 3 mission. This output also provides the contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. Provide the contractor incentive to achieve NNSA Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program, First Production Unit and related functions.
SRNS2010TP-02	6%	Extract tritium from irradiated Tritium-Producing Absorber Rods.
SRNS2010TP-03	3%	Conduct research and development activities that solve complex problems related to mission of SRSO and the NNSA
SRNS2010TP-04	6%	Support the Tritium Programs mission by safe and efficient execution of projects. 1) He-3 projects (Y504, Y505) 2) Project Support Building and facility projects (Y549, Y547, Y522, Y430, Y470) 3) Stretch: Project Support Building Mechanical Complete. (Y547) 4) Stretch: ARMS post project scope and additional processing units.

Performance Fee Agreement

SRNS2010TP

SRNS2010TP-05	15%	Participate in the NNSA multi-site and Enterprise incentives to achieve Complex-wide goals.
SRNS2010TP-06	15%	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations) Facility and Site Management Maintenance Effectiveness Operations and Work Planning Quality Assurance Engineering Nuclear Security and Fire Protection Radiation Protection
SRNS2010TP-07	15%	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S) Training and Qualification Emergency Management Health & Safety (excludes fire protection) Environmental Management Waste Management Safeguards and Security Cyber Security
SRNS2010TP-08	15%	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Business) Fiscal Management Contractor Assurance System Program Management Project Management Information Technology/Process Control

Performance Fee Agreement

SRNS2010TP

SRNS2010TP — Complete objective evaluation criteria prior to approval. Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.

Objective Evaluation Criteria: — Completion will require:
Will be evaluated as performance is completed and will be discussed and documented in the monthly SRSO and contractor performance meeting.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description
Outstanding	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

Note: Due to the introduction of the "very good" category, the gateway will require achieving "very good" to access the stretch fee.

Performance Fee Agreement
SRNS2010TP

PBI: **SRNS2010TP: Tritium Programs**
Performance Period: October 1, 2009 - September 30, 2010
Allocated Fee: $11,580,000

Performance Outcome:

The Contractor shall manage Tritium Programs as a defined, severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction within the NNSA Nuclear Security Enterprise.

The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully funded NNSA-HQ program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2010.

Subjective Adjectival Rating Criteria:

For those Completion Criteria that receive an adjectival grade and numerical score the following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description
Outstanding	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

Note: Due to the introduction of the "very good" category, the gateway will require achieving "very good" to access the stretch fee.

Performance Fee Agreement
SRNS2010TP

Contract Output 1. Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction.

This work is the highest priority Stockpile Stewardship mission at the Savannah River Site. This Contract Output provides the contractor incentive to meet all Production Directive and shipping commitments on schedule. The work covered by this Contract Output is to accomplish the DSW mission to provide loaded reservoirs in support of the nuclear weapons stockpile, and to meet all monthly directive commitments for delivery of Limited Life Components (LLC) to the Department of Defense and Pantex Plant.

In addition to providing reservoirs to meet LLC directive commitments, a goal of this PBI is to drive the improvement of reservoir quality for each weapon system. The improvement goal will be that the total reservoir product of each system will have a facility Tritium Production Acceptance Group (TPAG) high quality acceptance rate.

This Contract Output provides contractor incentive to meet all requirements associated with the Helium-3 mission.

This Contract Output provides contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. The decrease of classified parts is accomplished by unloading and disposing of non-reclaimable reservoirs.

This Contract Output also provides the contractor incentive to achieve National Nuclear Security Administration (NNSA) Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program (LEP) First Production Unit (FPU) and related functions. The Gas Transfer System (GTS) testing program is a key activity in the Nuclear Weapons Stockpile Surveillance Program. The NNSA and Design Agencies have placed a high priority on timely GTS testing and reporting. The on-time delivery of GTS test data will provide key information on the performance and aging effects of GTS components, and support decisions for future weapon design.

The work scope consists of function testing, burst testing, and metallographic examination of Stockpile Laboratory Tests and similar testing of units from the Life Storage Program. The work scope also includes testing of production samples. Other activities in support of the surveillance program include loading, unloading, reclamation and storage of LSP reservoirs. Work scope is considered complete when GTS performance data is documented in RAPTOR reports and destructive examination results

are documented in RAISIN reports for SLT units and Metallurgical reports for LSP units. Specific work scope is documented and tracked to completion in the RSO schedule.

Up to 25% of the allocated Tritium Programs PBI fee may be earned by Contract Output 1 as follows.

Essential Fee

1. 5% available fee for Completion Criterion 1. Monthly fee payments (1/12th of the available fee) will be earned, consistent with successful monthly performance of Completion Criterion 1.
2. 5% available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 2.
3. 2% available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 3.
4. 2% available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 4.
5. 4% available fee of this Contract Output may be earned for the completion of Completion Criterion 5.
6. 3% available fee for Completion Criterion 6. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 6 at the end of each quarter (December 31, 2009; March 31, 2010; June 30, 2010 and September 30, 2010).
7. 1% available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 7.
8. 3% available fee for Completion Criterion 8. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 8 at the end of each quarter (December 31, 2009; March 31, 2010; June 30, 2010 and September 30, 2010).

Completion Criteria

1. Complete the monthly loading, packaging and shipping of reservoirs per SRSO Production Directive and the monthly shipping schedule.
2. The total reservoir product of all weapon systems will have a facility TPAG (by Submittal) acceptance rate of 98.5% or greater. The weapon systems to be measured are B61, W76-0, W76-1, W78, W80, B83, W87, and W88. The calculation will be annualized such that the defect rate will be based on the total number of reservoirs submitted for inspection during the year. If TPAG acceptance rate performance is 98.5% or greater, then 100% of the available fee will be earned. In all cases, the monthly Cost of Nonconformance will be 2% or less. If TPAG acceptance rate performance is less than 98.5%, then fee earned for this Completion Criterion will be reduced as follows, provided the Cost of Nonconformance meets requirements:

Performance Fee Agreement

SRNS2010TP

- TPAG acceptance rate equal to 98.0% but less than 98.5%, fee earned will be 75% of the available fee.
- TPAG acceptance rate equal to 97.0% but less than 98.0%, fee earned will be 50% of the available fee.
- TPAG acceptance rate less than 97.0%. No fee will be earned for this Completion Criterion.

3. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program. Process Helium-3 byproduct so that it is available for sale through the DOE Isotope Program while minimizing the amount of Helium-3 that is lost through stack releases. This is to be accomplished without adverse impact to the central mission of the HANM facility.
4. Packaging and Shipping / OST Support.
   a. Provide loading/off-loading support to OST according to the schedule.
   b. Maintain inventory records, as required.
   c. Maintain shipping and receiving records, as required.
5. Dispose of 2671 reservoirs as part of the Classified Parts Reduction program. Criterion is met when reservoirs are stored in waste containers (e.g., B-12/B-25/RD-100) for disposal.
6. Function Testing. Completion of 150 Function Test Equivalents (FTEs) with test data documented in RAPTOR reports.
7. Reporting. For reports issued during the PBI period, the annual average RAPTOR-to -RAISIN report goal duration times for Stockpile Lab Tests will be 5 months for Type A (B61, W78, W80, W87) reservoirs and 10 months for Type B (W76, B83, W88) reservoirs. One month will be allowed for Ultrasonic Testing of certain systems, as directed by the Design Agencies (currently applies to the B61 and W78), but will not count towards the determination of the RAPTOR-to-RAISIN duration. Delays pending Design Agency (DA) or NNSA direction are excluded from the RAPTOR-to-RAISIN report duration times, unless the delay is due to SRNS error. Changes to scope by the Design Agencies will require negotiation of new duration goals.
8. Post-Function Testing. Completion of destructive examinations of 27 LSP units and documentation of results in Metallurgical reports.

Assumptions

1. For Completion Criterion 1.

a. The basis for evaluation will be loading/shipping of Production Directive requirements as specified to the contractor by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) in a three month "look ahead" Production Directive schedule. A new Production Directive will be issued by NNSA-SRSO each month. If Savannah River Nuclear Solutions (SRNS) considers

that the specified schedule changes will increase costs or delay any delivery, SRNS shall promptly notify the NNSA-SRSO Contracting Officer, orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, SRNS shall await further direction. Shipping is done per a monthly shipping schedule. If packaging is completed, but a shipment is missed for some reason beyond SRNS control, the Completion Criteria shall be considered complete.

b. Performance is evaluated monthly. Any missed shipment as a result of SRNS performance will result in nonpayment for that month's portion of this Contract Output.

c. Failure to maintain acceptable quality performance, as indicated by the following established metrics will subject SRNS to the following described fee reductions.

1. Cost of Non-Conformance (CONC) - Evaluates the Tritium Facilities cost of nonconformance as compared to the Tritium Facilities total product cost. A fee deduction may be imposed if cost exceeds 2.0% in any month.

2. The maximum total fee deduction associated with any month's reservoir shipment, cannot exceed the monthly maximum fee payment.

2. This PBI will use the Function Test Equivalents which have been developed and jointly agreed upon by SRSO and SRNS. Test equivalents may be modified to respond to changes in testing requirements or methodology by SRSO or the Design Agencies.

3. Completion of W88 RAISIN reports is dependent upon the Design Agency's timely resolution of hydroburst issues.

4. Completion Criteria delays resulting from a function test system or environmental conditioning system malfunction not attributable to SRNS performance will allow the adjustment of the Completion Criteria and reallocation of the fee. SRSO has accepted risk for single-point failure in lieu of additional costs to provide redundant and backup capability.

Government Furnished Services / Items

1. War Reserve components required from other sites to support the Production Directive must be received at SR, free of defects, a minimum of 90 days in advance of the scheduled ship date. Processing and shipping of components not meeting these requirements, and/or due to changes to the Production Directive less than ninety days in advance of the ship date, will be accomplished in a "best efforts" manner, and SRNS will not be penalized for failure to meet the scheduled date.
2. The number of reservoirs to prepare for disposal was based upon current direction as to which reservoirs were authorized for disposal. In the event that SRNS is directed to delay disposal of additional reservoir types, the number of reservoirs

established in Completion Criterion 4 will be reduced consistent with delayed quantities.

3. Timely delivery of components required for testing.
4. No delay in testing from the Design Agencies due to systematic anomaly, not associated with SRNS negligence.

Performance Fee Agreement

SRNS2010TP

Contract Output 2. Extract tritium from irradiated Tritium-Producing Burnable Absorber Rods.

This Contract Output provides the contractor incentive to complete selected tritium production-related milestones that are significant to support the Tritium Readiness Program and operation of the Tritium Extraction Facility (TEF) to receive and extract TPBARs. The TEF will be operated in accordance with the TEF Annual Operating Plan and the Responsive Operations Plan.

Completion of the activities cited in this Contract Output will replenish the Nuclear Security Enterprise inventory of tritium. Meeting these work requirements is dependent upon the proper functioning and availability of a one-of-a-kind facility, many complex pieces of equipment, and the availability of a knowledgeable staff for operation and maintenance.

Up to 6% of the allocated Tritium Programs PBI fee may be earned by Contract Output 2 as follows.

Essential Fee

1. 1% maximum fee of the Contract Output may be earned at the completion of Completion Criterion 1.
2. 1% maximum fee of the Contract Output may be earned at the completion of Completion Criterion 2.
3. 4% maximum fee of the Contract Output may be earned at the completion of Completion Criterion 3.

Completion Criteria

1. Receive Cycle 9A TPBARs and place in storage by March 29, 2010. Activity is complete when cycle 9A TPBARs are in storage location in TEF Remote Handling Building.
2. Receive Cycle 9B TPBARs and place in storage by May 28, 2010. Activity is complete when cycle 9B TPBARs are in storage location in TEF Remote Handling Building.
3. Extract Cycle 9A TPBARs by June 30, 2010. Tritium extraction activity is complete when gas has been extracted from the Cycle 9A TPBARs and is accounted for in ARMS.

Assumptions

None.

Performance Fee Agreement

SRNS2010TP

Government Furnished Services / Items

1. For Completion Criterion 1 and 3, the Cycle 9A TPBARs must be received on the property of SRS from TVA and NAC by March 1, 2010. If the cask is received beyond this date, there will be a day-to-day slip in the completion date for this activity.

2. For Completion Criterion 2, the Cycle 9B TPBARs must be received on the property of SRS from TVA and NAC by April 30, 2010. If the cask is received beyond this date, there will be a day-to-day slip in the completion date for this activity.

Performance Fee Agreement

SRNS2010TP

Contract Output 3. Conduct research and development activities that solve complex problems related to the mission of SRSO and the NNSA.

Research and development activities are conducted to solve complex problems related to the mission of SRSO and the NNSA.

A focused research and development program advances the design and manufacture of Gas Transfer System components and manufacturing methods. These activities are sponsored by the Readiness Campaign, Enhanced Surveillance Campaign, as well as the core mission programs (RTBF and DSW). This Contract Output provides the contractor incentive to complete research and development activities that support NNSA missions at Savannah River and other NNSA sites.

Up to 3% of the allocated Tritium Programs PBI fee may be earned by Contract Output 3 as follows.

Essential Fee

1. To be determined per Completion Criterion 1.

Completion Criteria

1. Due to the uncertainty of the FY10 budget, there are no R&D-funded activities identified at this time. Once the FY10 budget is approved, SRSO will work with SRNS to identify what funded projects are to be executed and the PBI will be updated to reflect accordingly. Inclusion of specific scope and fee distribution into this PBI will be accomplished through a letter issued by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) Manager to Savannah River Nuclear Solutions, LLC (SRNS). If funding does not support conducting R&D in FY10, this portion of fee (3%) will be reallocated.

Assumptions

None

Government Furnished Services / Items

None.

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Contract Output 4. Support the Tritium Programs missions by safe and efficient execution of projects.

Up to 6% of the allocated Tritium Programs PBI fee may be earned by Contract Output 4 as follows.

Essential Fee

1. 2% available fee for Completion Criterion 1; 1% for 1.a and 1% for 1.b.
2. 2.5% available fee of the Completion Criterion 2; 0.5% for 2.a, 0.5% for 2.b, 0.5% for 2.c and 0.5% for 2.d., 0.25% for 2.e and 0.25% for 2.f .
3. 0.5% available fee for Completion Criterion 3
4. 1% available fee for Completion Criterion 4; 0.5% for 4.a and 0.5% for 4.b.

Completion Criteria

1. He-3 Projects. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program.

   a. For Project Y504 He-3 Separation and Bottling Process, a satisfactory completed design will be submitted to SRSO by July 31, 2010.

   b. For Project Y505 Byproduct Decontamination Process, installation, start-up testing, resolution of pre-start issues, and turnover to Operations will be completed by May 31, 2010.

2. Project Support Building and Facility Projects

   a. For Project Y549 Tritium Site Preparation & Utilities, Mechanical Complete with no outstanding "A" or "B" punchlist items will be accomplished by June 10, 2010.

   b. For Project Y547 Tritium Office/Shop Building, Design Complete will be accomplished by April 29, 2010.

   c. For Project Y522 P1 Piping Modifications, Mechanical Complete will be accomplished 19 weeks after P1 OGM start.

   d. For Project Y430 HAOM Air Monitoring, Mechanical Complete will be accomplished by January 31, 2010. If HAOM legacy configuration issues require schedule delays then SRSO will discuss with SRNS and there may be a renegotiation on the completion date.

   e. For Project Y470 Automated Reservoir Management System (ARMS) Modernization, complete Code Development of the 1K Inert reservoir by May 31, 2010.

f. For Project Y470 Automated Reservoir Management System (ARMS) Modernization, complete Integrated Testing of Inert Reservoirs by September 30, 2010.

3. STRETCH: Complete Mechanical Completion for Project Y547 Tritium Office/Shop Building with no outstanding "A" punch list items by September 15, 2010. (0.5%).

4. STRETCH: ARMS post-project scope:
   a) Complete ARMS post-project scope modifications to the new ARMS system for the RUC processing, HSV processing and TCV processing by September 30, 2010.
   b) Complete additional processing units/reservoirs by September 30, 2010.
   Completion, reduction and/or elimination of any ARMS post-project scope in FY10 in addition to items identified in a) is considered successful completion of this stretch criterion.

Assumptions
Assumptions are included in the individual Completion Criteria.

Government Furnished Services / Items
None

Contract Output 5. Participate in the NNSA Multi-Site Incentives and NNSA Nuclear Security Enterprise Initiatives.

Participate in the NNSA Multi-Site Incentives (MSIs) by working with Nuclear Security Enterprise partners to achieve Enterprise-wide goals. Although SRS Tritium Programs' level of participation will vary across the individual Multi-Site Incentives, the distribution of available fee according to Assumption 1 encourages partnership with other Nuclear Security Enterprise (NSE) sites to achieve NNSA's objectives. This is the purpose of Multi-Site Incentives.

NNSA has been analyzing ways to lower the cost of business and has been actively evaluating ways to consolidate contracts. For the plan to be effective in the future, NNSA must know the actual costs of work performed by Tritium Programs and other site resources and specific deliverables that are produced by the workforce. This requires implementation of the Tritium Programs Severability plan with EM partners on site to achieve NNSA goals.

Participate in actions needed by the Nuclear Security Enterprise to support Record of Decision requirements. This may require working with internal partners such as SRNL and working with Nuclear Security Enterprise partners to achieve the goals to consolidate the missions of the NNSA and reduce the cost of the NSE. This requires Tritium Programs to seek ways to reduce the cost of the business by reducing the size of the infrastructure.

Participate in the Governance Changes requested by the NNSA Administrator in July 2009. This requires working with Enterprise partners and NNSA to achieve the goals of Directive Reform and other governance changes. Tritium Programs will also lead the effort to develop and implement plans to reduce the cost of business internally as well.

Up to 15% of the allocated Tritium Programs PBI fee may be earned by Contract Output 5 as follows.

Essential Fee

1. 10% available fee of this Contract Output may be earned at the completion of Completion Criterion 1. The fee is distributed per Assumptions 1 and 2.
2. 2% available fee of this Contract Output may be earned at the end of the assessment period for Completion Criterion 2. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.
3. 2% available fee (1% for 3.a. and 1% for 3. b.) of this Contract Output may be earned at the end of the assessment period for Completion Criterion 3. Fee will be determined at the end of the assessment period for each Completion Criterion

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commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

4. 1% available fee of this Contract Output may be earned at the end of the assessment period for Completion Criterion 4. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Participate in the FY 2010 MSIs cited in the NNSA Milestone Reporting Tool (MRT) by working with Nuclear Security Enterprise (NSE) partners to achieve NSE-wide goals. Successful completion for each individual milestone within the overall MSI is assigned by NNSA Headquarters.
2. Tritium Program Severability. The facility has been directed to implement the Severability Plan. This will include planning, development, and implementation of an effective and comprehensive schedule consistent with NNSA direction for severability in a timely manner. This initiative will move Tritium Programs toward a goal of becoming a semi-autonomous entity within the M&O.
3. Modernization
    a. Record of Decision (ROD) Activities. Participate and ensure support for implementation of the NNSA Complex Transformation strategies and goals that are applicable to SRNS. Facilitate communication and contractor support for overall Complex Transformation ROD integrating activities to develop efficient business practices and systems integration processes with Tritium and the Nuclear Security Enterprise.

        Completion criteria include:
        Support key modernization and strategic planning initiatives, such as the Enterprise Reengineering Team, NNSA Directives Review, and Tritium R&D Consolidation.

    b. Facility Efficiency or Footprint Reduction. Demonstrate support for implementation of the Tritium Facility Transformation strategies and goals per NNSA direction and additional required funding.
        Completion criteria include:
        I. Support key facility modernization and strategic planning initiatives, such as the Tritium Programs Strategic Plan, Human Capital Management Plan, and Business Transformation Plan
        II. Specific activities may include implementing Innovation/Technological Advancement and Footprint Reduction.

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4. Governance. Evaluate and analyze the business to develop ideas to meet the Tritium Transformational Business Plan $6M target. This includes issuance of plans and schedules for implementation to support the Tritium Transformational Business Plan $6M target utilizing efforts such as NNSA Directive Reforms.

Multi-Site Target Assumptions

1. Letter, Harencak to Distribution, FY2010 Multi-Site Targets and Success Criteria, August 20, 2009.
    - Minimum percentage fee structure for the major categories (items) is: 30% for Stockpile; 10% for Enterprise Integration; 10% for Science & Engineering. The remaining 50% is allocated per Site Office Manager's discretion.
    - Sites not participating in a multi-site target will have their fee rolled up within the same major category (items 1, or 2, or 3)
    - Sites not participating in a major category (item) will have their fee distributed within remaining major categories (item) at the Site Office Manager's discretion.
    - The HQ "Champion" shall evaluate quarterly whether the multi-site target was achieved on a pass/fail basis taking into account inputs from the "Owners." At completion of 4th Quarter, NA-10 shall sign a Memo to Site Office Managers that contains the final evaluation ratings for each Multi-Site target; this Memo is used by the FDO for ultimate fee determination.
2. Inclusion of specific scope and fee distribution into this PBI will be accomplished through a letter issued by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) Manager to Savannah River Nuclear Solutions, LLC (SRNS).

Government Furnished Services / Items

1. NNSA Headquarters defines the FY 2010 Multi-Site Incentives with associated completion criteria and fee distribution method.

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Contract Output 6. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations)

This Contract Output emphasizes Operations programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Operations in the following areas:

Facility and Site Management
Maintenance Effectiveness
Operations and Work Planning
Quality Assurance
Engineering
Nuclear Safety and Fire Protection
Radiation Protection

Up to 15% of the allocated Tritium Programs PBI fee may be earned by Contract Output 6 as follows.

Essential Fee

1. 15% available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Operations. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Operations

A. Facility and Site Management. SRNS will comprehensively manage the Tritium Facilities and will continuously assess and report on all aspects of the health and condition of Tritium Operations facilities to ensure that issues and problems are raised to the appropriate level for resolution through submittal of appropriate metrics.

Completion Criteria include:

1. The ten year site plan for the Tritium Facilities, as required by NNSA and RPAM, will be updated annually to reflect the facility improvements, replacements-in-kind, and general facility maintenance required to support the active programs and missions. This document will comply with the format, content, and schedule provided by NNSA/HQ.

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2. Health and condition of the major production facilities, as evidenced by facility assessments and the monthly facility availability metric, will be accurately reported each month and will demonstrate that the facilities are available to meet the mission deliverables.
3. Real property assets will be maintained in a cost-effective manner that includes management of Deferred Maintenance (reported yearly), facility improvements, and RIK to ensure facilities and equipment are available to meet mission deliverables. The Facility Information Management System (FIMS) reporting requirements are timely, accurate, and complete by September 30, 2010 to include the Facility Condition Index (FCI).
4. Concurrent with the budget cycle and ten year site plan for the Tritium Facilities, provide NNSA/SRSO an analysis of the Tritium Facilities deferred maintenance, replacement plant value and FCI. Include funding needs to stabilize and improve the FCI along with maintenance and project recommendations.
5. Develop an energy management program for the Tritium Facilities and develop metrics to establish baseline.

B. Maintenance Effectiveness. Maintenance Effectiveness reviews and metrics will demonstrate effective performance and a commitment to contractor assurance. These metrics shall provide an accurate representation of performance, and will identify areas for improvement.

1. Aggregate evaluation of review results shows that the Maintenance Program is in compliance with the requirements of DOE O 433.1 and the site Maintenance Implementation Plan.
2. Locked-In Completion, as evidenced by the Locked-In Completion metric, will be accurately reported each month and will demonstrate the performance of work scheduled.
3. Open Work Activities, as evidenced by the Open Work Activities metric, will be accurately reported each month and will demonstrate adequate manpower availability.
4. Corrective Maintenance (CM) Backlog, as evidenced by the CM Backlog metric, will be accurately reported each month and will demonstrate that the condition of the plant equipment is not degrading.
5. Mechanic Utilization, as evidenced by the Mechanic Utilization metric, will be accurately reported each month and will demonstrate that efficiency of the mechanic's utilization in performing work.
6. Actual Hours versus Estimated Hours Ratio, as evidenced by the Actual Hours versus Estimated Hours Ratio metric, will be accurately reported each month and will demonstrate the efficient performance of the work planned.

7. Critical Spare Parts, as evidenced by the Critical Spare Parts metric, will be accurately reported each month and will demonstrate that the critical spare parts are in inventory when needed.
8. Planning Effectiveness, as evidenced by the Planning Effectiveness metric, will be accurately reported each month and will demonstrate the effectiveness of having activities "ready to work" prior to the time they are scheduled.

C. Operations and Work Planning. SRNS Tritium Programs' work will be effectively executed in accordance with Conduct of Operations practices and requirements as defined in the S/RIDs and work will be effectively planned and coordinated.

Completion criteria include:

1. Effective Operations and Work Planning implementation, as indicated with Conduct of Operations issues metrics, the valving performance metric and the lockout/tagout metric will be accurately reported each month and will demonstrate acceptable trends.
2. Implementation of continuous improvement initiatives of Operations and Work Planning, as indicated by the Self-Reported Errors, Assessments, and Reviews for Continuous Improvement metric, will be accurately reported each month and will demonstrate that self assessments and facility personnel are identifying errors and other areas for improvement. The metric will also demonstrate that fact finding and post job reviews are being conducted as appropriate and in a timely manner.

D. Quality Assurance. The Tritium Quality Assurance Program will be managed and implemented in accordance with the requirements of 10 CFR 830, DOE Order 414.lC, NNSA directives (e.g., QC-1, Primary Standards Laboratory memorandum, Development and Production Manual) as defined in S/RIDS and the SRS 1Q Manual.

Completion criteria include:

1. The aggregate of survey and assessment (SRSO, SRNS and external) results provide confidence that quality is assured through an effectively implemented QA program.
2. Effectiveness of product/production is evidenced by quality trending of defects and non-conformance metrics from TCNCR, UR, and IMR reports, and the associated Cost of Nonconformance.
3. Effectively perform delegated stamping authority and ship product as scheduled that meets NNSA quality acceptance and shipping requirement.
4. Provide quality and process improvements, report and trend improvements including corrective action/prevention of recurrence.

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5. Procurement metrics demonstrate the effectiveness of the procurement process to support Tritium Facility operation and measures the quality of procured material and the timeliness of procurements.
6. Develop a metric for Tritium NCR's and evaluate a method for determining and reporting Cost of Nonconformance (CONC) of NCR's.

E. Engineering. The Engineering Program will be managed and implemented in accordance with the requirements of DOE O 420.1B Facility Safety (as defined in S/RIDS) and the SRNS Engineering Manual (E7) Procedures.

Completion criteria include:

1. Perform and maintain compliant engineering product deliverables that support operations and projects.
2. Engineering function provides safety system configuration management and ensures that safety systems will perform as described in the safety basis. The engineering function will also support the Defense Programs mission and support design agency requirements. These functions will generally be met by the following expectations:
   i. Existing system Technical Baseline drawings are current and reflect the field conditions.
   ii. System Design Descriptions (SDDs), as indicated by the monthly engineering metric, will be updated to reflect the current facility configuration in accordance with the SDD update schedule.
   iii. The assigned system engineer demonstrates sufficient depth of knowledge of their system to support the operations, maintenance, and safety basis management.
   iv. Implement and execute field trials and pilots of System Life Planning, System Engineer Notebooks, and System Walkdowns. Monitor and report progress for engineering pilot initiatives through metrics for system life planning, engineering notebooks, and new electronic system walkdowns. Provide planned actions to either abandon, modify or fully implement each initiative.

3. Demonstrate Technical Leadership both within SRNS and in the Nuclear Security Enterprise through appropriate participation in DOE-HQ engineering related improvement initiatives, implementation of the professional development plan, and staffing initiatives.

F. Nuclear Safety & Fire Protection. The Tritium Safety Basis and Fire Protection (FP) Programs will be managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDS), and site requirements

Completion criteria include:

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1. SRNS and SRSO review results confirm the Safety Basis Program achieves and maintains full compliance with regulatory requirements (10CFR830, Subpart B), DOE/NNSA requirements, and S/RID applicable safety basis requirements.
2. Perform and maintain compliant safety basis engineering product deliverables that support operations and projects. These products include DSAs, TSRs, hazard evaluations, USQD documents, and supporting analyses.
3. Demonstrate a mature company independent review process for safety basis documents requiring submittal to NNSA SRSO for approval (e.g., DSA and TSR including all annual updates and revisions).
4. Continue the TORC and the process and expectations for assessments. The TORC shall provide routine oversight of the facility safety basis program in accordance with the approved TORC Charter, with review and assessment of emerging facility safety issues as well as major occurrences associated with facility safety performance.
5. Develop and submit the following items per the target completion dates:
    a. Develop and submit a DSA/TSR revision to support receipt and storage of W87 units from LANL as defined by the Tritium Programs Milestone Schedule.
    b. Develop and submit the FY10 Tritium Facilities Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    c. Develop and submit the FY10 TEF Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    d. Complete the Accident Analysis Calculations and CHAP Report for TEF as defined by the Tritium Programs Milestone Schedule.
    e. Complete a high quality draft for SRNS approval of the TEF DSA and TSR based on the revised CHAP and Accident Analysis for TEF as defined by the Tritium Programs Milestone Schedule.
6. Proper implementation and maintenance of the Fire Protection Program will be indicated through metrics which reflect the minimization of system impairments, and track and trend system and component failures.

G. Radiation Protection. SRS Tritium Programs' Radiation Protection Program will be managed and implemented in accordance with the requirements of 10 CFR 835, applicable S/RIDs, and the SRNS Radiological Protection Program.

Completion criteria include:

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1. The aggregate evaluation of assessment results and CAS metrics, including facility contamination events, personnel contaminations and radiation exposure, habitability survey performance, and breached glove events, shows the radiological protection program is implemented in accordance with requirements.
2. No significant deficiencies occur which negatively impact the performance of Tritium operations or accomplishment of missions.

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Contract Output 7. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S)

This Contract Output emphasizes Safety and Health and Safeguards and Security programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Safety and Health and Safeguards and Security in the following areas:

Training and Qualification
Emergency Management
Health and Safety
Environmental Management
Waste Management
Safeguards and Security
Cyber Security

Up to 15% of the allocated Tritium Programs PBI fee may be earned by Contract Output 7 as follows.

Essential Fee

1. 15% available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Safety and Health and Safeguards and Security. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. **Safety & Health / Safeguards & Security**

   A. Training and Qualification. The Tritium Training and Qualification Program will be managed and implemented in accordance with the requirements of DOE Order 5480.20A, Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities, as defined in the S/RIDS, and plant policies and procedures.

   Completion criteria include:

   1. No significant programmatic training deficiencies will occur which affect the performance of Tritium Program activities or accomplishment of mission.
   2. Operations Technical Qualification Expiration for all Operations Watchstander employees is tracked, reported, and maintained to demonstrate that fully qualified facility personnel are available to support accomplishment of the mission.

3. Actual completion of HANM personnel to qualify for HAOM Operations jobs, as indicated by the HANM to HAOM cross-training metric, will be accurately reported and will demonstrate that the established completion rate is maintained to support Tritium Operations HANM centric strategy.

B. Emergency Management. The Tritium Emergency Management Program will be managed and implemented in accordance with the requirements defined in S/RIDS, NNSA-approved plans and schedules, and Site Procedures.

Completion criteria include:
1. Aggregate evaluation of review results indicates Emergency Preparedness Management is routinely implemented in accordance with requirements to develop and maintain a knowledgeable and fully trained workforce capable of responding to and mitigating abnormal events.

C. Health & Safety. The Industrial Safety, Chemical Safety, Industrial Hygiene, Occupational Medicine, and Transportation Safety Programs are managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDs), and site requirements.

Completion criteria include:
1. Aggregate evaluation of review results indicates Health and Safety Programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Safe facility operations, as evidenced by the monthly TRC metric for Operations and Construction, will be accurately reported each month and will demonstrate that the TRC rate is below the site goals for Operations and Construction.
3. SRNS will continue to execute an Integrated Safety Management System (ISMS) program, including continued efforts to enhance worker safety, health, and wellness programs.
4. Hazardous material management will be accomplished through the annual hazardous material inventory. Reduction of hazardous materials will be through the disposition of excess chemicals, where possible.
5. Maintain Tritium-wide access to the Material Safety Data Sheet (MSDS) database and perform the annual Tier II chemical inventory. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.

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D. Environmental Management. The Environmental program will be managed in accordance with applicable environmental laws, regulations, and DOE Directives via the S/RIDs.

Completion criteria include:

1. Aggregate evaluation of review results, including regulatory compliance, shows the Environmental Program is implemented in accordance with requirements, with no significant Notices of Violation (NOVs). No significant deficiencies will occur that affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Metals discharges to the H-02 outfall, as evidenced by the monthly NPDES H-02 Outfall Compliance metric, will be accurately reported each month and will demonstrate that the Tritium Facility discharges to the H-02 outfall are in compliance with the current NPDES permit limits for Lead, Zinc, and Copper.
3. Air emissions from the four process facilities, as evidenced by the monthly Air Emissions by Building metric, will be accurately reported each month and will demonstrate that the facilities are minimizing the release of Tritium to the atmosphere by remaining below the release guide.

E. Waste Management. The Waste Management program will be managed in accordance with applicable environmental laws, regulations, and DOE Directives via the S/RIDs.

Completion criteria include:

1. No significant deficiencies will occur that affect the performance of the SRS Tritium operations or accomplishment of missions.
2. Container compliance with all requirements, as evidenced by the monthly Waste Container Compliance metric, will be accurately reported each month and will demonstrate that the waste containers shipped to treatment, storage, or disposal units were compliant with all requirements upon receipt.
3. Waste Generation, as evidenced by the monthly Waste Management metric, will be accurately reported each month and will demonstrate that the waste generation is below the rolling average forecast, indicating the minimization of Low Level Radioactive Waste generation.

4. Aggregate evaluation of review results, including regulatory compliance, shows the Waste Management Program is implemented in accordance with requirements, with no significant Notices of Violation (NOVs), or significant violations of DOE O 435.1.

F. Safeguards and Security.

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Operate an effective and efficient Safeguards and Security Program that meets DOE, NNSA, and Site requirements/directives and expectations as verified by Contractor self-assessment, SRSO oversight, and external inspections.

Completion Criteria include:

1. Plan, execute and manage the Tritium Facilities as a SPL-4 facility in compliance with DOE Directives.
2. Within 270 days of receipt of an approved waiver, transition the accountability for tritium, deuterium, and lithium from a program based on the MC&A security requirements to a production inventory program.
3. Aggregate evaluation of review results indicates the Safeguards and Security Programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations or accomplishment of missions.
4. Information request, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
5. Security incidents, as evidenced by the Security Incident Index metric, will be accurately reported each month and will demonstrate that SRNS and subcontractor personnel follow appropriate security requirements within the Tritium Facilities.
6. Provide annual update of the Tritium Facilities' Security Plan that complies with DOE M 470.4-1 and submitted a minimum of 60 days prior to its anniversary date.
7. Hardcopy classified document holdings, as determined in the FY2009 analysis and evidenced by the Classified Document Holdings metric, will be accurately reported each month and will demonstrate that these documents are being appropriately controlled and reduced.
8. ACREM holdings, as evidenced by the ACREM metric, will be accurately reported each month and will demonstrate that they are being appropriately controlled and reduced.
9. Operate effective and efficient physical security systems to ensure that Intrusion Detection and Assessment Systems, access control systems, and cameras, interlocks, switches, sensors, etc. are functional, calibrated, and maintained.
10. Operate effective and efficient information protection activities to ensure that classified repositories and documents are maintained per requirements, and that the Technical Surveillance Countermeasures Program and the Classified Matter Protection and Control Program are in place and functional.
11. Classified document markings, as evidenced by the Document Marking Index will be accurately reported each month and will demonstrate that classified documents are being appropriately recognized and safeguarded.
12. Evaluate, develop, and implement a system modernization plan to include life cycle management for physical security systems as required by NNSA HQ.

13. Ensure employees obtain and maintain appropriate Safeguards & Security (S&S) qualifications by developing a S&S qualification card and hosting one S&S training course.
14. Conduct S&S self-assessments in all functional areas and achieve a satisfactory or effective rating with no repeat finding identified related to performance.

G. Cyber Security. Operate effective and efficient Cyber Security activities that meet DOE, NNSA, and Savannah River Nuclear Solutions (SRNS) requirements/directives and expectations as verified via contractor self-assessments, SRSO oversight, and external inspections.

Completion Criteria include:

1. Plan, execute and manage the classified networks within the Tritium Facilities and SRNL in compliance with DOE Directives and the NAPs.
2. Plan, execute and manage the Enterprise Secure Network (ESN) for Savannah River Site in compliance with DOE orders and the NAPs. Provide a monthly report to NNSA/SRSO on the SRS ESN status.
3. Aggregate evaluation of review results indicates the Cyber Security Program is routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations, SRNL Operations or accomplishment of missions.
4. Information requests, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
5. Cyber security incidents, as evidenced by the Cyber Security Incident Index metric, will be accurately reported each month and will demonstrate that SRNS and subcontractor personnel follow appropriate cyber security requirements.
6. Prepare and provide a monthly status report to the SRSO Designated Approving Authority (DAA) Representative on the SRNS cyber security program, including NNSA Cyber Security Policies (NAPs) implementation.
7. Establish and maintain a comprehensive self-assessment and issues resolution program for the Cyber Security Program. The current SRNS S&S Self Assessment program satisfies this completion criterion.
8. Submit final NAP-compliant certification and accreditation (C&A) package(s) for Authority to Operate (ATO) or Request for Extension a minimum of 30 calendar days prior to the ATO expiration date.
9. Execute CAPs and Plan of Action and Milestones (POA&M) per agreed upon schedule.

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Contract Output 8. Maintain the Tritium Facilities in a safe, secure, and responsive operating condition. (Business Management)

This Contract Output emphasizes Business programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criterion associated with Business in the following areas:

Fiscal Management
Contractor Assurance System
Program Management
Project Management
Information Technology/Process Control

Up to 15% of the allocated Tritium Programs PBI fee may be earned by Contract Output 8 as follows.

Essential Fee

2. 15% available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Business Management. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Business Management

A. Fiscal Management. Budget and financial deliverables per the Planning, Programming, Budget, and Evaluation (PPBE) process will be provided in accordance with established due dates.

SRNS Tritium will maintain effective and timely information response processes.

Information requests, budget exercises, work insertion requests, etc., will be fully supported and evaluated on criteria such as quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.

SRNS will maintain an effective and efficient funds controls system.

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i. No legal or administrative violations occur with regards to the management of appropriations for which controls have been established by DOE/HQ, or for which funds of other federal agencies or governmental entities have been entrusted to DOE for performance of supporting scopes of work. (Tritium only)

ii. Uncosted balances are maintained at or reduced to below the DOE/HQ specified levels that are consistent with sound financial management. Due consideration will be given to multi year expense projects.

iii. Reprogramming actions and supplemental financial plans will be timely, accurate, comprehensible, and minimized via advance planning and forecasting processes. Any identified need for a reprogramming action will be identified early in the fiscal year, have SRSO program approval, and clearly identify all funding sources.

iv. Indirect costs and rates will be tracked and managed to identify and mitigate potential perturbations to planned direct work.

Budget and financial deliverables will be provided in accordance with established due dates with minimal mechanical and conformance errors.

Completion criteria include:

1. Offline quarterly and year-end reporting will be provided per reporting requirements.
2. Impact analyses and ad hoc exercises will be responded to in a timely manner and be coordinated with SRNS.
3. Budget formulation requirements will be provided per requirements and coordinated with all appropriate organizations.
4. Financial reporting will demonstrate effective accounting practices.

B. Contractor Assurance System. SRNS will have a Tritium-wide, comprehensive, and integrated Contractor Assurance System (CAS). The CAS will be managed and implemented in accordance with the requirements of DOE Order 226.1A and NNSA Supplemental Directive NA-1 SD 226.1A.

Completion criteria include:

1. Demonstrate an effective, comprehensive, integrated CAS Program. Elements include the following.
   i. Integrated assessment schedule (includes internal audit, independent assessments, and management activities)
   ii. Integrated assessment results (includes all formal assessment activities)
   iii. Integrated risk management priorities

2. Meet CAS Program Requirements - Submit a CAS Program description for NNSA-SRSO annual review and approval.
3. Demonstrate that an issues management system is implemented, and results are regularly reviewed by senior management. (This includes capturing program and performance deficiencies, regardless of their source, in a system or systems that provides for analysis, resolution, and tracking.)
4. Support the Line Oversight Contractor Assurance System (LOCAS) initiative.
   i. Identify LOCAS control metrics to support the following six Performance Categories. (1) Environment, Safety, and Health (ES&H), (2) Nuclear Safety, (3) Cyber Security, (4) Safeguards and Security, (5) Emergency Management, and (6) Business Management.
   ii. Review metrics with the SRSO LOCAS Manager on a minimum of a quarterly basis to demonstrate the effectiveness of LOCAS control metrics in measuring contract/contractor performance.
   iii. Refine metrics as LOCAS performance matures.

C. Program Management. SRNS will manage programs consistent with the NNSA Program Management Policy (BOP-006.001) and the Defense Programs Program Management Manual. A Program is a group on ongoing activities and related projects conducted with a defined set of resources (financial, human, etc.) managed in a coordinated way to achieve mission objectives and obtain benefits not available from managing them individually.

Program Management within Tritium Programs applies primarily to RTBF, DSW, Engineering and Readiness Campaigns, FIRP, S&S, etc.

Program Management philosophy views programs as falling across a spectrum ranging from operational or level-of-effort programs, such as surveillance of the nuclear weapons stockpile at one end, to major capital acquisition projects at the other end. The diversity of programs within the NNSA demands the "tailored" application of the program management principles to accommodate the requirements of each program.

Completion criteria include:
Plan, execute, and manage to established scope, cost, schedule, and risk baselines for all program elements including:

1. Each individual program will be planned, executed, managed, and will maintain acceptable cost and schedule performance as established by Work Authorization Directives, Prioritized Project Lists, PCD Requirements, Baseline Dismantlement Schedule, program implementation plans, program execution plan, and all other program requirements.

Performance Fee Agreement

SRNS2010TP

2. Submit a comprehensive Infrastructure Roadmap for the Tritium Facilities that integrates the programs' strategic plans with production forecasts, research and development, facility and equipment management, safeguards and security, IT, transformation, projects, etc., by March 31, 2010.
3. Aggregate evaluation of review results indicates programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
4. SRNS' scope associated with NNSA Milestone Reporting Tool (MRT) Level 1 and 2 milestones will be completed on schedule. This excludes milestones associated with the Multi-Site PBI that are addressed in Contract Output 5.
5. Level 3 Milestones will be completed on schedule.
6. Information requests, budget exercises, work insertion requests, etc., will be supported. Develop and submit business cases as requested.
7. Submit Performance reports as required by individual Programs' Execution Plans.

D. Project Management.

Completion criteria include:

1. Submit a plan (scope, cost, and schedule) for cleaning out and vacating Building 232-1H that supports occupancy of Building 217-3H in an expedited manner while fully supporting the Tritium missions.
2. Aggregate evaluation of review results indicates projects are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
3. Safety will be emphasized for all aspects of the project from design through startup. Projects will routinely discuss safety in meetings for project personnel and will emphasize lessons learned at SRS construction sites and projects at other DOE sites. During construction phase each project manager or designee will proactively participate and conduct safety walk downs and document on Management Field Observation forms in STAR.
4. Manage projects within established scope, cost, and schedule baselines per SRSO approved Integrated Priority List. Cost and schedule performance are measured through Cost Performance Index (CPI) and Schedule Performance Index (SPI) for large projects and cost and schedule baselines for small projects and will demonstrate effective project management.

Performance Fee Agreement

SRNS2010TP

E. Information Technology/Process Control. Maintain a customer-focused Information Technology (IT) / Process Control environment that supports the NNSA's missions.

Completion criteria include:

1. Aggregate evaluation of review results indicates the IT Program is routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations or accomplishment of missions.
2. Information requests, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
3. The system availability of the Tritium classified network, as evidenced by the System Availability metric, will demonstrate that the classified network is available to support Tritium missions.
4. The system availability of the Enterprise Secure Network (ESN) will be reported regularly to NNSA to demonstrate that the ESN is available to support the Nuclear Security Enterprise.
5. Install, configure and startup the SSIMS terminal within 60 days of all equipment receipt and receipt of all NNSA approvals to operate.
6. Submit an updated disaster recovery and contingency plan for critical IT/Process Control systems per the POAMs for systems as they become NAPs-compliant.
7. Submit a detailed plan (scope, cost, and schedule) for the execution of the ARMS post-project scope by January 30, 2010.

Performance Fee Agreement
SRNS2010TP

Approvals:

SRNS Tritium Programs	**Christopher C. Gentile**	**Date**
		9/29/09
NNSA SRSO	**Douglas J. Dearolph**	**Date**
		9/29/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
047	10/07/2009	10EM000028	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $62,701,911.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
The purpose of this modification is to increase funding in the amount of $62,701,911.00 in accordance with FINPLAN #1. The total amount of funds obligated under this contract is increased from $2,758,812,515.33 to $2,821,514,426.33.
FOB: Destination
Period of Performance: 08/01/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/07/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE:

PAGE OF PAGES: 1 2

2. AMENDMENT/MODIFICATION NO.: 048

3. EFFECTIVE DATE: 10/26/2009

4. REQUISITION/PURCHASE REQ. NO.: 10EM000155

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY CODE: 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE: 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.: DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)*: 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

Net Decrease: -$1,400,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
The purpose of this modification is to de-obligation funds in the amount of $1,400,000 and make available for the DOE-SR Budget Director to send to EM HQ to re-allocate on the November Approved Funding Program (AFP) to the Nevada Test Site to cover unbudgeted increased waste disposal volume and operation costs related to ARRA work scope at Nevada. The re-allocation is based on ARRA volumes for the largest EM generators. This is decresing funding inaccordance with FINPLAN #
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: Dale E. Nix

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA: Signature on File

(Signature of Contracting Officer)

16C. DATE SIGNED: 10/26/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/048	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	03. The total amount of funds obligated under this contract is decreased from $2,758,812,515.33 to $2,757,412,515.33 SRNS acknowledges that the Contracting Officer will be issuing a unilateral modification for deobligation Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 FOB: Destination Period of Performance: 08/01/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. *(If applicable)*
049	10/28/2009		

6 ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8 NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC Attn: MARK COGGIN ONE FLUOR DANIEL DRIVE A-3-A ALISO VIEJO CA 926981000	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED *(SEE ITEM 11)* 01/10/2008
CODE 798861048	FACILITY CODE	

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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:
	D. OTHER *(Specify type of modification and authority)*
X	Section H-54 Work Authorization System

E. IMPORTANT: Contractor x is not, is required to sign this document and return _____ copies to the issuing office.

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

Subj to Retent: Y

(continued on page 2)

Period of Performance: 08/01/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/28/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

A. The purpose of this modification is to adjust the total budget for FY 2011 and to reflect the deobligation of $1,400,000 under contract modification 048 in accordance with the American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act).

Revised Adjusted Total Budget
FY09, FY10 & FY11

Fiscal Year (FY)	Estimated Cost	Available Fee	FY Budget
FY 2009	$238,270,000	$13,057,382	$251,327,382
FY 2010	$564,704,000	$39,529,280	$604,233,280
FY 2011	$513,634,351	$35,537,370	$549,171,722
Total	**$1,316,608,351**	***$88,124,033**	**$1,404,732,384**

*** The fee pool remains unchanged in accordance with the terms of Mod 045.**

Revised Adjusted Total Budget for
Revised Work Authorization

B. The Work Authorizations have been changed to reflect the deobligation of $1.4 Million per Mod 048 which adjusts the funds for ARRA-SRS-3-09-04 Rev 2 for Project D (TRU and Solid Waste).

Work Authorization	FY09 Budget	FY10 Budget	FY11 Budget	Total Budget
ARRA-SRS-3009-01 Rev 1	$85,407,742	$205,334,571	$187,098,943	$477,841,256
ARRA-SRS-3009-02 Rev 1	$18,525,414	$44,538,210	$40,582,801	$103,646,426
ARRA-SRS-3009-03 Rev 1	$51,528,180	$123,882,408	$112,880,494	$288,291,083
ARRA-SRS-3009-04 Rev 2	$95,866,046	$230,478,090	$208,609,484	$534,953,620
Totals	$251,327,382	$604,233,280	$549,171,722	$1,404,732,384

C. The parties recognize that the funding limitation as set forth in Mod 024 Paragraph 14-E remains in effect. For clarity, the maximum authorized funds for expenditure as of this mod are $387,600,000.

D. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
050	10/29/2009	10EM000189	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $6,122,363.28

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
A. The purpose of this modification is to increase funding in the amount of $6,122,363.28 in accordance with FINPLAN #2. The total amount of funds obligated under this contract is corrected to show an increase from $2,820,114,426.33 to $2,826,236,789.61.

B. All other terms and conditions of the contract remain unchanged.
FOB: Destination
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/29/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/050	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/01/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
051	10/29/2009	10EM000231	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* Mutual Agreement Between Parties

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.)*

Subj to Retent: Y
The purpose of this modification is to incorporate the following FAR Clause:

FAR 52.222-54 Employment Eligibility Verification (Jan 2009)

A. Part II - Section I, Contract Clauses, is hereby revised to incorporate the following clause:

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/30/2009

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	I.60 FAR 52.222-54 Employment Eligibility Verification (Jan 2009) (a) Definitions. As used in this clause-- "Commercially available off-the-shelf (COTS) item-- (1) Means any item of supply that is" (i) A commercial item (as defined in paragraph (1) of the definition at 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo. "Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-- (1) Normally performs support work, such as indirect or overhead functions; and (2) Does not perform any substantial duties applicable to the contract. "Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders. "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor. "United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands. Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b) Enrollment and verification requirements. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award; (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section). (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section). (3) If the Contractor is an institution of higher Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract. (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of-- (i) Enrollment in the E-Verify program; or (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU). (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU. (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official. (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify. (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. (d) Individuals previously verified. The Contractor is not required by this clause to Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	perform additional employment verification using E-Verify for any employee-- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program; (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors. (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-- (1) Is for-- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) Has a value of more than $3,000; and (3) Includes work performed in the United States. (End of clause) B. All other terms and conditions remain unchange. FOB: Destination Period of Performance: 08/01/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
052	10/29/2009	10EM000238	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*

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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H-54 Work Authorization System and Mutual Agreement of the Parties
	D. OTHER *(Specify type of modification and authority)*

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.)*

Subj to Retent: Y
The purpose of this modification is to apply EM RA Cost Re-Alignment to the appropriate B&R codes for Savannah River Site through revision of Work Authorizations ARRA-SRS-3009-01, ARRA-SRS-3009-02, ARRA-SRS-3009-03, and ARRA-SRS-3009-04. Revision 3 of each Work Authorization are attached.

The contractor shall notify the Contracting Officer in writing whenever it has reason to

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	10/30/2009

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	believe that the costs it expects to incur will exceed 80% of the cost ceiling for each revised Work Authorization, which is the Contract Cost Ceiling allotted to date, by the Government. This modification supersedes the cost limitation of Paragraph 14-E of Mod 024. FOB: Destination Period of Performance: 08/01/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 14

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
053	10/30/2009		

6 ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7 ADMINISTERED BY (If other than Item 6) CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED (SEE ITEM 11) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)

See Schedule

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

CHECK ONE	
X	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. DEAR 970.5243-1 - Changes (DEC 2000)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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
	D. OTHER (Specify type of modification and authority)

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

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

Subj to Retent: Y
A. The purpose of this modification is to add the Project Control System requirement to Section H of the contract. See page 2 for full text.

B. All other terms and conditions of the contract remain unchanged.

Period of Performance: 08/01/2008 to 07/31/2013

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Charlene Smith	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	10/30/2009

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Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION" continued

PROJECT MANAGEMENT CONTROLS

(A) Project Control System

1) Definition
The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EM PMIS) from which comprehensive, project-wide performance reports are generated. In addition, the contractor shall provide all necessary technical information and support to enable DOE to proceed with the Critical Decision process and enable DOE to meet the data requirements of the Integrated Planning, Accountability and Budgeting System.

2) Acronyms
The following is a listing of acronyms and their meaning as used in this work statement:

ACWP	Actual Cost of Work Performed
ANSI	American National Standards Institute
BCWS	Budgeted Cost of Work Scheduled
BCWP	Budgeted Cost of Work Performed
CPR	Contractor Performance Report
EDI	Electronic Data Interchange
EIA	Electronic Industry Association
EM	Environmental Management
ETC	Estimate to Complete
EV	Earned Value
IPABS	Integrated Planning, Accountability and Budgeting System
MR	Management Reserve
OBS	Organizational Breakdown Structure
PMIS	Project Management Information System
RDT&E	Research, Development, Testing and Evaluation
WBS	Work Breakdown Structure

3) Data Requirements
In support of EM PMIS implementation and maintenance, the contractor shall provide the following data elements on a monthly basis.

ANSI/EIA-748 Earned Value Metrics
Earned Value Time-Phased Incremental Cost and Quantity Data
Management Reserve Data
Schedule Data
Variance Analysis Data
Risk Data

The required data elements shall be reported as provided by and consistent with the terms of the contract. In the absence of contractually specific reporting requirements, the contractor shall report the required data by the 15th business day following the report month (i.e., June data shall be reported by the 15th business day of July). Specific reporting requirements and formats follow. The contractor shall submit information for all data elements, as listed in the attached tables.

ANSI/EIA-748 Earned Value Metrics

The contractor shall report monthly cost and schedule metrics by Work Breakdown Structure (WBS) and Organizational Breakdown Structure (OBS) against the approved Project Management Baseline. The reporting data elements are:

- Monthly BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cumulative-to-Date BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cost Budget at Complete
- Cost Estimate to Complete
- Reprogramming Adjustment – Cost Variance
- Reprogramming Adjustment – Budget

The reporting format is noted in Tables 3.6.1, 3.6.2 and 3.6.3, attached.

Earned Value Time-Phased Incremental Cost and Quantity Data

The contractor shall report incremental cost and schedule performance data on a monthly basis by the lowest level of the WBS and OBS. The reporting data elements are:

- BCWS for the project duration
- BCWP from the project start through the current month
- ACWP from the project start through the current month
- ETC from the current month through the end of the project

The reporting format is noted in Table 3.1, attached.

Management Reserve Data

The contractor shall report Management Reserve by WBS and OBS using the data elements *Transaction Date*, *Credit*, *Debit* and *Account Balance*. The reporting format is noted in Table 3.2, attached.

Schedule Data

The contractor shall report Schedule data by WBS and OBS; the following data elements shall be reported:

- Type of Activity
- Early/Late Start
- Early/Late Finish
- Start and Finish constraints
- Durations
- Critical Path
- Total and Fee Float
- % Complete

The reporting format is noted in Tables 3.3.1 and 3.3.2, attached.

Variance Analysis Data

The contractor shall report variances by WBS and OBS that exceed 10%. The following data elements shall be reported:

- Monthly Cost and Schedule Variances and Performance Indices
- Cumulative-to-Date Cost and Schedule Variances and Performance Indices
- Variance at Completion
- Estimate at Completion and the Method of Calculation
- Narrative

The reporting format is noted in Tables 3.4.1 and 3.4.2, attached

Risk Data

The contractor shall report risk information by WBS and OBS by a minimum set of data elements that include, but not limited to the following:

- Type of Risk
- Probability of Occurrence
- Quantification of Risk
- Mitigation
- Status

The reporting format and current list of reportable fields is noted in Table 3.5, attached.

Attachment

EM PMIS REPORTING FORMAT TABLES

Table 3.1

Earned Value Time Phased Table Earned Value Time-phased Incremental Data for Each Period by WBS and OBS				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity Name	
Resnam	VARCHAR	20	Resource Name	
Period	DATETIME		End Date of Period where Each cost is Time Phased	*
WBSDesc	VARCHAR	255	WBS Description	
OBSDesc	VARCHAR	255	OBS Description	
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS	*
CINCBCWP	NUMERIC	16	Cost Incremental Planned Value/BCWP	*
CINCAWWP	NUMERIC	16	Cost Incremental Planned Value/ACWP	*
CINCETC	NUMERIC	16	Cost Incremental ETC-Future from Status Date	*
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS	
QINCBCWP	NUMERIC	16	Quantity Incremental Planned Value/BCWP	
QINCACWP	NUMERIC	16	Quantity Incremental Planned Value/ACWP	
QINCETC	NUMERIC	16	Quantity Incremental ETC-Future from Status Date	

Table 3.2

Earned Value Management Reserve Log Table Management Reserve Log				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
LogDate	DATETIME		Date of MR Change	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity MR was applied to	
ResNam	VARCHAR	20	Resource MR was applied to	
CCREDIT	NUMERIC	16	Amount of Credit to MR	*
CBEBIT	NUMERIC	16	Amount of Debit to MR	*
CBALANCE	NUMERIC	16	Balance of MR after change	*
Narrative	TEXT		Text Description of MR change	
Document	OBJECT		Document Attachment	

Table 3.3.1

Schedule Activity Table Activity Schedule Date				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Activity Name or Code or ID	*
ActDesc	VARCHAR	255	Activity Description	
WBSNUM	VARCHAR	35	WBS Element	
OBSNUM	VARCHAR	50	OBS Element	
ActType	VARCHAR	1	Activity Type (A=Activity, S=Summary, M=Milestone, H=Hammock	*
CURStrCon	VARCHAR	3	Current Start Constraint	
CURStrConDate	DATETIME		Current Start Constraint Date	
CURFinCon	VARCHAR	3	Current Finish Constraint	
CURFinConDate	DATETIME		Current Finish Constraint Date	
CURESDate	DATETIME		Current Early Start Date	
CUREFDate	DATETIME		Current Early Finish Date	
CURLSDate	DATETIME		Current Late Start Date	
CURLFDate	DATETIME		Current Late Finish Date	
CUR FreeFit	INT	4	Current Free Float (Days)	
CURTtlFit	INT	4	Current Total Float (Days)	
CURCrit	BOOLEAN	1	Current Critical Path	
CUROrgDur	INT	4	Current Original Duration (Days)	
CURRemDur	INT	4	Current Remaining Duration (Days)	
CURPctCmp	NUMERIC	16	Current Percent Complet	
BASStrCon	VARCHAR	3	Baseline Start Constraint	
BASStrConDate	DATETIME		Baseline Start Constraint Date	
BASFinCon	VARCHAR	3	Baseline Finish Constraint	
BASFinConDate	DATETIME		Baseline Finish Constraint Date	
BASESDate	DATETIME		Baseline Early Start Date	
BASEFDate	DATETIME		Baseline Early Finish Date	
BASLSDate	DATETIME		Baseline Late Start Date	
BASLFDate	DATETIME		Baseline Late Finish Date	
BASFreeFlt	INT	4	Baseline Free Float (Days)	
BASTtlFit	INT	4	Baseline Total Float (Days)	
BASCrit	BOOLEAN	1	Baseline Critical Path	
BASOrgDur	INT	4	Baseline Original Duration (Days)	
BASRemDur	INT	4	Baseline Remaining Duration (Days)	
BASPctCmp	NUMERIC	16	Baseline Percent	

Table 3.3.2

Schedule Relationship Table Activity Relationship Data				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Predecessor Activity Name or Code	*
ActNamRel	VARCHAR	16	Successor Activity Name or Code	*
CURRelType	VARCHAR	2	Current Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
CURLag	INT	4	Current Lag	*
BASRelType	VARCHAR	2	Baseline Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
BASLag	INT	4	Baseline Lag (Pos.)/Lead (Neg.)	*

Table 3.4.1

Earned Value Variance WBS Table Variance Analysis Data by WBS				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPI	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPI	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEAC1Meth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.4.2

Earned Value Variance WBS Table Variance Analysis Data by OBS				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPI	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPI	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEAC1Meth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.5

Risk Log Table Risk Log Data				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
RiskCode	VARCHAR	50	Identifier Code for Risk Item	*
RiskType	VARCHAR	20	Type of Risk	*
Title	VARCHAR	255	Title of Risk Item	*
RiskDate	DATEIME		The date the risk was identified in the risk management system	*
RemainAmt	VARCHAR	3	Will the remaining amount be adequate for project closeout?	
Mitigation	TEXT		Risk Mitigation Plan	
Probability	NUMERIC	16	Risk Probability	
Consequence	TEXT		Risk Impact/Consequence	
Quantity	NUMERIC	16	Quantification of Risk	
UnitofMeasure	VARCHAR	50	Unit of Measure for Quantity	
Closed	BOOLEAN	1	Risk Item Open (No) or Closed (Yes)	*
Status	TEXT		Risk Status	
Narrative	TEXT		Text Description of Risk	
Document	OBJECT		Document Attachment - Optional	

Table 3.6.1

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	**Field Type**	**Length**	**Description**	**Req.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
ProjDsc	VARCHAR	255	Project Description	
ConNum	VARCHAR	50	Contract Number	
ConTyp	VARCHAR	4	Contract Types: CPAF – Cost Plus Award Fee CPFF – Cost Plus Fixed Fee CPIF – Cost Plus Incentive Fee CPP – Cost Plus Percentage CPE – Cost Plus Expenses FPE – Fixed Price Escalation FPI – Fixed Price Incentive FFP – Firm Fixed Price T&M – Time and Materials	
ProgType	VARCHAR	50	Program Type (RDT&E, Production, RDT&E and Production, Advanced	

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	**Field Type**	**Length**	**Description**	**Req.**
			Design, Demonstration Validation, Full Scale Development, etc)	
Security	VARCHAR	50	Security Classification (Competition Sensitive, Unclassified, Confidential, Secret, Top Secret)	
QCON	INT	4	Quantity Contracted (For Production Contracts)	
ShrNum	INT	4	Share Number	
ShrQut	INT	4	Share Quotient	
TrgtPct	NUMERIC	16	Target Fee/Percent	
Factor	INT	4	Factor for costs (100, 1000, 1000000, etc) - Applies to all tables	
CNEGCST	NUMERIC	16	Negotiated Cost	
CAUWCST	NUMERIC	16	Authorized Un-priced Work	
CTGTPRC	NUMERIC	16	Target Price	
CESTPRC	NUMERIC	16	Estimated Price	
CCONCEIL	NUMERIC	16	Contract Ceiling	
CESTCEIL	NUMERIC	16	Estimated Contract Ceiling	
CTGTCST	NUMERIC	16	Original Target Cost	
CNEGCHG	NUMERIC	16	Negotiated Contract Changes	
CCONBGT	NUMERIC	16	Contract Budget Base	
CTOTBGT	NUMERIC	16	Total Allocated Budget	
CESTEACBEST	NUMERIC	16	EAC Best Case Estimate	
CESTEACWRST	NUMERIC	16	EAC Worst Case Estimate	
CESTEACLIKE	NUMERIC	16	EAC Most Likely Estimate	
ConStrDate	DATETIME		Contract Start Date	
EstCmpDate	DATETIME		Estimated Completion Date	
ConDefDate	DATETIME		Contract Definitization Date	
LstDelDate	DATETIME		Last Item Delivery Date	
ConCmpDate	DATETIME		Contract Completion Date	
MR	NUMERIC	16	Original Management Reserve	
MRLRE	NUMERIC	16	Current Management Reserve	
UB	NUMERIC	16	Original Undistributed Budget	
UBLRE	NUMERIC	16	Current Undistributed Budget	

Table 3.6.2

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	**Field Type**	**Length**	**Description**	**Req.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
WBSDesc	VARCHAR	255	WBS Description	
WBSParent	VARCHAR	35	Parent WBS Element - Leave Blank for top level WBS (there should be only one top level WBS)	
WBSLevel	INT	4	Level in WBS Structure	*
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINCBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINCACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINCBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINCACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	**Field Type**	**Length**	**Description**	**Req.**
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPGVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPGBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

Table 3.6.3

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	**Field Type**	**Length**	**Description**	**Req.**
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
OBSDesc	VARCHAR	255	OBS Description	
OBSParent	VARCHAR	50	Parent OBS Element - Leave Blank for top level OBS (there should be only one top level OBS)	
OBSLevel	INT	4	Level in OBS Structure	*
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINCBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINCACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINCBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINCACWP	NUMERIC	16	Quantity Incremental Actual	

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	**Field Type**	**Length**	**Description**	**Req.**
			Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPGVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPGBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
054	11/09/2009	10EM000290	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $59,107,111.70

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Subj to Retent: Y
A. The purpose of this modification is to increase funding in the amount of $56,107,111.70 in accordance with SRNS FINPLAN #4. The total amount of funds obligated under this contract is increased from $2,826,236,789.61 to $2,885,343,901.31.

B. All other terms and conditions of the contract remain unchanged.
FOB: Destination
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/10/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/054	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/01/2008 to 07/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
055	11/13/2009	10EM000331	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

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 date, 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)* Mutual Agreement Between Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

Subj to Retent: Y
Continued on Page 2 & 3. Work Authorizations Rev 4 are also attached.

Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/24/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
056	11/13/2009	10EM000340	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, 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:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
A. The purpose of this modification is to make an administrative change to Modification 054. Block 14, Description of Amendment/Modification, paragraph A, is hereby corrected to show the increase funding amount of $59,107,111.70.

B. All other terms and conditions of the contract remained unchanged.
FOB: Destination
Period of Performance: 08/01/2008 to 07/31/2013

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/13/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
057	11/30/2009	10EM000450	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 11)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $273,695,077.34

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Subj to Retent: Y
A. The purpose of this modification is to provide incremental funding in the amount of $273,695,077.34 in accordance with SRNS FINPLAN #5. The total amount of funds obligated under this contract increased from $2,885,343,901.31 to $3,159,038,978.65.

B. All other terms and conditions of the contract remain unchanged.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/30/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
058	See Block 16C	10EM000570	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, 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:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
The purpose of this modification is to correct modification A026 by removing the following phase "Fund obligated for Recovery Act Projects: from under Block 12 "ACCOUNTING AND APPROPRIATION DATA," continued. Modification A026 is not for Recovery Projects.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	12/08/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
059	See Block 16C	10EM000619	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $135,928,477.64

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y

A. The purpose of this modification is to provide incremental funding in the amount of $135,928,477.64 in accordance with SRNS FINPLAN #6. The total amount of funds obligated under this contract is increased from $3,159,038,978.65 to $3,294,967,456.29.

B. All other terms and conditions remain unchanged.

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	12/11/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
060	See Block 16C	10EM000685	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Subj to Retent: Y
The purpose for this modification is establish the Firm Fixed Fee for FY2009 of 5.36 and provisional Award Fee for FY10, and FY11.
Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	12/17/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
061	See Block 16C	10EM000626	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

Net Decrease: -$11,355.30

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (2000)

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.)*

Subj to Retent: Y

A. The purpose of this modification is to de-obligate funds in the amount of $11,355.30 to be used on another ARRA contract.

B. All other terms and conditions of the contract remain unchanged.

Delivery Location Code: 00902
Savannah River (Loading Dock)
Attn: Charlene Stokes-Geter
DOE Loading Dock, Bldg. 730B
Aiken SC 29802

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	James Lovett

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	12/18/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/061	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
062	See Block 16C	10EM000757	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement Between Both Parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

Subj to Retent: Y

1. Savannah River Nuclear Solutions, LLC, currently has a total of $1,404,721,028.70 in funds obligated for EM ARRA Work under Contract Number DE-AC09-08SR22470. Of the total obligated EM ARRA funds $23,488,000, reported under B&R FD.05.11.00.0, represents DOE project risk contingency for P-Reactor Decommissioning Project, P-Area Ash Basin Remedial Action Project, R-Reator Decommissioning Project, and R-Area Ash Basin Project which are capital asset projects.

2. In accordance with DOE Order 413.3, contingency will be managed by DOE; therefore, none of the $23,488.000 of DOE contingency is authorized or used by the contractor prior to receipt of DOE written approval.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	12/21/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/062	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. When a project risk event occurs requiring the use of DOE contingency, the Contractor is required to submit a baseline change proposal (BCP) to document its impacts and the amount of DOE contingency needed to respond to the realized risk event. The BCP is to be processed and, if approved, DOE will provide written authorization to utilize the specified amount of contingency. No work should proceed without written approval by the DOE Contracting Officer. 4. All other terms and conditions of the contract remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
063	12/30/2009	10EM000795	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

Net Decrease: -$23,488,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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.)*

Subj to Retent: Y

A. The purpose of this modification is to deobligate $23,488,000,00 of Environment Management Recovery Act Funds for the Department of Energy Savannah River Operations Office cost contingency, which is budgeted for the Federal Project Director to address identified risk for P-Reactor Decommissioning Project, P-Area Ash Basin Remedial Action Project, R-Reactor Decommissioning Project, and R-Area Ash Basin Remedial Action Project. This deobligation decreased the total funding amount on this contract from $3,294,956,100.99 to $3,271,468,100.99.

B. This modification also rescinds contract modification 062

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Barbara Y. Ladd	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/30/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/063	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. All other terms and conditions remain unchanged Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
064	01/11/2010	10EM000830	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Increase: $120,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) funds for EERE project ED1908 Industrial Technologies Energy-Intensive Process R&D.

B. Funds in the amount of $120,000.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $3,271,468,100.99 to $3,271,588,100.99.

C. The speciifc work funded by this modification is attached.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 01/14/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/064	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	D. All other terms and conditions remain unchanged. Subj to Retent: Y				
	FOB: Destination				
	Change Item 00005 to read as follows(amount shown is the total amount):				
00005	EERE ARRA Work Obligated Amount: $120,000.00				247,500.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
065	See Block 16C	10EM000882	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC Attn: MARK COGGIN ONE FLUOR DANIEL DRIVE A-3-A ALISO VIEJO CA 926981000	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED (SEE ITEM 13) 01/10/2008
CODE 798861048	FACILITY CODE	

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 telegram 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 telegram or letter, provided each telegram or letter 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)
See Schedule

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

CHECK ONE	
X	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. DEAR 970.5243-1 - Change (DEC 2000)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:
	D. OTHER (Specify type of modification and authority)

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

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

Subj to Retent: Y
This modification is issued to do the following:

A. Add H -62: Implementation of ITER Agreement Annex on Information and Intellectual Property

(1) Contractor agrees to be subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement). Specifically, and without limitation, subject inventions and data produced in the performance of this contract and subcontracts related to the ITER project are subject to the license rights and other obligations provided for in the ITER

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	01/13/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/065	2	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Agreement¿s Annex on Information and Intellectual Property (the Annex) attached as Appendix I of this contract. (2) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use its best efforts to identify Background Intellectual Property (including patents and data) and grant a nonexclusive license in certain Background Intellectual Property to the Parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE. (3) Further, in accordance with Annex, intellectual property generated by Contractor employees who are designated as seconded staff to the ITER organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondment agreement with the ITER Organization. (4) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver, at a minimum, to DOE, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliance with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/065	3	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(5) Contractor shall include the ITER patent and data rights clauses transmitted to the Contractor from the U.S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected to be produced or in subcontracts that contain a requirement for production or delivery of data. B. Add Appendix O, Annex on Information and Intellectual Property of the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project is added to Section J of this contract. (See Attachment to this modification) C. All other terms and conditions of the contract remain unchanged. FOB: Destination				

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

APPENDIX O

ANNEX ON INFORMATION AND INTELLECTUAL PROPERTY UNDER THE AGREEMENT ON THE ESTABLISHMENT OF THE ITER INTERNATIONAL FUSION ENERGY ORGANIZATION FOR THE JOINT IMPLEMENTATION OF THE ITER PROJECT

Annex on Information and Intellectual Property

Article 1

Subject Matter and Definitions

1.1 This Annex covers the dissemination, exchange, use and protection of information and intellectual property pertaining to protectable subject-matter, in the execution of this Agreement. Unless otherwise provided, the terms used in this Annex shall have the same meaning as in this Agreement.

1.2 Information shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in paragraph 1.3 below.

1.3 Intellectual Property shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. For the purposes of this Annex, Intellectual Property may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and

a) have been held in confidence by their owner,

b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents,

c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and

d) are not available to the receiving party without an obligation concerning confidentiality.

1.4 Background Intellectual Property shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of this Agreement, or outside of the scope of this Agreement.

1.5 Generated Intellectual Property shall mean Intellectual Property that is generated or acquired with full ownership by a Member, acting through a Domestic Agency or Entity, or by the ITER Organization or jointly pursuant to and in the course of the performance of this Agreement.

1.6 Improvements shall mean any technological advancement to existing Intellectual Property, including derivative works.

1.7 Entity or Entities shall mean any entity with which a Domestic Agency or the ITER Organization has entered into a contract for the supply of goods or services for the purposes of this Agreement.

Article 2

General Provisions

2.1. Subject to the provisions of this Annex, the Members support the widest possible dissemination of Generated Intellectual Property.

2.2. Each Member shall ensure that the other Members and the ITER Organization can obtain the rights to Intellectual Property allocated in accordance with this Annex. Contracts placed by each Member or the ITER Organization with any Entity shall be consistent with the provisions of this Annex. In particular, appropriate public procurement procedures must be followed by all Members and the ITER Organization in order to ensure compliance with this Annex.

The ITER Organization shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member shall properly identify in a timely manner the Background Intellectual Property of the contracting Entities with a view to obtaining for the ITER Organization and the Members access to this Background Intellectual Property in conformity with this Annex.

Each Member and the ITER Organization shall ensure access for the ITER Organization and the other Members to inventions and other Intellectual Property generated or incorporated in the execution of the contracts provided that inventors' rights are respected, in conformity with this Annex.

2.3 This Annex does not alter or prejudice the allocation of rights between a Member and its nationals. Whether the rights concerning Intellectual Property shall be held by a Member or its nationals shall be determined as between themselves in accordance with their applicable laws and regulations.

2.4 If a Member generates or acquires full ownership of Intellectual Property in the course of the execution of this Agreement, the Member shall notify all other Members and the ITER Organization in a timely manner and provide details of such Intellectual Property.

Article 3

Dissemination of Information and Scientific Publications whether or not Copyrighted

Each Member shall be entitled, for non commercial uses, to translate, reproduce, and publicly distribute Information directly arising from the execution of this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

Article 4

Intellectual Property Generated or Incorporated by a Member, a Domestic Agency or Entity

4.1. Generated Intellectual Property:

4.1.1 If protectable subject matter is generated by a Member, a Domestic Agency or Entity in the course of the execution of this Agreement, the Member, the Domestic Agency or Entity shall be entitled to acquire all rights, title and interest in all countries in and to such intellectual property according to applicable laws and regulations.

4.1.2 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Generated Intellectual Property to other Members and the ITER Organization, with the right of the ITER Organization to sub-license, and the right of the other Members to sub-license within their respective territory, for the purposes of publicly sponsored fusion research and development programmes.

4.1.3 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property in the course of the execution of this Agreement shall make available on an equal and non-discriminatory basis a non-exclusive license to such Generated Intellectual Property to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which such Member licenses such Generated Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.1.4 Any Member, acting through a Domestic Agency or Entity, which has generated Intellectual Property pursuant to this Agreement is encouraged to enter into commercial arrangements with the other Members, Domestic Agencies, Entities and third parties in order to allow use of Generated Intellectual Property in fields other than fusion.

4.1.5. Members, and their Domestic Agencies or Entities, that license or sub-license Generated or Background Intellectual Property pursuant to this Annex, will maintain records of any such licensing, which records will be available to other Members, such as through the ITER Organization.

4.2. Background Intellectual Property:

4.2.1. Background Intellectual Property shall remain the property of the party that owns this intellectual property.

4.2.2. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items provided to the ITER Organization which Background Intellectual Property is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement,

shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty-free license to such Background Intellectual Property to other Members and to the ITER Organization, with the right of the ITER Organization to sub-license and the right of Members to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programmes.

4.2.3. (a) Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item,
- when decided necessary by the Council, in advance of any public procurement, or
- for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that the ITER Organization has an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the ITER facilities.

(b) When confidential information is made available to the ITER Organization, it must be clearly marked so, and transmitted pursuant to an arrangement for confidentiality. The recipient of such information shall use it only for purposes set forth in 4.2.3 (a) and shall preserve its confidentiality to the extent provided in that arrangement. Compensation for damages arising from the misuse of such background confidential information by the ITER Organization shall be paid by the ITER Organization.

4.2.4. Any Member, acting through a Domestic Agency or Entity, which has incorporated background confidential information such as know how or trade secrets into the items provided to the ITER Organization which background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or

- when decided necessary by the Council, in advance of any public procurement,

shall use its best efforts to either grant a commercial license to such background confidential information or supply the same items incorporating the background confidential information to the receiving party by means of private contracts with financial compensation for publicly sponsored fusion research and development programmes of a Member on terms no less favorable than the basis upon which such Member licenses such background confidential information or supplies the same items to third parties within or outside such Member's own territory. As long as such terms have been offered, such license or supply of such item shall not be denied. The license, if granted, may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.5. Any Member, acting through a Domestic Agency or Entity, which has incorporated Background Intellectual Property, including background confidential information, in the execution of this Agreement shall use its best efforts to make sure that the component incorporating the Background Intellectual Property is available on reasonable terms and conditions, or use its best efforts to grant on an equal and non-discriminatory basis a non-exclusive license to the other Members for commercial fusion use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory, on terms no less favorable than the basis upon which such Member licenses such Background Intellectual Property to third parties within or outside such Member's own territory. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

4.2.6. Any Member, acting through a Domestic Agency or Entity, is encouraged to make available for commercial purposes other than those set out in article 4.2.5. to the other Members, any Background Intellectual Property incorporated into the items provided to the ITER Organization which Background Intellectual Property was required:

- to construct, operate, use or integrate technology for research and development in relation to the ITER facilities,
- to maintain or repair the item provided, or
- when decided necessary by the Council, in advance of any public procurement.

Such Background Intellectual Property, if licensed by the owners to the Members, shall be licensed on an equal and non-discriminatory basis.

4.3. Licensing to Third Parties of Non-Members:

Any license on Generated Intellectual Property granted by the Members to third parties of non-Members shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

Article 5

Intellectual Property Generated or Incorporated by the ITER Organization

5.1 Generated Intellectual Property:

5.1.1 Where intellectual property is generated by the ITER Organization, in the course of the execution of this Agreement, it shall be owned by the ITER Organization. The ITER Organization shall develop appropriate procedures for the recording, reporting and protection of the Intellectual Property.

5.1.2 Such intellectual property shall be licensed by the ITER Organization to the Members on an equal, non-discriminatory, irrevocable, non-exclusive, royalty-free basis, with the right of the Members to sub-license within their territory for the purpose of fusion research and development.

5.1.3 Generated Intellectual Property that has been developed or acquired by the ITER Organization in the course of the execution of this Agreement shall be licensed to the Members on an equal, non-discriminatory, non-exclusive basis for commercial use, with the right to sub-license for such use by such Members' own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Generated Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2. Background Intellectual Property:

5.2.1. Provided that it has the pertinent rights, when the ITER Organization incorporates Background Intellectual Property which is required:

- to construct operate, use or integrate technology for research and development in relation to the ITER facilities,
- to create improvements and derivative works,
- to repair and maintain the ITER facilities, or
- when decided necessary by the Council, in advance of any public procurement,

the ITER Organization shall make the necessary arrangements in order to sub-license that Background Intellectual Property on an equal and non-discriminatory basis by an irrevocable, non-exclusive, royalty-free license to the Members, with the right of the Members to sub-license within their respective territory for the purpose of fusion research and development. The ITER Organization shall make its best efforts to acquire the pertinent rights.

5.2.2. For Background Intellectual Property, including background confidential information, incorporated by the ITER Organization in the course of the execution of this Agreement, the ITER Organization shall use its best efforts to make available on an equal and non-discriminatory basis a non-exclusive license to the Members for commercial fusion use, with the right to sub-license for such use by such Members'

own domestic third parties within such Members' own territory on terms no less favorable than the basis upon which the ITER Organization licenses such Background Intellectual Property to third parties. As long as such terms have been offered, such license shall not be denied. The above license may be revoked only in case the licensee does not fulfil its contractual obligations.

5.2.3. The ITER Organization shall use its best efforts to make available to the Members any Background Intellectual Property, including background confidential information, for purposes other than those set out in article 5.2.2. Such Background Intellectual Property, if licensed by the ITER Organization to the Members, shall be licensed on an equal and non-discriminatory basis.

5.3 Licensing to third parties of a non-Member:

Any license granted by the ITER Organization to third parties of a non-Member shall be subject to the rules on licensing to third parties determined by the Council. Such rules shall be determined by unanimous decision of the Council.

Article 6

Intellectual Property Generated by the ITER Organization's Staff and other Researchers

6.1. Intellectual Property generated by directly employed and seconded staff of the ITER Organization shall be owned by the ITER Organization and treated in corresponding employment contracts or regulations consistent with the provisions set out herein.

6.2. Intellectual Property generated by visiting researchers who are participating in the activities of the ITER Organization through an arrangement with the ITER Organization for undertaking specific activities and who are directly involved in general programmes of the ITER Organization exploitation, shall be owned by the ITER Organization unless otherwise agreed by the Council.

6.3. Intellectual Property generated by visiting researchers not involved in general programmes of the ITER Organization exploitation shall be subject to an arrangement with the ITER Organization pursuant to conditions established by the Council.

Article 7

Protection of Intellectual Property

7.1. When a Member acquires or seeks protection for Generated Intellectual Property developed or acquired by that Member, such Member shall notify in a timely manner and provide details of such protection to all other Members and to the ITER Organization. If a Member decides not to exercise its right to seek protection for Generated Intellectual Property in any country or region, it shall notify the ITER Organization in a timely manner of its decision, and the ITER Organization may then seek to obtain such protection either directly or via the Members.

7.2. For Generated Intellectual Property developed or acquired by the ITER Organization, the Council shall adopt, as soon as practicable, appropriate procedures for the reporting, protection and recording of such Intellectual Property for example through the creation of a database to which the Members may have access.

7.3. In the event of a joint creation, the participating Members and/or the ITER Organization shall have the right to seek to obtain in co-ownership Intellectual Property in any State they choose.

7.4. There shall be co-ownership of Intellectual Property when created by two or more Members or by one or more Members together with the ITER Organization and when the features of such intellectual property are not capable of being separated for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right. In such a case the joint creators shall agree among themselves by means of a co-ownership arrangement on the allocation of and the terms of exercising the ownership of the said Intellectual Property.

Article 8

Decommissioning

8.1. For the decommissioning phase after the transfer of the facilities to the Host State, the Host Party shall provide to the other Members all relevant information, whether published or not, generated or used during the decommissioning of the ITER facilities.

8.2. Intellectual Property generated by the Host State during the decommissioning phase shall not be affected by this Annex.

Article 9

Termination and Withdrawal

9.1. The Council shall, as necessary, address any issues relating to the termination of this Agreement or the withdrawal of a Party in so far as they relate to Intellectual Property, that are not fully addressed in this Agreement.

9.2. The Intellectual Property rights conferred and obligations imposed upon the Members and the ITER Organization by the provisions of this Annex, in particular all granted licenses, shall subsist after the termination of this Agreement, or after the withdrawal of a Party.

Article 10

Royalties

Royalties received from the licensing of Intellectual Property by the ITER Organization shall be a resource of the ITER Organization.

Article 11

Settlement of Disputes

Any dispute arising out of or in connection with this Annex shall be settled in accordance with Article 25 of this Agreement.

Article 12

Awards to Inventors

The Council shall determine appropriate terms and conditions for the remuneration of the Staff when such Staff generates Intellectual Property.

Article 13

Liability

When negotiating license arrangements, the ITER Organization and the Members shall, as appropriate, include suitable provisions governing their respective liabilities, rights and obligations arising from the execution of those license arrangements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
066	01/25/2010	10EM000990	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $61,535,885.50

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) funds for EERE project ED1908 Industrial Technologies Energy-Intensive Process R&D.

B. Funds in the amount of $120,000.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $3,271,468,100.99 to $3,271,588,100.99.

C. The speciifc work funded by this modification is attached.

D. All other terms and conditions remain unchanged.
Subj to Retent: Y
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	01/25/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/066	2	2

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
067	See Block 16C	10EM001033	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* Mutual Agreement of the Contracting Parties

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.)*

Subj to Retent: Y
The purpose of this modification is to administratively correct item 14 of contract modification 066. Item 14, Description of Amendment/Modification of modification 066 is replaced with the following:

A. The purpose of this modification is to provide incremental funding to CLIN 00001. Funds in the amount of $61,535,885.50 are hereby obligated to CLIN 00001, increasing the total funds obligated to CLIN 00001 from $2,262,553,453.46 to $2,324,089,338.96.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	02/23/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/067	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	increase the total amount of funds obligated to the contract by $61,535,885.50 from $3,271,588,100.99 to $3,333,123,986.49. C. The contract estimated value remains unchanged. D. In addition, Contract Clause H-32 Privacy Act Systems of Records (SOR), is hereby revise to change and add the following systems of records: Change DOE-10 Worker Advocacy Records to DOE-10 Energy Employees Occupational Illness and DOE-50 Personnel Assurance Program (PAP) (DOE or Contractor employees or individuals under the SRS Plant PAP.) Records of medical examination results and PAP-related training records, to DOE-50 Human Reliability Program Records. Add the following systems of records, DOE-18 Financial Accounting System, DOE-28 General Training Records, DOE-34 Employee Assistance Program DOE-44 Special Access Authorization for Categories of Classified Information, DOE-46 Administrative Review Files, DOE-63 Personal Identity Verification E. All other terms and conditions of the contract remain unchanged				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
068	See Block 16C	10EM001058	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* Mutual Agreement

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.)*

Subj to Retent: Y

A. The purpose of this modification is to incorporate a revised Contract Performance Evaluation and Measurement Plan (PEMP) and the Performance Based Incentives (PBIs) into this contract.

(See Attached PEMP)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 02/25/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
069	02/02/2010	10EM000834	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Increase: $1,005,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) EERE funding to SRNS Project EB2103000.

B. Funds in the amount of $1,005,000.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $3,333,123,986.49 to $3,334,128,986.49.

C. The speciifc work funded by this modification is attached.

D. All other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 02/04/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/069	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subj to Retent: Y FOB: Destination Change Item 00005 to read as follows(amount shown is the total amount):				
00005	EERE ARRA Work Obligated Amount: $1,005,000.00				1,252,500.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
070	See Block 16C	10EM001182	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
The purpose of this Contract modification is to confirm the following modifications provided funding on Contract DE-AC09-08SR22470:

Modifications 13, 18, 20, 23, 24, 26, 29, and 60

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	02/18/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
071	02/19/2010	10EM001020	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Increase: $100,000.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) for EERE project ED1908000.

B. Funds in the amount of $100,000.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $3,334,128,986.49 to $3,334,228,986.49.

C. The speciifc work funded by this modification is attached.

D. All other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	02/19/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/071	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subj to Retent: Y FOB: Destination Change Item 00005 to read as follows(amount shown is the total amount):				
00005	EERE ARRA Work Obligated Amount: $100,000.00				1,352,500.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
072	See Block 16C	10EM001204	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS ARRA 2002152

Net Decrease: -$1,230,400.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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.)*

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y

A. The purpose of this modification is to deobligate American Recovery and Reinvestment Act of Pub. L. 1115 (Recovery Act) EM funding to SRNS Project ID 2002152 under CLIN 00003. Funds in the amount of $-1,230,400.00 are hereby deoblighted from CLIN 00003 for cost contingency, decreasing the total funds oblighted to CLIN 00003 from $993,683,028.70 to $992,452,628.70.

B. As aresult of this modification, Part I - The Schedule, Section B, Supplies or services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to decrese

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	02/22/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/072	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the total amount of funds obligated to the contract by $-1,230,400.00 from $3,334,228,985.49 to $3,332,998,586.49. C. The contract estimated value, and all other terms and conditions of the contracts remain unchanged. D. All othe terms and conditions of the contract Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802 FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
073	See Block 16C	10EM001361	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $3,748,503.91

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y

A. The purpose of this modification is to provide incremental funding to CLIN 00001. Funds in the amount of $3,748,503.91 are hereby obligated to CLIN 00001, increasing the total funds obligated to CLIN 00001 from $2,324,089,338.96 to $2,327,837,842.87.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract by $3,748,503.91 from $3,332,998,586.49 to $3,336,747,090,.40.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	02/25/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/073	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
074	See Block 16C	TAS::89 0251::TAS	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC Attn: MARK COGGIN ONE FLUOR DANIEL DRIVE A-3-A ALISO VIEJO CA 926981000	(x)	9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED *(SEE ITEM 13)* 01/10/2008

CODE	798861048	FACILITY CODE	

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $82,966,696.37

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y

A. The purpose of this modification is to provide incremental funding to CLIN 00001. Funds in the amount of $82,966,696.37 are hereby obligated to CLIN 00001, increasing the total funds obligated to CLIN 00001 from $2,327,837,842.87 to $2,410,804,539.24.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract by $82,966,696.37 from $3,336,747,090.40 to $3,419,713,786.77.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	03/25/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/074	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
075	See Block 16C	10EM001945	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*

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 date, 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)* DEAR 952.204-2 Security (JuN 2009)

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.)*

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y
A. The purpose of this modification is to replace Contract Clause I.26 DEAR 952.204-2 Security Requirement (May 2002) with the revised Clause DEAR 952.204-2 Security (JUN 2009). See the attached Clause to this modification.

B. The contract estimated value and all other terms and conditions remain unchanged.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	04/20/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
076	See Block 16C	10EM001986	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $15,451,022.43

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
Subj to Retent: Y

A. The purpose of this modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 17. Funds in the amount of $15,451,022.43 are hereby obligated to CLIN 00001, increasing the total funds obligated to CLIN 00001 from $2,410,804,539.24 to $2,426,255,561.67.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract by $15,451,022.43 from

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	04/20/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/076	2	2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$3,419,713,786.77 to $3,435,164,809.20. C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
077	05/13/2010	10EM002170	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Decrease: -$221,343,383.02

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
The purpose of this modification is to deobligate -$221,343,383.02 from SRNS to support the reprioritization of ARRA projects.
Delivery Location Code: 00902
Savannah River (Loading Dock)
Attn: Charlene Stokes-Geter
DOE Loading Dock, Bldg. 730B
Aiken SC 29802

FOB: Destination
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	05/13/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/077	2	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 00003 to read as follows(amount shown is the total amount): TAS::89 0253::TAS Recovery RECOVERY-ARRA Special Handling: Not Applicable				
00003	ARRA Management support services Line item value is:$1,018,582,384.00 Incrementally Funded Amount: $771,109,245.68 Amount: $1,018,582,384.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: -$75,333,647.18 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: -$82,714,786.09 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: Continued ...				1,018,582,384.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC09-08SR22470/077	3	3

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0000000 Funded: -$60,435,224.28 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: -$2,859,725.47 Amount: $0.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00 Amount: $0.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00 Amount: $0.00 Accounting Info: TAS::89 0253::TAS Recovery Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00 Amount: $0.00 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0253 Funded: $0.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED *(SEE ITEM 11)*
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED *(SEE ITEM 13)*
CODE	FACILITY CODE		

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 telegram 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 telegram or letter, provided each telegram or letter 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)*

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 date, 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:
	D. OTHER *(Specify type of modification and authority)*

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

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

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
079	See Block 16C	10EM002140	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* Mutual agreement of the parties per Contract Modification 024

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
Tax ID Number: 26-0240191
DUNS Number: 798861048

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	05/19/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
080	See Block 16C	10EM002188	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Increase: $1,389,500.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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

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

A. The purpose of this modification is to obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) EERE funding to SRNS Project 2004580, EB2501030, Wind Turbine Drivetrain R&D Testing.

B. Funds in the amount of $1,389,500.00 are hereby obligated to this contract, increasing the total amount of funds obligated from $3,213,821,426.18 to $3,215,210,926.18.

C. The speciifc work funded by this modification is attached.

D. All other terms and conditions remain unchanged.
FOB: Destination
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	05/24/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 00005 to read as follows(amount shown is the total amount):				
00005	EERE ARRA Work Obligated Amount: $1,389,500.00				2,742,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
081	See Block 16C	10EM002334	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
	10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $57,646,366.36

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
A. The purpose of this modification is to administrative correct modification 077 (Paragraph B and C below) and provide incremental funding Paragraph D and F below).

B. Modification 077 is hereby revised to added paragraph A and B. Paragraph A is added to state " The purpose of this modification is to deobligate American Recovery and Reinvestment Act of Pub. L. 1115 (Recovery Act) EM funding to SRNS under CLIN 00003. Funds in the amount of $-221,343,383.02 are hereby deoblighted from CLIN 00003 to support reporioritization of recovery projects, decreasing the total funds obligated to CLIN 00003 from $992,452,628.70 to $771,109,245.68"
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	05/28/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. Paragraph B is added to state "As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to decrease the total amount of funds obligated to the contract by $221,343,383.02 from $3,435,164,809.20 to $3,213,821,426.18. D. This modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 22. Funds in the amount of $57,646,366,.36 are hereby obligated to CLIN 00001, increasing the total funds obligate to CLIN 00001 from $2,426,255,561.67 to $2,483,901,928.03. E. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract by $57,646,366.36 from $3,215,210,926.18 to $3,272,857,292.54. F. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
082	See Block 16C	10EM002396	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* Contract Section H Clause H-28 Performance Based Incentives

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
The Purpose of this modification is to incorporate the attached revised Contract Performance Evaluation and Measurement Plan (PEMP) and Performance Based Incentives (PBIs) into this contract. (See attached PEMP)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	06/08/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
083	See Block 16C	10EM002581	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $25,552,649.08

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 date, 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)* DEAR 970.5232-4 Obligateion of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 23. Funds in the amount of $25,552,649.08 are hereby obligated to CLIN 00001, increasing the total funds obligated to CLIN 00001 from $2,483,901,928.03 to $2,509,454,577.11.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/ Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract by $3,272,857,292.54 to $3,298,409,941.62.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 06/21/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
084	07/13/2010		

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE
00901		00901	

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981009

CODE 796861048 FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO
DE-AC09-08SR22470

10B DATED (SEE ITEM 13)
01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)
See Schedule

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 date, 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:
	D. OTHER (Specify type of modification and authority)
X	DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor is not x 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 establish the Firm Fixed Fee for October 1, 2009 through July 31, 2010 as $19,409,469 for all Recovery Act work performed during this period.

Please see page two for fee table.

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
JOHN W. TEMPLE DIRECTOR CONTRACTS ADMIN & SUBCONTRACT MGT	James Lovett

15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
John W Temple (Signature of person authorized to sign)	7/13/2010	(Signature of Contracting Officer)	07/13/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

2. The below Table definitizes the ARRA Firm Fixed Fee for 2009 and 2010.

ARRA Fee Table

Fiscal Year (FY)	Firm Fixed Fee
FY 2009	$12,771,272
FY 2010 (10/1/09-7/31/10)	$19,305,469

3. Once the PEMP is definitized, (covers the period from August 1, 2010 through September 30, 2011) the fee will be paid from the remaining fee pool. The remaining fee pool will be established after reapportionment is approved.

4. Contractor has provided a list of deliverables/accomplishments to the contracting officer for establishment of the FY2010 Firm Fixed Fee. (identified above)

5. This modification replaces Mod 060 in its entirety.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
085	See Block 16C	10EM002834	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED *(SEE ITEM 11)*

x **10A. MODIFICATION OF CONTRACT/ORDER NO.** DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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 date, 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)* DEAR 970.5243-1 Changes (DEC 20000)

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048
The purpose of this modification is to revise Section J, Appendix D Key Personnel and identify the H clause added to Section H- Special Contract Requirements with contract modification 053.

1. PART III - SECTION J, Appendix D, Key Personnel, is replaced in its entirety with a new attached PART III - SECTION J, Appendix D.

2. Section H Clause H-61 Project Control is the correct numbered clause added under contract modification 053.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	07/14/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Attachment: SECTION J, Appendix D				

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

SECTION J – LIST OF ATTACHMENTS

APPENDIX D

KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

Name	Title
Flowers, Garry	President
Dohse, Fred	Executive Vice President and Chief Operating Officers
Deason, Paul T.	Acting SRNL Director
Chiou, JD	Director, Closure Projects & Waste Management
Eyler, David E.	Vice President, Nuclear Materials Operations
Fagan, Jon	Chief Engineer & Nuclear Safety Officer
Gentile, Chris	VP, Tritium Operations
Curtis, Jennifer	General Counsel
Hanna, Jim	Director, Human Resources
Umek, Anthony	Director, ESH&Q
Bilson, Helen E.	Director, Business Services

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
086	See Block 16C	10EM002194	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0331::TAS Recovery

Net Decrease: -$47,500.00

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 date, 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)* DEAR 970.5243-1 Changes (DEC 20000)

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

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

A. The purpose of this modification is to de-obligate American Recovery and Reinvestment Act of 2009 Pub. L. 1115 (Recovery Act) funds currently obligated under CLIN 00005 for EERE.

B. Funds in the amount of $47,500.00 are hereby de-obligated from CLIN 00005.

C. The specific work modified by this modification is attached.

D. All other terms and conditions of this task order remain unchanged.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	07/19/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
087	07/27/2010	10EM002983	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $76,208,524.90

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 27. Funds in the amount of $76,208,524.90 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,509,454,577.11 to $2,585,663,102.01.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,298,362,441.62 to $3,374,570,966.52.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	07/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
088	07/27/2010	10EM002983	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $774,120.00

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-DHS in accordance with SRNS FINPLAN 27. Funds in the amount of $774,120.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,585,663,102.01 to $2,586,437,222.01.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,374,570,966.52 to $3,375,345,086.52.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	07/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
089	07/27/2010	10EM002983	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $299,743.87

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-Defense in accordance with SRNS FINPLAN 27. Funds in the amount of $299,743.87 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,586,437,222.01 to $2,586,736,965.88.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,375,345,086.52 to $3,375,644,830.39.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Angela S. Morton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	07/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
090	See Block 16C	10EM003123	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC Attn: MARK COGGIN ONE FLUOR DANIEL DRIVE A-3-A ALISO VIEJO CA 926981000	(X)	9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED *(SEE ITEM 13)* 01/10/2008

CODE	798861048	FACILITY CODE	

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $231,573,031.87

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 date, 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)* DEAR 970.5232-4 Obligation of Funds (DEC 2000), Section H-54 Work Authorization System

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.)*

Tax ID Number: 26-0240191
DUNS Number: 798861048
Continued on Page 2.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	08/05/2010

A. The purpose of this modification is to adjust the American Recovery & Reinvestment Act (ARRA) Funding Authorizations as follows:

(1) decreases the obligation authority for P&R, D&M, Other Sitewide Areas
(2) and increases the Cost Authority for TRU and Solid Waste
(3) issue revised Work Authorizations (Rev 6)
(4) and revise the Statement of Work for the purpose of accelerating completion of Environmental Management (EM) Closure Activities specified in Section C-3.1(a) Soil and Water Remediation, C-3.1(b) Deactivation and Decommission, C-3.1(c) Solid Waste and C-3.1(d) Nuclear Materials Management of the contract. (Please see attached Funding Authorizations dated 8/3/10).

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued

Funding Authorization for Recovery Act Projects:

B & R CODE	YEAR	Obligation Authority	DOLLAR
FD.05.11.00.0	2010	-$60,685,000	$ - 0-
FD.05.12.00.0	2010	-$80,450,000	$ -0-
FD.05.13.00.0	2010	-$55,801,000	$ -0-
FD.05.30.00.0	2010	+196,936,000	+$147,700,000

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

B. Accordingly, pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $212,405,295 are hereby obligated for the EM Closure Activities and Contract Clause B-4 entitled "Obligation of Funds," is revised to show that the total amount of ARRA funds obligated are $1,371,064,541.

C. The specific work funded under this modification is attached under Work Authorizations (Rev 6).

D. Savannah River Nuclear Solutions shall not exceed Cost Ceilings of the obligated funding without prior written approval of the Contracting Officer.

E. The contractor shall complete all work funded by this modification as follows: P&R: 9/30/12 – D&M: 9/30/11 – Other Sitewide Areas: 9/30/11 – TRU Waste: 12/31/12.

F. Total Available Fee pool is $55,761,181. Fee will be earned based on the completion of the deliverables as outlined in the definitized PEMP.

G. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
091	See Block 16C	10EM003125	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
TAS::89 0253::TAS Recovery

Net Increase: $5,745,735.00

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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DEAR 970.5232-4 Obligation of Funds (DEC 2000)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 0 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 obligate funds in the amount of $5,745,735.00 to SRNS for performance of work under project D (Tru and Solid Waste).
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/03/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
092	See Block 16C	10EM003186	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED (SEE ITEM 13) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)
TAS::89 0253::TAS Recovery

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 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 incorporate the ARRA Performance Evaluation Measurement Plan (PEMP) into the contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	08/11/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

U.S. DEPARTMENT OF ENERGY | Savannah River Site

AMERICAN RECOVERY AND REINVESTMENT ACT

SAVANNAH RIVER RECOVERY ACT PROGRAM

Performance Evaluation Measurement Plan

Savannah River Nuclear Solutions, LLC
Contract No. DE-AC09-08SR22470

Performance Period:
August 1, 2010 through December 31, 2012

American Recovery and Reinvestment Act of 2009

U.S. Department of Energy
Savannah River Operations Office
Post Office Box A
Aiken, South Carolina 29802

Contact DOE-SR Office of External Affairs at 803-952-7697, visit www.srs.gov, or call the SRS ARRA Hotline at 1-866-GO-RECOVER (1-866-467-3268) for more information.

This information is not approved for release to the public or a foreign national; further distribution is prohibited without written approval from the Technical Information Officer of Savannah River Operations Office, U.S. Department of Energy.

Program Document No. SR-ARRA-10-0039
Revision: 0
Date: August 1, 2010

Approvals for Performance Evaluation Measurement Plan

Savannah River Nuclear Solutions, LLC

Contract No. DE-AC09-08SR22470

Performance Period: August 1, 2010 through December 31, 2012

Approval:

D. Elaine Nix, Contracting Officer — Date: 8/6/10
Savannah River Operations Office
U.S. Department of Energy

Concurrence:

T. Zack Smith, Contracting Officer Representative — Date: 8/03/10
Savannah River Operations Office
U.S. Department of Energy

Concurrence:

Rodrigo V. Rimando, Jr., Contracting Officer Representative — Date: 8/3/2010
Savannah River Operations Office
U.S. Department of Energy

Concurrence:

John W. Temple, Director — Date: 8/5/10
Contracts
Savannah River Nuclear Solutions, LLC

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Change Synopsis

Revision	Effective Date	Affected Pages	Summary of Change
0	August 1, 2010	All	Initial issue.

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List of Acronyms

AgCl	Silver Chloride
AM	[DOE-SR] Assistant Manager
ARRA	American Recovery and Reinvestment Act of 2009
BCP	Baseline Change Proposal
BOE	Basis of Estimate
CBFO	Carlsbad Field Office
CCB	Configuration Control Board
CCP	Central Characterization Project
CERCLA	*Comprehensive Environmental Response, Compensation and Liability Act of 1980*
CH	contact-handled [TRU]
CMP	Contractor Management Plan
CPAF	Cost Plus Award Fee [contract]
CY	calendar year
D&D	deactivation and decommissioning
DAOU	D Area Operable Unit
DEAR	Department of Energy Acquisition Regulations
DOE	[U.S.] Department of Energy
DPFR	Decommissioning Project Final Report
DSA	Documented Safety Analysis
EA	Expert Analysis
ECODS	Early Construction and Operations Disposal Site
EM	Office of Environmental Management
EMAAB	Environmental Management Acquisition Advisory Board
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulations
FDO	Fee Determining Official
FFA	Federal Facility Agreement
FIS	Fee Invoicing System
FPD	Federal Project Director
FY	Fiscal Year
GFS/I	Government Furnished Services & Items
HGS	Head Gas Space
HW	hazardous waste
HWCTR	Heavy Water Components Test Reactor
IMP	Interface Management Plan
IPABS	Integrated Planning, Accountability, and Budgeting System
IPABS-IS	IPABS-Information System
IPAM	Integrated Performance Assurance Manual
IPT	Integrated Project Team
ISMS	Integrated Safety Management System
LC	Large Container
LLW	low-level radioactive waste
M&O	Management and Operating [Contractor]

List of Acronyms

MAOU	M Area Operable Unit
MLLW	mixed hazardous low-level radioactive waste
NDA	Non-Destructive Assay
NDE	Non-Destructive Examination
NNSA	National Nuclear Security Administration
NTS	Nevada Test Site
OSA	Onsite Safety Assessment
PAOU	P Area Operable Unit
PBS	Project Baseline Summary
PBI	Performance Based Incentive
PEMP	Performance Evaluation Measurement Plan
PFA	Performance Fee Agreement
POP	Project Operating Plan
RAOU	R Area Operable Unit
RCRA	*Resource Conservation and Recovery Act of 1976*
RH	remote-handled [TRU]
RMP	Risk Management Plan
SCDHEC	South Carolina Department of Health and Environmental Control
SLB	Standard Large Box
SME	Subject Matter Expert
SOW	Statement of Work
SRM	[DOE] Savannah River Manual
SRS	Savannah River Site
SRNS	Savannah River Nuclear Solutions, LLC
SWB	Standard Waste Box
TDOP	Ten Drum Overpack Containers
TSCA	*Toxic Substances Control Act of 1976*
TRU	transuranic waste
USEPA	U.S. Environmental Protection Agency
USFS	U.S. Forestry Service
WBS	Work Breakdown Structure
WIPP	Waste Isolation Pilot Plant

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1.0 PURPOSE AND INTRODUCTION

This document serves as the Performance Evaluation Measurement Plan (PEMP) for Savannah River Nuclear Solutions, LLC (SRNS) as work is performed under Contract No. DE-AC09-08SR22470 and funded by the *American Recovery and Reinvestment Act of 2009* (ARRA; henceforth referred as Recovery Act). U.S. Department of Energy (DOE) Office of Environmental Management (EM) chartered the Savannah River Recovery Act Program (SRRAP) to execute Recovery Act funds by performing EM mission activities at the Savannah River Site (SRS) in Aiken, South Carolina.

The SRS is government-owned and contractor-operated. At SRS, the DOE utilizes management and operating (M&O) contracts to provide landlord services and perform Departmental mission activities. These contracts are subject to the appropriate provisions of *Code of Federal Regulations* (CFR), Title 48, "Federal Acquisition Regulations System," Chapter 1, "Federal Acquisition Regulation (FAR)," and in CFR, Title 48, Chapter 9, "Department of Energy Acquisition Regulations (DEAR)," and Subchapter I, Agency Supplementary Regulations, Part 970, "DOE Management and Operating Contracts."

SRNS is the M&O Contractor at the SRS. The SRNS Contract is a cost-reimbursable contract with performance-based award fee or, as commonly referred to as cost, plus award fee (CPAF).

Development of a PEMP is identified in Section H-28, "Performance Based Incentives," of the SRNS Contract; a separate Recovery Act PEMP is referenced in Contract Modification A024, awarded on April 8, 2009.

This document addresses development of Performance Fee Agreements (PFA) between DOE-SR and SRNS. This includes administration of performance measures, including Performance-Based Incentives (PBI), and award fee defined in the Contract. The performance incentives that EM established under the Contract are contained in this PEMP as are provisions regarding establishment of the award fee pool and payment of incentives awards.

To ensure compliance with intent of the Recovery Act, guidelines were reviewed and incorporated as applicable. Guidance such as the "Supplement Guidance to CFO/MA Memorandum of March 3, 2009" and the "Guidance for Modifications" were reviewed.

The total scope of this PEMP is based on the total obligation of Recovery Act funding to SRNS of approximately $1,395,978,011 to execute SRRAP scope during the period of performance from April 8, 2009 through December 31, 2012. For work performed during the period from April 8, 2009 through July 31, 2010, a fixed fee structure was utilized. The PFAs described in this PEMP provide incentives for work performed from August 1, 2010 through December 31, 2012.

2.0 RECOVERY ACT PEMP PROCESS

2.1 Background

The Recovery Act is an unprecedented effort to jumpstart the United States economy, create and retain millions of jobs, and put a down payment on addressing long-neglected challenges to allow the country to thrive in the 21st century. The Recovery Act, which was passed by the 111th Congress on February 13, 2009 and signed into law by the President on February 17, is an extraordinary response to a crisis unlike any since the Great Depression, and includes measures to modernize the nation's infrastructure, enhance energy independence, expand educational opportunities, preserve and improve affordable health care, provide tax relief, and protect those in greatest need. The purposes of the Recovery Act are the following:

- To preserve and create jobs and promote economic recovery;
- To assist those most impacted by the recession;
- To provide investments needed to increase economic efficiency by spurring technological advances in science and health;
- To invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and
- To stabilize state and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

Office of Environmental Management identified several opportunities to significantly reduce its cleanup program lifecycle costs by making upfront investments on its core mission activities as described in *Report to Congress: Status of Environmental Management Initiatives to Accelerate the Reduction of Environmental Risks and Challenges Posed by the Legacy of the Cold War* (January 2009). These upfront investments include:

- Near-Term Completion – Accelerating the completion of mission activities at EM's smaller sites and at DOE's national laboratories thereby reducing EM's remaining work to the larger sites;
- Footprint Reduction – Accelerating the completion of environmental (soil and groundwater) remediation and facility deactivation and decommissioning (D&D) at the larger sites thereby reducing EM's remaining work to the areas of the site where long-term mission activities still need to be completed; and
- Solid Radioactive Waste Disposal – Accelerating the disposal of transuranic waste and low-level radioactive waste in an effort to maximize the use of readily available disposal facilities and capabilities.

Congress and the President have afforded EM the opportunity to execute these initiatives and realize a return on investment by providing funds through the Recovery Act. Title IV—Energy and Water Development, Department of Energy, Energy Programs of the Recovery Act provides a total of $6,000,000,000 in the following appropriations:

- $483,000,000 for Non-Defense Environmental Cleanup,
- $390,000,000 for Uranium Enrichment Decontamination and Decommissioning Fund, of which $70,000,000 shall be available in accordance with Title X, Subtitle A of the *Energy Policy Act of 1992*, and
- $5,127,000,000 for Defense Environmental Cleanup.

At the SRS, an investment of $1,615,400,000 in the Defense Environmental Cleanup appropriation was made to achieve the objectives of the Recovery Act while executing the EM strategic initiatives. These funds are in addition to those received through the annual appropriations of the *Energy and Water Development Appropriation Act* for EM's base program.

The SRRAP was initially divided into four SRS Recovery Act "projects" with four corresponding Budget Authorities. The DOE financial source data for each of the four "projects" are provided in the tables below. These tables do not reflect obligations to the SRNS contract.

Table 1. DOE Financial Source Data for P & R Recovery Act Project

Recovery Act Project:	Savannah River Site D&D P & R Recovery Act Project
TAFS:	89-09/10-0253
Project Identification Code:	2002150
Recovery Act Bill Reference:	PL 111-5, Title IV – Energy and Water Development, Defense Environmental Cleanup (H.R. 1-26)
Project Cost:	$579,000,000
Budget Authority:	06049, FD.05.11.00.0 - $579,000,000
Program Office:	Environmental Management (EM)
Recovery Program Plan:	EM – Defense
Completion Date:	September 30, 2011

Table 2. DOE Financial Source Data for M & D Recovery Act Project

Recovery Act Project:	Savannah River Site D&D M & D Recovery Act Project
TAFS:	89-09/10-0253
Project Identification Code:	2002151
Recovery Act Bill Reference:	PL 111-5, Title IV – Energy and Water Development, Defense Environmental Cleanup (H.R. 1-26)
Project Cost:	$130,000,000
Budget Authority:	06049, FD.05.12.00.0 - $130,000,000
Program Office:	Environmental Management (EM)
Recovery Program Plan:	EM – Defense
Completion Date:	September 30, 2011

Table 3. DOE Financial Source Data for D&D, Soil & Groundwater Activities

Recovery Act Project:	Savannah River Site D&D, Soil & Groundwater Activities
TAFS:	89-09/10-0253
Project Identification Code:	2002152
Recovery Act Bill Reference:	PL 111-5, Title IV – Energy and Water Development, Defense Environmental Cleanup (H.R. 1-26)
Project Cost:	$365,400,000
Budget Authority:	06049, FD.05.13.00.0 - $365,400,000
Program Office:	Environmental Management (EM)
Recovery Program Plan:	EM – Defense
Completion Date:	September 30, 2011

Table 4. DOE Financial Source Data for TRU & Solid Waste Recovery Act Project

Recovery Act Project:	Savannah River Site TRU & Solid Waste Recovery Act Project
TAFS:	89-09/10-0253
Project Identification Code:	2002153
Recovery Act Bill Reference:	PL 111-5, Title IV – Energy and Water Development, Defense Environmental Cleanup (H.R. 1-26)
Project Cost:	$541,000,000
Budget Authority:	06049, FD.05.30.00.0 - $541,000,000
Program Office:	Environmental Management (EM)
Recovery Program Plan:	EM – Defense
Completion Date:	September 30, 2011

2.2 Final Obligation of Recovery Act Funds to SRNS

In July 2010, the U.S. Office of Management and Budget (OMB) approved the DOE's request to reapportion Recovery Act funds based on the technical scope, performance milestones and measures, funding levels, and cost profile described in the Project Operating Plan (POP) (June 18, 2010) for each of the four Recovery Act Projects. Contract Modification 90 and Modification 91 were issued in August 2010 to obligate funds accordingly. The tables below reflect the SRNS obligations, and serve as the basis, in part, for determining the award fee pool.

Table 5. Financial Source Data for P & R RA Project to Support SRNS Contract Mod. 90

Recovery Act Project:	Savannah River Site D&D P & R Recovery Act Project
TAFS:	89-09/10-0253
Project Identification Code:	2002150
SRNS Cost (Obligation):	**$416,680,408**
Revised Budget Authority:	06049, FD.05.11.00.0 - $417,715,000
Revised Completion Date:	September 30, 2012
SRNS PEMP Period of Performance:	**August 1, 2010 through September 30, 2012**

Table 6. Financial Source Data for M & D RA Project to Support Contract Mod. 90

Recovery Act Project:	Savannah River Site D&D M & D Recovery Act Project
TAFS:	89-09/10-0253
Project Identification Code:	2002151
SRNS Cost (Obligation):	**$23,530,070**
Revised Budget Authority:	06049, FD.05.12.00.0 - $23,550,000
Completion Date:	September 30, 2011
SRNS PEMP Period of Performance:	**August 1, 2010 through September 30, 2011**

Table 7. Financial Source Data for D&D, Soil & Groundwater Activities RA Project to Support Contract Mod. 90

Recovery Act Project:	Savannah River Site D&D, Soil & Groundwater Activities
TAFS:	89-09/10-0253
Project Identification Code:	2002152
SRNS Cost (Obligation):	**$235,729,430**
Revised Budget Authority:	06049, FD.05.13.00.0 - $236,199,000
Completion Date:	September 30, 2011
SRNS PEMP Period of Performance:	**August 1, 2010 through September 30, 2011**

Table 8. Financial Source Data for TRU & SW RA Project to Support Contract Mod. 90 and 91

Recovery Act Project:	Savannah River Site TRU & Solid Waste Recovery Act Project
TAFS:	89-09/10-0253
Project Identification Code:	2002153
SRNS Cost (Obligation):	**$720,038,103**
Revised Budget Authority:	06049, FD.05.30.00.0 - $737,936,000
Revised Completion Date:	December 31, 2012
SRNS PEMP Period of Performance:	**August 1, 2010 through December 31, 2012**

2.3 Performance Document Hierarchy

This Recovery Act PEMP is subordinate to the prime contract. Therefore, where matters of interpretation are concerned the original contract supersedes the Recovery Act PEMP and represents the final decision. Any matters of interpretation are to be identified to the CO for resolution.

2.4 Performance Planning

This Recovery Act PEMP was developed with federal and contractor staff input. Both federal and contractor parties strive to reach mutual agreement on expected business, operational and technical performance and work together to develop incentives and award fee descriptions and associated measures tied to key end products, DOE strategic goals and objectives. Incentives and fee demonstrate direct flow down of DOE strategic goals and priorities.

The CO reserves the unilateral right to make final decisions on all performance objectives and incentives (including the associated measures and targets) used to evaluate contractor performance, including any modifications. Only the CO can change the Recovery Act PEMP. No changes will occur to the Recovery Act PEMP in the last 60 days of the evaluation period, unless with bilateral agreement between the DOE-SR and SRNS.

The CO may mutually negotiate with the contractor additional available fee for additional work not covered by the available budget. The funds for such work and the associated available fee is funded through the contractor's efficiencies in accomplishing the otherwise funded work. The additional work must be performed in a safe manner meeting all necessary requirements; and the performance of the additional work cannot affect the safe, proper performance of the otherwise funded work. Any additional work will be authorized in accordance with provision in the contract Section H entitled, *Work Authorization System* and is considered Super Stretch scope. This additional work falls under the management of DOE Order 412.1A, *Work Authorization System.*

A Super Stretch Incentive is defined as a performance-based incentive designed to motivate the contractor to accomplish unbudgeted work through cost efficiencies and/or savings realized during execution of an existing performance measurement baseline and/or contract work authorization document. Work that is associated with a Super Stretch incentive may be initiated under a pre-approved (through the formal change control process) baseline planning package and then executed and completed under a work package. Because Super Stretch-incentivized work and the associated award fee pool are unbudgeted and unfunded, the contractor must provide objective evidence that cost efficiencies/savings are realized or that cost efficiencies/savings are forecasted at a high degree of certainty. In some cases, initiation of a Super Stretch-incentivized planning package may result in an over-target baseline condition. The contractor is expected to exercise diligence and discretion to ensure work is completed and objectives are achieved under the existing approved performance baseline while planning and executing Super Stretch-incentivized work. Because a Super Stretch Incentive is focused on delivery of an end product, measures and metrics must be objective.

2.5 Completion Criteria and Validation Documentation

Savannah River Recovery Act Program federal and contractor management developed performance criteria to complete work authorization outputs. The criterion considers fee allocation based on assumption of liability per FAR Subpart 950.71, "General Contract Authority Indemnity," and project risk assumptions, including Government Furnished Services/Items (GFS/I). Assumptions and GFS/I are identified in Work Breakdown Structure (WBS) Basis of Estimate (BOE), and are communicated to the DOE through the contract performance baseline (CPB). In addition, a list of GFS/I is identified for each PFA in this PEMP.

Completion criteria are identified within the PFAs to ensure DOE and the contractor agree what constitutes completion of the performance. This documentation can take many forms such as a shipping manifest, completion of a walk-down, a report, etc. It is important that actual means of verification is agreed to and documented during the PFA development.

NOTE: Performance language should reflect sensitivities relative to site activities and facilities, and operational security, according to DOE Order 470.4A, *Safeguards and Security Program.*

2.6 Performance Fee Agreement

A PFA is the agreement between DOE-SR and SRNS that identifies specific performance criteria for executing SRRAP objectives as well as EM mission objectives and contains criteria for evaluating performance completion. The PFAs identify the PBIs and associated contractor outputs that achieve the PBI. The PFAs include:

- Correlation to SRRAP reporting structure and the financial accounts
- Performance period and allocated fee
- Federal and contractor points of contact, review and approval
- Performance outcome
- Contract output (from contract statement of work)
- Output requirement (from contract listing of directives and standards)
- Completion criteria, including specific criteria to demonstrate completion
- Evaluation criteria
- Scope, Schedule, Cost
- GSF/I

The agreements represent formal and binding performance fee expectations on the part of DOE and SRNS and identify the fee allocation amount for each performance component.

The Integrated Project Team (IPT) may determine early fee payment is an appropriate incentive for work completed ahead of schedule, provided all other requirements for completing work are satisfied, and necessary change/configuration controls and risks have been addressed.

2.7 Performance Fee Agreement for ARRA Scope

The fee pool for Recovery Act scope is commensurate with the fee pool percentage SRNS bid on for the competed work scope under the original base prime contract.

A Fee Allocation Model is used to demonstrate distribution of fee based on weighting of funding, priority and complexity. The Fee Allocation Model outcome is used to develop expected fee earning based on the Performance Fee Agreements.

Multiple Performance Fee Agreements were prepared to align with performance-related groupings of project activities.

3.0 CHANGE CONTROL

All correspondence regarding proposed changes to PFAs shall be sent to the CO. The CO

consults with the SRRAP FPD to determine if the proposed change impacts the CPB. If the proposed change does not impact the baseline, the CO will issue correspondence to SRNS that incorporates the advice of a Subject Matter Expert (SME) concerning the proposal.

Action directed by CO correspondence is considered to be within scope of work of the existing contract. If SRNS considers that carrying out this direction may increase contract costs or delay any delivery, SRNS shall promptly notify the CO orally, confirming and explaining the notification in writing as soon as possible, but within no more than five (5) working days. Following oral notification and submission of the written notice of impacts, SRNS shall await further direction from the CO prior to implementing the action.

If the proposed change impacts the baseline and exceeds the established change thresholds, then the CO will request SRNS to develop a BCP for review by the SRRAP Change Control Board. The DOE has an established a Change Control Board (CCB) with assigned levels of approval authority based on change thresholds and/or contractual authority. This approach was designed to ensure changes can be addressed rapidly without compromising control. Both parties recognize that modified work scope may occur and change control actions will be processed in a timely manner.

4.0 FEDERAL OVERSIGHT OF CONTRACTOR PERFORMANCE

Central to administration of the contract is assessment of SRNS performance. All federal staff members performing assessments are expected to understand terms and conditions of the contract. In order to verify performance, a systematic process of assessment, analysis, documentation and feedback will be required. A range of assessment techniques from data/metric reviews and analysis, to review of self-assessments by SRNS, to formal multidisciplinary assessments will be employed. The assessments will be tailored based on the level of definition of the work requirements and complexity of the function.

Procedures for assessing contract performance are described in the SR Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual.* The intent of the oversight processes described in the manual is to assure SRNS compliance with contract requirements, provide for timely identification and correction of deficient conditions, verify effectiveness of completed corrective actions, and pursue excellence through continued improvement. Additionally, the manual is intended to assist DOE in implementing the site contractor oversight system (a management framework of related processes to determine whether DOE and SRNS assurance programs are performing effectively and/or complying with DOE requirements).

The SRNS oversight system is founded on an integrated safety management system (ISMS), emulating DOE Policy 450.4, *Safety Management System.* SR Manual 226.1.1 describes processes comprising the contractor oversight system, which enables DOE to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE-SR oversight of contractor performance.

The SRNS oversight system provides DOE site management information needed to make informed decisions regarding both contractor and DOE performance and to determine whether program corrections are necessary. Communicating requirements and expectations to the contractor is an essential component in the SRNS oversight system. Requirements and expectations are communicated through the Statement of Work, special clauses, contract modifications, and through technical direction by the CO or representative.

SR Manual 226.1.1 provides detailed requirements for standardized scheduling, planning, conducting, reporting, and follow-up and closure activities for Type 1, 2, and 3 Assessments. Assessments are designed to provide managers with meaningful, accurate, and current information on the status of program compliance, productivity, and quality. Use of standardized assessment methods is a key feature of DOE site performance assurance.

In accordance with DOE Order 226.1A, *Implementation of Department of Energy Oversight Policy*, the site also uses independent and self-assessments to determine effectiveness of site assessment of the implementation of contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub elements. Results from these independent and self-assessments in addition to external assessments provide insight into areas where improvements in contractor oversight can be made. The end result is a management system regularly assessing performance, assuring comprehensive corrective action, and providing continuous improvement by identifying, correcting, and preventing problems hindering achievement of site missions.

The DOE will dedicate resources to verify interface management and interface control activities, led by SRNS, are the result of collaborative efforts on the part of all contractors who perform work at SRS to define system boundary and interfacing systems, document system boundaries and interfacing systems, and define interface functions and requirements. In addition to verifying all required documentation is in place, DOE will resolve disputes between and/or among contractors.

The DOE prime contractors will provide or receive services from other contractors and ensure deliverables, including GFS/I, are identified and documented in accordance with Interface Management plan/program. The Interface Management IPT will verify when SRNS requests services from another contractor; they provide specifications, requirements, hazard information, quality assurance, technical, safety, and environmental requirements for the work to be performed. Contractors requesting services from SRNS are responsible for oversight of requirements related to the specific work task(s) to ensure the performing contractor delivers a product or service meeting requirements of the requesting contractor. The DOE is responsible for the oversight of the individual DOE prime contractors and ensuring they meet the requirements for delivery of services. The performing contractor is expected to consult DOE whenever requirements conflict with, or are greater than, its own baseline requirements.

5.0 PERFORMANCE EVALUATION

Upon completion of performance criteria described in the PFA, SRNS will provide documentation in the Fee Invoicing System (FIS) and forward the documentation to the relevant DOE organization technical representative, who in turn will perform a verification to confirm

output criterion has been met. This may also require an in-field validation. Upon verification and/or in-field validation, recommendation is forwarded through the primary division office to the SRRAP FPD. Results of the verification should be documented per SRM 226.1.1C, *Integrated Performance Assurance Manual (IPAM).*

Members of the IPT who are federal employees participate in reviewing technical representative verification and/or in-field validation reports, discussions relative to contractor performance, and recommending to the SRRAP FPD a percentage of fee appropriated for a specific incentive. The SRRAP FPD will verify documentation provided demonstrates satisfactory completion according to performance incentive requirements. Fee determination will be made in accordance with the Recovery Act PEMP based on fee identified in the PFA.

SRNS may perform a self-assessment of their performance. The SRRAP FPD will review any assessment provided by SRNS. If the SRRAP FPD does not concur with the SRNS' self-evaluation and recommendation, all such disagreements shall be expressed in a performance evaluation letter to SRNS. The SRNS CO shall submit written comments and any supporting documentation to the SRRAP FPD within five (5) working days of receiving the evaluation letter. Within ten (10) working days of receiving any contractor comments or reclama, the SRRAP FPD shall provide the DOE CO a recommendation, including amount, rationale, and justification.

When disputes occur during the verification process and resolution is not forth coming between SRNS and the appropriate DOE-SR Assistant Manager (AM), the IPT is the avenue for dispute resolution. The parties should request a special IPT review to present the case and the IPT should be responsible for making the determination on an appropriate path forward.

The IPT will routinely measure and report contractor:

- Technical performance (quality of product/service)
- Cost control
- Adherence to schedule
- Business relations

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The *Federal Acquisition Streamlining Act of 1994*, and the *Federal Acquisition Guide*, Chapter 42.15.

6.0 PAYMENT OF FEE

The contractor requests fee payment by submitting an invoice. Following verification by the relevant DOE organization manager/agreement owner, recommendation is forwarded to the SRRAP FPD/Fee Determining Official (FDO). The SRRAP FPD provides a recommendation to the FDO and CO on fee payment for each invoice, or recommends to the CO a change to the fee payment (unearned fee). Determination of performance incentive fee earned is the unilateral determination of the FDO.

Total available earned fee amount payments are made by direct payment or withdrawn from funds advanced or available under the contract, as determined by the CO in accordance with contractor's compliance with special terms and statutory conditions of the Recovery Act. The CO may offset against any such fee payment the amounts owed to the government by the contractor, including any amounts owed for disallowed costs under the contract. No Recovery Act earned fee may be withdrawn without the prior written approval of the CO, except the $1,000,000 monthly Provisional Fee noted in Section 7.1.

The contractor will be advised in writing of the amount and basis of the performance incentive fee determination. Performance incentive fee not earned during the performance period will not be allocated to future performance periods. However, fee may be allocated to new performance-based incentives as developed by the IPT, as long as the completion of the newly developed incentive does not extend beyond the performance period.

7.0 SRRAP FEE

7.1 Fee Available to SRNS for SRRAP Projects

As delineated in Contract Modification A045, "the ARRA PEMP for FY10 & FY11 will be supplemented when the baseline is more defined. The basis for earning fee is included in the ARRA Performance Evaluation and Measurement Plan (PEMP) and contract modifications."

Based on OMB's approval of DOE's request to reapportion funds among the four SRS Recovery Act Projects in July 2010, Contract Modification 90 and Modification 91 were issued in August 2010 to obligate funds according to the new funds distribution.

The total award fee pool is $87,471,189, from which $32,076,741 has been paid for the period April 8, 2009 through July 30, 2010. The total remaining fee pool available for SRNS to earn is $55,394,448 during the remaining SRRAP period from August 2010 through December 2012. The earning of award fee shall be based on completing objective performance milestones as set forth in Section 10.0, "Solid Waste Management Fee Agreement," Section 11.0, "Accelerated Legacy Transuranic Waste Disposition Fee Agreement," and Section 12.0, "Footprint Reduction (Area Completion) Fee Agreement" of this PEMP. Each of the identified performance milestones includes percentage values for fee recovery relative to the remaining fee, along with objective criteria to define completion of the contract output.

Of the remaining fee pool, SRNS is allowed to provisionally invoice, via draw down, monthly an amount of $1,000,000 for the remaining months of the performance period beginning August 2010 as provisional fee earned. Additional fee from the fee pool over and above the amount drawn down at any point in time will not be paid if the amount drawn down monthly (plus any additional performance based fee paid as part of this PEMP and any additional fee previously provisionally paid after FY 2009) exceeds the total fee that would have been payable based on the achievement of performance based milestones as set forth in this PEMP.

7.1.1 Subjective Measures and Fee

Subjective fee may be earned by SRNS in an amount not to exceed $1,000,000 through the end of the SRRAP period of performance, payable quarterly (10 quarterly payments, beginning at the end of 4th quarter 2010) based on DOE-SR's subjective determination of SRNS' SRRAP-specific business performance. In most cases, the SRRAP-specific business services and deliverables are driven by Recovery Act-specific requirements, including those: mandated by OMB; in response to U.S. Government Accounting Office or U.S. Office of the Inspector General recommendations; required by programmatic direction from Office of Environmental Management Recovery Act Program (EM-3.1); and required by SRRAP as needed for business operations and work execution. Examples of the SRRAP-specific business services and deliverables are listed below.

- Weekly Plan of the Week (POW) Project Reports
- Quarterly reports submitted to federalreporting.gov
- Weekly, monthly and quarterly headcount & FTE reports
- Supplemental Information Report for Monthly Projects Reviews
- Monthly Performance Report of Record for SRRAP
- Monthly (2nd Wednesday) SRS Counterparts Meeting: SRRAP Progress Report
- EVMS Format 1 and Format 5 reports at the 12 and the 70 subproject levels
- Monthly variance package at the 12 and the 70 subproject levels
- Monthly Performance Curves at the 12 sub-project level
- Monthly Performance Metrics (e.g. EM Gold Metrics, EM Corporate Measures)
- Monthly Citizens Advisory Board Metrics
- Monthly Certified Cost Report
- Monthly report of actual cost plus 60 day spend projection compared to cost authority for each Recovery Act Project
- Monthly SRRAP Project Subcontract Commitments
- SRRAP Monthly Newsletter
- Public Affairs stories for EM Newsletter & EM Recovery Newsletter
- Public Affairs SRRAP and Human Interest videos
- Public Affairs weekly news releases
- Ad hoc data calls and reports requested by DOE-HQ and DOE-SR

The DOE-SR's determination will be based on the timeliness and quality of business services and products delivered. The success of SRNS is determined solely by DOE-SR, which will consider the related conditions under which the work was performed and SRNS' specific performance as measured against the SRRAP objectives.

7.2 Cost Limitations

Costs are limited to the Budget Authority established for each Recovery Act Project (refer to tables 5, 6, 7, and 8). Specific Contract cost limitations will be established by Work Authorization Documents consistent with the Budget Authority for each Recovery Act Project.

8.0 FEE INVOICING PROCESS

SRNS has developed an automated FIS that utilizes measurement data from each PFA. The contractor works with DOE-SR to identify appropriate DOE-SR approvers. The system assigns responsibility to each output so that the routing process ensures appropriate review by federal and contractor staff. Time limits are assigned to each step to ensure smooth processing and timely approvals. The system notifies responsible approvers when the time limit has been exceeded.

9.0 GOVERNMENT FURNISHED SERVICES/ITEMS

Government Furnished Services/Items are factored into the final fee determination. Government Furnished Services/Items are identified in the BOE found in WBS dictionaries for specific tasks and have been attached to the PEMP. The purpose of the GFS/I are to identify inherent government responsibilities and may pose some level of risk to the contractor in completing award fee or performance based incentives. Government Furnished Services/Items are the burden of the government, mutually accepted as part of the performance fee agreements.

10.0 SOLID WASTE MANAGEMENT FEE AGREEMENT

Table 9. Recovery Act Award Fee Summary for PBI No. SRNSARRA-SWM

Activity Name	Solid Waste Disposition
PBI Number	SRNSARRA-SWM
Revision Number	0
Allocated Fee	$4,721,581
Affected Recovery Act Project(s)	This PBI provides Contractor incentives for quality delivery of the following Recovery Act Project(s): • RA Project: SRS TRU & Solid Waste Project ID Code: 2002153 Budget Authority: 06049, FD.05.30.00.0 Completion: 12/31/2012
IPABS PBS Level 3	SR-0013.R1.1
SRNS PEMP Period of Performance	August 1, 2010 through September 30, 2011
Senior Level Manager Name	Terry Spears
Senior Level Supervisor/Division Manager Name	Jonathan (Mike) Simmons

10.1 Performance Outcome

Ensure the handling, treatment, storage, transportation and disposal of newly generated and existing "legacy" solid waste is environmentally sound, cost effective, and in compliance with DOE Directives, and applicable regulations and requirements.

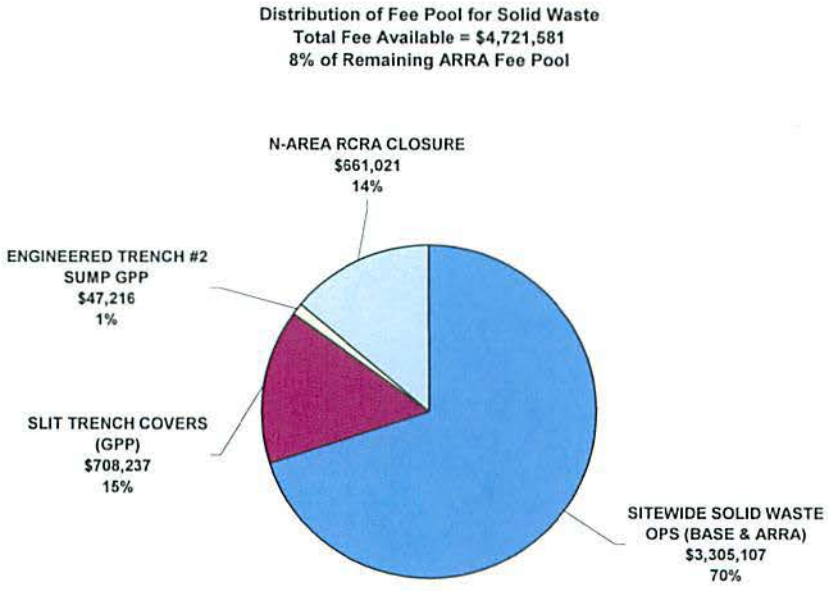

Figure 1. Award Fee Pool Distribution for PBI No. SRNSARRA-SWM

10.1.1 Contract Output SWM-1

Treat and dispose of all SRS newly generated sanitary (non-hazardous), low-level radioactive waste (LLW), mixed hazardous low-level radioactive waste (MLLW), and hazardous waste (HW) to prevent future waste accumulation.

10.1.1.1 Description/Background/Justification

Timely disposal of all newly generated sanitary, LLW, HW, and MLLW will facilitate waste generators' normal operations, prevent potential spread of contamination, ensure regulatory compliance, reduce the need for waste storage space, maximize labor resource utilization and reduce the overall cost of SRS waste management. For the purposes of this PBI, a waste is determined to be treated when treatment is completed in accordance with applicable regulations

(e.g., DOE Order 435.1, *Resource Conservation and Recovery Act of 1976 (RCRA)*, *Toxic Substances Control Act of 1976 (TSCA)*, etc.) for on-site treatment or has been shipped for off-site treatment. Disposal is defined as being physically placed in an approved disposal location for on-site disposition or shipped off-site for final disposition.

10.1.1.2 Fee Schedule

Up to 70% of the Performance Milestone Period allocated fee may be earned by Contract Output SWM-1 as provided in the table below.

Table 10. Fee Schedule for Contract Output SWM-1

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA SWM-1.01	8%	$377,726	Sanitary Waste-Reduce the amount of routine (i.e. office type) waste being disposed in local land fill sites through recycling at least 30% by weight over a three month rolling average. Incremental quarterly payments through Sept. 30, 2011. First quarterly payment will be Aug./Sept. 2010 (2 months).
SRNSARRA SWM-1.02	30%	$1,416,474	LLW – Newly generated LLW will be disposed in a timely manner such that in-storage volume of newly generated LLW shall not exceed 400 cubic meters at any time over a three month rolling average. Wastes temporarily stored for near-term disposal will not be included in this calculation. Incremental quarterly payments through Sept. 30, 2011. First quarterly payment will be Aug./Sept. 2010 (2 months).
SRNSARRA SWM-1.03	16%	$755,453	HW – Newly generated HW shall not exceed an in-storage timeframe of greater than one year from the accumulation start date, unless being stored for the purpose of accumulation in accordance with 40 *CFR* 268.50. Incremental quarterly payments through Sept. 30, 2011. First quarterly payment will be Aug./Sept. 2010 (2 months).

Table 10. Fee Schedule for Contract Output SWM-1

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA SWM-1.04	16%	$755,453	MW – Newly generated MLLW shall not exceed an in-storage timeframe of greater than one year from the accumulation start date, unless being stored for the purpose of accumulation in accordance with 40 *CFR* 268.50 or per the *SRS Site Treatment Plan.* Incremental quarterly payments through Sept. 30, 2011. First quarterly payment will be Aug./Sept. 2010 (2 months).

10.1.2 Contract Output SWM-2

Timely installation of impermeable covers over LLW Slit Trenches is a *Comprehensive Environmental Response, Compensation and Liability Act of 1980* (CERCLA) requirement.

10.1.2.1 Description/Background/Justification

Slit Trenches 1, 2, 3 and 5 are currently ready for cover installation, while Slit Trench 4 must be completed and filled.

10.1.2.2 Fee Schedule

Up to 15% of the Performance Milestone Period allocated fee may be earned by Contract Output SWM-2 as provided in the table below.

Table 11. Fee Schedule for Contract Output SWM-2

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA SWM-2.01	10%	$472,158	Slit Trench 1 - 4 Project - Complete construction, perform facility acceptance inspection (FAI-51), and obtain acceptable resolution of punchlist items by 9/30/2011.
SRNSARRA SWM-2.02	5%	$236,079	Slit Trench 5 Project - Complete construction, perform facility acceptance inspection (FAI-51), and obtain acceptable resolution of punchlist items by 5/15/2011.

10.1.3 Contract Output SWM-3

Install a new sump in Engineered Trench #2.

10.1.3.1 Description/Background/Justification

Engineered Trenches #1 and #2 are two drive-in earthen trenches used for boxed LLW disposal. These two trenches use a common sump located in Engineered Trench #1. Per procedure, this sump is sampled prior to pumping water to grade. Samples have shown an increase in radiation levels (still below release limits) over the past two years. The reason for the elevated sump sampling results is waste containers are suspected to be leaking due to corrosion. This project is to install a new sump in Engineered Trench #2 and close the Engineered Trench #1 sump.

10.1.3.2 Fee Schedule

Up to 1% of the Performance Milestone Period allocated fee may be earned by Contract Output SWM-3 as provided in the table below.

Table 12. Fee Schedule for Contract Output SWM-3

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA SWM-3.01	1%	$47,216	Complete Engineered Trench #2 – Complete construction, perform facility acceptance inspection (FAI-51), and obtain acceptable resolution of punchlist items by 12/15/2010.

10.1.4 Contract Output SWM-4

Complete RCRA Closure for the 645-N complex.

10.1.4.1 Description/Background/Justification

Hazardous and mixed waste operations will be consolidated from B and N Areas into E Area during the SRRAP. Once the inventories of hazardous and mixed wastes have been removed from the buildings, SRNS will perform RCRA Closure on the facilities and submit a Closure Report to South Carolina Department of Health and Environmental Control (SCDHEC).

10.1.4.2 Fee Schedule

Up to 14% of the Performance Milestone Period allocated fee may be earned by Contract Output SWM-5 as provided in the table below.

Table 13. Fee Schedule for Contract Output SWM-4

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA SWM-4.01	14%	$661,021	Complete RCRA Closure of 645-N Complex and submit Closure Report to SCDHEC by 9/12/2011. This Contract Output does not include removal of structural slab or excavation of underlying soils.

10.2 GFS/I Requirements for PBI No. SRNSARRA-SWM

- Timely Review/Approval of Regulatory Renewals – DOE's concurrence and approval on all RCRA permit renewals and Site Treatment Plan renewals within 30 days of submittal provided DOE has no unresolved comments.
- Timely Review/Approval of Documented Safety Analysis (DSA) Updates – DOE's concurrence and approval on all yearly, Documented Safety Analysis updates within 30 days of submittal provided DOE has no unresolved comments.
- Provision of Nevada Test Site Disposal (NTS) – The NTS remains open to accept SRS MLLW and LLW and is direct DOE funded resulting in no disposal fee to SRNS. (Assumes the waste is properly forecasted and scheduled by SRNS in the NTS system such as not to require overtime by NTS operations.
- Timely Processing of LLW/MLLW Profiles – Profiles for new LLW/MLLW streams will be processed by NTS in 45 working days.
- Timely Approval of NTS Shipments – Approval to ship by NTS is received within 10 days of the request for shipment.
- Timely Approval of Special Analyses – DOE's concurrence and approval of all Special Analyses and Performance Assessment revisions within 30 days of submittal provided DOE has no unresolved comments.
- Timely Support for Waste Volume Determinations – DOE will respond within 15 days to requests for excluding select volumes of LLW from the three month rolling average storage volume.

11.0 ACCELERATED LEGACY TRANSURANIC WASTE DISPOSITION FEE AGREEMENT

Table 14. Recovery Act Award Fee Summary for PBI No. SRNSARRA-TRU

Activity Name	Solid Waste Disposition
PBI Number	SRNSARRA-TRU
Revision Number	0
Allocated Fee	$27,536,046 (plus $8,000,000 Super Stretch Fee)
Affected Recovery Act Project(s)	This PBI provides Contractor incentives for quality delivery of the following Recovery Act Project(s): • RA Project: SRS TRU & Solid Waste Project ID Code: 2002153 Budget Authority: 06049, FD.05.30.00.0 Completion: 12/31/2012
IPABS PBS Level 3	SR-0013.R1.2
SRNS PEMP Period of Performance	August 1, 2010 through December 31, 2012
Senior Level Manager Name	Terry Spears
Senior Level Supervisor/ Division Manager Name	Bert Crapse

11.1 Performance Outcome

Complete disposition of all remaining legacy transuranic waste (TRU) at SRS.

The scope of work includes the disposition of 5,000 cubic meters of the estimated total of 5,200 cubic meters of legacy TRU waste, as of April 8, 2009. For purposes of the PEMP and this PFA, the 5,000 cubic meters target is more specifically defined as the total legacy waste inventory minus the TRU very difficult waste as documented in *SRNS-P2100-2010-00048 Legacy TRU Inventory for PEMP 7-16-10*. It is further agreed and understood that this inventory may be modified in writing from time to time to reflect mutually agreed upon changes. Disposition paths may include shipping to Waste Isolation Pilot Plant (WIPP) as TRU waste; on-site burial as LLW, or treatment and disposal as MLLW. MLLW generated prior to July 1, 2012 as a result of TRU dispositioning operations shall be dispositioned off-site. However, disposition of MLLW after October 1, 2011 is subject to Base Program funds availability. An implementation plan for dispositioning the last 200 cubic meters of waste that currently do not have a disposition path will be developed. When these objectives are accomplished, disposition of all legacy TRU waste at SRS, with the exception as stated above covered by the implementation plan, will be completed. Disposition of the 200 cubic meters is a Super Stretch Contract Output in this PBI to incentivize completion of disposition of all 5,200 cubic meters of legacy TRU waste. An additional Super Stretch Contract Output provides incentives to disposition all newly generated TRU waste such that at the completion of the performance period, no more than 200 cubic meters of TRU waste remains on site that has been generated prior to July 1, 2012. Shipment and placement of TRU containers at WIPP is funded by DOE Carlsbad Field Office (CBFO) and is not included in the SRNS Recovery Act funding.

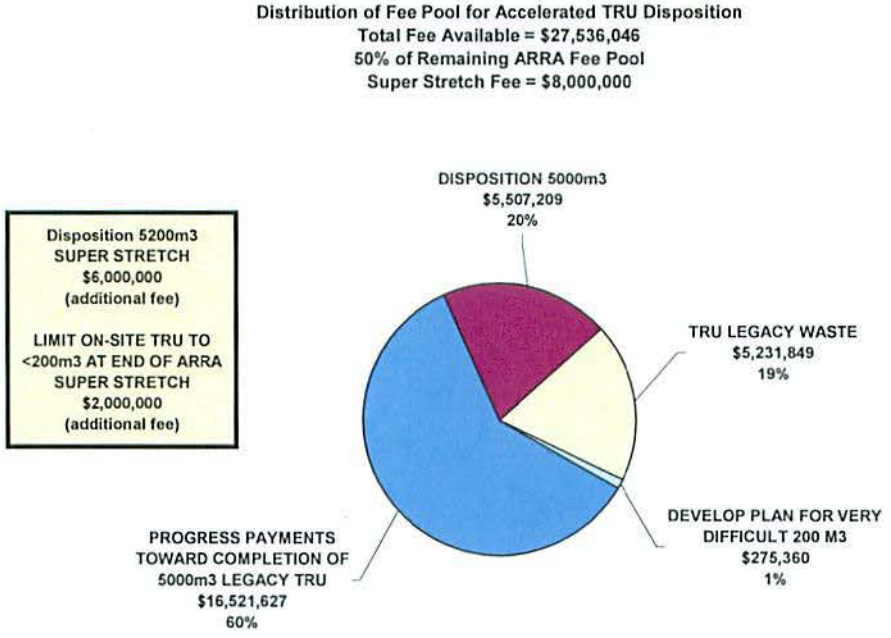

Figure 2. Award Fee Pool Distribution for PBI No. SRNSARRA-TRU

11.1.1 Contract Output TRU-1

Complete disposition of 5,000 cubic meters of legacy TRU waste by December 31, 2012.

11.1.1.1 Description/Background/Justification

To complete disposition of 5,000 cubic meters of legacy TRU waste will require safe and very efficient operations in multiple facilities in E Area, F Canyon, and H Canyon as well as full and timely support from the Central Characterization Project (CCP) in terms of waste characterization and shipment to WIPP. Some of the waste will be dispositioned offsite or into the on-site inventory in E Area as MLLW if screened out as non-TRU waste.

The remaining inventory of legacy TRU at SRS is comprised of wastes purposefully set aside during the course of the TRU program because the many unique challenges presented by the material. In general, this waste is presently stored in boxes of varying sizes or aged drums containing high concentrations of plutonium (Pu)-238 with greater than 95% of this inventory requiring invasive hands-on remediation to address non-conforming conditions. The contents and challenges vary on a container by container basis necessitating flexibility in the remediation and processing approaches. This flexibility involves the need to shift priorities as necessary to focus on achieving both early shipments of the more straight forward material while advancing the

more problematic, longer duration material to reduce the risk to completion by the established milestone.

The PBIs for the Accelerated TRU Legacy Waste Program will be defined as single PBI focused on properly incentivizing the completion of the disposition of the inventory by a date certain while at the same time focusing on sustaining continuity in the feed to CCP for characterization and shipping. The PBI has been crafted to provide the flexibility SRNS needs to manage the many complex challenges presented by this program, its waste streams and the involved facilities.

This PBI is for the completion of the disposition of 5,000 cubic meters of legacy TRU waste. This PBI contains three subparts to properly incentivize SRNS to: 1) progressively advance toward the final waste volume goal providing benefit for early disposition through the near term receipt of progress payments; 2) focus on the entire waste inventory including the small volume more difficult segments by providing a significant fee allocation to full completion of the final volume by the date certain; and 3) ensure a stable and consistent feed is provided to CCP/WIPP for characterization and shipping to promote optimal utilization of their resources to the maximum extent practical. The attributes of each of the three subparts of the PBI are more thoroughly discussed below.

- Part 1 – Incentives for Progressing Toward the Final Volume Goal of 5,000 m3

  As previously stated, the 5,000 cubic meters of TRU waste incentivized by this PBI is comprised of a large number of differing waste streams and differing container types generally exhibiting high concentrations of Pu-238 or Pu-239. To complete the disposition of this inventory requires a series of tasks conducted in one or multiple facilities at SRS. Many of these tasks such as venting or remediation must be tailored specifically to the particulars of the discrete waste stream or container. SRS is simultaneously advancing these waste streams at differing paces based on the complexity of the waste stream to the ultimate goal of producing a compliant container for final CCP characterization and shipping.

  To provide a predictive tool for forecasting production levels, predicting bottlenecks and conducting "what-if" analyses, a model has been developed by SRNS enveloping the many processes and facility capabilities necessary to accomplish this PBI. This modeling shows that an average shipping rate exceeding four and one half (4.5) shipments per week is necessary to achieve the 5,000 cubic meters disposed by December 31, 2012. This requires sufficient waste packages be provided for certification three (3) months in advance of the required shipping schedule.

  This component of the PBI incentivizes SRNS to continuously advance toward the 5,000 cubic meters volume goal as expeditiously as possible in full recognition that the available window for shipping and the total number of available shipments is limited and must be taken advantage of from the start of the shipping program in August 2010 to the end in November 2012 (or whenever the annual WIPP shipping period ends). The PBI requires close coordination with WIPP/CCP to ensure that every available shipping date is met through feeding waste into the characterization process at a rate that as individual streams are

slowed by complexities in the process are encountered that opportunities to ship are not missed. This part of the PBI in conjunction with the others ensure that SRNS keeps a proper perspective on early shipments while maintaining focus on the small more troublesome streams and the end volume goal.

- Part 2 – Complete Disposition of 5,000 cubic meters of Legacy TRU Waste by December 31, 2012

  This part of the PBI incentivizes SRNS to maintain a continued, vigilant focus on attaining the overall completion volume goal by the date certain. This incentive requires SRNS to utilize strong project management principles to work to the critical path of the project, remove obstacles in a timely manner and maintain a strong focus on the risk to completion. Additionally, during the course of the project, small quantity troublesome waste streams will be identified requiring special and timely attention to develop and implement solutions to achieve the overall completion goal. This part of the PBI strongly incentivizes SRNS to engage on these waste streams as they emerge through a coordinated effort with CCP/WIPP and select and implement the most expeditious, safe course of action to address them.

- Part 3 – Maintain Optimized Shipping Rate

  Part 3 provides incentives for SRNS to work together with CBFO contractors to ensure project success by optimizing resource utilization. The single PBI requires SRNS to produce sufficient WIPP certifiable waste as early in the program as possible. This will allow a level characterization and shipping work load throughout the project period. This will also optimize utilization of both SRNS and CCP resources and contribute to the shipping EM National TRU Program target of 30 contact-handled (CH) shipments and five (5) remote-handled (RH) shipments to WIPP per week. The SRS shipping target is an average of four ad one half (4.5) WIPP shipments per week for the period August 23, 2010 through May 31, 2011 and a rolling average of over five (5) per week thereafter, unless superseded by a revised mutually agreed upon approved shipping schedule, utilizing both TRUPACT-II and TRUPACT-III shipping casks starting in June 2011 for CH TRU with additional RH TRU shipment campaigns in FY 2010 and FY 2011. This will prevent back end loaded characterization and shipping schedule.

11.1.1.2 Fee Schedule

Up to 99% of the Performance Milestone Period allocated fee may be earned by Contract Output TRU-1 as provided in the table below.

Disposal of remaining 4,288 cubic meters toward the 5,000 cubic meters target by December 31, 2012 (712 cubic meters already disposed of within SRRAP scope through July 2010).

Table 15. Fee Schedule for Contract Output TRU-1

Number	Target Date	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA TRU-1.01a	12/31/2012	60%	$16,521,627 See Table	Part 1 – Progress toward completion of 5,000 m^3 of TRU waste by 12/31/2012 • 2.727% fee each for the 22 increments of 200 m^3**
SRNS ARRA TRU-1.01b	12/31/2012	20%	$5,507,209	Part 2 – Final Completion Lump sum payment upon completion of all 5,000 m^3 • Complete disposition of 5,000 m^3 of legacy TRU waste by 12/31/2012.**
SRNSARRA TRU-1.01c	12/31/2012	19%	$5,231,849 See Table	Part 3 – Balanced certification and shipping approach • Based on a rolling average of 4.5 WIPP shipments per week for the period 8/23/2010 – 5/31/2011 and a rolling average of over 5 per week thereafter, unless superseded by a revised mutually agreed upon approved shipping schedule.
** The disposition paths for the 5,000 m3 also include LLW and MLLW, if screened out as non TRU waste, transferred offsite or into the on-site inventory in E Area. Also, see attached GFS/I requirements.				

Table 16a. Supplemental Fee Schedule for Contract Output TRU-1.01a

SRNSARRA-TRU FEE POOL	$27,536,046	100%	Total Fee Pool for PBI No. SRNSARRA-TRU		
Contract Output TRU-1.01.a	$16,521,627	60%	Available Fee for 5,000 cubic meters TRU (60% of Fee Pool for PBI No. SRNSARRA-TRU)		
August 1, 2010 through December 31, 2012			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983

Table 16a. Supplemental Fee Schedule for Contract Output TRU-1.01a

SRNSARRA-TRU FEE POOL	$27,536,046	100%	Total Fee Pool for PBI No. SRNSARRA-TRU		
Contract Output TRU-1.01.a	$16,521,627	60%	Available Fee for 5,000 cubic meters TRU (60% of Fee Pool for PBI No. SRNSARRA-TRU)		
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			200	2.727%	$750,983
			88	2.727%	$750,983
		TOTAL	4288	60.0%	$16,521,627

Table 16b. Supplemental Fee Schedule for Contract Output TRU-1.01b

SRNSARRA-TRU FEE POOL	$27,536,046	100%	Total Fee Pool for PBI No. SRNSARRA-TRU
Contract Output TRU-1.01.b	$5,507,209	20%	Complete disposition of 5000 m^3 of Legacy CH-TRU by 12/31/2012 (20% of Fee Pool for PBI No. SRNSARRA-TRU)

Table 16c. Supplemental Fee Schedule for Contract Output TRU-1.01c

SRNSARRA-TRU FEE POOL	$27,536,046	100%	Total Fee Pool for PBI No. SRNSARRA-TRU		
Contract Output TRU-1.01.c	$5,231,849	19%	Based on a rolling average of 4.5 WIPP shipments per week for the period 8/23/2010 – 5/31/2011 and a rolling average of over 5 per week thereafter, available to CCP. Paid in 24 monthly payments from October 2010 through November 2012 (excluding shipments in Decembers) (19% of Fee Pool for PBI No. SRNSARRA-TRU)		
		August 1, 2010 through December 31, 2012	10/31/2010	0.60%	$165,216
			11/30/2010	0.80%	$220,288
			1/31/2011	0.80%	$220,288
			2/28/2011	0.80%	$220,288
			3/31/2011	0.80%	$220,288
			4/30/2011	0.80%	$220,288
			5/31/2011	0.80%	$220,288
			6/30/2011	0.80%	$220,288
			7/31/2011	0.80%	$220,288
			8/31/2011	0.80%	$220,288
			9/30/2011	0.80%	$220,288

Table 16c. Supplemental Fee Schedule for Contract Output TRU-1.01c

SRNSARRA-TRU FEE POOL	$27,536,046	100%	Total Fee Pool for PBI No. SRNSARRA-TRU		
			10/31/2011	0.80%	$220,288
			11/30/2011	0.80%	$220,288
			1/31/2012	0.80%	$220,288
			2/29/2012	0.80%	$220,288
			3/31/2012	0.80%	$220,288
			4/30/2012	0.80%	$220,288
			5/31/2012	0.80%	$220,288
			6/30/2012	0.80%	$220,288
			7/31/2012	0.80%	$220,288
			8/31/2012	0.80%	$220,288
			9/30/2012	0.80%	$220,288
			10/31/2012	0.80%	$220,288
			11/30/2012	0.80%	$220,288
		TOTAL		19%	$5,231,849

11.1.2 Contract Output TRU-2

Develop and submit a plan by September 30, 2010 for disposition of nominally 200 cubic meters of legacy TRU waste identified as very difficult waste that do not have clear disposition paths.

11.1.2.1 Description/Background/Justification

This plan is necessary for developing the BCP to incorporate the final work scope into the Baseline and facilitate the completion of disposition of the last 200 cubic meters of SRS legacy TRU waste. Many technical and security issues will need to be resolved.

11.1.2.2 Fee Schedule

Up to 1% of the Performance Milestone Period allocated fee may be earned by Contract Output TRU-2 as provided in the table below.

Table 17. Fee Schedule for Contract Output TRU-2

Number	Target Date	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA TRU-2.01	9/30/2010	1%	$275,360	Develop and submit an implementation plan including technical approach, logic-driven schedule, Class 3 cost estimate (based on the AACE International Recommended Practice No. 17R-97; Appendix J) on or before 9/30/2010 for disposition of the estimated 200 cubic meters of VERY difficult wastes that cannot be disposed with the existing processes defined in the baseline.

11.1.3 Contract Output TRU-3

Complete disposition of the nominally 200 cubic meters of legacy TRU waste identified as very difficult waste that do not have clear disposition paths. This scope is defined as potential scope in the POP. For purposes of this super stretch objective, "disposition" means removal from the TRU waste inventory and/or shipment off the SR site.

11.1.3.1 Description/Background/Justification

Although not currently included in the Baseline or POP due to the lack of clear disposition paths, it is the strong desire of DOE-SR to complete disposition of this waste as part of the SRS legacy TRU Waste Program completion by December 31, 2010. The plan developed in Contract Output TRU-2 will be the basis of this challenging work scope. This scope will need to be funded from cost savings within the existing Baseline funding level and therefore is considered as a Super-Stretch PBI.

11.1.3.2 Fee Schedule

Up to additional $8,000,000 fee may be earned, pending the identification of funding sources from cost savings to implement Contract Output TRU-3 Super-Stretch work scope.

Table 18. Fee Schedule for Contract Output TRU-3

Number	Target Date	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA TRU-3.01a	12/31/2012	N/A	$6,000,000 (total over base fee of $27,536,046) Split 60/40 100% if dispositioned, 40% if ready to certify Fee will be awarded in increments of $600,000 for each 20 m^3 of very difficult waste dispositioned up to a total of 200 m^3.	Super-Stretch fee applies to the final nominally 200 cubic meters of very difficult legacy TRU Wastes on or before 12/31/2012. This Super-Stretch fee is contingent on the complete dispositioning of the 5000 m^3 identified in TRU-01.01a and TRU-01.01b.
SRNSARRA TRU-3.01b	12/31/2012	N/A	$2,000,000 (total over base fee of $27,536,046)	Remaining inventory of TRU waste at SRS shall not exceed 200 m3 at end of ARRA. Does not include TRU waste generated after 6/30/2012.

11.2 GFS/I Requirements for PBI No. SRNSARRA-TRU

11.2.1 GFS/I to be provided by DOE-SR through DOE-CBFO, Washington TRU Solutions (WTS), and CCP

- Extended Large Container (LC)/Non-Destructive Assay (NDA) Gamma Detector Calibration Range to 40g Plutonium-238 – Complete by December 31, 2010.
- Large Container/Non-Destructive Examination (NDE) Certification – Complete a certification audit in October 2010 and receive approval by March 30, 2010.
- NDA, NDE, Head Gas Space (HGS) Sampling Equipment – Provide, maintain, and operate all necessary equipment to characterize and certify TRU waste containers for shipment throughout the project duration achieving less than 15% down time per week including LC/NDA and LC/NDE.
- Characterization Production Rate

(A) Provide sufficient resources starting in June 2010 or earlier to build a backlog of certified waste containers and support an average shipment rate of four and one half (4.5) shipments per week starting in August 23, 2010 through May 31, 2011 and increase to up to eight (8) shipments per week by June 2011.

(B) Maintain a 90 calendar day or less certification period from the day a container is placed in CCP backlog by SRNS to the day it is entered into the Waste Data System.

- TRUPACT-III

  (A) Provide six (6) TRUPACT-III shipping casks by June 2011.

  (B) Provide and achieve operational status for one (1) mobile loading unit for TRUPACT-III shipments by June 2011

  (C) Maintain shipping capacity of five (5) TRUPACT-III shipments per week starting June 2011 through December 2012

- Expert Analysis (EA) Support – Provide timely EA support to evaluate NDA results necessary to maintain the characterization production rate

- Standard Waste Box (SWB), Ten Drum Overpack Containers (TDOP), and Standard Large Box (SLB) Delivery

  (A) Deliver new containers at a rate as requested by SRNS and necessary to maintain TRU waste repackaging and remediation operations without any interruptions due to shortage of new containers

  (B) TDOP receipt at a rate of five (5) per week starting the week of July 12, 2010 until an inventory of 48 is attained at SRS

  (C) SLB-2 receipt at a rate of six (6) per week until an inventory of 194 is attained at SRS

- Shipping Schedule – Provide appropriate transportation capability for shipments to WIPP using TRUPACT-II, TRUPACT-III, or 72-B shipping casks when backlog of certified containers is available

- Loading and Transportation Support – Provide the necessary level of loading and transportation support (expected to be up to eight (8) shipments per week) using TRUPACT-II, TRUPACT-III or the 72-B casks to align with the SRNS container production schedule and the overall objective to disposition 5,000 cubic meters by December 31, 2012.

- DOE's CBFO Technical Support – DOE-CBFO and difficult waste team continue to provide technical support in developing acceptable methods of unique waste packaging, characterization, certification, and disposal.

11.2.2 GFS/I to be provided by DOE-SR

- DSA/Onsite Safety Assessment (OSA) Review Approval – Complete all DSA and OSA reviews and approvals within the timeframe specified in the approved Baseline.
- Baseline Change Proposal (BCP) Approval – Timely approvals and support of the TRU Waste Project BCPs
- Continue SLIT Trench and Engineering Trench Operation – Maintain the current LLW SLIT Trench and Engineering Trench operational requirements throughout the project
- Offsite MLLW Treatment and Disposal Facilities – Provide viable options of treatment, storage, or disposal facilities for all MLLW screened out from the TRU waste inventory and necessary funding to complete all disposition by calendar year (CY) 2012

12.0 FOOTPRINT REDUCTION (AREA COMPLETION) FEE AGREEMENT

Table 19. Recovery Act Award Fee Summary for PBI No. SRNSARRA-FPR

Activity Name	Area Completion Project
PBI Number	SRNSARRA-FPR
Revision Number	0
Allocated Fee	$22,136,821 (plus $3,000,000 Super Stretch Fee)
Affected Recovery Act Project(s)	This PBI provides Contractor incentives for quality delivery of the following Recovery Act Project(s): • SRS D&D P & R Areas Project ID Code: 2002150 Budget Authority: 06049, FD.05.11.00.0 Completion: 9/30/2012 • SRS D&D M & D Areas Project ID Code: 2002151 Budget Authority: 06049, FD.05.12.00.0 Completion: 9/30/2011 • SRS D&D, Soil & Groundwater Activities Site-Wide Project ID Code: 2002152 Budget Authority: 06049, FD.05.13.00.0 Completion: 9/30/2011
IPABS PBS Level 3	SR-0030.R1.1; SR-0030.R1.2; SR-0030.R1.3; SR-0030.R1.4; SR-0030.R1.5; SR-0030.R2.1; SR-0030.R3.1; SR-0030.R3.1; SR-0040C.R1.1
SRNS PEMP Period of Performance	August 1, 2010 through September 30, 2012
Senior Level Manager Name	Karen Guevara, Helen Belencan (Deputy)
Senior Level Supervisor/ Division Manager Name	Wade Whitaker

12.1 Performance Outcome

Reduce risk and out-year baseline costs by achieving a strategic goal to reduce the SRS footprint by 75% under ARRA. Completion of waste units and reactor facilities D&D is defined as completion of construction, performance of a facility acceptance inspection consistent with Procedure 51 of the 8Q Manual (form OSR 20-22) and acceptable resolution of DOE-SR punchlist items. Completion of all other facility D&D is defined as submittal of Revision 0 Decommissioning Project Final Report (DPFR), or equivalent, to DOE-SR.

This Performance Fee Agreement is structure in a manner that expects SRNS to meet all regulatory commitments, to do work safely, to continue to develop and implement cost-effective remedial technologies and approaches to reduce out-year costs, and to maintain an effective and productive working relationship with SRS regulatory agencies.

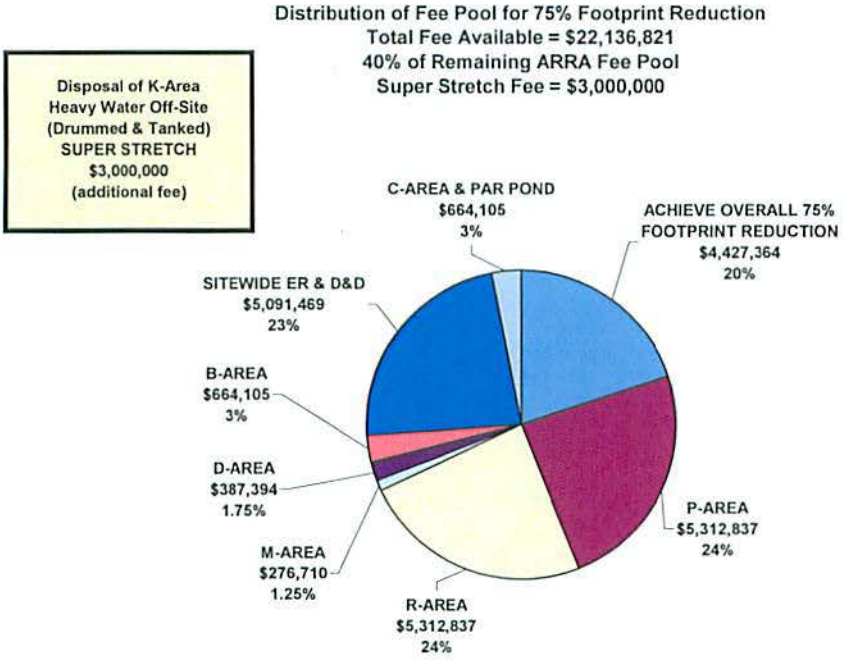

Figure 3. Award Fee Pool Distribution for PBI No. SRNS ARRA-FPR

12.1.1 Contract Output FPR-1

Complete 75% footprint reduction at the Savannah River Site upon completion of all waste units and facilities identified in the table below.

Table 20. Technical Basis for Contract Output FPR-1

Square Miles Completed	SRS Index #	Waste Units / Facilities	Area
3.9	477	Complete construction/fieldwork at P-AREA REACTOR AREA CASK CAR RR TRACKS, NBN	P
3.9	539	Complete submittal of regulatory decision document for ECODS P-2 (South of P-Area) (Issue ROD)	P
1.8	478	Complete construction/fieldwork at R-AREA REACTOR AREA CASK CAR RR TRACKS, NBN	R
1.8	540	Complete submittal of regulatory decision document for ECODS R-1A, -1B, -1C (EAST OF R REACTOR) (Issue ROD)	R
7.0	2243	Complete D&D of 710-B SRTC Hazard Waste Storage Facility	B
1.8	163	Complete construction/field work at GUNSITE 012 RUBBLE PILE, NBN	R
1.8	337	Complete construction/field work at RUBBLE PILE ACROSS FROM GUNSITE 012, NBN	R
1.8	544	Complete construction/field work at ECODS G-3 (ADJACENT TO GUNSITE 012), NBN	R
1.8	288	Complete construction/field work at R-AREA GROUNDWATER, NBN	R
9.9	326	Complete construction/fieldwork at POTENTIAL RELEASE OF HEAVY METALS FROM 321-M SL	M
9.9	340	Complete construction/fieldwork at SALVAGE YARD, 741-A	M
9.9	465	Complete construction/fieldwork at UNDERGROUND SUMP 321 M #001 321-M	M
9.9	466	Complete construction/fieldwork at UNDERGROUND SUMP 321 M #002 321-M	M
3.9	314	Complete submittal of regulatory decision document for POTENTIAL RELEASE FROM P-AREA DISASSEMBLY BASIN, 105-P (Issue ROD)	P
3.9	316	Complete submittal of regulatory decision document for POTENTIAL RELEASE FROM P-AREA RX COOLING WATER, 186/190-P (Issue ROD)	P
36.5	1744	Complete D&D of 185-3K Cooling Tower	K
1.8	39	Complete submittal of regulatory decision document for GUNSITE 218 RUBBLE PILE, 631-23G (Issue ROD)	R
1.8	271	Complete construction/fieldwork at COOLING WATER EFFLUENT SUMP, 107R	R
1.8	556	Complete construction/fieldwork at R-AREA PROCESS SEWER LINES AS ABANDONED	R
7.0	528	Complete construction/fieldwork at ECODS B-3 (East of B Area, South of Road C)	B
7.0	530	Complete construction/fieldwork at ECODS B-5 (Adjacent to ECODS B-3)	B
1.8	231	Complete construction/fieldwork at AREA ON THE NORTH SIDE OF BUILDING 105-R, NBN	R
1.8	233	Complete construction/fieldwork at LAYDOWN AREA NORTH OF 105R, NBN	R
1.8	513	Complete construction/field work at RELEASE FROM DECON R-REACTOR DISASSEMBLY BASIN	R

Table 20. Technical Basis for Contract Output FPR-1

Square Miles Completed	SRS Index #	Waste Units / Facilities	Area
1.8	517	Complete construction/field work at COMBINED SPILLS NORTH OF BUILDING 105-R, NBN	R
1.8	324	Complete submittal of regulatory decision document for POTENTIAL RELEASE OF NAOH/H2 SO4 FROM 183-2R, NBN (Issue ROD)	R
1.8	330	Complete submittal of regulatory decision document for POTENTIAL RELEASE FROM R-AREA DISASSEMBLY BASIN, 105-R (Issue ROD)	R
3.9	126	Complete construction/fieldwork at SPILL ON 3/15/79 OF 500 GALS OF CONTAM WATER, NBN	P
3.9	557	Complete construction/field work at P-AREA PROCESS SEWER LINES AS ABANDONED	P
1.8	329	Complete construction/fieldwork at R-AREA ASH BASIN, 188-0R	R
5.3	69	Complete construction/fieldwork at 25% of the D-AREA COAL PILE RUNOFF BASIN, 489-D	D
5.3	70	Complete construction/fieldwork at D-AREA WASTE OIL FACILITY, 484-10D	D
5.3	211	Complete construction/fieldwork at D-AREA ASBESTOS PIT, 080-20G	D
5.3	558	Complete construction/fieldwork at D-AREA PROCESS SEWER LINES AS ABANDONED, NBN	D
5.3	570	Complete construction/fieldwork at D-006 PETROLEUM RELEASE SITE, NBN	D
9.9	359	Complete construction/fieldwork at SMALL ARMS TRAINING AREA (SATA), NBN	M
5.30	265	Complete construction/fieldwork at COMBINED SPILLS FROM 483-D AND ASSOCIATED AREAS	D
6.95	2003	Complete D&D of 770-U Heavy Water Component Test Reactor	B
1.80	1921	Complete D&D of 105-R Reactor Building Complex	R
3.90	313	Complete construction/fieldwork at P-AREA ASH BASIN (including Outfall P-007), 188-0P	P
1.60	1483	Complete D&D of 651-6G Primary Transformer Substation/681-6G	PAR Pond
1.60	1491	Complete D&D of 681-6G PAR Pond Pump House	PAR Pond
1.60	1492	Complete D&D of 681-7G Pump House Equip Building - Adjacent to 681-1G	PAR Pond
1.60	1488	Complete D&D of 681-23G Chlorine Building	PAR Pond
1.60	1506	Complete D&D of 735-7G Environmental Support Facility, Par Pond	PAR Pond
1.60	1507	Complete D&D of 735-8G Greenhouse	PAR Pond
3.9	1902	Complete D&D of 105-P Reactor Building Complex	P
1.9	475	Complete construction/field work at C Area Reactor Cask Car Railroad Tracks as Abandoned, NBN	C
1.9	240/242	Complete construction/fieldwork Potential Release from C Area Disassembly Basin & C Area Reactor Cooling Water System 186/190-C	C

Table 20. Technical Basis for Contract Output FPR-1

Square Miles Completed	SRS Index #	Waste Units / Facilities	Area
1.9	1201	Complete construction/fieldwork at 717-C Contaminated Maintenance Facility	C
1.9	2237	Complete construction/fieldwork at 108-3C Fuel Unloading Facilities Power	C
1.9	2240	Complete construction/fieldwork at 904-89G Retention Basin for 100-C Containment	C
1.9	522	Complete construction/fieldwork at of ECODS C-1	C
1.9	555	Complete construction/fieldwork at C Area Process Sewer Lines as Abandoned	C
1.9	511	Complete construction/fieldwork at C Area Reactor Discharge Canal	C
1.9	146	Complete construction/fieldwork at C Area Groundwater Operable Unit	C

12.1.1.1 Description/Background/Justification

Compliance with SRS Federal Facility Agreement (FFA) milestones and the SRS RCRA Permit commitments will allow SRS to maintain a steady pace of area completions and reduce site footprint. Establish and complete negotiated regulatory commitments and milestones allowing SRS to demonstrate cleanup progress to regulators and stakeholders.

12.1.1.2 Fee Schedule

Up to 20% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-1 as provided in the table below.

Table 21. Fee Schedule for Contract Output FPR-1

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-1.01	20%	$4,427,364	Achieve 75% footprint reduction by 9/30/2012 by completing all waste units and facilities identified in Table 21 above.

12.1.2 Contract Output FPR-2

Complete P Area Operable Unit (PAOU).

12.1.2.1 Description/Background/Justification

P Area Operable Unit, composed of P Reactor, ancillary facilities, and waste units as defined in the FFA, is the first reactor at SRS to be addressed using Area Completion Strategy, negotiated

with US Environmental Protection Agency (USEPA) and SCDHEC and supported by stakeholders. Key near-term waste unit cleanup and facility D&D activities must be performed to achieve PAOU completion.

12.1.2.2 Fee Schedule

Up to 24% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-2 as provided in the table below.

Table 22. Fee Schedule for Contract Output FPR-2

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-2.01	4%	$885,473	Complete evaporation/removal of P Reactor Disassembly Basin water by 9/30/2011
SRNSARRA FPR-2.02	3%	$664,105	Complete 105-P Reactor vessel cap installation by 9/30/2011.
SRNSARRA FPR-2.03	4%	$885,473	Complete grouting of the -40 and – 20 levels (excluding the reactor vessel) in the 105-P Reactor by 9/30/2011.
SRNSARRA FPR-2.04	2%	$442,736	Completion of the P-Area Ash Basin waste unit by 9/30/2011.
SRNSARRA FPR-2.05	2%	$442,736	Complete installation of cover over P Reactor Disassembly Basin by 11/30/2011.
SRNSARRA FPR-2.06	9%	$1,992,314	Complete PAOU by 12/31/2011.

12.1.3 Contract Output FPR-3

Complete R Area Operable Unit (RAOU).

12.1.3.1 Description/Background/Justification

R Area Operable Unit, composed of R Reactor, ancillary facilities, and waste units as defined in the FFA, is the second reactor at SRS to be addressed using Area Completion Strategy, negotiated with USEPA and SCDHEC and supported by stakeholders. Key near-term waste unit cleanup and facility D&D activities must be performed to achieve RAOU completion.

12.1.3.2 Fee Schedule

Up to 24% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-3 as provided in the table below.

Table 23. Fee Schedule for Contract Output FPR-3

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-3.01	2%	$442,736	Completion of R Area Process Sewer Lines waste unit by 9/30/2011.
SRNSARRA FPR-3.02	3%	$664,105	Complete 105-R Reactor vessel grouting and cap installation by 9/30/2011.
SRNSARRA FPR-3.03	2%	$442,736	Completion of R-Area Ash Basin waste unit by 9/30/2011.
SRNSARRA FPR-3.04	4.5%	$996,157	Complete grouting of -40 and -20 levels (excluding the reactor vessel) in 105-R Reactor by 9/30/2011.
SRNSARRA FPR-3.05	3.5%	$774,789	Complete installation of cover over R Reactor Disassembly Basin by 9/30/2011.
SRNSARRA FPR-3.06	9%	$1,992,314	Complete RAOU by 12/31/2011.

12.1.4 Contract Output FPR-4

Complete M Area Operable Unit (MAOU).

12.1.4.1 Description/Background/Justification

M Area Operable Unit will be the first Area Completion achieved under the Recovery Act. Completing the 45-acre MAOU addresses contaminated soils associated with waste units as defined in the FFA, and removes the remaining known sources to the 1,500-acre groundwater plume in M Area. Key near-term cleanup activities that must be performed to achieve MAOU Completion are described below.

12.1.4.2 Fee Schedule

Up to 1.25% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-4 as provided in the table below.

Table 24. Fee Schedule for Contract Output FPR-4

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-4.01	1.25%	$276,710	Submittal of the Rev 0 Post Construction Report to DOE-SR by 9/30/2010.

12.1.5 Contract Output FPR-5

Conduct Area Completion activities at the D Area Operable Unit (DAOU).

12.1.5.1 Description/Background/Justification

In the DAOU, waste units as defined in the FFA will be addressed. The DAOU ARRA scope to support Area Completion is the remediation of soils and sediments that are contaminated with volatile organic compounds, metals and/or pesticides, and soils and concrete that is contaminated with tritium. Key near-term activities that will be conducted at the DAOU are described below.

12.1.5.2 Fee Schedule

Up to 1.75% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-5 as provided in the table below.

Table 25. Fee Schedule for Contract Output FPR-5

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-5.01	0.6%	$132,821	Start operations of the D-Area Enhanced Soil Vapor Extraction System by 12/31/2010.
SRNSARRA FPR-5.02	1.15%	$254,573	Start operations of the D-Area soils & concrete thermal detritiation remediation system by 3/31/2011.

12.1.6 Contract Output FPR-6

Complete B-Area, to include the Heavy Water Components Test Reactor (HWCTR), 710-B, and Early Construction and Operations Disposal Site (ECODS) B3/B5.

12.1.6.1 Description/Background/Justification

Activities that will be conducted for the HWCTR Project, 710-B, and the Remediation of ECODS B3/B5 will support B Area Operable Unit Completion. Key near-term activities that will be performed to complete B-Area are described below.

12.1.6.2 Fee Schedule

Up to 3% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-6 as provided in the table below.

Table 26. Fee Schedule for Contract Output FPR-6

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-6.01	1.0%	$221,368	Complete grouting the HWCTR. Complete by 9/30/2011.
SRNSARRA FPR-6.02	1.0%	$221,368	Complete decommissioning of the HWCTR. Complete by 9/30/2011.
SRNSARRA FPR-6.03	1.0%	$221,368	Complete decommissioning of 710-B and remediation of ECODS B3/B5. Complete by 9/30/2011.

12.1.7 Contract Output FPR-7

Conduct Area Completion activities that support footprint reduction and/or regulatory compliance.

12.1.7.1 Description/Background/Justification

This scope includes the F Area Barrier Wall extension, the H Area Silver Chloride (AgCl) Injection System Installation and Operation and the K-Area Cooling Tower Decommissioning.

12.1.7.2 Fee Schedule

Up to 23% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-7 as provided in the table below.

Table 27. Fee Schedule for Contract Output FPR-7

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-7.01a	2%	$442,737	Complete construction of the H Area Base Injection/AgCl System by 12/31/2010.
SRNSARRA FPR-7.01b	2%	$442,737	Start operations of the H Area Base Injection/AgCl System by 9/30/2011.
SRNSARRA FPR-7.02	3%	$664,105	Complete decommissioning of the K-Area Cooling Tower by 12/31/2010.
SRNSARRA FPR-7.03	5.5%	$1,217,525	Completion of the F-Area barrier wall project by 9/30/2011.
SRNSARRA FPR-7.04	6%	$1,328,209	Complete D&D and cleanup of SATA by 9/30/2011.
SRNSARRA FPR-7.05	0.5%	$110,684	Submittal of the Rev 0 Statement of Basis/Proposed Plan for the Consolidated Incinerator Facility to DOE-SR by 9/30/2011.

Table 27. Fee Schedule for Contract Output FPR-7

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-7.06	4%	$885,473	Completion of the remaining General Plant Projects as identified: ATTA Construction, Gunsite 012 Remediation, and initiation of oxidizing agent injection at the A-014 (MACO II) site by 9/30/2011

12.1.8 Contract Output FPR-8

Conduct Area Completion activities that support footprint reduction and/or regulatory compliance.

12.1.8.1 Description/Background/Justification

This scope includes the Characterization and Remediation of the C Area Discharge Canal, C Reactor Groundwater, and C Area Operable Unit Waste Units Completion of this scope results in approximately 8% towards the 75% sitewide footprint reduction goal.

12.1.8.2 Fee Schedule

Up to 3% of the Performance Milestone Period allocated fee may be earned by Contract Output FPR-8 as provided in the table below.

Table 28. Fee Schedule for Contract Output FPR-8

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-8.01	0.30%	$66,410	Complete C Discharge Canal characterization and remediation by 9/30/2012.
SRNSARRA FPR-8.02	0.30%	$66,410	Complete C Reactor groundwater characterization and remediation by 9/30/2012.
SRNSARRA FPR-8.03	1.70%	$376,326	Complete C Area Operable Unit Waste Unit Characterization and Remediation by 9/30/2012.
SRNSARRA FPR-8.04	0.70%	$154,958	Complete PAR Pond Facilities D&D by 9/30/2011.

12.1.9 Contract Output FPR-9

Conduct Area Completion activities that support footprint reduction and/or regulatory compliance.

12.1.9.1 Description/Background/Justification

This scope includes the removal of the entire inventory of surplus, bulk reactor moderator (heavy water) from K-Area and the disposal of bulk reactor moderator to a appropriately permitted off-site facility. This scope and the associated fee will need to be funded from cost savings within the existing Baseline funding level and therefore is considered as a Super Stretch PBI.

12.1.9.2 Fee Schedule

Up to additional $3,000,000 fee may be earned, pending the identification of funding sources from cost savings to implement Contract Output FPR-9 Super-Stretch work scope.

Table 29. Fee Schedule for Contract Output FPR-9

Number	Allocated PBI Fee %	Fee Amount	Completion Criteria
SRNSARRA FPR-9.01	SUPER STRETCH	$1,500,000	Drummed Reactor Moderator: Remove entire surplus inventory from K-Area and disposition to an off-site facility by 9/30/2011.
SRNSARRA FPR-9.02	SUPER STRETCH	$1,500,000	Tanked (Undrummed) Reactor Moderator: Remove entire surplus inventory from K-Area and disposition to an off-site facility by 9/30/2011.

12.2 GFS/I Requirements for PBI No. SRNSARRA-FPR

- Timely Review/Approval of Documents – Provide within 15 calendar days of submittal reviews and approvals of final documents and products. Such submittals may include but are not limited to: FFA and RCRA regulatory documents and correspondence; Facility Decommissioning Reports; property disposition documents; Decommissioning End Point documents; Decommissioning Project Final reports; project management documents.
- Coordination of Activities for Acceptance Verification – Coordinate required activities support Mechanical Completion commitments, including, but not limited to: participating in timely facility inspections and walk downs upon completion of field construction activities; coordinating facility inspections and walk down inspections with representative(s) of the regulatory agencies (e.g., USEPA, SCDHEC, etc.) upon completion of field construction activities; and,

reviewing, signing and submitting regulatory letters documenting the completion of field construction activities and mechanical completion.

- Re-alignment of Due Dates in Response to Changed Conditions – Lead the effort to modify regulatory and/or contractual milestones or commitments due to changed or unexpected field conditions, including additional investigations; newly promulgated regulatory requirements or changes to existing regulatory requirements, agreements or vehicles; and, delays in the review and /or approval of regulatory, contractual or project documents.
- Inter-Agency Liaison – Serve as the lead agency in interactions with the Department of Defense regarding use of lands and facilities that may impact SRNS contractual and regulatory commitments, milestones and agreements and communicating the results of these interactions to SRNS.
- Historical Preservation Coordination – Serve as the lead agency in interactions with the State Historic Preservation Office regarding the preservation of land and facilities that may impact SRNS contractual and regulatory commitments, milestones, and agreements, and communicating the results of these interactions to SRNS.
- Regulatory Coordination – Coordinate regulator availability and provide regulators ready access to the Site to support project schedules for accelerated work through FY 2012, e.g. document reviews/approvals, issuance of permits, completion of walk downs.
- Notification of any changes in determinations made in accordance with the *Davis–Bacon Act of 1931* – Notify SRNS within 15 days of any work that is determined to be covered under the *Davis–Bacon Act of 1931* .
- Coordination of U.S. Forestry Service (USFS) Activities – Coordinate USFS activities such as controlled burns, animal control events (trapping, hunting, etc.) timber harvesting, pesticide application and other land management activities to minimize impact on SRNS activities.

13.0 GLOSSARY

Award Fee. See Performance Fee Agreement. Award fee is performance fee developed using subjective criteria.

Base Incentive. An incentive associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.

Baseline change proposal (BCP). The contractor normally generates the BCP for documenting baseline changes. It should provide a complete description of a proposed change and its resulting baseline impacts. The BCP serves as an audit tool for baseline changes. The BCP must be submitted in accordance with the baseline change control guidelines contained in the change control section of this document.

Baseline. The quantitative expression of the project scope, schedule, and cost against, which the status of resources and progress can be measured. The field maintains the project baseline as a collection of documents, including resource loaded schedule networks, cost estimates, and documented assumptions. The baseline is the key component of the project controls system because it documents the program plan for performing the work and provides the information required by DOE business practices for evaluating resources and program performance. For planning purposes, project baselines should reflect full regulatory compliance and should be based on reasonable out-year funding assumptions.

Change Control. A documented process applying technical and management review and approval of changes to technical, schedule, and cost baselines.

Completion Criteria. A defined set of performance actions, the completion of which objectively confirms achievement of a performance milestone

Contractor. The term contractor as used in this document refers to management and operation (M&O) contractor unless otherwise stated. Synonymous with contractor and M&O contractor is site contractor.

Federal Project Director (FPD). The FPD resides at either the field or HQ and serves as the single point of contact between Federal and contractor staff for matters relating to the project and its execution. The Program Secretarial Officer may delegate certain authorities and responsibilities to the FPD.

Fee Determining Official (FDO).The Fee Determining Official for ARRA is the Site Manager, Savannah River Operations Office.

Fiscal Year (FY). The U.S. government fiscal year begins on October 1 and ends on the following September 30 of every year.

Gateway. A gateway creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.

Hybrid Incentives. Hybrid incentives contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.

Integrated Incentive. An integrated incentive is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTs and trucks would be available to the various contractors when needed.

Integrated Planning, Accountability, and Budgeting System (IPABS). The objective of IPABS is

to establish a single integrated EM corporate database to support budget, performance, technical analyses, and inquiries for eliminating redundant requirements and reporting systems and providing a single source for data management. IPABS-IS should correlate to baselines. The IPABS-IS is IPABS user interface for data input and reporting.

Legacy Transuranic (TRU) Waste. The inventory of TRU waste existing at SRS on April 09, 2009.

Life cycle. Project inception through project completion.

Management and operating (M&O). "Management and operating contract" means an agreement under which the Government contracts for the operation, maintenance, or support, on its behalf, of a Government-owned or -controlled research, development, special production, or testing establishment wholly or principally devoted to one or more major programs of the contracting Federal agency (Federal Acquisition Regulations System Section 17.601).

Milestone. A milestone is an important or critical event with no duration required for achieving project objective(s). Milestones are comprised of a noun; modifiers; active, results-oriented verb; and a date. Milestones can signify activity starts and completions.

Objective Incentives. Objective incentives tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor's performance meets those objective terms.

Office of Engineering and Construction Management (OECM). The OECM is a DOE HQ organization within the Office of the Chief Financial Officer. It serves as DOE principal point of contact relating to program and project management and develops policy and assists in the planning, programming, budgeting, and execution process for the acquisition of capital assets in coordination with the PSO and project management support offices.

Office of Environmental Management (EM). DOE created this organization in 1989 to mitigate the risks and hazards posed by the legacy of nuclear weapons production and research. Included are an unprecedented amount of contaminated waste, water, and soil, and a vast number of contaminated structures remaining radioactive for thousands of years. EM is composed of the Offices of ER and Waste Management.

Organizational Breakdown Structure (OBS). The project's functional organization. Control accounts are identified at a natural intersection point of the Work Breakdown Structure and OBS.

Performance Based Incentive (PBI). See Performance Fee Agreement.

Performance Evaluation Measurement Plan (PEMP). The PEMP, required by the Contract, illustrates the process management will use to identify strategic goals that can be achieved by contract, develop performance incentives to accomplish that strategy, and verify completion of invoiced incentives. The Recovery Act PEMP is related to other project documents, such as the Project Execution Plan and the Quality Assurance Surveillance Plan.

Performance Fee Agreement (PFA). The PFA is between the federal government and a contractor, and identifies specific performance criteria that can be documented when completed, and an amount of fee, used as an incentive, associated with completing and documenting performance. The contract defines performance fee can be an incentive fee component for objective performance requirements (e.g. Performance-Based Incentive), and/or an award fee component for subjective performance requirements.

Performance Fee Agreement Schedule. A chronological listing of the Performance Fee Agreement completion criteria, including cost.

Performance Fee Board. Federal staff members of the Integrated Project Team who are responsible for reviewing all Performance Fee Agreement performance reporting, and providing recommendation to the Fee Determining Official concerning payment of fee.

Performance Measurement Baseline. The time-phased budget (budgeted cost of work scheduled) plan plus any undistributed budget against which project performance is measured.

Project Baseline Summary (PBS). The PBS is the main source of summary EM project information needed to support planning, budgeting, execution, and reporting/evaluation. IPABS-IS collects data by PBS, and EM funds projects by PBS. The majority of projects have one PBS. PBS is the common denominator for the planning, budgeting, execution, and reporting/evaluation functions.

Project Risk. A factor, element, constraint, or course of action on a project introducing an uncertainty of outcome and the possibility of technical deficiencies, inadequate performance, schedule delays, or cost overruns that could impact a mission. In the evaluation of project risk, the potential negative or positive impacts and the probability of occurrence must be considered.

Project. A unique effort supporting a program mission, having defined start and end points, undertaken to create a product, facility, or system, and containing interdependent activities planned to meet a common objective or mission. Project types include planning and execution of construction, renovation, modification, line items for maintenance and repair, environmental restoration, deactivation and decommissioning efforts, information technology, and large capital equipment or technology development activities. Tasks such as basic research, grants, ordinary repairs, maintenance of facilities, and operations are not considered projects. For simplicity, this document uses "projects" when referring to both programs and projects.

Stretch. A Stretch incentive motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.

Subjective Incentives. Subjective incentives use adjectival measures related to quality of service

or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

Super-Stretch. A Super Stretch Incentive is defined as a performance-based incentive designed to motivate the contractor to accomplish unbudgeted work through cost efficiencies and/or savings realized during execution of an existing performance measurement baseline and/or contract work authorization document. Work that is associated with a Super Stretch incentive may be initiated under a pre-approved (through the Change Control process) baseline planning package and then executed and completed under a work package. Because Super Stretch-incentivized work and the associated fee are unbudgeted and unfunded, the contractor must provide objective evidence that cost efficiencies/savings are realized or that cost efficiencies/savings are forecasted at a high degree of certainty. In some cases, initiation of a Super Stretch-incentivized planning package may result in an over-target baseline condition. The contractor is expected to exercise diligence and discretion to ensure work is completed and objectives are achieved under the existing approved performance baseline while planning and executing Super Stretch-incentivized work. Because a Super Stretch incentive is focused on delivery of an end product, measures and metrics must be objective.

Validation. Validation is a method of comparison between a Performance Fee Agreement and physical completion of performance criteria. The comparison is evaluated to determine adequacy of meeting the intent of the Performance Fee Agreement.

Verification. Verification is a method of comparison between a Performance Fee Agreement and documentation of completion of performance criteria. The comparison is evaluated to determine adequacy of documenting completion of the Performance Fee Agreement.

Work Breakdown Structure (WBS). The WBS is a product-oriented family tree subdivision of the work required to produce the end product. The WBS is structured in accordance with the way work will be performed and reflects the way in which project costs and data will be summarized and eventually reported.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
093	See Block 16C	10EM003208	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H-28 Performance Based Incentives
	D. OTHER *(Specify type of modification and authority)*

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.)*

A. The purpose of this modification is to incorporate the revised Performance Evaluation and Measurement Plan, which is attached hereto.

B. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
John W. Temple Director Contracts		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED
John W Temple	8/17/2010		8/17/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

U.S. Department of Energy
Savannah River Site

PERFORMANCE EVALUATION MEASUREMENT PLAN, Rev. 3

Savannah River Nuclear Solutions, LLC
CONTRACT NO. DE-AC09-08SR22470

Performance Period:
October 1, 2009 through September 30, 2010

Approval Page

Approval:

Charlene Smith _____ *8/17/2010*

Charlene Smith
Contracting Officer (CO)
DOE - Savannah River Operations Office

Date

Revision Summary Page

Rev. #	Rev. Date	Affected Sections / Pages	Description of Revision
0	10/01/09	All	Initial Issue for this performance period
1	1/28/2010	Management Comprehensive Performance Fee Agreement Page 6 of 16 under Contract Output:	SRNS2010MGT-01: "Assistant Manager for Nuclear Material Stability Projects" (i.e. "Subjective PBI Criteria") Delete from description: Load at least 20 HEU trailer on or before schedule (Reason for deletion: HEU is not shipped in trailers) Load a minimum of 20 LEU trailers (Reason for deletion: This PBI because of its importance relating to external agency commitments (e.g. Tennessee Valley Authority Interagency Agreement) has been added as an "objective" PBI) Complete modification of SNF cask (Reason for deletion: already established in an "Objective" PBI) Complete rail spur upgrades to support transfer of SNF to H Canyon (Reason for deletion: already established in an "Objective" PBI) Complete preliminary design for cask loading modifications and procure engineered equipment and design materials required for cask loading modifications (Reason for deletion: already established in an "Objective" PBI)
1	**1/28/2010**	**Nuclear Material Stability Performance Fee Agreement**	**Modify text as illustrated below: (Line through equals delete; line under text equals addition.)**
1	1/28/2010	SRNS2010NMS -02.01A	The first ~~70~~ 65kgs charged to H Area facilities dissolver; ~~(1% of fee {up to 5% of PBI fee} for each 14 kgs~~ $6,923 fee for each kg charged to the dissolver; invoiced quarterly) (Reason for changes: in consideration of the LAP material to also be processed in HBL, this Output is reduced by 5 kgs and added to output 02.01B; quarterly invoicing by the kg will greatly simplify validation. Fee {$50,000} was moved to Output 02.01B to balance fee per kg paid) ~~$500,000~~ $450,000
1	1/28/2010	SRNS2010NMS -02.01B	An additional ~~20~~ 45kgs charged to H Area facilities dissolver; ~~(1% of fee {up to 5% of PBI fee} for each 4 kgs~~ $12,222 fee for each kg charged to the dissolver; invoiced quarterly) (Reason for changes: the 5 kgs from Output 02.01A and 20 kgs from Output 02.01C are added to this output. The 45 kgs in Output 02.01B is considered to be the "challenge" quantity) ~~$500,000~~ $550,000
1	1/28/2010	SRNS2010NMS -02.01C	Delete whole incentive (Reason for changes: the fee per additional kg for Output 02.01C was inconsistent with (less than) Outputs 02.01A and B; Note: the fee associated with this Output has been reassigned to Contract Output: SRNS2010NMS-01) ~~$200,000~~
1	1/28/2010	SRNS2010NMS -02.02A	Complete ~~first receipt~~ readiness to receive LAP material in H-Area ~~(5% of PBI fee)~~ (Reason for changes: the Criteria inadvertently required "receipt" which is dependent upon Hanford, INL and OST support which are out of the control of SRS.)
1	1/28/2010	SRNS2010NMS -02.02B	Complete charging LAP material ~~upon receipt of last shipment~~. ~~(5% of PBI fee)~~ $41,666 fee for each drum content charged to the dissolver; invoiced quarterly. (Reason for changes: to pay for progress as each drum is dispositioned. Note: there are 12 drums total)
1	1/28/2010	SRNS2010NMS -01.02	Complete charging to the dissolver the balance/remainder of ~~un-irradiated~~ highly enriched uranium (HEU). The material to be processed will be documented in a DOE letter of technical direction. Fee is prorated for each kg charged to the dissolver; invoiced quarterly. ~~This quantity is currently estimated to be 600 kgs of HEU). (5% of fee {up to 15% of PBI fee} for each 200 kgs dissolved). If less than 600 kgs of HEU is available, up to 15% of this PBI fee will be paid upon completion of the remaining available HEU.~~ (Reason for changes: to simplify fee language; quarterly invoicing by the kg will greatly simplify validation)

1	1/28/2010	SRNS2010NMS – 01.03	Create incentive: For LEU trailers number 11 through 20 shipped in FY10, $20,000 fee will be paid; invoiced quarterly. (Reason for changes: Due to the high visibility of the HEU blend down program {external interagency agreement between TVA and DOE} a separate incentive for LEU shipments to TVA is justified. A total of 20 trailers are planned for shipment in FY10.) $200,000
1	1/28/2010	Acceptance Criteria:	
1	1/28/2010	SRNS2010NMS -01.03	Add acceptance criteria for new incentive: Review MC&A form 741 (transfer documents) for each LEU trailer.
1	1/28/2010	SRNS2010NMS -02.01C	Delete: ~~Physical inspection of dissolver log.~~
1	1/28/2010	SRNS2010NMS -02.02A	~~Complete physical inspection of shipment.~~ Ascertain contractor readiness for LAP receipt through DOE oversight and document reviews.
1	**1/28/2010**	**PEMP Attachment A**	**Modify text:**
1	1/28/2010		~~6,500~~ 6,700 ~~Preparations and Initial Charge of SNF Material to H-Canyon~~ SNF and HEU Processing ~~2,500~~ 2,300 Plutonium Processing and Storage **(Reason for changes: to account for fee movement ($200,000) from SRNS2010NMS-02 to SRNS2010NMS-03 and correct inaccurate descriptions.)**
1	1/28/2010	Nuclear Nonproliferation Program Performance Fee Agreement SRNS2010NNP Part B: Contract Output 3 Assumptions	Add Assumption Number 3
1	1/28/2010	Nuclear Nonproliferation Program Performance Fee Agreement	Add Section C: Multi-Year PBI
2	6/7/2010	Members of the IPT / Performance Fee Board	Changed Lance Schlag to TBD, Norm Powell to Beth Bilson, and Jeff Allsion to Jack Craig.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT	Allocated Fee: ~~$10,000,000.00~~ $10,285,000 (Subjective) ~~$3,800,000.00~~ $3,300,000 (Objective)
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 1	Up to $10,285,000 ~~Million~~ *(this incentive does not allow progress and/or provisional payment)* of the Comprehensive PBI will be paid for Contract Output 1.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 1	Assistant Manager for Integration and Planning: Modified for AMIP organization scope clarification
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 2	Up to 4.4% of the Comprehensive PBI will be paid for Contract Output 2.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 3	Up to ~~9~~ 5.2% of the Comprehensive PBI will be paid for Contract Output 3. **Description/Background/Justification:** The FY10-15 baseline will be continuously enhanced based on internal and external feedback. EVMS reporting will be formalized and routine corporate reviews will be standardized. ~~Furthermore, SRNS will use existing hardware and expand the Cobra functionality to the rest of M&O site users. This will include full replacement of ICTS and STARS forecast functionality.~~
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-03.02	~~SRNS2010MGT-03.02~~ ~~Date: 3/31/10~~ ~~Fee: $500,000~~ ~~Expand COBRA cost processing application to all site users.~~
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 4	Up to ~~9~~ 8.8% of the Comprehensive PBI will be paid for Contract Output 4.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 5	Develop and implement ~~an activity~~ a scope based ~~cost~~ planning approach ~~relative to the~~ for budgeting ~~and planning~~ of SRNS overhead and indirect cost programs. Up to 4.4% of the Comprehensive PBI will be paid for Contract

			Output 5.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 6	Up to ~~2~~ 1.5% of the Comprehensive PBI will be paid for Contract Output 6. **Description/Background/Justification:** As part of continual improvement of the Real Property Asset Management program, complete condition assessments on at least 20 percent of the SRNS mission critical structures by the end of fiscal year 2010. By the end of fiscal year 2010, have a condition assessment program in place to complete remaining SRNS FIMs facilities within five years.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-06.01	Completion Criteria: Complete condition assessments on at least 20% of the SRNS mission critical structures (identified as of 10-1-2009). This is part of a phased approach to perform condition assessments on all SRNS FIMs structures within 5 years.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-03.02 Acceptance Criteria	~~Demonstrate availability to all site users, and validation report on random sample testing of users.~~
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-06.01 Acceptance Criteria	1. Evidence of Periodic Customer Reviews (e.g. meeting minutes, rosters, etc.) 2. SRS Condition Assessment Personnel Training Guide 3. List of qualified CAS Inspectors 4. Condition Assessment Survey Process Desktop Guide 5. List of sixty (60) Completed Inspections by Structure Number representing at least 20 percent of SRNS Mission Critical structures identified in the DOE Facility Information Management System (FIMS) as of 10/1/2009. This list shall include: a. Name of Lead Inspector b. Inspection Completion Date c. Name of Inspection Validator (CAIS Administrator or designee). 6. Supporting Inspection Reports present in the DOE CAIS database OR on hard copy Inspection Packages 7. Condition Assessment Program (documented approach for inspecting SRNS structures) 8. Proposed schedule listing the buildings to be inspected each year for the following four years to complete the five year cycle
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS Contract Output 1	Up to ~~65~~ 67% of the allocated PBI fee will be paid for Contract Output 1 as follows:
2	6/7/2010	Nuclear Materials Storage and Disposition SRNS2010NMS-01.01B	Fee: ~~$1,500,000~~ $4,000,000 Completion Criteria: Complete the following H Canyon preparations to receive and charge SNF based upon mutually agreed on scope of work. 1. Upgrade/Modify Analytical Lab for SNF & Declare Readiness ($150,000) 2. Perform Design for H-Canyon SNF Processing Modifications ($100,000) 3. Install Modifications for H-Canyon SNF Processing ($1,000,000) 4. Install Tunnel and Airlock Improvements ($195,000) 5. Revise and Approve Security and MC&A Documents ($200,000) 6. Revise and Approve Procedures Based on SNF and 3009 DSA Changes ($905,000) 7. Complete Training for SNF and 3009 DSA ($950,000) 8. Complete RA and all Pre-start Items ($100,000) 9. Charge first SNF material to H Canyon Dissolver. ($400,000)
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-01.01C	~~**SRNS2010NMS-01.01C**~~ ~~$2,500,000~~ ~~Charge first SNF material to H Canyon Dissolver~~
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS Contract Output 2	Up to ~~25~~ 23% of the allocated PBI fee will be paid for Contract Output 2 as follows:
2	6/7/2010	Nuclear Materials Storage and	~~Dissolve~~ Disposition Pu: ~~material currently stored or received in K-~~

		Disposition – SRNS2010NMS-02.01	~~Area:~~
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-02.01B	Date: 9/30/10 Fee: Up to ~~$550,000~~ $220,000 Completion Criteria: An additional ~~45~~ 30kgs charged to H Area facilities dissolver(s); $7,333 ~~12,222~~ fee for each kg charged to the dissolver; invoiced quarterly.
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-02.01C	Date: 9/30/10 Fee: Up to $55,000 Completion Criteria: Prepare 235-F Deactivation "Mission Need" Package
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-02.01D	Date: 9/30/10 Fee: Up to $275,000 **Completion Criteria:** Implement Pu Processing improvements including: 1. Fabricate/test jumpers (4) for conversion of Tank 11.5 to a Pu Receipt Tank. ($55,000) 2. Perform spray nozzle testing to support increase of eductor ratio (by minimum of 2x) for Pu transfers from HBL Product Hold Tanks to H-Canyon. ($20,000) 3. Fabricate/test jumpers (6) for Tanks 16.1 and 15.3. ($55,000) 4. Technology development for increased Pu throughput. ($145,000)
2	6/7/2010	SRNS2010NMS-01.01B Acceptance Criteria	~~Verify H Area Authorization Agreement for spent fuel processing is approved prior to September 30, 2010.~~ Validate completed work scopes as follows: 1) Assess FSA (or startup review as documented in the SNR) 2) Review design package(s), 3) Review completed work package(s), 4) Review completed work package(s), 5) Review revised approved Security and MC&A documents, 6) Review revised and approved procedures, 7) Review Qualification Records and assess selected Oral Boards and/or Written Exams as appropriate, 8) Assess Contractor RA (or startup review as documented in SNR) and 9) Review charging log.
2	6/7/2010	SRNS2010NMS-01.01C Acceptance Criteria	~~Documentation that a SNF shipment, stored in the L-Area wet basin, was shipped from L-Area in a refurbished 70-Ton Cask, and began dissolution in H Canyon by the end of FY10.~~
2	6/7/2010	SRNS2010NMS-02.01C Acceptance Criteria	Review completed package(s) approved by NMO that includes as a minimum: mission need statement, project scope, planning budget estimate, customer expectations, initial risk analysis and project estimate.
2	6/7/2010	SRNS2010NMS-02.01D Acceptance Criteria	(1) Review completed work package(s), (2) Witness spray nozzle demonstration, (3) Review completed work package(s), (4) Breakout of technology developments: (a) Witness Operation of Demonstration Model for Vacuum Salt Distillation [Fee = $44.6K], (b) Review Technical Report for Peroxide Fusion Experiments [Fee = $39.2K], (c) Review Conceptual Strategy for Limited Phase I DCS [Fee = $25.1K], (d) Review Conceptual Strategy for Southline SOW [Fee = $17.6K] and (e) Review VA for HBL/H-Canyon Rollup [Fee = $18.5K].
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement – SRNS2010NNP Contract Output 7A	~~Complete the PDCF Manipulator Final Design and issue the PDCF Manipulator Final Integrated Design, PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010.~~ Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDC IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010.
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7A Completion Criteria	Changed Completion Criteria 3 and 4 ~~3. Upon completion of the Preliminary Design, a Final Design of the PDCF manipulators will be developed, reviewed, review comments incorporated, and accepted by the IPT.~~ ~~4. The Contract Measure will be satisfied when the manipulator Final Designs are accepted by the IPT. PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010.~~ 3. Upon completion of RMG preliminary designs for all process lines, the RMG vendor will complete sufficient detail design and modeling of RMG components and interfacing glovebox features

			to support conceptual design of the RMG test bed, and complete test bed conceptual design and models. 4. The contract measure will be satisfied when the manipulator test bed conceptual designs and models are presented by PaR Systems in a televised (I Link) presentation, and approved by the PDC RMG Design Authority: Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDCF IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010 ($152,250).
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7A Assumptions	~~3. The IPS includes eight URS review activities in parallel with eight LANL reviews, which must be completed to meet the Milestone date.~~ 3. The IPS contains concurrent reviews of PaR System designs and models by LANL, URS, and SRNS which must be completed to meet the milestone date.
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7B	**7B.** ~~Satisfactorily complete 3013 qualification tests for the PDCF 3013 inner can with the results of the PDCF inner can qualification effort documented in a PDCF 3013 Inner Can Qualification Report and meet NQA-1 requirements. (PDCF IPS Activity W24501XDOL, scheduled for Sept 23, 2010.) SRNL is performing a re-qualification of the 3013 Inner can for the PDCF Project. This re-qualification is required because the PDCF 3013 inner can design required changes from the previously qualified design, to accommodate a larger PDCF Convenience Can.~~ Satisfactorily Complete re-design of the PDC 3013 inner can, design, procurement, installation, and testing of Bagless welding, cutting, and glovebox sealing components for operation with the modified PDC Inner Can, SRNL POW schedule item RRBTS2180, Modified BTS System Checkout / Test, to be entered in PDC IPS with scheduled completion August 1, 2010. ($304,500)
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7B Completion Criteria	~~2. SRNL will have procured, welded and preliminarily tested an initial complement of cans to exercise equipment and establish initial qualification parameters (e.g. drop height) in FY09.~~ ~~3. SRNL will procure a compliment of 3013 inner cans using a Compensatory Action Plan (CAP) to assure compliance with applicable NQA-1 requirements.~~ ~~4. The 3013 inner cans will be welded, inspected, and leak tested.~~ ~~5. Limited testing (visual examination, leak testing & drop test) of the welded 3013 inner cans will be performed to the 3013 Std. requirements identified by the DOE 3013 Design Authority.~~ ~~6. The results of this testing will be documented in a PDCF 3013 Inner Can Qualification Report.~~ 2. SRNL will have issued revised 3013 inner can designs, revised the can procurement to utilize the modified designs, and submitted the modified designs to LANL and URS to support modification of interfacing equipment. 3. SRNL will have modified designs and procured modified components for cutter clamps and closure devices, welder tip and weld clamps, Bell Jar seals, glovebox sphincter seals, and the tool axis mount plate. 4. SRNL will assemble modified components in the PDC Canning Development Lab on the prototype BTS System, perform tests of the modified components on the installed assembly, and write a BTS System Readiness Test Report. 5. SRNS Product Canning System Design Authority will approve the BTS System Readiness Test Report.
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement – SRNS2010SRNL Allocated Fee	Allocated Fee: ~~$3,500,000~~ $3,215,000
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement – SRNS2010SRNL Contract Output 1	**Contract Output: SRNS2010SRNL -01** Book new revenue (Total Project Cost) of at least $60M in FY 2010. (Site M&O and LW work scope performed by SRNL will not be included) Up to ~~40~~ 43.5% of the allocated PBI fee will be paid for Contract Output 1
2	6/7/2010	Savannah River National	**Contract Output: SRNS2010SRNL -02**

		Laboratory Performance Fee Agreement – SRNS2010SRNL Contract Output 2	Up to ~~30~~ 32.7% of the allocated PBI fee will be paid for Contract Output 2.
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement – SRNS2010SRNL Contract Output 3	Contract Output: SRNS2010SRNL -03 Enhanced SRNL Infrastructure and Facility Safety Up to ~~30~~ 23.8% of the allocated PBI fee will be paid for Contract Output 3.
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement Contract Output 3 Number SRNS2010SRNL-03.01	Fee: Up to $240,000 Completion Criteria: Build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure a safe and secure workplace. Fee for this completion criteria is based on the range below: a. Replace 735-A, C Wing (new section) and D Wing Roofs and D160 HVAC ($105K) b. Replace RREX-FAN-ER Regulated Exhaust Fan and install new glovebox and hood (773-A/B150) ($15K) c. Complete annual DSA update and TSR to incorporate interim guidance and REEF operation. Complete DSA update and TSR to close out flash spray JCO by 6/30/10 ($60K) d. Develop IGPP process and formally submit to DOE-SR for approval for implementation at SRS ($51K) e. Seal exterior walls of E-Wing 773-A ($9K) (Note: ventilation and elevator repairs were not funded for FY10 and may be moving to ARRA scope)
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement Acceptance Criteria SRNS2010SRNL-03.02	Review and evaluation of documents verifying additional SRNL-secured office and/or laboratory space suitable to support additional business scope
2	6/7/2010	Site Infrastructure Performance Fee Agreement	Allocated Fee: ~~**$1,000,000.00**~~ **$1,500,000** **Performance Outcome:** The Contractor shall pursue site infrastructure re-investment projects and support the biomass projects to achieve mission goals and ensure a safe and secure workplace for all SRS personnel. In addition, power house repairs and upgrades will be completed to ensure uninterrupted service for the power customers.
2	6/7/2010	Site Infrastructure Performance Fee Agreement – SRNS2010SI Add a new Contract Output	**Contract Output: SRNS2010SI-03** **D Area Powerhouse Reliability:** This scope will facilitate the continued, uninterrupted operation of the D-Area powerhouse by providing equipment upgrades, rebuilding and refurbishments, and replacements. It also provides a plan for the manpower and IT support necessary to manage and perform these tasks.
2	6/7/2010	Site Infrastructure Performance Fee Agreement add SRNS2010SI-03.01	Date: 8/31/10 Fee: $300,000 Completion Criteria: Fee shall be awarded upon the successful completion of the following Power House work scope, as detailed in specific work packages: 1. Chemical Tanker Unloading Station (design and construct a new chemical tanker unloading station for D Area) 2. Service Water piping replacement (incrementally replace suspect sections of piping based on known deficiencies and water flow problems) 3. D3 Boiler Tube replacements (replace 91 tubes on the west wall, and partially replace 19 wall tubes that have less than minimal wall thickness) 4. D3 Boiler Air Pre-heater Tube replacement (replace damaged sections of tubes in the lower bank of the boiler air preheater section)
2	6/7/2010	Site Infrastructure Performance Fee Agreement add SRNS2010SI-03.02	Date: 9/30/10 Fee: $200,000 Completion Criteria: Fee shall be awarded upon the successful

			completion of the following Power House work scope, as detailed in specific work packages: 1. Establish remote operation of the Ash Handling System control panel (move operational controls to the control room) 2. Precipitator Hoppers repairs (repair / replace plate metal if less than 50% remaining thickness) 3. D Area Administrative upgrades (replace HVAC for control room and upgrades for IT infrastructure) 4. 484-D Environmental Sump line replacement (Install new carbon steel pipe from the sump pumps to the south side of the asphalt road out side of the 484-D fence. The remaining discharge line will be converted to HDPE pipe. See detailed work package.)
2	6/7/2010	Site Infrastructure Performance Fee Agreement SRNS2010SI-03.01 Acceptance Criteria	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.
2	6/7/2010	Site Infrastructure Performance Fee Agreement SRNS2010SI-03.02 Acceptance Criteria	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP	Replaced percentage values with dollars.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP Contract Output 3	Reduced Contract Output 3 R&D fee amount from $347,400 to $80,000 and defined completion criteria. **Essential Fee** 1. $20,000 available fee for Completion of Criterion 1. 2. $60,000 available fee for Completion of Criterion 2. **Completion Criteria** 1. Develop design for Gen1 Hydride Bed with Thermal Enhancement Cartridge Heater modification (Tech Mod). By September 30, 2010 have an approved design calculation and engineering drawing for Gen1 Rev. 2 (Tech Mod) hydride bed. **2.** Implement Automated Control System for Mini-TCAP in HRTL. Complete by September 30, 2010 a Mini-TCAP system which will function 24/7 under automatic control.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP Contract Output 4	Increased Contract Output 4 essential fee amount from $694,800 to $769,800 and added Completion Criteria 5. **Essential Fee** 1. $231,600 available fee for Completion Criterion 1; $115,800 for 1.a and $115,800 for 1.b. 2. $289,500 available fee of the Completion Criterion 2; $57,900 for 2.a, $57,900 for 2.b, $57,900 for 2.c and $57,900 for 2.d., $28,950 for 2.e and $28,950 for 2.f . 3. $57,900 available fee for Completion Criterion 3 4. $115,800 available fee for Completion Criterion 4; $57,900 for 4.a and $57,900 for 4.b. **5.** $75,000 available fee for Completion Criterion 5. **Completion Criteria** 5. For project Y548 TEF Warehouse, Mechanical Complete with no outstanding "A" punch-list items by September 30, 2010.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP Contract Output 8	Increased Contract Output 8 essential fee amount from $1,737,000 to $1,929,400 and added Completion Criteria 2 and 3. Up to $1,929,400 of the allocated Tritium Programs PBI fee may be earned by Contract Output 8 as follows**.** **Essential Fee** 1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Business Management. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

			2. $42,400 can be earned for Completion of Criterion 2. 3. $150,000 can be earned for Completion of Criterion 3. Completion Criteria 2. Review the SRNS Tritium Programs Contractor Assurance System (CAS) to Malcolm Baldridge Performance Excellence Criteria (MBPEC). SRNS will issue a report documenting CAS maturity to MBPEC.** The assessment will result in an overall scoring band for process and results with an executive summary listing the overarching key themes (i.e., cross-cutting key themes and OFIs based upon a "show me challenge") by July 16, 2010.* * Not later than date- Actual date will be based on Steering Committee Finalization of the plan. ** Excellence in Missouri Foundation "Show Me Challenge" criteria. 3. Accelerate a cost/forecasting module using the Enterprise Resource Planning (ERP) products. These reports will serve as Tritium's cost management tools leading the way for site usage of the ERP system. By September 30, 2010 issue first set of reports with available data. Reports will include actual cost data as well as forecasting information. Report suite will include flow down of B&R information as well as functional query results.
3	7/28/2010	Management Comprehensive Performance Fee Agreement (page 6 of 17) under Contract Output 1 section for Assistant Manage for Nuclear Material Stability Projects.	~~• Complete the procurement and receive 10 HFIR racks on or before schedule~~
3	7/28/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-01.03.	**Fee:** Up to ~~$200,000~~ $280,000 Fore LEU trailers number 11 through number ~~20~~ 24 shipped in FY10, $20,000 fee will be paid; invoiced quarterly.
3	7/28/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.01B.	**Fee:** Up to ~~$220,000~~ $198,000 An additional ~~30~~ 27 kgs charged to H Area facilities dissolver(s); $7,333 fee for each kg charged to the dissolver' invoiced quarterly.
3	7/28/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.01D.	**Fee:** Up to ~~$275,000~~ $342,000 Additional Completion Criteria: 5. Disposition H Canyon Pu solution to DWPF Sludge Batch (at $800 per kg – up to $32,000) 6. Complete the analytical work to develop proposed Criticality Safety Limits (CSLs) for EU/Pu dissolving and complete the criticality CHAP tables associated with receipt and dissolving of EU/Pu material. ($35,000)
3	7/28/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.02B.	**Fee:** Up to ~~$500,000~~ $375,000
3	7/28/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.01D.	New Acceptance Criteria: (5) Provide appropriate procedure and/or log reflecting Pu transfer to DWPF Feed Tank (i.e. Tank 51), (6) For the proposed Criticality Safety Limits (CSLs), verify that KENO VI runs demonstrate k-eff values are less than k-safe, and verify criticality CHAP tables completed for EU/Pu receipt and dissolution in accordance with SCD-3 (Nuclear Criticality Safety Program Manual) and SCD-11 (CHAP Methodology Manual).
3	7/28/2010	Added: SRNS2010NNP-7D	FEE: $450,000 Prepare and submit for NNSA review a PDC CD-1 package by September 27, 2010.
3	7/28/2010	SRNS2010NNP: Nuclear Nonproliferation Program	Allocated Fee: ~~$8,570,000~~ $9,020,000
3	7/28/2010	SRNS2010NNP: Nuclear	**~~$1,500,000~~ $1,950,000 of the Nuclear Nonproliferation PBI will be**

		Nonproliferation Program Contract Output 7	**paid for executing assigned work related to the PDCF project activities.** **~~35%~~ 50% (~~$525,000~~ $975,000) of the allocated fee for PDCF project activities will be earned as follows:**
3	7/28/2010	Added: SRNS2010NNP-7D	**7D.** The scope of this contract output includes the preparation and submittal of the PDC CD-1 report package to NNSA-SR in accordance with DOE O 413.3 (current version) and DOE S 1189. ($450,000) Note: Support for NNSA-SR/NNSA-HQ reviews of the CD-1 package will extend into the first quarter of FY2011. This deliverable will be captured in the FY2011 NNP PBI currently under development. **Completion Criteria:** 1. Based on the accelerated strategy, submit complete and acceptable PDC CD-1 package to NNSA-SR by September 27, 2010. 2. Early, preliminary copies of draft CD-1 documents are made available to NNSA in an organized format for parallel reviews. 3. Quality of CD-1 documents is such that minimal revisions are identified and the content complies with DOE O 413.3 (current version) and DOE S 1189. **Assumptions:** 1. Up to 100% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion. 2. Substantive changes or delays are outside of contractor's control. 3. A CD-1 resource loaded schedule is available for NNS acceptance by 23 July 2010. Schedule is maintained to reflect actual status and it is aligned with ongoing work efforts. 4. CD-1 documents will be delivered per the CD-1 document tree Rev E (or current) and 23 July 2010 project schedule. **Government Furnished Services / Items:** 1. None identified
3	7/28/2010	SRNS2010NNP: Nuclear Nonproliferation Program Contract Output 8	**~~65%~~ 50% ($975,000) of the allocated fee for PDCF project activities will be earned as follows**

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Acronyms

AM	Assistant Manager
BCP	Baseline Change Proposal
CCB	Configuration Control Board
CMP	Contractor Management Plan
CPAF	Cost Plus Award Fee
DOE	U.S. Department of Energy
DEAR	Department of Energy Acquisition Regulations
EM	DOE Office of Environmental Management
EMAAB	Environmental Management Acquisition Advisory Board
EVMS	Earned Value Management System
FPD	Federal Project Director
FAR	Federal Acquisition Regulations
FY	Fiscal Year
FDO	Fee Determining Official
GFSI	Government Furnished Services & Items
IMP	Interface Management Plan
IPABS	Integrated Planning, Accountability, and Budgeting System
IPABS-IS	IPABS-Information System
IPT	Integrated Project Team
M&O	Management and Operating Contractor

NNSA	National Nuclear Security Administration
OD	Office Director
PBS	Project Baseline Summary
PBI	Performance Based Incentive
PEMP	Performance Evaluation and Measurement Plan
RMP	Risk Management Plan
SME	Subject Matter Expert
SOW	Statement of Work
SRNS	Savannah River Nuclear Solutions
WBS	Work Breakdown Structure

1. Purpose

This document serves as the fiscal year 2010 Performance Evaluation Measurement Plan (PEMP) identified in Section H-28, *Performance Based Incentives,* of Contract No. DE-AC09-08SR22470 between the U.S. Department of Energy (DOE) Environmental Management (EM) Savannah River (SR) and Savannah River Nuclear Solutions (SRNS) LLC, approved January 10, 2008.

This document was developed by DOE and SRNS to provide lessons learned from the previous performance period; illustrate performance improvements for this fiscal year, and identify performance incentives and metrics for all work performed by this contractor. Work in support of the American Recovery and Reinvestment Act (ARRA) is addressed in a separate PEMP.

The SRNS contract is a cost plus award fee (CPAF) performance-based management and operating (M&O) contract, regulated under Department of Energy Acquisition Regulation (DEAR), Subchapter I, *Agency Supplementary Regulations*, Part 970, *DOE Management and Operating contracts.*

This document addresses development of Performance Fee Agreements between DOE-SR and SRNS. This includes administration of performance measures, including Performance-Based Incentives (PBI), and award fee defined in the contract, Section B, *Supplies or Services and Prices/Costs.*

National Nuclear Security Administration (NNSA) and EM incentives established under the contract are contained in the PEMP as are provisions regarding payment of incentives and award fee. Specific provisions regarding payment of an incentive, or an award fee, may also be included in the incentive itself.

2. PEMP Integrated Project Team (IPT)

The PEMP Integrated Project Team (IPT) has been established in accordance with DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*. The team's charter defines specific roles and responsibilities of the IPT. The IPT consists of representation from DOE EM, NNSA, and SRNS. See Attachment C.

The IPT provides oversight of site contracts, monitoring performance against project baselines during all project phases, from contract award to contract completion, in order to satisfy mission need at Savannah River. Oversight is based on directive DOE O 226.1A, *Implementation of Department of Energy Oversight Policy.* Savannah River Site manual SRM 226.1.1B, *Integrated Performance Assurance Manual (IPAM),* and procedure SRIP 430.1, *Facility Representative Program*, are used to document project status and identify performance issues.

IPT members who are federal employees also participate on the Performance Fee Board, assisting the Fee Determining Official (FDO) with final fee determination. The Board is described in the section of the PEMP discussing the payment process.

In establishing the IPT, the site has assembled a group of professionals representing diverse disciplines with knowledge, skills, and abilities necessary for successful execution of the project. IPT members are qualified for their respective positions and are assigned the proper level of authority to make decisions, with responsibility and accountability for their actions.

The Assistant Manager of Integration and Planning (AMIP) leads the IPT, supported by federal and contractor staff. The staff is supported as needed by Subject Matter Experts (SME) as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

3. The PEMP Process

The PEMP process for SRNS is based on fiscal year performance as identified in the contract.

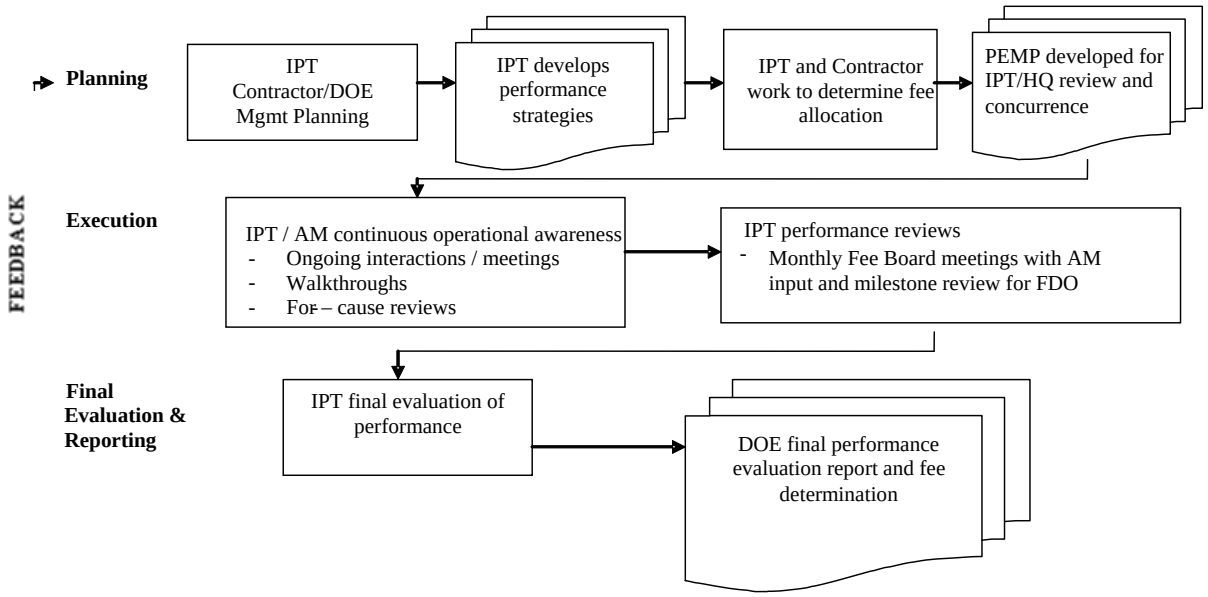

Figure 1: An example of a performance evaluation and measurement process**{**tc "Figure 1: An example of the Performance Evaluation and Measurement process" \f C \l 1**}**

3.1. Fiscal Year 2010 IPT performance schedule

Development of the fiscal year 2010 PEMP performance schedule began in July of fiscal year 2009 allowing time for identification of milestones with agreement between DOE and SRNS.

Following is the fiscal year 2010 IPT monthly schedule:

October 2009	Monthly IPT meeting Contractor performs annual performance self-assessment appraisal for FY2009 Performance issues/resolution Contractor provides Statement of Costs Incurred and Claimed through September 30
November 2009	Monthly IPT meeting Performance issues/resolution FDO makes decision on FY2009 award 60 days after receipt of contractor assessment
December 2009	Monthly IPT meeting Performance issues/resolution

January 2010	Monthly IPT meeting Performance issues/resolution
February 2010	Monthly IPT meeting Performance issues/resolution
March 2010	Monthly IPT meeting Performance issues/resolution
April 2010	Monthly IPT meeting Performance issues/resolution
May 2010	Monthly IPT meeting Performance issues/resolution
June 2010	Monthly IPT meeting Performance issues/resolution Draft 2011 Performance Fee Agreement strategies
July 2010	Monthly IPT meeting Performance issues/resolution Identify revisions to PEMP Draft 2011 Performance Fee Agreement statements and measures
August 2010	Monthly IPT meeting Performance issues/resolution Draft 2011 Performance Fee Agreement payment plans and schedules Submit draft PEMP and Performance Fee Agreement to headquarters for review
September 2010	Monthly IPT meeting for fiscal year2010 milestones Performance issues/resolution Fiscal year 2011 PEMP / Performance Fee Agreement approved by HQs and issued to SRNS
October 2010	Monthly IPT meeting for fiscal year2010 and fiscal year2011, if applicable Contractor performs annual performance self-assessment appraisal for FY2010 Performance issues/resolution Contractor provides Statement of Costs Incurred and Claimed through September 30
November 2010	Monthly IPT meeting for fiscal year2011 milestones Performance issues/resolution FDO makes decision on FY2010 award 60 days after receipt of contractor assessment

3.2. Performance Document Hierarchy

The PEMP is subordinate to the prime contract. Therefore, where matters of interpretation are concerned the original contract supersedes the PEMP and represents the final decision. Any matters of interpretation are to be identified to the DOE-SR CO for resolution.

3.3. Performance Planning

The PEMP is developed with federal and contractor staff input. Both federal and contractor parties strive to reach mutual agreement on expected business, operational and technical performance and work together to develop incentives and award fee descriptions and associated measures tied to key end products, DOE strategic goals and objectives. Incentives and fee demonstrate direct flow down of DOE strategic goals and priorities.

The CO reserves the unilateral right to make final decisions on all performance objectives and incentives (including the associated measures and targets) used to evaluate contractor performance, including any modifications.

The PEMP is revised and approved prior to the beginning of each evaluation period. Only the CO can change the PEMP. No changes will occur to the PEMP in the last 60 days of the evaluation period, unless with bilateral agreement between the CO and the contractor.

The CO may mutually negotiate with the contractor additional available fee for additional work not covered by the available budget. The funds for such work and the associated available fee is funded through the contractor's efficiencies in accomplishing the otherwise funded work. The additional work must be performed in a safe manner meeting all necessary requirements; and the performance of the additional work cannot affect the safe, proper performance of the otherwise funded work. Any additional work will be authorized in accordance with provision in the contract Section H entitled, *Work Authorization System* and is considered Super Stretch scope. This additional work falls under the management of DOE O 412.1A, *Work Authorization System*.

Clause I.42 DEAR 970.5215-4, *Cost Reduction*, provides an opportunity for the contractor to identify areas where cost reductions may be affected and develop and submit a Cost Reduction Proposals (CRP) to the CO. If accepted by the CO, SRNS may share in any net savings in accordance with paragraph (g) of this clause.

3.4. Incorporating DOE, EM and Site Mission{tc "Incorporating DOE, EM and Site Mission into strategic Outcome, Outputs and Measures" \f C \l 3}

The Savannah River Site publishes a Strategic Plan each year in support of DOE-EM and NNSA missions. The Strategic Plan articulates the site vision and missions to successfully execute current missions while welcoming and preparing for new opportunities.

The 2009 Strategic Plan identified 82 strategies. During the past several months federal and contractor staff have worked together to define supporting performance measures for those

strategies in order to develop performance statements, metrics and milestones. As a result of this effort, EM, NNSA and site missions are tied to the contract statement of work.

Functional areas of the contract statement of work identify mission-critical outcomes. Outputs and measures define how work is performed in order to meet the outcomes. This framework is used to develop the detailed performance criteria in the Performance Fee Agreement.

3.5. Completion Criteria and Validation Documentation{tc "Completion Criteria and Initial Fee Consideration" \f C \l 3}

The IPT develops performance criteria to complete contract outputs. The criterion considers fee allocation based on risk assumptions, including Government Furnished Services/Items (GFS/I). Assumptions and GFS/I are identified in Work Breakdown Structure (WBS) Basis of Estimate (BOE), and are communicated to the DOE through the Contractor Performance Baseline (CPB).

Verification documentation is identified within the Performance Fee Agreement to ensure DOE and contractor agrees what constitutes completion of the performance. This documentation can take many forms such as a shipping manifest, completion of a walk-down, a report, etc. It is important that actual means of verification is agreed to and documented during the Performance Fee Agreement development.

NOTE: Performance language should reflect sensitivities relative to site activities and facilities, and operational security (OPSEC), according to DOE O 470.4A, *Safeguards and Security Program*.

3.6. Risk Management

DOE site management uses an integrated risk management process for the EM Life Cycle baseline. This process provides programmatic risk analyses of the EM Scope of Work, establishes a process for identification and management of risks within, and integrates risk data from prime contractors.

The SRS integrated approach to risk management ensures project teams and management are involved in the risk management process: risk identification, grading, handling, impact determination, and integration. The process concludes with preparation of the Risk Management Plan (RMP) and contingency estimates contained in the SRS Risk Summary and Integrated Contingency Analysis. Each project RMP provides a summary description of the integrated approach employed in the development of a project risk plan.

A risk and opportunity assessment process is used to identify risks and opportunities associated with each project. The risks and opportunities are analyzed and handling strategies developed to ensure risks are managed to acceptable levels and opportunities are availed to improve the probability of successful completion of the project work scope. A detailed description of the methodology employed for the risk and opportunity assessment conducted by each of the Integrated Project Risk Teams appears in *Systems Engineering Methodology Guidance Manual*.

3.7. Performance Fee Agreement

A Fee Allocation Model is developed by the IPT and used to demonstrate distribution of contract fee based on weighting of funding, priority and complexity. The Fee Allocation Model outcome is used to develop expected fee earning based on the Performance Fee Agreements.

A Performance Fee Agreement is an agreement between the federal government and a contractor identifying specific performance criteria that represents implementation of mission strategy and contains criteria for evaluating performance completion. The agreement identifies an amount of fee, used as an incentive, associated with completing and documenting performance.

There are several formats for developing Performance Fee Agreements. The following are definitions provided by EM:

OBJECTIVE INCENTIVES tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor's performance meets those objective terms.
SUBJECTIVE INCENTIVES use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.
HYBRID INCENTIVES contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.
BASE INCENTIVE is associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.
STRETCH INCENTIVE motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.
SUPER-STRETCH INCENTIVE motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-

stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.
MULTI-YEAR or GATEWAY creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.
INTEGRATED INCENTIVE is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTS and trucks would be available to the various contractors when needed.

The Performance Fee Agreement is documentation of objectives and completion criterion, which includes risk analysis and assumptions. An agreement should include:

Consistent nomenclature
Correlation to Work Breakdown Structure
Performance period and allocated fee
Federal and contractor points of contract, review and approval
Performance outcome
Contract output (from contract statement of work)
Output requirement (from contract listing of directives and standards)
Completion criteria, including specific criteria to demonstrate completion
Evaluation criteria

The agreements represent formal and binding performance fee expectations on the part of DOE and SRNS and identify the fee allocation amount for each performance component.

The IPT may determine early fee payment is an appropriate incentive for work completed ahead of schedule, provided all other requirements for completing work are satisfied, and necessary change/configuration controls and risks have been addressed.

4. Change Control

All correspondence regarding proposed changes to Performance Fee Agreements shall be sent to the CO. The CO consults with the appropriate Assistant Manager/Office Director (AM/OD) to determine if the proposed change impacts the CPB. If the proposed change does not impact the baseline, the CO will issue correspondence to the contractor that incorporates the advice of a Subject Matter Expert concerning the proposal.

Action directed by CO correspondence is considered to be within scope of work of the existing contract. If the contractor considers that carrying out this direction may increase contract costs or delay any delivery, the contractor shall promptly notify the CO orally, confirming and explaining the notification in writing as soon as possible, but within no more than five (5) working days. Following oral notification and submission of the written notice of impacts, the Contractor shall await further direction from the CO prior to implementing the action.

If the proposed change impacts the baseline, then the CO will request the contractor to develop a Baseline Change Proposal (BCP) for review by the federal configuration control board. DOE has an established configuration control board (CCB) with assigned levels of approval authority based on change thresholds and/or contractual authority. This approach was designed to ensure changes can be addressed rapidly without compromising control. Both parties recognize that modified work scope may occur and change control actions will be processed in a timely manner.

5. Federal Oversight of Contractor Performance

Central to administration of the contract is assessment of contractor performance. All federal staff members performing assessments are expected to understand terms and conditions of the contract. In order to verify performance, a systematic process of assessment, analysis, documentation and feedback will be required. A range of assessment techniques from data/metric reviews and analysis, to review of self-assessments by the contractor, to formal multidisciplinary assessments will be employed. The assessments will be tailored based on the level of definition of the work requirements and complexity of the function.

Procedures for assessing contract performance are described in the SR Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual*. The intent of the oversight processes described in the manual is to assure contractor compliance with contract requirements, provide for timely identification and correction of deficient conditions, verify effectiveness of completed corrective actions, and pursue excellence through continued improvement. Additionally, the manual is intended to assist DOE in implementing the site contractor oversight system (a management framework of related processes to determine whether federal and contractor assurance programs are performing effectively and/or complying with DOE requirements).

The contractor oversight system is founded on an integrated safety management system (ISMS), emulating DOE P 450.4, *Safety Management System*. SRM 226.1.1 describes processes comprising the contractor oversight system, which enables DOE to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE-SR oversight of contractor performance.

The contractor oversight system provides DOE site management information needed to make informed decisions regarding both contractor and DOE performance and to determine whether program corrections are necessary. Communicating requirements and expectations to the

contractor is an essential component in the contractor oversight system. Requirements and expectations are communicated through the Statement of Work, special clauses, contract modifications, and through technical direction by the CO or representative.

SRM 226.1.1 provides detailed requirements for standardized scheduling, planning, conducting, reporting, and follow-up and closure activities for Type 1, 2, and 3 Assessments. Assessments are designed to provide managers with meaningful, accurate, and current information on the status of program compliance, productivity, and quality. Use of standardized assessment methods is a key feature of DOE site performance assurance.

In accordance with DOE O 226.1A, *Implementation of Department of Energy Oversight Policy*, the site also uses independent and self-assessments to determine effectiveness of site assessment of the implementation of contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub elements. Results from these independent and self-assessments in addition to external assessments provide insight into areas where improvements in contractor oversight can be made. The end result is a management system regularly assessing performance, assuring comprehensive corrective action, and providing continuous improvement by identifying, correcting, and preventing problems hindering achievement of site missions.

DOE will dedicate resources to verify interface management and interface control activities, led by the M&O contractor, are the result of collaborative efforts on the part of all contractors who perform work at SRS to define system boundary and interfacing systems, document system boundaries and interfacing systems, and define interface functions and requirements. In addition to verifying all required documentation is in place, DOE will resolve disputes between and/or among contractors.

The DOE prime contractors will provide or receive services from other contractors and ensure deliverables, including Government-Furnished Services and Items (GFSI), are identified and documented in accordance with Interface Management plan/program. The Interface Management IPT will verify when the M&O contractor requests services from another contractor; they provide specifications, requirements, hazard information, quality assurance, technical, safety, and environmental requirements for the work to be performed. Contractors requesting services from the M&O contractor are responsible for oversight of requirements related to the specific work task(s) to ensure the performing contractor delivers a product or service meeting requirements of the requesting contractor. DOE is responsible for the oversight of the individual DOE prime contractors and ensuring they meet the requirements for delivery of services. The performing contractor is expected to consult DOE whenever requirements conflict with, or are greater than, its own baseline requirements.

6. Performance Evaluation

Upon completion of performance criteria described in the Performance Fee Agreement, the contractor will document completion in the Fee Invoicing System (FIS) and forward the documentation to the relevant DOE organization technical representative, who in turn will perform a verification of documentation to confirm output criterion has been met. This may also require an in-field validation.

Upon verification, recommendation is forwarded through management to the Performance Fee Board. The Board will verify documentation provided demonstrates satisfactory completion according to performance incentive requirements. Fee determination will be made in accordance with the PEMP based on fee identified in the Performance Fee Agreement.

The contractor may perform a self-assessment of their performance. The Board will review any assessment provided by the contractor. If the Board does not concur with the contractor's self-evaluation and recommendation, all such disagreements shall be expressed in a performance evaluation letter to the contractor. The contractor shall submit written comments and any supporting documentation to the Board within five (5) working days of receiving the evaluation letter. Within ten (10) working days of receiving any contractor comments or reclama, the Board shall provide the CO a recommendation, including amount, rationale, and justification.

When disputes occur during the verification process and resolution is not forth coming between the contractor and the appropriate AM, the IPT is the avenue for dispute resolution. The parties should request a special IPT review to present the case and the IPT should be responsible for making the determination on an appropriate path forward.

The IPT will routinely measure and report contractor:
Technical performance (quality of product/service)
Cost control
Adherence to schedule
Business relations

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

7. Payment of Fee

The contractor requests fee payment by submitting an invoice. Following verification by the relevant DOE organization manager/agreement owner, recommendation is forwarded to the Performance Fee Board and FDO. The FDO, in conjunction with the Performance Fee Board, concurs with the agreement owner on fee payment for each invoice, or recommends a reduction to the fee payment. Determination of performance incentive fee earned is the unilateral determination of the FDO.

The contractor will be advised in writing of the amount and basis of the performance incentive fee determination. Performance incentive fee not earned during the performance period will not be allocated to future performance periods. However, fee may be allocated to new performance-based incentives as developed by the IPT, as long as the completion of the newly developed incentive does not extend beyond the performance period.

Fee is considered provisional throughout the performance period. The FDO determines the total fee awarded to the contractor. Fee may be reduced per contract Section B.5 *DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (JAN 2004) ALTERNATE II |JAN 2004) |DEVIATION).* Up to 20 percent of allocated fee may be reduced by the FDO if performance based incentive milestones are not completed during the performance period.

Total available fee amount earned payments are made by direct payment or withdrawn from funds advanced or available under the contract, as determined by the CO. The CO may offset against any such fee payment the amounts owed to the government by the contractor, including any amounts owed for disallowed costs under the contract. No base fee amount, or total available fee amount, payment may be withdrawn against the cleared payments financing arrangement without the prior written approval of the CO.

7.1. Fee Invoicing Process

The contractor has developed an automated Fee Invoicing System (FIS) that utilizes measurement data from each Performance Fee Agreement. The contractor works with DOE to identify appropriate DOE approvers. The system assigns responsibility to each output so that the routing process ensures appropriate review by federal and contractor staff. Time limits are assigned to each step to ensure smooth processing and timely approvals. The system notifies responsible approvers when the time limit has been exceeded.

8. Government Furnished Services/Items (GFS/I)

GFS/I are factored into the final fee determination for this incentive contract. GFS/I are identified in the Basis of Estimates (BOE) found in WBS dictionaries for specific tasks. The purpose of the GFS/I are to identify inherent government responsibilities and may pose some level of risk to the contractor in completing award fee or performance based incentives. GFS/I are the burden of the government, mutually accepted as part of the performance agreement. If the government fails to achieve GFS/I, equitable adjustment may be made specific to the incentive. These adjustments, however, cannot exceed the maximum available fee for the specific incentive.

9. Reporting Requirements

9.1. General Reporting

The contract requires each report must be accompanied by a letter or other document which:

- Identifies the contract number under which the item is being delivered; and
- Identifies the contract requirement or other instruction which requires the delivered item(s).

The contractor is responsible for maintaining all records and controlled documents related to the PEMP per DOE O 200.1, *Information Management Program*, and DOE Order 243.1, *Records Management Program*.

9.2. Performance Reporting Project Control System

The contractor will propose a project structure to achieve safe and accelerated clean up in the most cost-effective manner. The contractor will establish, maintain and use a project control system accurately reflecting project status relative to cost and schedule performance, and tracking changes to the baseline. This system will be integrated with financial accounting systems to ensure consistent reporting of costs.

The contractor will ensure the project control system employs a cost effective, graded application of controls. The existing project control system will be used and modified, as necessary, to achieve compliance with the requirements of the contract as established in this section.

Attachment A, SRS Performance Fee Allocation Model

2010 SRNS PBI Fee Structure Supporting EM

	Award Type	Avail Fee (000)	
Nuclear Materials			
	Objective	6,700	1. SNF and HEU Processing
		2,300	2. Plutonium Processing and Storage
		500	3. Non Destructive and Destructive Evaluations
		500	4. Safely and Securely receive and unload FRR and DRR
		10,000	**35.3% of Fee Pool, 2.7% of BCWS**
SRNL	Objective	1,400	1. Book New Revenue & provide quality performance
		1,050	2. Position SRNL to be a distinct Business Unit
		765	3. Enhance SRNL Infrastructure
		3,215	**11.4% of Fee Pool, 4.5% of BCWS**
Infrastructure			
	Objective	1,000	1. Project Support for new ESPC Biomass Cogeneration Facility
		500	3. D Area Powerhouse Reliability
		1,500	**5.3% of Fee Pool, .9% of BCWS**
Management Comprehensive			
	Objective		**Security**
		100	1. Graded Security Protection (GSP) at K - Area
		200	2. REEF project baseline ; Argus physical security system
		300	3. Cyber Security- Edge NAC Switches
	Objective		**Project Control Improvements**
		500	1. EVMS Compliance with ANSI standards
		200	3. Risk Management Improvement
	Objective		**Business System Improvements**
		200	1. Continuous Improvement System
		1,000	2. Enterprise System for Project Controls, Procurement and Finance
	Objective		**Activity Based Cost approach relative to Budgeting and Planning**
		300	1. Develop, document and deliver Overhead/ Indirect budget & planning process
		300	2. Implement the revised budget and planning process & procedures
	Objective		**Real Property Asset Management (RPAM) Improvements**
		200	1. Completion of Condition Assessments on 20% of Site Facities by FY2010
	Tot MC	**3,300**	**11.7% of Fee Pool, 3.2% of BCWS**

	Obj			
	Subjective	**10,285**	**Increase Management Effectiveness & Control of Fee Pool**	**36.3%**
Total EM		**28,300**	64%	Objective
			36%	Subjective
Total NNSA		**20,600**		
Total Available Fee		**48,900**		

Figure 2: Example of the 2010 EM Performance Fee Allocation Breakdown

Attachment B, Glossary

Award Fee. See Performance Fee Agreement. Award fee is performance fee developed using subjective criteria.

Base Incentive. An incentive associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.

Baseline change proposal (BCP). The contractor normally generates the BCP for documenting baseline changes. It should provide a complete description of a proposed change and its resulting baseline impacts. The BCP serves as an audit tool for baseline changes. The BCP must be submitted in accordance with the baseline change control guidelines contained in the change control section of this document.

Baseline. The quantitative expression of the project scope, schedule, and cost against which the status of resources and progress can be measured. The field maintains the project baseline as a collection of documents, including resource loaded schedule networks, cost estimates, and documented assumptions. The baseline is the key component of the PCS because it documents the program plan for performing the work and provides the information required by DOE business practices for evaluating resources and program performance. For planning purposes, project baselines should reflect full regulatory compliance and should be based on reasonable out-year funding assumptions. The degree of baseline detail should be consistent with the project phase and should adopt the "rolling wave" approach, such as greatest level of detail for near-term (fiscal year plus 2 years) activities. The baseline is often referred to as the performance measurement baseline (PMB).

Change control. A documented process applying technical and management review and approval of changes to technical, schedule, and cost baselines.

Contractor. The term contractor as used in this document refers to management and operation (M&O) contractor unless otherwise stated. Synonymous with contractor and M&O contractor is site contractor.

Federal Project Director (FPD). The FPD resides at either the field or HQ and serves as the single point of contact between Federal and contractor staff for matters relating to the project and its execution. The Program Secretarial Officer may delegate certain authorities and responsibilities to the FPD.

Fee Determining Official (FDO).The Fee Determining Official is the DOE SRS Site Manager.

Fiscal year (fiscal year). The U.S. government fiscal year begins on October 1 and ends on the following September 30 of every year.

Gateway. A gateway creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to

ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.

Hybrid Incentives. Hybrid incentives contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.

Integrated Incentive. An integrated incentive is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTS and trucks would be available to the various contractors when needed.

Integrated Planning, Accountability, and Budgeting System (IPABS). The objective of IPABS is to establish a single integrated EM corporate database to support budget, performance, technical analyses, and inquiries for eliminating redundant requirements and reporting systems and providing a single source for data management. IPABS-IS should correlate to baselines. The IPABS-IS is IPABS user interface for data input and reporting.

Life cycle. Project inception through project completion.

Management and operating (M&O). "Management and operating contract" means an agreement under which the Government contracts for the operation, maintenance, or support, on its behalf, of a Government-owned or -controlled research, development, special production, or testing establishment wholly or principally devoted to one or more major programs of the contracting Federal agency (Federal Acquisition Regulations System Section 17.601).

Milestone. A milestone is an important or critical event with no duration required for achieving project objective(s). Milestones are comprised of a noun; modifiers; active, results-oriented verb; and a date. Milestones can signify activity starts and completions.

Objective incentives. Objective incentives tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor’s performance meets those objective terms.

Office of Engineering and Construction Management (OECM)*.* The OECM is a DOE HQ organization within the Office of the Chief Financial Officer. It serves as DOE principal point of contact relating to program and project management and develops policy and assists in the planning, programming, budgeting, and execution process for the acquisition of capital assets in coordination with the PSO and project management support offices.

Office of Environmental Management (EM). DOE created this organization in 1989 to mitigate the risks and hazards posed by the legacy of nuclear weapons production and research. Included

are an unprecedented amount of contaminated waste, water, and soil, and a vast number of contaminated structures remaining radioactive for thousands of years. EM is composed of the Offices of ER and Waste Management.

Organizational Breakdown Structure (OBS). The project's functional organization. Control accounts are identified at a natural intersection point of the WBS and OBS.

Performance Based Incentive (PBI). See Performance Fee Agreement.

Performance Evaluation Measurement Plan (PEMP). The PEMP, required by contract, illustrates the process management will use to identify strategic goals that can be achieved by contract, develop performance incentives to accomplish that strategy, and verify completion of invoiced incentives. The PEMP is related to other project documents, such as the Project Execution Plan (PEP), and the Quality Assurance Surveillance Plan (QASP).

Performance Fee Agreement. The Performance Fee Agreement is between the federal government and a contractor, and identifies specific performance criteria that can be documented when completed, and an amount of fee, used as an incentive, associated with completing and documenting performance. The contract defines performance fee can be an incentive fee component for objective performance requirements (e.g. Performance-Based Incentive), and/or an award fee component for subjective performance requirements.

Performance Fee Board. Federal staff members of the IPT who are responsible for reviewing all Performance Fee Agreement performance reporting, and providing recommendation to the Fee Determining Official concerning payment of fee.

Performance Measurement Baseline (PMB). The time-phased budget (BCWS) plan plus any undistributed budget against which project performance is measured.

Project Baseline Summary (PBS). The PBS is the main source of summary EM project information needed to support planning, budgeting, execution, and reporting/evaluation. IPABS-IS collects data by PBS, and EM funds projects by PBS. The majority of ERD and WMD projects have one PBS. PBS is the common denominator for the planning, budgeting, execution, and reporting/evaluation functions.

Project risk. A factor, element, constraint, or course of action on a project introducing an uncertainty of outcome and the possibility of technical deficiencies, inadequate performance, schedule delays, or cost overruns that could impact a mission. In the evaluation of project risk, the potential negative or positive impacts and the probability of occurrence must be considered.

Project. A unique effort supporting a program mission, having defined start and end points, undertaken to create a product, facility, or system, and containing interdependent activities planned to meet a common objective or mission. Project types include planning and execution of construction, renovation, modification, line items for maintenance and repair, environmental restoration, deactivation and decommissioning efforts, information technology, and large capital equipment or technology development activities. Tasks such as basic research, grants, ordinary

repairs, maintenance of facilities, and operations are not considered projects. For simplicity, this document uses "projects" when referring to both programs and projects.

Stretch. A Stretch incentive motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.

Subjective incentives. Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

Super-Stretch. A Super-Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Validation. Validation is a method of comparison between a Performance Fee Agreement and physical completion of performance criteria. The comparison is evaluated to determine adequacy of meeting the intent of the Performance Fee Agreement.

Verification. Verification is a method of comparison between a Performance Fee Agreement and documentation of completion of performance criteria. The comparison is evaluated to determine adequacy of documenting completion of the Performance Fee Agreement.

Work Breakdown Structure (WBS). The WBS is a product-oriented family tree subdivision of the work required to produce the end product. The WBS is structured in accordance with the way work will be performed and reflects the way in which project costs and data will be summarized and eventually reported.

Attachment C, Integrated Project Team (IPT) Charter

INTEGRATED PROJECT TEAM (IPT) CHARTER

IPT NAME: PEMP Integrated Project Team (IPT)

LEVEL OF IPT: Savannah River Operations Office, Deputy Manager for Business Operations

IPT MISSION/OBJECTIVES

The purpose of the PEMP IPT is to provide DOE SR with a process for performance evaluation and measurement. This charter will define the processes that will be utilized to establish, monitor performance, and validate Performance Fee Agreements for the current contract period with SRNS. The mission of the IPT is to lead performance, and help avoid potential barriers to success.

The DOE-SR Executive Sponsor for the IPT is the Deputy Manager for Business (DMB). The IPT Lead is the Assistant Manager for Integration and Planning (AMIP). The IPT will be composed of both federal and contractor employees. Federal members will include the Deputy Manager for Cleanup Operations, the M&O Manager of Contract and Subcontract Management, Technical Leads, NNSA SRSO Manager and NNSA NA-262. Contractor members will include the Management and Operations (M&O) Vice President for Site Integration, the SRNS Manager of Contracts and Subcontract Management, and Technical Leads. The IPT will be augmented, as necessary, with Subject Matter Experts as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

The Performance Fee Board will be comprised of select Federal IPT members responsible for reviewing all submitted invoices for payment determination, and making recommendations to the Fee Determining Official (FDO).

BACKGROUND

SRNS was selected as the Savannah River Site (SRS) Management and Operations (M&O) contractor in May 2008 and assumed the role in August 2008. The SRNS contract is a cost plus award fee performance-based contract. Performance fee evaluation and measurement is documented in the PEMP.

Once approved, the Performance Based Incentives are documentation of objectives and completion criterion, which includes risk analysis and assumptions. The Performance Fee Agreement represents formal and binding performance fee expectations on the part of DOE and SRNS. The Performance Fee Agreement will identify the fee allocation amount for each performance component. Each Performance Fee Agreement contains an overall Performance Outcome, along with specific Contract Outputs, Completion Criteria and Validation Criteria.

METRICS

1. Submittal and approval of Performance Fee Agreements

2. Identification and delivery of Government Furnished Services and Items (GFSI) on the schedule needed to allow the contractor to meet defined outcomes
3. Completion of the Performance Fee Agreement criteria
4. Verification and payment of received invoices for completed outcome criteria

SCOPE OF IPT RESPONSIBILITIES

The IPT will provide input to the process to develop and approve Performance Fee Agreements, monitor progress made in performing work towards completion, and support the invoicing, validation and approval process. The IPT will accomplish oversight by tracking schedule progress, payment projections, and invoice validations.

The IPT shall meet monthly and monitor progress of submitted invoices for payment, and look ahead for Performance Fee Agreement and/or tasks that will be complete in the next 30 days. Additionally, the IPT will monitor delivery of GFSI and look ahead for deliverables required in the next 30 days. Information from the automated invoicing system will be used to perform this review.

SRNS will develop a schedule and set of schedule tools to monitor performance. If requested by the IPT, these tools will be used to provide additional information for the forecast review. For Completion Criteria that depend on GFSI to complete, the schedule will define a need date to support the Performance Fee Agreement due date. These dates shall be clearly communicated to DOE. Where possible, the financial performance of progress towards completion of each Performance Fee Agreement will be measured by tracking cost in the Work Breakdown Structure.

Validation (Invoice Processing)

A Lotus Notes application has been developed to support this process to facilitate routing, tracking and approvals. A process flow diagram has been developed to illustrate the validation path and is attached for information.

Upon completion of criteria described in the Performance Fee Agreement, the Contractor Input Coordinator (CIC) will route a Performance Fee Agreement Completion Form along with evidentiary documents and recommendation for payment to the Responsible Manager followed by the responsible Vice President for their review. Upon their concurrence, the form will be sent to the SRNS Manager of Contract and Subcontract Management to submit to the DOE CO. It will be sent in parallel to the DOE POC and routed through a technical reviewer and division manager to the appropriate Assistant Manager for information. Upon verification, the functional DOE AM will present a recommendation to the DOE Performance Fee Board.

The DOE Performance Fee Board will meet monthly to review submitted invoices that have completed DOE AM review. The Board will verify documentation provided demonstrates satisfactory completion according to the defined criteria and requirements. Performance fee determination will be made in accordance with the PEMP and/or specific criteria within the Performance Fee Agreement. If the Board concurs with the contractor's self-evaluation and recommendation, the DOE Fee Determining Official (FDO) determines the fee amount and authorizes payment of the invoice.

The IPT will review cases where the contractor identifies they will not complete the Performance Fee Agreement by the due date or within the performance period. The contractor will propose a path

forward which could include processing the late completion invoice through the established invoicing and validation process, or performing change control. Change control will be performed utilizing existing processes as described in the PEMP. The IPT will routinely involve subject-matter experts and the Senior Management Team, managers, and supervisors in resolving issues.

IPT Executive Sponsor

The IPT Executive Sponsor will provide performance input to the IPT Lead and members. The IPT Executive Sponsor will also be the senior DOE member on the Performance Fee Board.

IPT Lead

The IPT Lead is the federal official responsible for project success. In accordance with DOE O 413.3A and DOE M 413.3-1, the IPT Lead shall perform the following:

- Charter and lead the PEM IPT
- Schedule and hold PEM IPT meetings
- Request support from the DOE functional resources as required to resolve issues
- Assess contractor performance
- Identify and resolve critical issues
- Present any performance evaluation and measurement issues that cannot be resolved by the PEM IPT to the appropriate SR authority for final decision

IPT Members

IPT members are responsible for supporting the IPT Lead in fulfilling technical and project management responsibilities during project execution. Members conduct and/or coordinate activities for their respective organizational element or functional area of responsibility. The members are assigned specific roles and responsibilities for project success and report to the IPT Lead for execution of these responsibilities. IPT members shall perform the following generic responsibilities:

- Ensure interfaces are identified, defined, and documented
- Review and assess performance and project status against parameters, baselines, milestones, and deliverables
- Support the IPT Lead
- Review and comment on deliverables

The names of IPT members are current as of the issue date of this charter. Names or functional responsibilities may change at the discretion of the IPT Lead without having to modify or update this

charter.

The Table identifies the members of the IPT, the Performance Fee Board and the Technical Leads.

NAME	FUNCTION	ORGANIZATION	
SCHWIER, Jean	IPT Executive Sponsor Performance Fee Board Lead	Deputy Manager for Business Operations	
JOHNSON, Sandra	Alternate Performance Fee Board Lead Performance Fee Board Member	Deputy Manager for Cleanup Operations	
HINTZE, Doug	IPT Lead Performance Fee Board Member	Assistant Manager for Integration and Planning	
TBD	Alternate IPT Lead Alternate Performance Fee Board Member	Director of Mission Planning Division	
DEAROLPH, Douglas	NNSA Performance Fee Board Member IPT Member	Manager NNSA SRSO	
CLARK, William	NNSA Alternate Performance Fee Board Member IPT Member	Manager NNSA NA-262	
LOVETT, James	IPT Member	DOE M&O Contracting Officer	
BILSON, Beth	IPT Member	SRNS VP Business Services	
TEMPLE, John	IPT Member	SRNS M&O Manager of Contract and Subcontract Management	
CHRISTIAN, John	DOE IPT Technical Lead	Mission Planning Division	
PENNINGTON, Michele	SRNS IPT Technical Lead	SRNS M&O Program Integration Office	
CRAIG, Jack	DOE Fee Determining Official	DOE Site Manager (Acting)	

CUSTOMERS/INTERFACES

- Leadership Team
- Contracting Offices
- M&O Contractor
- NNSA Savannah River Site Office

Attachment D, Lessons Learned

As fiscal year 2010 performance was being planned in July 2009, federal and contractor staff met to discuss Lessons Learned from the fiscal year 2009 performance period. The following issues were discussed and incorporated in this performance period.

General

1. Develop a schedule (with durations) and flowchart for the development of Performance Fee Agreements
    a. Start development early (10 weeks) so there is time for adequate negotiation on wording of contract output, completion criteria and validation criteria and leave adequate time for approval cycle. Last minute changes need to be reviewed by owners before finalization and approval.
    b. Include both DOE EM and NNSA in the entire process
2. Develop and communicate the "corporate strategy" for use in development of performance milestones (aggressive vs. realistic, objective vs. subjective etc.) Use the site strategic plans (both DOE and SRNS) to help us develop incentives.
3. Create a standard form or template that captures consistent information for Performance Fee Agreements (owners, completion criteria, validation documents, DOE AM etc.)
    a. Use a standard numbering sequence
    b. Identify GFSI from WBS BOE and need date (or duration) with each specific contract output
    c. Tie validation criteria and evidentiary documentation to specific outputs
4. Reach agreement on evidentiary documentation that will be used to document completion before finalizing the Performance Fee Agreement.
5. Be as specific as possible (i.e. which design is needed, what phase of design is required, what systems will be completed etc.)
6. Develop subjective incentives into more meaningful performance indicators
    a. Where there are subjective incentives, establish the grading and payment criteria in advance
7. Eliminate non-fee bearing milestones
8. Minimize the number of Performance Fee Agreements that require DOE action (GFSI) to complete.
9. Utilize progress payments for deliverables that span the entire performance period rather than a lump sum at the end of the period
10. Stagger completion dates throughout the performance period and try to avoid a large amount due in the final month, because there is no way to reallocate unearned funds at the end of the performance period
11. Develop process to enable super-stretch and/or reconcile with cost savings contract clause.
12. Standardize a change control process
13. Develop a procedure and communicate DOE R2A2 with respect to the performance process
14. Communicate fee perspective throughout the DOE organization, especially to technical reviewers.
15. Establish stream-lined subjective grading criteria and process, especially for Management Systems

Fee Invoicing System (FIS)

Identify SRNS and DOE reviewers/approvers in advance, so that the system will be populated initially
Identify DOE administrative POC
Offer training sessions on the Performance Fee Agreements and the FIS to new players so there is no confusion
Provide wider FIS access to enable completion input coordinators to view the entire database (what is currently due and what is coming due in their area)

Tracking/Reporting

1. Create an integrated schedule that shows upcoming items due, status and GFSI by linking individual project/facility schedules to a master schedule so that management has a convenient tool to monitor real-time status of all fee bearing milestones
2. Decide on the correct forum/meeting to status progress on all business and operations Performance Fee Agreements and raise issues
3. Establish tracking/reporting ownership within the organization
4. Establish protocol for addressing items due that will not be met
5. Develop cost performance reports for SRNS/DOE management.

Attachment E, Performance Fee Agreements

The Performance Fee Agreements for FY2010 are attached.

Performance Fee Agreement

PBI Number: SRNS2010MGT

Activity Name: Management Comprehensive

WBS Number: Multiple

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $10,285,000 (Subjective)
$3,300,000 (Objective)

Revision Number: 3

Senior level manager name:
Doug Hintze

Senior level supervisor/division manager name:

Performance Outcome:

Implement management processes and systems that provide timely, accurate and traceable information to enable more transparent and efficient execution of SRS missions.

This incentive is a hybrid incentive. Hybrid incentives contain both subjective and objective elements. The extent to which it is acceptable will be determined subjectively, using an adjectival rating. Contract outputs that have identified completion criteria will be validated with explicit criteria.

Contract Output: SRNS2010MGT-01

Increase management effectiveness and control of SRNS contractual work activities.

This Contract Output will receive an adjectival grade and numerical score. The following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Adjectival Rating	Percent of allocable fee	Definition
Exceptional	90-100	**Technical** – Met all performance requirements/Exceeded 20% or more; Minor problems/Highly effective corrective actions/Improved performance and quality results **Cost Control** – Significant reductions while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost issues/Effective corrective actions facilitated cost reductions **Schedule (Timeliness)** – Significantly exceeded delivery requirements (All on-time with many early deliveries to the Government's benefit); Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Highly professional/Responsive/Proactive; Significantly exceeded expectations; High user satisfaction; Significantly exceeded SB/SDB subcontractor goals; Minor changes implemented without cost impact/Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Very Good	81-90	**Technical** –Met all performance requirements/Exceeded 5% or more; Minor problems/Effective corrective actions **Cost Control** – Reduction in overall cost/price while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost/price issues/Effective corrective actions to facilitate overall cost/price reductions **Schedule (Timeliness)** – On-time deliveries/Some early deliveries to the Government's benefit; Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Professional/Responsive; Exceeded expectations; User satisfaction; Exceeded subcontractor goals; Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Satisfactory	50-80	**Technical** – Met all performance requirements; Minor problems/Satisfactory corrective actions **Cost Control** – Met overall cost/price estimates while meeting all contract requirements **Schedule (Timeliness)** – On-time deliveries; Minor problems/Did not effect delivery schedule **Business Relations/Management** – Professional/Reasonably responsive; Met expectations; Adequate user satisfaction; Met

		subcontractor goals; Reasonable change proposals/Reasonable definitization schedule; number and significance of audit findings, response to audits and associated corrective actions.
Marginal	26-49	**Technical** – Some performance requirements not met; Performance reflects serious problems/Ineffective corrective actions **Cost Control** – DO not meet cost/price estimates; Inadequate corrective action plans/No innovative techniques to bring overall expenditures within limits **Schedule (Timeliness)** – Some late deliveries; No corrective actions **Business Relations/Management** – Less professionalism and responsiveness; Lower user satisfaction/No attempts to improve relations; Unsuccessful in meeting subcontractor goals; Unnecessary change proposals/Untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Unsatisfactory	0-25	**Technical** – Most performance requirements are not met; Recovery not likely **Cost Control** – Significant cost overruns; Not likely to recover cost control **Schedule (Timeliness)** – Many late deliveries; Negative cost impact/Loss of capability for the Government; Ineffective corrective actions/Not likely to recover **Business Relations/Management** – Delinquent responses/Lack of cooperative spirit; Unsatisfied user/Unable to improve relations; Significantly under subcontractor goals; Excessive unnecessary change proposals to correct poor management; Significantly untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.

Up to $10,285,000 *(this incentive does not allow progress and/or provisional payment)* **of the Comprehensive PBI will be paid for Contract Output 1.**

Description/Background/Justification:

Lessons Learned:
DOE is implementing lessons learned through this approach. Lessons learned from FY2009, as reported in the FY2010 PEMP include:

1. Develop and communicate the "corporate strategy" for use in development of performance milestones (aggressive vs. realistic, objective vs. subjective etc.) Use the site strategic plans (both DOE and SRNS) to help us develop incentives.
2. Develop subjective incentives into more meaningful performance indicators
    a. Where there are subjective incentives, establish the grading and payment criteria in advance
3. Establish stream-lined subjective grading criteria and process, especially for Management Systems

To achieve its vision and implement all desired management improvement efforts will require an organized, systematic approach to project execution. EM has developed and implemented the EM Program Management System (EMPMS) to clarify roles and responsibilities, to provide for more integrated operations, and to further establish a solid baseline for workforce planning.

The EMPMS is a performance-based management system. Performance-based management uses performance measurement information to help set agreed-upon performance goals, to allocate and prioritize

resources, to inform managers so they can manage program activities to meet those goals, and to report on their status. It also offers opportunity to learn from any failures in performance and to continuously improve management practices.

The Performance Fee Board, as identified in the Performance Evaluation Measurement Plan (PEMP) will survey the following organizations:

Deputy Manager of Business

- Office of External Affairs
- Office of Chief Counsel
- Office of Support Services
- Office of Civil Rights
- Chief Financial Officer
- Office of Human Capital Management
- Assistant Manager for Integration and Planning

Deputy Manager of Closure

- Assistant Manager for Closure Projects
- Assistant Manager for Nuclear Material Stability Projects
- Assistant Manager for Waste Disposition Projects
- Office of Safety and Quality Assurance
- Office of Safety, Safeguards and Emergency Services
- Office of Acquisition Management
- Office of Laboratory Oversight

The organizations will be surveyed routinely throughout the performance period to solicit feedback in cross-cutting areas of contractor performance, such as safety, efficient use of trained and qualified human capital, quality, continuous improvement, cost effectiveness, timeliness of deliverables, compliance with contract, etc. Performance will be measured in whole, as well as separately by organizational function.

The organizational survey will be provided routinely to measure and report contractor technical performance (quality of product/service), Cost control, Adherence to schedule, and Business Relations/Management as these relate to the contractor support of the individual and collective DOE organization.

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

What follows is a listing of organizations and suggested performance measures that will be subject to survey on a regular periodic basis. The listing represents only a sample of performance measures; customer service is an implicit performance expectation. Both federal and contractor employees will strive to reach mutual expectations and conduct beneficial communications in support of site missions.

Office of External Affairs:

- The Contractor shall provide general planning, management and administrative services for all its public affairs activities and for other organizations as directed by the CO.

Office of Chief Counsel:

- The Contractor shall provide general planning, management and administrative services for all its legal affairs activities and for other organizations as directed by the CO.

Office of Support Services:

- The Contractor shall provide general planning, management and administrative services for all its business activities and for other organizations as directed by the CO.

Office of Civil Rights:

- Maintain essential elements of a Model Equal Employment Opportunity program
- Demonstrate firm commitment to equality of opportunity for all employees and applicants for employment.
- Strive to meet DOE-SR expectations to be model employers in the area of workforce equal employment opportunity and diversity, and provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at the site as specified in applicable state and federal laws and regulations.

Chief Financial Officer:

- Provide timely and accurate submittal of monthly Spend Plans for all major and minor Budget and Reporting (B&R) codes prior to issuance of DOE-SR monthly FinPlan. Submittal shall include all funds control points and should be received by DOE-SR on or before the 15th day of each month.
- Manage overhead (G&A, ESS, Dept. O/H) consistent with DOE-SR's Program Execution Guidance (PEG) letters.
- Provide timely and accurate performance of SRNS internal audits consistent with Approved Audit Plan.
- Provide timely and accurate communications to DOE-SR of emerging budget and financial issues.
- Provide timely and accurate reporting of contractor (SRNS) financial data to DOE corporate financial systems. Monthly submission of Integrated Contractor accounting data is due by noon (local time) on the 2nd business day following the end of the accounting period. Data includes the "Statement of Cash Activity" and the IC Interface.
- Provide timely and accurate response to all scheduled monthly, quarterly and annual financial statement/financial reporting requirements. Requirements will be defined and transmitted to SRNS via DOE accounting schedule maintained by the DOE CFO Finance Division. Ad hoc requirements will be transmitted and scheduled on a case-by-case basis.
- Provide timely and accurate responses as required to support and satisfy DOE IG/KPMG financial statement audit requirements. Requirements will generally be scheduled within known audit schedules; however, requirements may be ad hoc at times.
- Perform self-assessment of selected contractor financial/accounting policies/procedures to update, incorporate best practices, and insure continued compliance with DOE requirements. Or, provide assurance that policies/procedures are current and in compliance.
- Report monthly by the 15th day current and cumulative costing actuals by all major and minor Budget and Reporting (B&R) codes for cost actuals tracking and variance analysis against the Spend Plan. This is a measure of cost planning accuracy to costing actuals. The cost variance metric is to stay within plus or minus 5%.
- In FY10, SRNS will implement total indirect reporting to include G&A, ESS, the various DOH's as well as absence and the Taxes and Plan expenses. Monthly Indirect Briefings will be conducted with the client. SRNS will also implement a Unit billing system to move usage based services out of the overheads and into usage based unit billing to users. Full implementation of the billing system for usage will be accomplished by June 30, 2010. Actual billing for the services will be contingent upon PBS impact and approval of the accounting practice change.

Office of Human Capital Management:

- Effective contractor support for scheduling and communicating federal employee training per OHCM guidance.

Assistant Manager for Closure Projects:

- Technical Performance
  - Continue project field performance, including technology deployment
  - Continue progress towards meeting DOE energy intensity reduction goal
  - Contribute toward achieving all high performance sustainable building goals
  - Continue successful operation of aged equipment and systems
  - Safety metrics (TRC, DART, etc.)
  - Implement effective feedback and improvement (e.g., MFO, BBS, lessons learned, etc.)
  - Submit quality reports/key documents (e.g., ORPS reports, annual and quarterly reports, planning documents, RODs, etc.)
  - Comply with regulatory requirements, permits, inspections
  - Operate and improve various infrastructure systems
- Cost Control
  - Develop and maintain an infrastructure IPL
  - Complete additional tasks through effective cost management practices
  - Perform projects within baseline cost (EVMS)
  - Reduce project cost
- Schedule (timeliness)
  - Complete annual environmental reports on time
  - Provide timely notifications to DOE regarding abnormal field events
  - Conduct prompt, effective, fact finding meetings and thorough investigations
  - Customer support to others
  - Corporate support
  - Perform projects within baseline schedules (EVMS)
- Business Relations/Management
  - Identify and implement effective, auditable corrective actions that correct the deficiency, and track them to closure
  - Maintain regulatory documents

Assistant Manager for Nuclear Material Stability Projects:

- Submit PAV CD-1 on or before schedule
- Complete preliminary design for MTS rack/support structure on or before schedule
- ~~Complete the procurement and receive 10 HFIR racks on or before schedule~~
- Timely delivery of quality engineering & safety documentation
- Support programmatic studies on an as needed basis
- Train, acquire, etc., sufficient critical scientific and engineering resources to provide timely support to the Nuclear Materials mission
- Complete and submit Nuclear Materials System Plan

Assistant Manager for Waste Disposition Projects:

- The Contractor shall manage the Solid Waste Program to safely and effectively prevent and/or minimize the generation of solid waste to include hazardous, low level, transuranic, mixed, and municipal sanitary wastes. The Contractor shall ensure that the handling, treatment, storage, transportation and disposal of existing "legacy" and future solid waste is environmentally sound and in compliance with DOE Directives, and applicable regulations and requirements.
- The Contractor shall manage and integrate site-wide solid waste recycling, treatment, storage, disposal and transportation activities and implement waste minimization/pollution prevention

initiatives. The Contractor shall also provide on-site/off-site waste generators with technical support and verification of compliance with waste acceptance criteria, including Safety Basis and Performance Assessment objectives.

Assistant Manager for Integration and Planning:

Project Management and Project Controls (DOE O 413.1B)
Provide support to federal project management and project controls systems (Earned Value Management System, Risk Management, Baseline and Budget Planning, Environmental Liability) as described below:

Earned Value Management System
- Certification and maintenance of EVMS
- Development and implementation of a robust EVMS surveillance program
- Provide timely and accurate detailed explanation of EVM variances
- Provide timely resolution and/or well developed proposals to improve negative trends or errors
- Institutionalize DOE Order 413 across all projects

Risk Management
- Full integration of Risk Management into the Project Management process
- Assist DOE with the development/integration of the risk management process throughout the site and with other DOE prime contracts
- Improve Risk Management communication process between SRNS and DOE
- Complete integration of SRNS risk process with a single point of contact for technical, estimate, and schedule risks
- Provide risk documentation in a timely manner to support the DOE mission.
- During the risk assessment process make sure that the risk analysis is thoroughly documented (e.g., assumptions, risk impact, basis of calculations, etc.) with input from all stakeholders
- Hold regularly scheduled meetings that involve DOE to discuss and track (monitor) the project risk status

Baseline and Budget Planning
- Be responsive to and actively participate in developing integrated and defensible site wide budgets as requested by DOE
- Provide accurate and timely turnaround of data to develop creditable planning estimates.
- Propose cost effective alternatives to the budget
- Maintain integrated contract performance baseline
- Effectively communicate changes in direct and indirect work scope and rate changes to all Project Management Staff (DOE and SRNS) and how those changes impact the cost and schedule of other site or departmental programs

Environmental Liability
- Timely delivery of actual cost and out year cost estimate and any known changes or adjustments to the cost estimates as requested by DOE
- Provide assistance during the annual headquarters environmental liability audit by being available to discuss the methodology of the cost estimates to the auditors when requested
- Have sufficient documentation to support and defend the cost estimates that are submitted to book the environmental liability in the official DOE accounting system

Site Planning & Real Property (DOE 430.1B)

Provide support to federal program management of site planning & real property as described below:

Site Strategic Planning

- Coordinate strategic planning process for the Savannah River Site (SRS)
- Publish strategic planning documents as identified by federal program management
- Develop and document horizontal and vertical linkage within and between SRS strategic performance measures and metrics
- Support the development of the EM Program Management Plan (PMP).

Real Property Asset Management

- Manage integrated site real property process in accordance to DOE Order 430.1B
- Enhance and deliver Ten Year Site Plan which incorporates an integrated landlord approach to assess real property assets with respect to mission requirements, a 10 year IFI crosscut budget that identifies projects and funding requirements necessary to sustain mission requirements, and designation of facilities according to mission criticality with projections when facilities will become excess and available for disposition.
- Assist federal program management with the integrated real property asset management process

Cost Management

- Assist federal project management with the development of the monthly cost reporting of ECES data into EM ECAS system.

Site Integration and Performance Management

Provide support to federal program management of site integration and performance as described below:

Site Interface Management

- Develop and maintain site interface process, policy and procedures, and communication of the interface process, procedures and issues
- Develop interface agreements and issue resolution metrics

Performance Measurement Development & Tracking

- Develop performance measures aligned with the site strategic plan
- Develop, analyze and report performance metrics that are associated with goals and objectives outlined in management and measurement plans
- Develop and track performance-based incentives
- Develop and provide training to evaluators and staff responsible for administering the program on a daily basis.

Continuous Improvement System

- Supply centralized resources that provide effective support for implementing the CIS and facilitating CI Growth
- Facilitate identification of divisional goals related to Continuous Improvement (CI) Growth, Leadership Commitment to CI, and CI Quality that promote maturity of the CIS
- Develop and report performance metrics associated with implementation of the Continuous Improvement System (CIS)

Business Systems

- Effectively manage project resources to maximizes value and return on investment for project funding
- Implement concurrent process improvements in business processes and systems that assure the modernization project captures best practices, and prevents the automation of an existing ineffective or outdated process

- Identify key personnel required for system operation and maintenance following installation and start-up of new process. Manage project and support staffing to prepare personnel to fill roles identified for system operation and maintenance.

Business Transformation

- Evaluate impacts of proposed project changes on operating costs following project completion. Identify and present opportunities for improvement that reduce future operating costs while improving stakeholder satisfaction.
- Develop BPMP system architecture with provisions for integration of additional business systems that also require modernization and may be established in future business system improvements
- Develop strategies to minimize the degree of customization required for implementation of selected vendor software

Stakeholder Involvement

- Maintain project transparency that provides visibility of project goals, scope changes and key performance metrics for DOE and other stakeholders.
- Establish assessment criteria and performance measures to address stakeholder involvement, reengineering core business functions, and establishing improved business processes.

Office of Safety and Quality Assurance:

- Improve the safety culture at SRS through enhancements in Key site-wide initiatives
- Implement and maintain effective (contactor/ agency) assurance programs
- Advance the SRS position as a leader in Integrated Safety Management throughout the DOE Complex
- Enhance and improve safety performance through various measures and commitments

Office of Safety, Safeguards and Emergency Services:

- Access Authorization Policy outlined in the DOE Personnel Security Manual, 470.4-5 approved August 26, 2005, states that proper justification for the need for an access authorization has to be provided by the sponsoring entity. SRNS will update all clearance justifications for SRR and SRNS employees such that the clearance justifications are current.

Office of Acquisition Management:

- Work with M&O to interface their existing automated property pass system into the DOE-SR personal property program. Establish a mechanism for internal reviews and approval that will ensure the proper authority and need to move property off site. In order to streamline the property pass process and increase efficiency the CAAMT is working with the M&O to adopt their automated property pass system. The system will require process routing modifications and authority recognitions in order to work under the current DOE-SR system.
- Working with Headquarters, DOE-SR can increase efficiency on annual reporting requirements by providing contractor's access to the Federal Automotive Statistical Tool (FAST). Once the contractors are trained and provide password to the system this will prevent duplication of effort and reduce operating error on reporting.
- Measure the extent to which sensitive and high risks personal property subject to physical inventory is located during annual inventory. Inventory data is tabulated either manually or by an automated system and extracted for sensitive and high risk items. The amount that was physically located divided by the amount of formal accountable items subject to physical inventory. Annual Inventories are required of both Federal and contractor entities in order to ensure the accountability and system integrity of the personal property management program. The improper handling of sensitive and high risk items poses a considerable risk to the Department. Inventories of these types of items are conducted annually and require discipline.

- Personal Property Monthly Walk Through Program
- Management of subcontracting and purchasing
- Develop, as required by the clause in Section 1 entitled, DEAR 970.5244-1 "Contractor Purchasing System," procedures for evaluating the ES&H records of companies submitting offers/bids/proposals for performing subcontract work in Government-owned or leased facilities under the contract.
- To improve performance and recognize cost savings, the current Retirement Plan Financial Advisors and Actuarial Services contracts will be competitively bid.
- To improve performance and recognize cost savings, the Long Term Disability plan will be overhauled and the current retiree medical plan for non-incumbents will be developed.
- To improve efficiencies and performance, and recognize cost savings, in addition to transforming the business, a single performance management system will be implemented, better management of recruiting efforts will be achieved and developmental programs will be created. An electronic employee training monitoring system will also be developed.
- Currently craft employees that are assigned to SAA or ARRA divisions are evaluated and scored in accordance with the Craft Performance Evaluation (CPEP). The results of these evaluations are then combined with direct hire forces yielding an overall ranking within each craft. While CPEP has proven to be the best resource to maintain the most diverse work force here at SRS, there is a need to provide separate rankings for direct hire execution versus support of SAA or ARRA, which includes craft functioning in a staff augmentation position.

Office of Laboratory Oversight:

Overall, SRNL is expected to produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; meet customer expectations; and contribute to the overall mission goals of DOE. SRNL is expected to provide effective program vision and leadership; strategic planning and development of initiatives; recruit and retain a quality scientific workforce; and provide outstanding research processes, which improve research productivity and quality while maintaining a safe and healthy work environment. Progress towards the development of SRNL into the Nation's premier applied science laboratory in EM, National and Homeland Security and Energy Security by delivering world-class innovative performance in national defense and homeland security technologies, hydrogen technology and cleanup will be monitored by DOE.

- Specific areas that will be monitored by DOE include:
- Meet environment, safety, and health requirements for SRNL and demonstrate commitment to a world-class safety culture
- Maintain a robust LDRD program
- Expand SRNL's technical portfolio
- Aggressively work actions in the SRNL Strategic Plan, Infrastructure Plan, Separate and Distinct Business Unit Plan and update the plans as needed to maintain their relevancy
- Develop and implement plans to enhance SRNL computational infrastructure
- Make progress towards establishment of a National Center for Applied Separations Science
- Establish a broad-based coalition of university partners to expand the laboratory's capabilities and provide a source of talented scientists and engineers for the future.
- In partnership with DOE, develop funding strategies that aggressively pursue projects to meet the needs identified in the SRNL Infrastructure Plan.
- Establish educational programs at all levels to form a long-term human capital pipeline for SRNL and SRS while advancing the overall skill base for the region.
- Provide agile business systems that can support the required rapid growth of SRNL.
- Provide a comprehensive communications program that will effectively and consistently market SRNL capabilities and ensure appropriate recognition of contributions.
- Work with DOE-SR and contractor organizations to reduce the time required to process WFOs and Interagency Agreements.

- Enhance university relations through increased partnerships, joint appointments, and planned opportunities for more post docs at SRNL.
- Make effective use of the SRNL Advisory Board

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 01.01	9/30/2010	Up to $10,285,000	Provide a monthly report measuring technical, cost, and schedule performance in accordance with contract requirements. The report will include trending data and analysis.

Contract Output: SRNS2010MGT-02

The contractor will comply with terms and conditions of the contract relating to safeguarding information, and comply with security requirements of the contract. This includes oversight of security systems.

Up to 4.4% of the Comprehensive PBI will be paid for Contract Output 2.

Description/Background/Justification:

1. Graded Security Protection (GSP) Policy (DOE Order 470.3B), approved August 12, 2008, replaces the 2005 Design Basis Threat (DBT). GSP provides the threat parameters and performance metrics for protection of nuclear weapons, components, special nuclear material (SNM) and other Departmental assets. SRNS developed a schedule and resource loaded schedule for implementation of GSP. This schedule was approved by DOE-SR OSSES and DOE-HQ EM. The incentive is applied to the final activities to complete SRS implementation of Graded Security Protection (GSP) policy at K Area Complex (KAC).

2. The REEF Project baseline includes installation of Argus physical security system components in the field necessary for building operations, but does not establish the Argus infrastructure within A-Area. The Argus project was authorized to establish the needed infrastructure to support A-Area including REEF, but funding has not been allocated for this effort in FY10. The subset of the A-Area Argus effort necessary to support security system operations within REEF is estimated to cost $716K including overheads. This primarily consists of the installation of the Argus console at the Central Alarm Station, configuration of Argus host and sub-host computers, associated maps and database work, establishment of the A-Area Argus network, and the start-up and testing of the overall effort.

3. It is the desire of SRNS to significantly improve the SRS site's cyber security posture by continuing a phased implementation of the site's network switches by providing enhanced network admissions capability. Edge NAC switches will be installed in 126 buildings in FY2010.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 02.01	5/31/10	$100,000	Submit final KAC Site Safeguards and Security Plan (SSSP) to DOE-SR OSSES
SRNS2010MGT - 02.02	7/31/10	$200,000	Install and startup the Argus components per the 8/2009 design required to manage the REEF physical security system
SRNS2010MGT - 02.03	9/30/10	Up to $300,000	Fee will be paid as follows: 10% for each group of 25 buildings up to 100 buildings; and 60% for the remaining 26 buildings

Contract Output: SRNS2010MGT-03

The contractor is required to maintain and manage to an accurate multi-year performance baseline, and

provide a systematic project management system which provides cost estimating, scheduling, and risk for establishment and maintenance of an appropriate technical baseline.

Up to 5.2% of the Comprehensive PBI will be paid for Contract Output 3.

Description/Background/Justification:

The FY10-15 baseline will be continuously enhanced based on internal and external feedback. EVMS reporting will be formalized and routine corporate reviews will be standardized.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 03.01	12/31/09	$500,000	Develop a contractor's EVMS that is in conformance with DOE O 413.3A and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748, Earned Value Management System.
SRNS2010MGT - 03.03	9/30/10	$200,000	Develop an integrated formal process that fully addresses risk management at SRNS.

Contract Output: SRNS2010MGT-04

The contractor will develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing missions of the site. DOE expects the Contractor to produce effective and efficient business and technical management structures, systems, and operations that maintain high levels of safety and quality in accomplishing the work required under this contract.

The contractor will use a disciplined system of management and internal business controls to assure safeguarding of government funds and assets.

Up to 8.8% of the Comprehensive PBI will be paid for Contract Output 4.

Description/Background/Justification:

Continuous Improvement System

SRNS Process Excellence Department will provide comprehensive approach to define, prioritize, evaluate, and improve processes at SRS. CI is integral to the management strategy which will ensure the longevity and the viability of new missions at SRS. The execution of SRNS's Continuous Improvement Strategy turns an overwhelming collection of possibilities into a positive and actionable approach. A maturing CI culture will create a better place to work, a better use of taxpayer resources, and a more environmentally responsible, safe, secure, and energy efficient site.

Business Management Systems enabling Enterprise Integrated functionality

To support SRNS' site business transformation initiatives along with the multi-contractor environment, including the management service agreements, enhanced financial transparency is needed to support both operations and DOE reporting. The current IT technology and architecture have significant issues, which have been identified in the annual OMB-A-11 risk assessment results the past four years. In addition, there are significant needs for system changes to support the business changes required for the

project execution of the FY10-15 baseline management.

Current software and hardware implementations are not cost effective, have continuing risk of failure, are inflexible, and are not aligned with the Office of Management and Budget (OMB) Federal Enterprise Architecture guidelines. These legacy applications developed over twenty years ago no longer support efficient, business processes compared to today's industry standards To further exacerbate the situation, with the average age of the workforce over 51, technology risks increase when the existing technology experts retire, impacting the ability to sustain operations over the near future. Current systems require substantial resources to accommodate delivery of real time data in support of project schedule, financial budget and forecast decision making.

SRNS has planned a phased approach during FY10 and FY11 for these systems to include a path forward that will maximize risk reduction and cost savings. SRNS will analyze Business Systems for replacement to include Financial Management, Procurement/ Supply Chain, and Project Controls systems. DOE Records Management requirements will be integrated into new systems to mitigate risk from a functional and Vital Records perspective. SRNS has included this scope along with productivity improvements in the FY10 execution rates. The achievement of business driven productivity improvements supported by new technologies will be planned and executed where a positive return on investment can be demonstrated. SRNS will proceed in alignment with SRS Strategic Vision in support of the business mission, goals, and objectives. SRNS will include business stakeholders, organizations and processes. SRNS will reengineer core business functions to enhance strategic, supportable, and integrated business-enabling solutions.

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010MGT - 04.01	9/30/10	Up to $200,000	Implement formal continuous improvement program.
SRNS2010MGT - 04.02	9/30/10	$1,000,000	Attain **System Design** Stage Exit business system upgrade project

Contract Output: SRNS2010MGT -05

Develop and implement a scope based planning approach for budgeting of SRNS overhead and indirect cost programs.

Up to 4.4% of the Comprehensive PBI will be paid for Contract Output 5.

Description/Background/Justification:

Improve the development of budget and planning estimates for the SRNS overhead/indirect programs.

During FY09, the Environmental Management program office commissioned a review of the SRNS overhead/indirect cost programs. The review resulted in several observations/recommendations relative to the planning, budgeting, and management of the SRNS overhead/indirect programs. Most notably, the team identified concern with the level of effort approach to developing budget/planning estimates, the use of unconstrained funding assumptions, lack of standardized methodology across overhead/indirect organizations, and lack of consistency/correlation with changes in the estimated direct work load.

Develop an overhead/indirect program budgeting and planning approach where cost estimates are developed using an activity based cost approach. Insure that cost estimates are developed consistently across all overhead/indirect organizations/pools. Insure that overhead/indirect programs are right-sized and cost estimates are developed consistent with and validated against planned contractual funding levels and expected future site direct workload requirements. Identify any resulting overhead/indirect funding shortfall and impact on program execution.

Number	Exact date, periodicity, frequency	Percent Fee	Completion Criteria
SRNS2010MGT - 05.01	5/31/10	$300,000	Develop, document, and deliver an overhead/indirect budget and planning process to DOE-SR
SRNS2010MGT - 05.02	7/31/10	$300,000	Implement the revised budget and planning process

Contract Output: SRNS2010MGT -06

Provide general planning, management and administrative services for all its activities and for other organizations as directed by the CO, including Real and personal property management.

Up to 1.5% of the Comprehensive PBI will be paid for Contract Output 6.

Description/Background/Justification:

As part of continual improvement of the Real Property Asset Management program, complete condition assessments on at least 20 percent of the SRNS mission critical structures by the end of fiscal year 2010. By the end of fiscal year 2010, have a condition assessment program in place to complete remaining SRNS FIMs facilities within five years.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 06.01	9/30/10	$200,000	Complete condition assessments on at least 20% of the SRNS mission critical structures (identified as of 10-1-2009). This is part of a phased approach to perform condition assessments on all SRNS FIMs structures within 5 years.

Acceptance Criteria

SRNS2010MGT - 01.01	Contractor monthly report measuring technical, cost, and schedule performance in accordance with contract requirements. The report will include identification of issues related to the above measurements, root cause analysis of those issues, corrective actions planned to remedy the issues, trending data and analysis.
SRNS2010MGT - 02.01	SRNS will provide the final KAC SSSP to DOE-SR
SRNS2010MGT - 02.02	SRNS will provide a copy of the Argus REEF acceptance test to DOE-SR
SRNS2010MGT - 02.03	SRNS will provide documentation of switch function testing.
SRNS2010MGT - 03.01	Validation of compliance with DOE O 413.3A and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748, Earned Value Management System.
SRNS2010MGT -03.03	1. Provide a revised Procedure: 2.62, Rev. 10 Project Risk and Opportunity Analysis from Manual E11 Conduct of Project Management and Control that addresses in detail the integration into the baseline of technical, programmatic, cost and schedule contingency. 2. Provide Risk Management Plans per DOE G 4.13.3-7 Risk Management Guide as required to support the revised Risk Management Process. 3. Provide a backup (validation) report and an integrated schedule that has both schedule and cost contingency incorporated. 4. Report important risk and opportunities through the SRNS Risk Program to DOE. a.) Provide on a monthly basis a list of risk and opportunities on the "watch list." b.) Provide summary report of Quarterly Meetings (e.g., PowerPoint presentations and meeting minutes). 5. Provide a flow chart/organizational chart that shows a single organization (group) has overall responsibility for risk management.
SRNS2010MGT - 04.01	1. Divisional Continuous Improvement Experts (DCIE) Mentoring Model Established 2. DCIEs Deployed 3. Performance Dashboard for Key Business Metrics Created 4. Continuous Improvement (CI) Equipping IPT Established 5. CI Project Tracking System Implemented 6. Continuous Improvement Agents (CIA) Training Curriculum Established 7. CIAs Identified and Deployed 8. CI Web Portal Containing Tools, Methods, and Resources for all CI Roles 9. Cost Savings Validation Process Established and Implemented 10. Financial validation and categorization of savings resulting from CI projects 11. Baseline changes incorporated as required 12. Contract implications coordinated through Contracting Officers 13. FY10 Annual CI Assessment 14. Complete Reintegration of 1st wave of DCIEs

SRNS2010MGT - 04.02

1. Conceptual Design Report has been completed and delivered to DOE for review
2. Complete Acquisition Strategy- Review acquisition strategy to ensure it includes necessary requirements analysis, alternative analysis, and procurement and contract plans. Ensure there is sufficient information to make management decisions and evaluate vendor proposals.
3. Ensure the full scope of the project has been adequately described in the Exhibit 300 Business Case and the High-level requirements meet the business need.
4. Ensure requirements account for DOE Records Management Specifications
5. A recommend solution has been selected from a range of alternatives. In accordance with DOE 413.3-14 Guidance.
6. Approval of Cost, Schedule, and Performance Baselines from DOE

a. Scope – WBS contains all project scope defined to levels sufficient to support detailed cost and schedule estimates.
b. Cost – Total Project Cost (TPC) established with 80-90 percent confidence of achieving cost baseline.
c. Schedule – Project completion date established with 80-90 percent confidence of achieving baseline completion date.
d. Design – Approximately 25- 30 percent of the total project design complete (with clear understanding of actions needed to complete final design).
e. Documentation – All baseline documentation should be complete and included in PEP.

7. Complete Functional Design Document template, submit for DOE Review
8. Complete System Design Document template , submit for DOE Review
9. Submit formal review of the System Design and supporting documentation for DOE Review
10. Provide all **applicable documentation** to validate System Design Phase completion.

Applicable Documentation Defined:

a. Requirements Traceability Matrix (Draft and Expanded)
b. Continuity of Operations Statement Plan
c. Data Dictionary (Draft and Expanded)
d. Requirements Specification
e. Acceptance Test Plan (Draft)
f. Project Plan (revised as applicable for each stage of Software Engineering Methodology/Software Development Life Cycle)
g. Structured Walkthroughs
h. Meet all conditions for Requirements Definition Stage Exit
i. Logical Model
j. Functional Design Document
k. Complete Functional Design In-Stage Assessment
l. Meet all conditions for Functional Design Stage Exit
m. Physical Model
n. Integration Test Plan
o. System Test Plan
p. Conversion Plan
q. System Design Document
r. Program Specifications
s. Programming Standards
t. Complete System Design In-Stage Assessment
u. Meet all conditions for System Design Stage Exit

SRNS2010MGT - 05.01

DOE receipt and acceptance of the revised overhead/indirect budget and planning process.

SRNS2010MGT - 05.02	Demonstrate implementation of the revised overhead/indirect budget and planning process.
SRNS2010MGT - 06.01	1. Evidence of Periodic Customer Reviews (e.g. meeting minutes, rosters, etc.) 2. SRS Condition Assessment Personnel Training Guide 3. List of qualified CAS Inspectors 4. Condition Assessment Survey Process Desktop Guide 5. List of sixty (60) Completed Inspections by Structure Number representing at least 20 percent of SRNS Mission Critical structures identified in the DOE Facility Information Management System (FIMS) as of 10/1/2009. This list shall include: a. Name of Lead Inspector b. Inspection Completion Date c. Name of Inspection Validator (CAIS Administrator or designee). 6. Supporting Inspection Reports present in the DOE CAIS database OR on hard copy Inspection Packages 7. Condition Assessment Program (documented approach for inspecting SRNS structures) 8. Proposed schedule listing the buildings to be inspected each year for the following four years to complete the five year cycle

Performance Fee Agreement

PBI Number: SRNS2010SI

Activity Name: Site Infrastructure

WBS Number: 1.29.01.04.02, 1.29.01.05.06.01, 1.29.01.05.06.02, 88.35.01.01.01.01, 88.35.05.01.01.04.04

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: ~~$1,000,000.00~~ $1,500,000

Revision Number: 1

Senior level manager name:
Karen Guevara

Senior level supervisor/division manager name:
Ben Gould

Performance Outcome:

The Contractor shall pursue site infrastructure re-investment projects and support the biomass projects to achieve mission goals and ensure a safe and secure workplace for all SRS personnel. In addition, power house repairs and upgrades will be completed to ensure uninterrupted service for the power customers.

Contract Output: SRNS2010SI-01

Biomass Project Support. Meet all SRNS agreed upon scheduled milestones, activities and reviews to ensure successful construction and startup of the Biomass Cogeneration Facility and the K and L Area Heating Plants.

Description/Background/Justification:

The purpose of the new Biomass Cogeneration Facility and Heating Plants is to provide reliable steam while maximizing the use of a renewable energy source. The impacts associated with not successfully constructing and starting up these new facilities in a timely manner risk: (1) the inability to provide reliable steam to facilities such as the Tank Farms, DWPF, and K and L Areas, (2) not meeting target dates for deactivation of the 484-D powerhouse, and (3) additional delays in achievement of renewable energy goals outlined in current federal legislation. Site Infrastructure will be utilized as a technical agency to provide operational, technical, and logistical input on matters associated with the

multitude of utility services, interfaces, and impediments to help ensure successful execution of the project.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-01.01A	9/30/2010	$100,000	Facilitate onsite permit development and approval process
SRNS2010SI-01.01B	9/30/2010	$400,000	Provide infrastructure liaison support (SME, CTM, etc.) that facilitates Ameresco's schedule by identifying, eliminating or mitigating impediments and facilitating GFSI
SRNS2010SI-01.01C	9/30/2010	$400,000	Complete all scheduled infrastructure tie-ins/modifications per agreed to schedule
SRNS2010SI-01.01D	9/30/2010	$100,000	Document reviews requested by DOE will be completed within agreed upon timeframe

Contract Output: SRNS2010SI-02

Site Infrastructure Re-Investment. This output uses a Super Stretch incentive to build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure and safe and secure workplace for all SRS personnel.

NOTE: The Performance Evaluation Measurement Plan (PEMP) defines Super Stretch as: A Super Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Description/Background/Justification:

The infrastructure mission is to efficiently configure and optimize SRS infrastructure to meet the 21st century stewardship programs. Although SRS is gaining new missions, the infrastructure is approaching 60 years old. In addition, over the past 10 years, funding for infrastructure repairs/replacements has declined considerably as budget pressures increased and funds were needed to support direct mission activities. New and existing missions can only be performed safely and efficiently with a reliable infrastructure in place. The Contractor will re-invest in Site Infrastructure through the implementation of upgrades as identified in the approved Infrastructure Mission Alignment Plans. The upgrades will include projects from the FY10 Infrastructure Systems List which are currently identified in the SRS FY10-FY15 baseline and emergent work that is performed relative to the improvement of the site infrastructure.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-02.01	Each	Up to 20% of estimated cost	Fee shall be awarded for each infrastructure project completed above the FY 10 funded infrastructure scope of work. These projects will be documented in a DOE letter of technical direction. For each completed project, fee will be awarded up to 20% of the estimated direct cost of the work.

Contract Output: SRNS2010SI-03

D Area Powerhouse Reliability:

This scope will facilitate the continued, uninterrupted operation of the D-Area powerhouse by providing equipment upgrades, rebuilding and refurbishments, and replacements. It also provides a plan for the manpower and IT support necessary to manage and perform these tasks.

Description/Background/Justification:

The D-Area 484-D Powerhouse serves SRS facilities by exporting both steam and electrical power, thereby providing benefit to the entire site. The powerhouse currently contains four coal-fired boilers, seven turbine generators, and support systems / equipment. Mission-critical steam is exported to: H Canyon, F&H Tank Farms, Tritium, DWPF and F&H Analytical Laboratory. Additionally, electrical power is generated at 484-D and exported to the Site 115KV grid for sitewide use, thereby offsetting the requirement to purchase electricity.

This powerhouse has been in operation since the early 1950s, and a need for the facility beyond 2005 was not anticipated as a result of a planned replacement powerhouse. Based on this plan, a patch / corrective maintenance strategy with little or no preventive maintenance was employed by SCE&G during the ten years the powerhouse was under their jurisdiction (1995 to 2005). The replacement powerhouse has since been delayed until FY2012, and therefore, the D-Area 484-D powerhouse must continue to meet the site missions until this new powerhouse is constructed and operational. Due to the age of the equipment and this maintenance strategy, the reliability of the powerhouse has become degraded to the point of failure. Continued operation of the power house is mission critical. The risk of failure results not only in shut down of nuclear material stabilization, waste processing, and national laboratory operations, but also the need to purchase additional power from SCE&G as well as incur additional fees (ratchet penalty for over usage).

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-03.01	8/31/10	$300,000	Fee shall be awarded upon the successful completion of the following Power House work scope, as detailed in specific work packages: 1. Chemical Tanker Unloading Station (design and construct a new chemical tanker unloading station for D Area) 2. Service Water piping replacement (incrementally replace suspect sections of piping based on known deficiencies and water flow problems) 3. D3 Boiler Tube replacements (replace 91 tubes on the west wall, and partially replace 19 wall tubes that have less than minimal wall thickness) 4. D3 Boiler Air Pre-heater Tube replacement (replace damaged sections of tubes in the lower bank of the boiler air preheater section)
SRNS2010SI-03.02	9/30/10	$200,000	Fee shall be awarded upon the successful completion of the following Power House work scope, as detailed in specific work packages: 1. Establish remote operation of the Ash Handling System control panel (move operational controls to the control room) 2. Precipitator Hoppers repairs (repair / replace plate metal if less than 50% remaining thickness) 3. D Area Administrative upgrades (replace HVAC for control room and upgrades for IT infrastructure) 4. 484-D Environmental Sump line replacement (Install new carbon steel pipe from the sump pumps to the south side of the asphalt road out side of the 484-D fence. The remaining discharge line will be converted to HDPE pipe. See detailed work package.)

Acceptance Criteria

SRNS2010SI-01.01A	DOE-SR will review SRNS document log of completed permit documentation activities
SRNS2010SI-01.01B	DOE-SR will review SRNS document log of reviewed impediments that have been identified and overcome, including documentation of specific mitigation activities
SRNS2010SI-01.01C	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure tie-ins/modifications
SRNS2010SI-01.01D	DOE-SR will review SRNS document log of completed document reviews, including resulting feedback/recommendations/assistance
SRNS2010SI-02.01	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; additionally, the contractor shall provide documentation of cost estimating with analysis, and cost avoidance/savings scenarios identifying benefit to the government.
SRNS2010SI-03.01	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.
SRNS2010SI-03.02	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.

Performance Fee Agreement

PBI Number: SRNS2010NMS

Activity Name: Nuclear Materials Storage and Disposition

WBS Number: 1.29.20.01.01.02,1.29.20.01.03.02,1.29.20.02.01.01, 1.29.08.01.01

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $10,000,000.00

Revision Number: 3

Senior level manager name:
Patrick McGuire

Senior level supervisor/division manager name:
Brenda Mills

Performance Outcome:

Receive, store, disposition and ship nuclear materials in a safe, secure, and stable form with the objective of reducing risk in DOE complex-wide facilities, foreign and domestic research facilities through non-proliferation, consolidation (plutonium [Pu], uranium [U], spent nuclear fuel [SNF]), stabilization and surveillance of nuclear materials.

Contract Output: SRNS2010NMS-01

Receive, store, characterize, and disposition surplus uranium materials and SNF.

Description/Background/Justification:

The Enriched Uranium Disposition (EUD) project is responsible for receiving, dissolving, processing, and blending the highly enriched uranium (HEU) metals, oxides, and SNF down to low enriched uranium (LEU). A significant amount of HEU processing and preparations for SNF processing will need to occur in FY10 in order to disposition 26 metric tons (MT) of heavy metal by 2019.

Up to 67% of the allocated PBI fee will be paid for Contract Output 1 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -01.01			Begin dissolving irradiated spent nuclear fuel (SNF)**:**

SRNS2010NMS -01.01A	9/30/10	$1,000,000	Complete L-Area preparations to ship SNF from L- Area to H-Canyon based upon a DOE letter of technical direction.
SRNS2010NMS -01.01B	9/30/10	$4,000,000	Complete the following H Canyon preparations to receive and charge SNF based upon mutually agreed on scope of work. 1. Upgrade/Modify Analytical Lab for SNF & Declare Readiness ($150,000) 2. Perform Design for H-Canyon SNF Processing Modifications ($100,000) 3. Install Modifications for H-Canyon SNF Processing ($1,000,000) 4. Install Tunnel and Airlock Improvements ($195,000) 5. Revise and Approve Security and MC&A Documents ($200,000) 6. Revise and Approve Procedures Based on SNF and 3009 DSA Changes ($905,000) 7. Complete Training for SNF and 3009 DSA ($950,000) 8. Complete RA and all Pre-start Items ($100,000) 9. Charge first SNF material to H Canyon Dissolver. ($400,000)
SRNS2010NMS -01.02	9/30/10	Up to $1,500,000	Complete charging to the dissolver the balance/remainder of highly enriched uranium (HEU). The material to be processed will be documented in a DOE letter of technical direction. Fee is prorated for each kg charged to the dissolver; invoiced quarterly.
SRNS2010NMS-01.03	9/30/10	Up to ~~$200,000~~ $280,000	For LEU trailers number 11 through number ~~20~~ 24 shipped in FY10, $20,000 fee will be paid; invoiced quarterly.

Contract Output: SRNS2010NMS-02

Receive, store, characterize, and disposition surplus plutonium materials.

Description/Background/Justification:

H Area facilities is scheduled to process surplus plutonium materials and transfer the plutonium solution to the Defense Waste Processing Facility for disposition. Plutonium oxide removed from 3013 container is repackaged and temporarily stored in K-Area until it is shipped to H Area facilities for processing. H Area facilities will also process other surplus plutonium materials.

Up to 23% of the allocated PBI fee will be paid for Contract Output 2 as follows:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010NMS-02.01			Disposition Pu:
SRNS2010NMS-02.01A	9/30/10	Up to $450,000	The first 65kgs charged to H Area facilities dissolver; $6,923 fee for each kg charged to the dissolver; invoiced quarterly.
SRNS2010NMS-02.01B	9/30/10	Up to ~~$220,000~~ $198,000	An additional ~~30~~ 27 kgs charged to H Area facilities dissolver(s); $7,333 fee for each kg charged to the dissolver; invoiced quarterly.
SRNS2010NMS-02.01C	9/30/10	Up to $55,000	Prepare 235-F Deactivation "Mission Need" Package.
SRNS2010NMS-02.01D	9/30/10	Up to ~~$275,000~~ $342,000	Implement Pu Processing improvements including: 1. Fabricate/test jumpers (4) for conversion of Tank 11.5 to a Pu Receipt Tank. ($55,000) 2. Perform spray nozzle testing to support increase of eductor ratio (by minimum of 2x) for Pu transfers from HBL Product Hold Tanks to H-Canyon. ($20,000) 3. Fabricate/test jumpers (6) for Tanks 16.1 and 15.3. ($55,000) 4. Technology development for increased Pu throughput. ($145,000) 5. Disposition H Canyon Pu solution to DWPF Sludge Batch. (at $800 per kg - up to $32,000) 6. Complete the analytical work to develop proposed Criticality Safety Limits (CSLs) for EU/Pu dissolving and complete the criticality CHAP tables associated with

			receipt and dissolving of EU/Pu material. ($35,000)
SRNS2010NMS -02.02			Receive and disposition Hanford Low Activity (LAP) materials
SRNS2010NMS -02.02A	11/30/09	$500,000	Complete readiness to receive LAP material in H-Area
SRNS2010NMS -02.02B	9/30/10	~~$500,000~~ $375,000	Complete charging LAP material. $41,666 fee for each drum content charged to the dissolver; invoiced quarterly.
SRNS2010NMS -02.03			K-Area Purification Area Vault (PAV)
SRNS2010NMS -02.03A	9/30/10	$300,000	Submit CD2B &3B in accordance with DOE 413.3A Chg. 1 requirements.

Contract Output: SRNS2010NMS-03

Execute the 9975/3013 Surveillance Program.

Description/Background/Justification:

The SRS 9975/3013 surveillance program includes the K-Area Interim Surveillance (KIS) process and provides the capability to perform non-destructive evaluations (NDE) and destructive evaluations (DE) capabilities of 9975/3013 containers. The NDEs and DEs provide objective evidence that Pu can be safely stored in accordance with DOE standards.

Up to 5% of the allocated PBI fee will be paid for Contract Output 3 as follows:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010NMS -03.01	9/30/10	4 groups of 10 surv., and 1 group of 12 surv. @ $100,000 Up to $500,000 for 52 surv.	Complete 18 DE surveillances and 34 NDE surveillances. 1% of fee {up to 5% of PBI fee} for each of the first four groups of 10 surveillances completed, and a final group of 12 surveillances (52 total surveillances are planned for FY10).

Contract Output: SRNS2010NMS-04

Receive and store Foreign and Domestic Research Reactor SNF.

Description/Background/Justification:

The Savannah River Site (SRS) L-Area Complex (LAC) receives and stores spent nuclear fuel in L Basin in support of the Department's non-proliferation mission. In addition to the fuel already stored onsite, the Sent Fuel Program will receive SNF from foreign and domestic reactors. SRNS will support the receipt of spent nuclear fuel per the Receipt and Unloading Schedule Agreement signed by SRNS and DOE. See Attachment E, Receipt and Unloading Schedule Agreement.

Up to 5%of the allocated PBI fee will be paid for Contract Output 4 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -04.01	Quarterly	Up to $125,000 (quarterly); Up to $500,000 (annually)	Safely and securely receive and unload FRR and DRR fuel with up to 1.25% fee to be paid every quarter (up to 5% annual) that the mutually agreed upon receipt and handling schedule agreement is met for delivery or unloading is completed during the quarter.

Contract Output: SRNS2010NMS -05

Facility life extension: This will be a Super Stretch incentive.

NOTE: The Performance Evaluation Measurement Plan (PEMP) defines Super Stretch as: A Super-Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Description/Background/Justification:

Continuing operations increases the risk that an unplanned failure of a system, structure or component (SSC) that support nuclear material operations. Many SSCs are old and are very expensive to replace and flat funding for infrastructure upgrades has limited the amount of spares that can be kept in inventory.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -05.01	Each	Up to 20% of estimated cost	Fee shall be awarded for each system, structure or component (SSC)

	replaced/upgraded above the FY10 baseline scope of work. These SSCs and estimated cost will be documented in a DOE letter of technical direction. For each SSC completed, fee will be awarded up to 20% of the estimated direct cost of the work.

Acceptance Criteria

SRNS2010NMS -01.01A	Verify L-Area Authorization Agreement for SNF shipments to H-Area is approved prior to September 30, 2010.
SRNS2010NMS -01.01B	Validate completed work scopes as follows: 1) Assess FSA (or startup review as documented in the SNR) 2) Review design package(s), 3) Review completed work package(s), 4) Review completed work package(s), 5) Review revised approved Security and MC&A documents, 6) Review revised and approved procedures, 7) Review Qualification Records and assess selected Oral Boards and/or Written Exams as appropriate, 8) Assess Contractor RA (or startup review as documented in SNR) and 9) Review charging log.
SRNS2010NMS -01.02	Physical inspection of charging log.
SRNS2010NMS -01.03	Review MC&A form 741 (transfer documents) for each LEU trailer.
SRNS2010NMS -02.01A	Physical inspection of dissolver log.
SRNS2010NMS -02.01B	Physical inspection of dissolver log.
SRNS2010NMS -02.01C	Review completed package(s) approved by NMO that includes as a minimum: mission need statement, project scope, planning budget estimate, customer expectations, initial risk analysis and project estimate.
SRNS2010NMS -02.01D	(1) Review completed work package(s), (2) Witness spray nozzle demonstration, (3) Review completed work package(s), (4) Breakout of technology developments: (a) Witness Operation of Demonstration Model for Vacuum Salt Distillation [Fee = $44.6K], (b) Review Technical Report for Peroxide Fusion Experiments [Fee = $39.2K], (c) Review Conceptual Strategy for Limited Phase I DCS [Fee = $25.1K], (d) Review Conceptual Strategy for Southline SOW [Fee = $17.6K] and (e) Review VA for HBL/H-Canyon Rollup [Fee = $18.5K], (5) Provide appropriate procedure and/or log reflecting Pu transfer to DWPF Feed Tank (i.e. Tank 51), (6) For the proposed Criticality Safety Limits (CSLs), verify that KENO VI runs demonstrate k-eff values are less than k-safe, and verify criticality CHAP tables completed for EU/Pu receipt and dissolution in accordance with SCD-3 (Nuclear Criticality Safety Program Manual) and SCD-11 (CHAP Methodology Manual).
SRNS2010NMS	Ascertain contractor readiness for LAP receipt through DOE oversight

-02.02A	and document reviews.
SRNS2010NMS -02.02B	Physical inspection of dissolver log.
SRNS2010NMS -02.03A	Submittal of CDs to DOE-SR
SRNS2010NMS -03.01	Completion includes validation operations log of DE and NDE completed and validation of Surveillance Program Authority (SPA) Data Set 1 parameters for the DE samples.
SRNS2010NMS -04.01	Validation of Cask Data Sheets for casks received and unloaded against the Receipt and Unloading Schedule Agreement.
SRNS2010NMS -05.01	Physical walk down of installed, of SSC and / or evaluation of work completed packages; additionally, the contractor shall provide documentation of cost estimating with analysis, and cost avoidance/savings scenarios identifying benefit to the government.

Performance Fee Agreement

PBI Number: SRNS2010SRNL

Activity Name: Savannah River National Laboratory (SRNL)

WBS Number: Multiple

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: ~~$3,500,000~~ $3,215,000

Revision Number: 1

Senior level manager name:
Karen Hooker

Senior level supervisor/division manager name:
Patrick Jackson

Performance Outcome:

SRNL's three-fold mission is to enable the success of SRS and the Office of Environmental Management (EM) operations and projects, to provide technical leadership for future site missions, and to utilize its technical expertise to provide vital national and regional support in achieving the broader goals of DOE and the federal government. The vision for SRNL is to be the nation's premier applied science laboratory in Environmental Management, National & Homeland Security, and Energy Security. A primary goal is to position SRNL into a financially sustaining, distinct business unit.

Contract Output: SRNS2010SRNL -01

Book new revenue (Total Project Cost) of at least $60M in FY 2010. (Site M&O and LW work scope performed by SRNL will not be included)

Up to ~~40~~ 43.5% of the allocated PBI fee will be paid for Contract Output 1

Description/Background/Justification:

In order to make progress towards become a financially sustaining entity and to stimulate growth, SRNL must increase its funding. SRNL is expected to increase their effectiveness as EM's Corporate Laboratory across the EM complex. As a National Laboratory, SRNL is also expected to use their technical expertise to provide vital regional and national support in promoting the broad goals of the Department and the Federal Government. SRNL is expected to increase its revenue in the areas of Environmental Management, National and Homeland Security, and Energy Security as well as new emerging areas in R&D.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SRNL -01.01	9/30/2010	Up to: $900,000	The contractor shall provide quarterly summary reports demonstrating revenue. Fee for this completion criteria is based on the range below: • New Booked Revenue of at least $60M (55%) • New Booked Revenue of at least $63M (70%) • New Booked Revenue of at least $66M (85%) • New Booked Revenue of at least $70M (100%)
SRNS2010SRNL -01.02	9/30/2010	$500,000	The contractor shall provide objective evidence demonstrating satisfactory completion of quality products and provision of services (such as flow sheets, technology development and deployment) to reduce the technical risks of EM operations and projects.

Contract Output: SRNS2010SRNL -02

Position SRNL to be a distinct business unit and increase laboratory activities to stimulate growth of the Laboratory.

Up to ~~30~~ 32.7% of the allocated PBI fee will be paid for Contract Output 2.

Description/Background/Justification:

Growth will support SRNL evolution to a sustainable, stand-alone business unit. The Contractor shall operate SRNL as a defined work activity within the overall contract structure so that it will be positioned to be responsive to future DOE requirements. The defined work activity shall include, but not be limited to, budget, real estate, personnel resources, quality assurance, engineering, radiological control and program controls necessary to conduct research and development, technology transfer, operations, and maintenance. The Action Plan had a number of actions that are included in the Completion Criteria below. SRNL shall become the premier applied science laboratory in areas of Environmental Management, National and Homeland Security, and Energy Security by delivering world class innovative performance. A Strategic Plan and Action Plan were developed to plan and implement growth for SRNL and delivered to DOE-SR in July, 2009 as an FY09 PBI.

Number	Exact date,	Fee	Completion Criteria

	periodicity, frequency		
SRNS2010SRNL -02.01	9/30/2010	$420,000	Accelerate Phase 2 of the Separate and Distinct Business Plan by completing seven make vs. buy analyses from list of ten in Attachment 1 and show physical progress by reversing matrix organization alignment
SRNS2010SRNL -02.02	9/30/2010	$315,000	Complete all FY 2010 milestones identified in the Integrated Action Plan (Attachment 2)
SRNS2010SRNL -02.03	9/30/2010	$315,000	Complete the following FY 2011 milestones identified in the Integrated Action Plan • Plan for Joint Appointments • Plan to facilitate appropriate interactions with foreign nationals and benchmark National Laboratory practices for interfacing with foreign nationals

Contract Output: SRNS2010SRNL -03

Enhanced SRNL Infrastructure and Facility Safety

Up to ~~30~~ 23.8% of the allocated PBI fee will be paid for Contract Output 3.

Description/Background/Justification:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010SRNL -03.01	9/30/2010	Up to $240,000	Build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure a safe and secure workplace. Fee for this completion criteria is based on the range below: a. Replace 735-A, C Wing (new section) and D Wing Roofs and D160 HVAC ($105K) b. Replace RREX-FAN-ER Regulated Exhaust Fan and install new glovebox and hood (773-A/B150) ($15K) c. Complete annual DSA update and TSR to incorporate interim guidance and REEF operation. Complete DSA update and TSR to close out flash spray JCO by 6/30/10 ($60K) d. Develop IGPP process and formally submit to DOE-SR for approval for implementation at SRS ($51K) e. Seal exterior walls of E-Wing 773-A ($9K) (Note: ventilation and elevator repairs were not funded for FY10 and may be moving to ARRA scope)

SRNS2010SRNL-03.02	9/30/2010	$175,000	Secure for SRNL use an additional 7,000 sq ft of office and/or laboratory space suitable to support additional business scope
SRNS2010SRNL-03.03	9/30/2010	$350,000	In preparation for an FY2012 project start, complete the following documents for a proposed capital project as identified in the SRNL Infrastructure Plan (July 2009): a. Statement of Mission Need b. Estimate and Budgets for Pre-Conceptual Design c. Systems Engineering Study of the High-Level Functions and Requirements d. Technical Task Request e. Pre-Conceptual Design Schedule and Range of Assumptions f. Preliminary Risk and Opportunity Analysis

Acceptance Criteria

SRNS2010SRNL-01.01	Review and evaluate all work authorization documentation quarterly with SR CFO Organization. Work authorized by DOE Contracting Officer and funds obligated to the contract.
SRNS2010SRNL-02.01	Review and evaluation of all completed documents supporting milestone completion
SRNS2010SRNL-02.02	Physical validation of completion and document in SIMTAS
SRNS2010SRNL-02.03	Review and evaluation of all completed documents supporting milestone completion
SRNS2010SRNL-03.01	DOE-SR review of Final Acceptance Inspection
SRNS2010SRNL-03.02	Review and evaluation of documents verifying additional SRNL-secured office and/or laboratory space suitable to support additional business scope
SRNS2010SRNL-03.03	Review and evaluation of submitted documents to support line item project

ATTACHMENT 1:

1. Computing Infrastructure
    a. PC/Help Desk/Network
    b. Main Frame/UNIX
    c. Programming Support
2. Infrastructure O&M
    a. Specialty Test and Repair
    b. Diesel/Breaker Maintenance
    c. Rigging/Load Inspections
    d. Design/Construction Services
    e. Specialty Services
3. Transportation and Trucking
    a. Waste hauling/Heavy Equipment
    b. PECMC/General Transportation
4. Site General Services
    a. Procurement
    b. Asset Management
    c. Facility Specific Training
    d. Food/Janitorial/Laundry
5. Safeguards and Security
    a. Material Control and Accountability
6. Environmental Services
    a. Regulatory Compliance
    b. Waste Management
    c. NEPA/NPDES
    d. Environmental Monitoring
    e. Air Quality
7. Management & Business Services
    a. Financial
    b. Planning and Estimating
    c. Legal
    d. Contracts/Subcontracts
    e. Human Capital
    f. Public Relations
    g. Records Management
    h. Publications
    i. Site Policies and Procedures
    j. Oversight
8. Safety & Health
    a. Site Safety/IH
    b. Industrial Hygiene
    c. Respiratory Protection
9. Radiological Protection
    a. Regulatory Technology
    b. Training/Field Support
10. Engineering Services
    a. Design Engineering
    b. Policies/Procedures
    c. Safety/Criticality
    d. Geotechnical Services
    e. Fire Protection Services
    f. Systems Engineering
    g. Process Hazards

ATTACHMENT 2:

Detailed completion criteria for Contract Output 2 from the Integrated Action Plan

Actions to be completed by 12/31/2009:

1. NRC Business Plan for technical support.
2. Complete Modular Secure Facility.
3. Plan for benchmarking technology transfer.
4. Start metrics reporting for technology transfer.
5. Establish SRNL visual branding.
6. Start metrics reporting for University relations.
7. Start metrics reporting for Research Recruiting.

Actions to be completed by 3/31/2010:

1. Develop proposal to establish an integrating/coordinating role for EM Performance Assessments.
2. SRNL Human Capital Plan.
3. 5 Year High Performance Computing Strategic Plan.

Actions to be completed by 6/30/2010:

1. CRADA Process Improvement Plan.
2. Update Deferred Maintenance List.

Action to be field work complete by 7/31/2010 (does not include paper closeout):

1. Complete REEF FBI Forensics Facility. Project # Y486

Actions to be completed by 9/30/2010:

1. Complete initial demonstration of at-tank/near-tank HLW treatment technology.
2. Complete fermentation studies for cellulosic ethanol pilot plant.
3. Collaboration agreements established with universities.
4. Update Infrastructure Plan.
5. Status and update Separate and Distinct Business Unit Plan for Phase 2.

Part A: Description of performance

PBI Number: SRNS2010NNP

Activity Name: Nuclear Nonproliferation Program

WBS Number:

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee:	Objective Amount:	Subjective Amount:
~~$8.57M~~ $9.02M		

Revision Number: 3

Contractor	**U.S. Department of Energy**
Senior level manager name:	Senior level manager name: Bill Clark
Senior level supervisor name:	Senior level supervisor/division manager name:
Technical Representative name:	Technical Reviewer: Virginia Kay, Clay Ramsey, Scott Cannon, Tom Cantey
Administrative POC:	Administrative POC: Lauren Wabbersen, Alejandro Baez

Performance Outcome:

Provide cost-effective management and technical support to the Nuclear Non-proliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements. Specific Contract Output measures and completion criteria are contained in the PBI description (Part B). A Multi-Year PBI for performance on the WSB project is described in Part C.

Contract Output: SRNS2010NNP-01
Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

Number	Value	Indicator
SRNS2010NNP-1A	$640,000	a. Complete the Final Basement Pour for the main structure of the Waste Solidification Building by March 31, 2010.
SRNS2010NNP-1B	$960,000	Complete wall placement for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by September 30, 2010.

Contract Output 2: SRNS2010NNM-02
Oversee the fabrication, delivery and interim storage of the following SRNS procured long lead equipment such that the items are available to support the Balance of Plant subcontractor's installation schedule and are procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

SRNS2010NNP-2A	$650,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by December 31, 2009.
SRNS2010NNP-2B	$650,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by March 31, 2010.
SRNS2010NNP-2C	$940,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by September 30, 2010.

Contract Output 3: SRNS2010NNP-3
Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASMS NQA-1-2000 (or successor as invoked).

SRNS2010NNP-3A	$512,000	Engineering support, coordination and response for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards. $128,000 at the end of each quarter.
SRNS2010NNP-3B	$512,000	The WSB Project is executed with a Cost Performance Index (cumulative) of 0.93 or greater. $128,000 at the end of each quarterly.
SRNS2010NNP-3C	$512,000	The WSB Project is executed with a Schedule Performance Index (cumulative) of 0.93 or greater. $128,000 at the end of each quarter.

Contract Output 4: SRNS2010NNP-4
Oversee the design, fabrication, delivery and interim storage of the cementation process equipment. Ensure the equipment is available to support the Balance Plant subcontractor's installation schedule and is procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

SRNS2010NNP-4A	$380,000	Complete the design of the cementation equipment by September 30, 2010.
SRNS2010NNP-4B	$380,000	Progress on the fabrication and delivery of the cementation equipment supports the Balance of Plant subcontractor's schedule by September 30, 2010.
SRNS2010NNP-4C	$132,000	The cementation drum handling equipment will be fabricated and delivered to SRS on a schedule which supports installation, by September 30, 2010.
SRNS2010NNP-4D	$132,000	Testing of the DOT-7A drums is completed by September 30, 2010.

Contract Output 5: SRNS2010NNP-5
Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

SRNS2010NNP-5	$600,000	Fee will be paid providing timely support for the MFFF project in accordance with the integrated project schedule.

Contract Output 6: SRNS2010NNP-6
Execute SRNS assigned work related to NNP Common Technologies and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

SRNS2010NNP-6	$70,000	Fee will be paid for executing assigned work related to the Nuclear Nonproliferation Common Technologies and associated work activities.

Contract Output 7: The SRNS PDCF manipulator, canning and system integration efforts extend beyond FY10 as they deliver products which are tied to construction and testing activities in the Integrated Project Schedule (IPS). For Fy10, this Contract Output supports the longer range, multi-year efforts, by establishing and meeting near term (FY10) milestones.

SRNS2010NNP-7A	$152,250	Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDC IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010.
SRNS2010NNP-7B	$304,500	Completion of design, procurement, installation, and testing of Bagless welding, cutting, and glovebox sealing components for operation with the modified PDC Inner Can, SRNL POW schedule item RRBTS2180, Modified BTS System Checkout / Test, to be entered in PDC IPS with scheduled completion August 1, 2010.
SRNS2010NNP-7C	$68,250	Establish the Safety Control System Standardization and Quality Assurance tools and document them in a report to NNSA. Reference IPS activity W45505DE20 scheduled for completion on May 7, 2010.
SRNS2010NNP-7D	$450,000	Prepare and submit for NNSA review a PDC CD-1 package by September 27, 2010.

Contract Output 8: SRNS2010NNP-8
Execute the SRNS PDCF activities in compliance with DOE Order 413.3a and assistance from DOE O 413.3 guides, along with all contractual requirements in a quality, responsive, cost effective manner in accordance with the PDCF Integrated Project Schedule (IPS).

SRNS2010NNP-8A	$195,000	Safety and Security: Completion Criteria in PBI
SRNS2010NNP-8B	$195,000	Customer/Stakeholder Responsiveness: Completion Criteria in PBI
SRNS2010NNP-8C	$195,000	Contractor Assurance: Completion Criteria in PBI
SRNS2010NNP-8D	$195,000	Conduct of Project Management: Completion Criteria in PBI
SRNS2010NNP-8E	$195,000	Conduct of Engineering: Completion Criteria in PBI

SRNS2010NNP

Complete objective evaluation criteria prior to approval. Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.

Evaluation Criteria:

(Objective)

Evaluation Criteria: **Description**

(Subjective)

.

Part B: Specific Contract Measures/Criteria for NNP Activities

PBI: **SRNS2010NNP: Nuclear Nonproliferation Program**
Performance Period: October 1, 2009 – September 30, 2010
Allocated Fee: ~~$8,570,000~~ $9,020,000

Rev. 3: July 14, 2010

Performance Outcome: Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements.

$6,400,000 of the Nuclear Nonproliferation PBI will be paid for the construction of the WSB.

WBS: 01.25.60.01.02

Contract Output 1: Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

25% ($1,600,000) of the allocated fee for the construction of the WSB will be earned as follows:

1A. Complete the Final Basemat Pour for the main structure of the Waste Solidification Building by March 31, 2010 ($640,000)

Completion Criteria:

1. Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
2. Remove all concrete forms for the basemat and complete backfill where required.
3. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

1. Funding is available to support the Balance of Plant (BOP) contract execution.
2. Block-outs are allowed for equipment installation and ease of construction.

3. The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
4. The completion date is based on the construction subcontractor's submitted 60-day schedule. Should the subcontractor propose a schedule modification that does not impact the construction critical path, the fee associated with this contract measure will be paid upon completion of basemat construction.

Government Furnished Services / Items:

1. None identified

1B. Complete wall placements for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by September 30, 2010. ($960,000)

Completion Criteria:

1. Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
2. Remove all concrete forms where required.
3. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

1. Funding is available to support the Balance of Plant contract execution.
2. Block-outs are allowed for equipment installation and ease of construction.
3. The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
4. The completion date is based on the construction subcontractor's submitted 60-day schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path; e.g., leaving a construction opening not previously planned, this contract measure will be considered complete.

Government Furnished Services / Items:

1. None identified

Contract Output 2: Oversee the fabrication, delivery and interim storage of the following SRNS procured long lead equipment such that the items are available to support the Balance of Plant subcontractor's installation schedule and are procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

35% ($2,240,000) of the allocated fee for the construction of the WSB will be earned as follows:

2A. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by December 31, 2009 ($650,000)

Completion Criteria:

1. All reinforcing steel required for the Waste Solidification Building main structure basemat will be received for the Balance of Plant subcontractor use to support the installation schedule.
2. The floor drain tank will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The substation will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor by 12/31/2009

Assumptions:

1. The reinforcing steel received will only be that reinforcing steel required for the current approved design. This will not include additional reinforcing steel procured over and above the current design requirements or reinforcing steel required for approved design modifications unless required by the Balance of Plant subcontract.

2. The floor drain tank will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The substation will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule. In addition,

receipt must be accomplished by 12/31/2009, or prior to revised energy efficiency requirements entering into effect, such that there is no cost impact to the project.

Government Furnished Services / Items:

1. None identified

2B. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by March 31, 2010 ($650,000)

Completion Criteria:

1. All laboratory and sampling gloveboxes for the Waste Solidification Building will be received and receipt inspected for the Balance of Plant subcontractor use to support the installation schedule.
2. The HEPA filter housings will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The active confinement ventilation system (ACVS) exhaust fans will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.

Assumptions:

1. The laboratory and sampling gloveboxes will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

2. The HEPA filter housings will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that

receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The ACVS exhaust fans will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

Government Furnished Services / Items:

1. None identified

2C. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by September 30, 2010 ($940,000)

Completion Criteria:

1. All process tanks, including in-tank process equipment, for the Waste Solidification Building will be received and receipt inspected for the Balance of Plant subcontractor use to support the installation schedule.
2. Both evaporators will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The motor control centers will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.

Assumptions:

1. The process tanks will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

2. Both evaporators will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The motor control centers will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

Government Furnished Services / Items:

1. None identified

Contract Output 3: Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

24% ($1,536,000) of the allocated fee for the construction of the WSB will be earned as follows:

1. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 1. NNSA will provide a periodic evaluation of SRNS' performance with respect to this completion criterion as part of the normal contractor evaluation process. Award fee payments will be made quarterly based on an overall acceptable performance for the quarter as determined by NNSA.

2. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 2. The cumulative Project Cost Performance Index will

be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Cost Performance Index at the end of each quarter.

3. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 3. The cumulative Project Schedule Performance Index will be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Schedule Performance Index at the end of each quarter.

Completion Criteria:

1. Engineering support, coordination and responses for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards ($128,000 at the end of each quarter)
2. The WSB Project is executed with a Cost Performance Index (cumulative) of 0.93 or greater ($128,000 at the end of each quarter)
3. The WSB Project is executed with a Schedule Performance Index (cumulative) of 0.93 or greater ($128,000 at the end of each quarter)

Assumptions:

1. Construction activities associated with other NNSA contractors will not unduly affect the work on the Waste Solidification Building. SRNS has the responsibility for adequately coordinating and integrating the WSB scope of work with other entities on-site.
2. Funding is available to complete the task.
3. It is recognized that CPI and SPI may fluctuate for a variety of reasons, some of which do not accurately reflect project performance. In the event that the CPI and/or SPI falls below the threshold value at the end of a quarter, the quarterly payments for the affected CPI and/or SPI will be withheld. However, the performance fee for a previous quarter under this measure may be earned at the end of a subsequent quarter if the cumulative CPI and/or SPI increase above the required threshold. At the conclusion of FY2010, however, any performance fee for the 4th or previous quarters not yet earned will not be paid. Available fee under this measure is not eligible to be earned in FY2011.

Government Furnished Services / Items:

1. None identified.

Contract Output 4: Oversee the design, fabrication, delivery and interim storage of the cementation process equipment. Ensure the equipment is available to support the

Balance of Plant subcontractor's installation schedule and is procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

16% ($1,024,000) of the allocated fee for the construction of the WSB will be earned as follows:

4A. Complete the design of the cementation equipment by September 30, 2010 ($380,000)

Completion Criteria:

1. The design of the cementation equipment meets the requirements of the applicable performance specification, codes and standards.
2. All comments and changes identified during design reviews have been incorporated and/or resolved.
3. Completion of the design supports subsequent contract activities consistent with the Balance of Plant subcontractor's schedule.

Assumptions:

1. None

Government Furnished Services / Items:

1. None identified

4B. Progress on the fabrication and delivery of the cementation equipment supports the Balance of Plant subcontractor's construction schedule by September 30, 2010 ($380,000)

Completion Criteria:

1. Fabrication of the cementation equipment is proceeding on schedule to support testing, receipt and installation by September 30, 2010 ($380,000)

Assumptions:

1. The cementation equipment (4 units) will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract

measure may be deferred until such time that receipt inspection is complete and the equipment is available on the needed schedule.

2. Should delivery of the cementation not occur during FY2010, NNSA will determine the adequacy of progress at the end of FY2010 and based on this determination award an equivalent progress payment against the PBI fee pool. It should be noted that a key point of that determination will be potential cost impacts on the Balance of Plant subcontract based on evaluation of the to-go activities and anticipated receipt of equipment.

Government Furnished Services / Items:

1. None identified

4C. The cementation drum handling equipment will be fabricated and delivered to SRS on a schedule which supports installation, by September 30, 2010 ($132,000)

Completion Criteria:

1. The cementation equipment vendor has submitted the detailed design for review.
2. A formal design review has been completed and comments transmitted to the vendor.
3. Comments have been incorporated and the design accepted by SRNS.
4. The equipment has been fabricated, delivered and receipt inspected to support the Balance of Plant subcontractor's construction schedule.

Assumptions:

1. The drum handling equipment will be fabricated and delivered based on the Balance of Plant subcontractor's construction schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure may be deferred until such time that receipt inspection is complete and the equipment is available on the needed schedule

Government Furnished Services / Items:

1. None identified

4D. Testing of the DOT-7A drums is completed by September 30, 2010 ($132,000)

Completion Criteria:

1. All testing requirements have been identified.
2. All necessary testing has been completed and satisfactorily meets applicable requirements.

Assumptions:

1. None

Government Furnished Services / Items:

1. None

$600,000 of the Nuclear Nonproliferation PBI will be paid providing timely support for the MFFF project in accordance with the integrated project schedule.

WBS: 01.25.60.03

Contract Output 5: Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

Completion Criteria:

1. Oversee the safety, quality and environmental compliance of work performed on the PDP electrical substation by South Carolina Electric and Gas to ensure compliance with subcontract requirements. Prompt action will be taken to address issues and violations. Complete construction of the PDP electrical substation by September 30, 2010
2. Execute assigned support tasks in accordance with approved Work Task Agreements with Shaw AREVA MOX Services in a timely and efficient manner by September 30, 2010
   a. Construction support (badging, training, utilities, waste hauling/disposal)
   b. Instrument calibration
   c. Analytical lab instrument design
3. Execute assigned tasks as requested by NNSA in support of the MFFF project in a timely and efficient manner by September 30, 2010
   a. Feed materials characterization
   b. Alternate Feed Stock (AFS) studies

c. MOX Early Option 2 proposal reviews

Assumptions:

1. Funding will be adequate to support the scope.

Government Furnished Services / Items:

1. None identified

$70,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the Nuclear Nonproliferation Common Technologies and associated work activities.

WBS: 01.25.60.05

Contract Output 6: Execute SRNS assigned work related to NNP Common Technologies and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

Completion Criteria:

1. Prepare a review quality draft of an updated Plutonium Disposition Program Execution Plan within 60 days of receiving written guidance from NNSA on content and major programmatic assumptions. For planning purposes, assume delivery of product in the 4th quarter of FY 2010.
2. The Plutonium Disposition Integrated Program schedule is updated and issued not less than quarterly.
3. Support two semi-annual project and program reviews consistent with the content and format requested by NNSA-HQ.
4. Execute site logistics for the PDP such as the following:
   a. Developing and approving site use permits
   b. Establishing lay-down areas to support the NNP projects
   c. Performing utility studies as required
   d. Establishing and maintaining Memoranda of Understanding
   e. Developing and coordinating interface control documents between EM, NNSA, and the NNP Projects.

Assumptions:

1. Funding will be adequate to support the scope.

Government Furnished Services / Items:

1. None identified

~~$1,500,000~~ $1,950,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the PDCF project activities.

WBS: 01.25.60.01.01

Contract Output 7: The SRNS PDCF manipulator, canning and system integration efforts extend beyond FY10 as they deliver products which are tied to construction and testing activities in the Integrated Project Schedule (IPS). For FY10, this Contract Output supports the longer range, multi-year efforts, by establishing and meeting near term (FY10) milestones.

~~35%~~ 50% (~~$525,000~~ $975,000) of the allocated fee for PDCF project activities will be earned as follows:

7A. Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDCF IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010 ($152,250).

Completion Criteria:

1. The PDCF manipulator Conceptual Design for the 18 PDCF manipulators will be completed in FY09.
2. Upon completion of the Conceptual Design, a Preliminary Design for the PDCF manipulators will be developed, reviewed, review comments incorporated, and accepted by the IPT.
3. Upon completion of RMG preliminary designs for all process lines, the RMG vendor will complete sufficient detail design and modeling of RMG components and interfacing glovebox features to support conceptual design of the RMG test bed, and complete test bed conceptual design and models.
4. The contract measure will be satisfied when the manipulator test bed conceptual designs and models are presented by PaR Systems in a televised (I Link) presentation, and approved by the PDC RMG Design Authority: Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDCF IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.

3. The IPS contains concurrent reviews of PaR System designs and models by LANL, URS, and SRNS which must be completed to meet the milestone date.
4. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7B. Satisfactorily Complete re-design of the PDC 3013 inner can, design, procurement, installation, and testing of Bagless welding, cutting, and glovebox sealing components for operation with the modified PDC Inner Can, SRNL POW schedule item RRBTS2180, Modified BTS System Checkout / Test, to be entered in PDC IPS with scheduled completion August 1, 2010. ($304,500)

Completion Criteria:

1. To satisfy this completion criteria, all items will be performed in accordance with NQA-1 requirements
2. SRNL will have issued revised 3013 inner can designs, revised the can procurement to utilize the modified designs, and submitted the modified designs to LANL and URS to support modification of interfacing equipment.
3. SRNL will have modified designs and procured modified components for cutter clamps and closure devices, welder tip and weld clamps, Bell Jar seals, glovebox sphincter seals, and the tool axis mount plate.
4. SRNL will assemble modified components in the PDC Canning Development Lab on the prototype BTS System, perform tests of the modified components on the installed assembly, and write a BTS System Readiness Test Report.
5. SRNS Product Canning System Design Authority will approve the BTS System Readiness Test Report.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. The DOE Design Authority for Std. 3013 has previously identified specific inner can qualification testing and criteria that must be satisfied based on the changes from the previously qualified 3013 can (*Meeting Minutes in E-Mail,*

Stimac to Mcalhaney, dated 12/18/06). It is assumed that there are no changes to this previously established re-qualification criteria for the PDCF 3013 inner can.
4. The report will be developed and approved through SRNL/SRNS. The report will be submitted to DOE for review and comment on schedule.
5. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7C. Establish the Safety Control System Standardization and Quality Assurance tools and document them in a report to NNSA. Reference IPS activity W45505DE20 scheduled for completion on May 7, 2010. ($68,250)

Completion Criteria:

1. Identify and document to tools necessary to establish the standards, procedures, and QA tools for safety systems.
2. Procure and perform a Factory Acceptance Test on the standardization tools.
3. Receive, perform Site Acceptance Test, and document on the standardization tools.
4. Integrate the safety system tools with the PDCF development system and test.
5. Document the results of the above actions in a report to be submitted to NNSA.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7D. The scope of this contract output includes the preparation and submittal of the PDC CD-1 report package to NNSA-SR in accordance with DOE O 413.3 (current version) and DOE S 1189. ($450,000)

Note: Support for NNSA-SR/NNSA-HQ reviews of the CD-1 package will extend into the first quarter of FY2011. This deliverable will be captured in the FY2011 NNP PBI currently under development.

Completion Criteria:

1. Based on the accelerated strategy, submit complete and acceptable PDC CD-1 package to NNSA-SR by September 27, 2010.
2. Early, preliminary copies of draft CD-1 documents are made available to NNSA in an organized format for parallel reviews.
3. Quality of CD-1 documents is such that minimal revisions are identified and the content complies with DOE O 413.3 (current version) and DOE S 1189.

Assumptions:

1. Up to 100% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.
2. Substantive changes or delays are outside of contractor's control.
3. A CD-1 resource loaded schedule is available for NNSA acceptance by 23 July 2010. Schedule is maintained to reflect actual status and it is aligned with ongoing work efforts.
4. CD-1 documents will be delivered per the CD-1 document tree Rev E (or current) and 23 July 2010 project schedule.

Government Furnished Services / Items:

1. None identified

Contract Output 8: Execute the SRNS PDCF activities in compliance with DOE Order 413.3a and assistance from the DOE O 413.3 guides, along with all contractual requirements in a quality, responsive, cost effective manner in accordance with the PDCF Integrated Project Schedule (IPS).

~~65%~~ 50% ($975,000) of the allocated fee for PDCF project activities will be earned as follows:

13% of the maximum fee for this contract output may be earned for each of the completion of criteria 8.A, 8.B, 8.C, 8.D, and 8.E. NNSA will provide a periodic evaluation of SRNS' performance with respect to these completion criteria as part of the normal contractor feedback process. Award fee payments will be made quarterly based on an overall acceptable performance for the quarter as determined by NNSA

8A. Safety and Security ($195,000)

Completion Criteria:

1. No safety incidents, issues, or concerns during the performance period.
2. No safeguards and security incidents, issues, or concerns during the performance period.
3. Any incidents, issues, or concerns will be properly communicated and be addressed in a timely manner and evaluated to avoid reoccurrence.
4. All written communications on PDCF activities comply with contractually prescribed requirements.

8B. Customer/Stakeholder Responsiveness ($195,000)

Completion Criteria:

1. Provide integrated, timely, constructive, quality support and responses to the FPD, Deputy, and the Federal IPT members, NNSA, DOE, DNFSB, GAO, IG, and other external review teams.
2. Support current and out year budget, funding, and planning activities as needed.

8C. Contractor Assurance ($195,000)

Completion Criteria:

1. Implement and institutionalize a Contractor Assurance Program for SRNS on the PDCF project.
2. During the 1st quarter of FY10, complete CY09 planned assessments, and by October 30, 2009, submit an approved FY10 SRNS PDCF Contractor Assurance Plan for the remainder of FY10.
3. Execute the FY10 SRNS PDCF Contractor Assurance Plan through the remainder of FY10.
4. Submit an approved FY11 SRNS Contractor Assurance Plan for FY11 during the 4th quarter of FY10.
5. Institutionalize a lessons learned program for SRNS on the PDCF project and provide regular reports..

8D. Conduct of Project Management ($195,000)

Completion Criteria:

1. Institutionalize good project management practices across all PDCF activities.
2. Designate a qualified PDCF project manager for SRNS activities.
3. Fully support the implementation of a trend program for PDCF.
4. Institutionalize the use of an earned value management system using best practice schedule management with utilization of a resource loaded schedule with well defined work activities, minimizing "level of effort" tasks, with logic ties to other SRNS and IPT activities.
5. Strictly manage SRNS activities related to PDCF critical path or near critical path. Maintain Cost and Schedule Performance (CPI/SPI) between 0. 95 and 1.10. Provide quality variance analysis in the monthly report that discuss causes/effects and corrective measures to recover cost or schedule impact, Variance reports should also integrate with other organizations when SRNS performance impacts other IPT organizations.
6. Continue the PDCF Risk Management program and work with IPT to identify and capitalize on opportunities. Look for opportunities to improve the Risk Management Plan and processes.
7. Provide accurate monthly reports that demonstrate prudent project management and ownership.

8E. Conduct of Engineering ($195,000)

Completion Criteria:

1. Actively participate and provide integrated, timely, constructive, and quality support to the Technical Oversight Group (TOG) and the Integrated Project Team (IPT).
2. SRNS activities and support should enhance, not adversely impact, other IPT activities.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. None identified

Part C: Nuclear Nonproliferation Multi-year PBI

Time Period: October 1, 2009 – September 30, 2013
Allocated Fee: $TBD (see *Available Fee* below)
Rev. A

Performance Outcome: Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the WSB project is completed within the cost and schedule baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements.

Contract Output 1: Safely execute the construction of the Waste Solidification Building in accordance with the approved project baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

Available Fee: The fee available for this contract output is structured as an incentive for the sharing of cost under-runs. The fee to be earned will be provided by WSB line-item funds and is in addition to the potential fees earned through the annual award fee pool as delineated in the M&O contract. The fee earned will be 50% of the funds remaining after project closeout. NNSA OPC costs are not included in this determination; therefore, the final actualized TPC will be subtracted from a ceiling of $341,555,000 for the purpose of calculating fee.

Contract Measure: Up to 100% of the allocated incentive fee may be earned by Contract Output as follows:

1. Complete the WSB project, through project and contract closeout, at a Total Project Cost of less than $341,555,000.
2. The approval of Critical Decision 4 must be on a schedule to support the need date of the Mixed Oxide Fuel Fabrication Facility and does not result in cost impacts to that project due to WSB schedule delays.

Completion Criteria:

1. Critical Decision 4 is approved by NNSA.
2. All costs have completed the accrual process.
3. All contracts and subcontracts have been closed out and any required DOE reviews completed.
4. All claims for equitable adjustments and contract disputes have been resolved to a point that no further financial liability would be provided from project funds (see *Conditions* below).
5. All records documenting the completion of the subject activities in accordance with the applicable requirements are complete.

6. The Critical Decision 4 completion date is currently forecast for 3rd quarter FY13 (see *Conditions* below).

Cost Overruns: In the event that project costs exceed the approved WSB project baseline (currently $341,555,000), SRNS will be responsible for a portion of the actualized overrun. The overrun will be shared with the government at a ratio of 80% (NNSA) – 20% (SRNS). The maximum amount that SRNS will be liable for is capped at $6,000,000.

Assumptions:

1. Funding is available to support the project execution.
2. In the event that NNSA directed scope changes result in an increase to the project baseline; i.e., additional funds provided for the line-item, the total available fee will be calculated based on the revised cost ceiling. This provision does not apply to a project baseline increased due to project performance.
3. It is anticipated that changes will be experienced. Potential changes have been allocated for in project contingency analyses. These changes will be funded through available management reserve/contingency. SRNS should not assume that additional funds will be added to the line item and should expect that all changes will be provided for by current project funds (see *Scope Changes* below).
4. Critical Decision 4 will be approved by NNSA in a timely manner to support the WSB schedule. SRNS is not responsible for delays in CD-4 approval, provided:

    i. The request for approval is submitted in accordance with the WSB schedule and provides the necessary time for the NNSA review process.
    ii. The reason for delay is not attributable to SRNS performance or execution.

Conditions:

1. Fee under this incentive will be paid in its entirety upon project completion as delineated above.
2. Completion is based on the Early Finish date, with the overriding goal of not impacting the MFFF schedule. There will be no penalty to SRNS should the MFFF need-date be delayed. In that event, the WSB project may have additional opportunities to save costs by adjusting schedule; e.g., less overtime required. Exceeding the Late Finish date does not necessarily eliminate the ability to earn fee under this incentive provided that Critical Decision 4 is approved prior to the MFFF need-date.
3. Should the MFFF need-date be earlier, but within the baseline WSB schedule contingency window, the WSB project will expend the funds necessary to meet the need-date. See *Contract Measure 2* above.

4. Upon payment to SRNS under this incentive, any additional late claims from a subcontractor related to the WSB scope will be paid by SRNS unless specifically accepted by NNSA.
5. The project is expected to complete within the base period of SRNS prime contract. However, in the event the SRNS prime contract completes before project completion, the parties will negotiate cost or savings sharing on a pro-rata basis based on the project status at the time of SRNS' prime contract completion date. Any payment to or from SRNS under this incentive will not take place until final project closeout (consistent with the completion criteria discussed above) even if this takes place after the SRNS prime contract is complete.

Scope Changes: The TPC includes contingency funds to address anticipated events. However, it is expected that the project will be expected to absorb any new scope (including directed scope) using contingency funds. Examples of such scope changes that could impact project cost and/or schedule include, but are not limited to, new or revised DOE Orders/Standards, DNFSB Recommendations, or new laws issued by Congress. Because the only funds available for this incentive are within the project baseline, the contingency currently available will be used to support project needs and will reduce the fee available as those funds are expended. It is not the intent of NNSA to penalize SRNS potential fee that it could have earned if additional funding had been provided, however fee is available only *as long as a surplus is maintained*. NNSA will make an equitable determination of "new and significant" scope items at the completion of the project for the purposes of identifying those funds available to be earned under this PBI. In this eventuality, costs for these scope increases will be provided first from the NNSA half of any under run to the extent available. If new and significant changes result in cost impacts greater than half of the surplus that would have been available, then NNSA would receive $0 and the contractor's fee would be reduced to cover the difference. The potential exists that should project costs rise to the current TPC ceiling, little if any funds may remain available for this incentive. Any adjustment is intended to cover new and significant additions to scope that are driven by external conditions and not addressed by existing risk analyses and will be made at the discretion of NNSA. Finally, if in NNSA's determination, the WSB project would have been completed within the approved baseline except for such new and significant scope, and the scope resulted in exceeding the TPC, SRNS will not be liable for the cost overrun.

In the event that additional funding is obtained to address new scope, the WSB Performance Measurement Baseline will be revised. Any additional contingency commensurate with the new scope will not necessarily be considered as additional available fee. This PBI will be evaluated at that time to determine if an adjustment to the incentive is warranted.

Multi-year PBI – Annual Assessment

As part of the Nuclear Nonproliferation multi-year PBI for the Waste Solidification Building, an annual assessment will be performed and documented at the conclusion of each fiscal year to status all Project related financial transactions affecting the overall Project baseline cost contingency. This annual assessment allows for early identification of concerns or issues by either party to ensure prompt resolution. The annual assessment also ensures consistent interpretation of cost impacts by both parties. The annual assessment will include the following:

1. Statement of the Project contingency at the beginning of the fiscal year.
2. Statement of any and all additional Project contingency (if any) generated during the fiscal year.
3. Statement documenting all project Change Orders approved during the fiscal year that impacted Project contingency. Each Project Change Order will be listed with a summary level discussion of the reason for the change and the cost for the change. Any approved Project Change Orders that are directly the result of an NNSA directed change to the Project will be so noted.
4. Statement listing all Project Change Orders and the costs that are directly the result of an NNSA directed change since the initial approval of the multi-year PBI.
5. Statement of the Project contingency at the end of the fiscal year.

Government Furnished Services / Items:

- Approval of Critical Decision 4

Performance Fee Agreement

SRNS2010TP

PBI Number: SRNS2010TP

Activity Name: Tritium Programs

WBS Number: 1.03

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee:	Objective Amount: *(50% of allocated fee)*	Subjective Amount: *(50% of allocated fee)*
	$5,790,000	$5,790,000

Revision Number: 1

Senior level manager name:
Douglas Dearolph

Senior level supervisor/division manager name:
Tim Fischer

Performance Outcome:

The Contractor shall manage the Tritium program as a defined severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction with the NNSA Nuclear Security Enterprise.

Contract Output: SRNS2010TP
The Tritium Performance Fee Agreement has eight contract outputs which are fully developed in the Tritium PBI pages 5 - 34. A summary of each contract output is provided below. The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully-funded NNSA-HQ program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2010. The PBI includes both objective and subjective performance elements. The subjective elements will receive an adjectival rating using the enclosed Subjective Rating and Criteria Description table.

Performance Fee Agreement

SRNS2010TP

Number	Value	Indicator
SRNS2010TP-01	$2,895,000	Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction. Provides incentive to the contractor to meet all requirements associated with the Helium 3 mission. This output also provides the contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. Provide the contractor incentive to achieve NNSA Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program, First Production Unit and related functions.
SRNS2010TP-02	$694,800	Extract tritium from irradiated Tritium-Producing Absorber Rods.
SRNS2010TP-03	$80,000	Conduct research and development activities that solve complex problems related to mission of SRSO and the NNSA
SRNS2010TP-04	$769,800	Support the Tritium Programs mission by safe and efficient execution of projects. 1) He-3 projects (Y504, Y505) 2) Project Support Building and facility projects (Y549, Y547, Y522, Y430, Y470) 3) Stretch: Project Support Building Mechanical Complete. (Y547) 4) Stretch: ARMS post project scope and additional processing units. 5) TEF Warehouse Mechanical Complete (Y548)

Performance Fee Agreement

SRNS2010TP

SRNS2010TP-05	$1,737,000	Participate in the NNSA multi-site and Enterprise incentives to achieve Complex-wide goals.
SRNS2010TP-06	$1,737,000	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations) Facility and Site Management Maintenance Effectiveness Operations and Work Planning Quality Assurance Engineering Nuclear Security and Fire Protection Radiation Protection
SRNS2010TP-07	$1,737,000	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S) Training and Qualification Emergency Management Health & Safety (excludes fire protection) Environmental Management Waste Management Safeguards and Security Cyber Security
SRNS2010TP-08	$1,929,400	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Business) Fiscal Management Contractor Assurance System Program Management Project Management Information Technology/Process Control

Performance Fee Agreement

SRNS2010TP

SRNS2010TP	Complete objective evaluation criteria prior to approval. Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.
Objective Evaluation Criteria:	Completion will require: Will be evaluated as performance is completed and will be discussed and documented in the monthly SRSO and contractor performance meeting.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description
Outstanding	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

Note: Due to the introduction of the "very good" category, the gateway will require achieving "very good" to access the stretch fee.

Performance Fee Agreement

SRNS2010TP

PBI: **SRNS2010TP: Tritium Programs**
Performance Period: October 1, 2009 - September 30, 2010
Allocated Fee: $11,580,000

Performance Outcome:

The Contractor shall manage Tritium Programs as a defined, severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction within the NNSA Nuclear Security Enterprise.

The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully funded NNSA-HQ program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2010.

Subjective Adjectival Rating Criteria:

For those Completion Criteria that receive an adjectival grade and numerical score the following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description
Outstanding	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

Note: Due to the introduction of the "very good" category, the gateway will require achieving "very good" to access the stretch fee.

Performance Fee Agreement

SRNS2010TP

Contract Output 1. Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction.

This work is the highest priority Stockpile Stewardship mission at the Savannah River Site. This Contract Output provides the contractor incentive to meet all Production Directive and shipping commitments on schedule. The work covered by this Contract Output is to accomplish the DSW mission to provide loaded reservoirs in support of the nuclear weapons stockpile, and to meet all monthly directive commitments for delivery of Limited Life Components (LLC) to the Department of Defense and Pantex Plant.

In addition to providing reservoirs to meet LLC directive commitments, a goal of this PBI is to drive the improvement of reservoir quality for each weapon system. The improvement goal will be that the total reservoir product of each system will have a facility Tritium Production Acceptance Group (TPAG) high quality acceptance rate.

This Contract Output provides contractor incentive to meet all requirements associated with the Helium-3 mission.

This Contract Output provides contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. The decrease of classified parts is accomplished by unloading and disposing of non-reclaimable reservoirs.

This Contract Output also provides the contractor incentive to achieve National Nuclear Security Administration (NNSA) Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program (LEP) First Production Unit (FPU) and related functions. The Gas Transfer System (GTS) testing program is a key activity in the Nuclear Weapons Stockpile Surveillance Program. The NNSA and Design Agencies have placed a high priority on timely GTS testing and reporting. The on-time delivery of GTS test data will provide key information on the performance and aging effects of GTS components, and support decisions for future weapon design.

The work scope consists of function testing, burst testing, and metallographic examination of Stockpile Laboratory Tests and similar testing of units from the Life Storage Program. The work scope also includes testing of production samples. Other activities in support of the surveillance program include loading, unloading, reclamation and storage of LSP reservoirs. Work scope is considered complete when GTS performance data is documented in RAPTOR reports and destructive examination results

Performance Fee Agreement

SRNS2010TP

are documented in RAISIN reports for SLT units and Metallurgical reports for LSP units. Specific work scope is documented and tracked to completion in the RSO schedule.

Up to $2,895,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 1 as follows.

Essential Fee

1. $579,000 available fee for Completion Criterion 1. Monthly fee payments (1/12th of the available fee) will be earned, consistent with successful monthly performance of Completion Criterion 1.
2. $579,000 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 2.
3. $231,600 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 3.
4. $231,600 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 4.
5. $463,200 available fee of this Contract Output may be earned for the completion of Completion Criterion 5.
6. $347,400 available fee for Completion Criterion 6. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 6 at the end of each quarter (December 31, 2009; March 31, 2010; June 30, 2010 and September 30, 2010).
7. $115,800 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 7.
8. $347,400 available fee for Completion Criterion 8. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 8 at the end of each quarter (December 31, 2009; March 31, 2010; June 30, 2010 and September 30, 2010).

Completion Criteria

1. Complete the monthly loading, packaging and shipping of reservoirs per SRSO Production Directive and the monthly shipping schedule.
2. The total reservoir product of all weapon systems will have a facility TPAG (by Submittal) acceptance rate of 98.5% or greater. The weapon systems to be measured are B61, W76-0, W76-1, W78, W80, B83, W87, and W88. The calculation will be annualized such that the defect rate will be based on the total number of reservoirs submitted for inspection during the year. If TPAG acceptance rate performance is 98.5% or greater, then 100% of the available fee will be earned. In all cases, the monthly Cost of Nonconformance will be 2% or less. If TPAG acceptance rate performance is less than 98.5%, then fee earned for this Completion Criterion will be reduced as follows, provided the Cost of Nonconformance meets requirements:

Performance Fee Agreement

SRNS2010TP

- TPAG acceptance rate equal to 98.0% but less than 98.5%, fee earned will be 75% of the available fee.
- TPAG acceptance rate equal to 97.0% but less than 98.0%, fee earned will be 50% of the available fee.
- TPAG acceptance rate less than 97.0%. No fee will be earned for this Completion Criterion.

3. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program. Process Helium-3 byproduct so that it is available for sale through the DOE Isotope Program while minimizing the amount of Helium-3 that is lost through stack releases. This is to be accomplished without adverse impact to the central mission of the HANM facility.
4. Packaging and Shipping / OST Support.
   a. Provide loading/off-loading support to OST according to the schedule.
   b. Maintain inventory records, as required.
   c. Maintain shipping and receiving records, as required.
5. Dispose of 2671 reservoirs as part of the Classified Parts Reduction program. Criterion is met when reservoirs are stored in waste containers (e.g., B-12/B-25/RD-100) for disposal.
6. Function Testing. Completion of 150 Function Test Equivalents (FTEs) with test data documented in RAPTOR reports.
7. Reporting. For reports issued during the PBI period, the annual average RAPTOR-to -RAISIN report goal duration times for Stockpile Lab Tests will be 5 months for Type A (B61, W78, W80, W87) reservoirs and 10 months for Type B (W76, B83, W88) reservoirs. One month will be allowed for Ultrasonic Testing of certain systems, as directed by the Design Agencies (currently applies to the B61 and W78), but will not count towards the determination of the RAPTOR-to-RAISIN duration. Delays pending Design Agency (DA) or NNSA direction are excluded from the RAPTOR-to-RAISIN report duration times, unless the delay is due to SRNS error. Changes to scope by the Design Agencies will require negotiation of new duration goals.
8. Post-Function Testing. Completion of destructive examinations of 27 LSP units and documentation of results in Metallurgical reports.

Assumptions

1. For Completion Criterion 1.

a. The basis for evaluation will be loading/shipping of Production Directive requirements as specified to the contractor by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) in a three month "look ahead" Production Directive schedule. A new Production Directive will be issued by NNSA-SRSO each month. If Savannah River Nuclear Solutions (SRNS) considers

Performance Fee Agreement

SRNS2010TP

that the specified schedule changes will increase costs or delay any delivery, SRNS shall promptly notify the NNSA-SRSO Contracting Officer, orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, SRNS shall await further direction. Shipping is done per a monthly shipping schedule. If packaging is completed, but a shipment is missed for some reason beyond SRNS control, the Completion Criteria shall be considered complete.

b. Performance is evaluated monthly. Any missed shipment as a result of SRNS performance will result in nonpayment for that month's portion of this Contract Output.

c. Failure to maintain acceptable quality performance, as indicated by the following established metrics will subject SRNS to the following described fee reductions.

1. Cost of Non-Conformance (CONC) - Evaluates the Tritium Facilities cost of nonconformance as compared to the Tritium Facilities total product cost. A fee deduction may be imposed if cost exceeds 2.0% in any month.

2. The maximum total fee deduction associated with any month's reservoir shipment, cannot exceed the monthly maximum fee payment.

2. This PBI will use the Function Test Equivalents which have been developed and jointly agreed upon by SRSO and SRNS. Test equivalents may be modified to respond to changes in testing requirements or methodology by SRSO or the Design Agencies.

3. Completion of W88 RAISIN reports is dependent upon the Design Agency's timely resolution of hydroburst issues.

4. Completion Criteria delays resulting from a function test system or environmental conditioning system malfunction not attributable to SRNS performance will allow the adjustment of the Completion Criteria and reallocation of the fee. SRSO has accepted risk for single-point failure in lieu of additional costs to provide redundant and backup capability.

Government Furnished Services / Items

1. War Reserve components required from other sites to support the Production Directive must be received at SR, free of defects, a minimum of 90 days in advance of the scheduled ship date. Processing and shipping of components not meeting these requirements, and/or due to changes to the Production Directive less than ninety days in advance of the ship date, will be accomplished in a "best efforts" manner, and SRNS will not be penalized for failure to meet the scheduled date.
2. The number of reservoirs to prepare for disposal was based upon current direction as to which reservoirs were authorized for disposal. In the event that SRNS is directed to delay disposal of additional reservoir types, the number of reservoirs

Performance Fee Agreement

established in Completion Criterion 4 will be reduced consistent with delayed quantities.

3. Timely delivery of components required for testing.
4. No delay in testing from the Design Agencies due to systematic anomaly, not associated with SRNS negligence.

Performance Fee Agreement

SRNS2010TP

Contract Output 2. Extract tritium from irradiated Tritium-Producing Burnable Absorber Rods.

This Contract Output provides the contractor incentive to complete selected tritium production-related milestones that are significant to support the Tritium Readiness Program and operation of the Tritium Extraction Facility (TEF) to receive and extract TPBARs. The TEF will be operated in accordance with the TEF Annual Operating Plan and the Responsive Operations Plan.

Completion of the activities cited in this Contract Output will replenish the Nuclear Security Enterprise inventory of tritium. Meeting these work requirements is dependent upon the proper functioning and availability of a one-of-a-kind facility, many complex pieces of equipment, and the availability of a knowledgeable staff for operation and maintenance.

Up to $694,800 of the allocated Tritium Programs PBI fee may be earned by Contract Output 2 as follows.

Essential Fee

1. $115,800 maximum fee of the Contract Output may be earned at the completion of Completion Criterion 1.
2. $115,800 maximum fee of the Contract Output may be earned at the completion of Completion Criterion 2.
3. $463,200 maximum fee of the Contract Output may be earned at the completion of Completion Criterion 3.

Completion Criteria

1. Receive Cycle 9A TPBARs and place in storage by March 29, 2010. Activity is complete when cycle 9A TPBARs are in storage location in TEF Remote Handling Building.
2. Receive Cycle 9B TPBARs and place in storage by May 28, 2010. Activity is complete when cycle 9B TPBARs are in storage location in TEF Remote Handling Building.
3. Extract Cycle 9A TPBARs by June 30, 2010. Tritium extraction activity is complete when gas has been extracted from the Cycle 9A TPBARs and is accounted for in ARMS.

Assumptions

None.

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Government Furnished Services / Items

1. For Completion Criterion 1 and 3, the Cycle 9A TPBARs must be received on the property of SRS from TVA and NAC by March 1, 2010. If the cask is received beyond this date, there will be a day-to-day slip in the completion date for this activity.

2. For Completion Criterion 2, the Cycle 9B TPBARs must be received on the property of SRS from TVA and NAC by April 30, 2010. If the cask is received beyond this date, there will be a day-to-day slip in the completion date for this activity.

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Contract Output 3. Conduct research and development activities that solve complex problems related to the mission of SRSO and the NNSA.

Research and development activities are conducted to solve complex problems related to the mission of SRSO and the NNSA.

A focused research and development program advances the design and manufacture of Gas Transfer System components and manufacturing methods. These activities are sponsored by the Readiness Campaign, Enhanced Surveillance Campaign, as well as the core mission programs (RTBF and DSW). This Contract Output provides the contractor incentive to complete research and development activities that support NNSA missions at Savannah River and other NNSA sites.

Up to $80,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 3 as follows.

Essential Fee

1. $20,000 available fee for Completion of Criterion 1.
2. $60,000 available fee for Completion of Criterion 2.

Completion Criteria

1. Develop design for Gen1 Hydride Bed with Thermal Enhancement Cartridge Heater modification (Tech Mod). By September 30, 2010 have an approved design calculation and engineering drawing for Gen1 Rev. 2 (Tech Mod) hydride bed.
2. Implement Automated Control System for Mini-TCAP in HRTL. Complete by September 30, 2010 a Mini-TCAP system which will function 24/7 under automatic control.

Assumptions

None

Government Furnished Services / Items

None.

Performance Fee Agreement

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Contract Output 4. Support the Tritium Programs missions by safe and efficient execution of projects.

Up to $769,800 of the allocated Tritium Programs PBI fee may be earned by Contract Output 4 as follows.

Essential Fee

1. $231,600 available fee for Completion Criterion 1; $115,800 for 1.a and $115,800 for 1.b.
2. $289,500 available fee of the Completion Criterion 2; $57,900 for 2.a, $57,900 for 2.b, $57,900 for 2.c and $57,900 for 2.d., $28,950 for 2.e and $28,950 for 2.f .
3. $57,900 available fee for Completion Criterion 3
4. $115,800 available fee for Completion Criterion 4; $57,900 for 4.a and $57,900 for 4.b.
5. $75,000 available fee for Completion Criterion 5.

Completion Criteria

1. He-3 Projects. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program.

   a. For Project Y504 He-3 Separation and Bottling Process, a satisfactory completed design will be submitted to SRSO by July 31, 2010.

   b. For Project Y505 Byproduct Decontamination Process, installation, start-up testing, resolution of pre-start issues, and turnover to Operations will be completed by May 31, 2010.

2. Project Support Building and Facility Projects

   a. For Project Y549 Tritium Site Preparation & Utilities, Mechanical Complete with no outstanding "A" or "B" punch-list items will be accomplished by June 10, 2010.

   b. For Project Y547 Tritium Office/Shop Building, Design Complete will be accomplished by April 29, 2010.

   c. For Project Y522 P1 Piping Modifications, Mechanical Complete will be accomplished 19 weeks after P1 OGM start.

   d. For Project Y430 HAOM Air Monitoring, Mechanical Complete will be accomplished by January 31, 2010. If HAOM legacy configuration issues require schedule delays then SRSO will discuss with SRNS and there may be a renegotiation on the completion date.

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e. For Project Y470 Automated Reservoir Management System (ARMS) Modernization, complete Code Development of the 1K Inert reservoir by May 31, 2010.

f. For Project Y470 Automated Reservoir Management System (ARMS) Modernization, complete Integrated Testing of Inert Reservoirs by September 30, 2010.

3. STRETCH: Complete Mechanical Completion for Project Y547 Tritium Office/Shop Building with no outstanding "A" punch list items by September 15, 2010. (0.5%).

4. STRETCH: ARMS post-project scope:
   a) Complete ARMS post-project scope modifications to the new ARMS system for the RUC processing, HSV processing and TCV processing by September 30, 2010.
   b) Complete additional processing units/reservoirs by September 30, 2010.
   Completion, reduction and/or elimination of any ARMS post-project scope in FY10 in addition to items identified in a) is considered successful completion of this stretch criterion.

5. For project Y548 TEF Warehouse, Mechanical Complete with no outstanding "A" punch-list items by September 30, 2010.

Assumptions
Assumptions are included in the individual Completion Criteria.

Government Furnished Services / Items
None

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Contract Output 5. Participate in the NNSA Multi-Site Incentives and NNSA Nuclear Security Enterprise Initiatives.

Participate in the NNSA Multi-Site Incentives (MSIs) by working with Nuclear Security Enterprise partners to achieve Enterprise-wide goals. Although SRS Tritium Programs' level of participation will vary across the individual Multi-Site Incentives, the distribution of available fee according to Assumption 1 encourages partnership with other Nuclear Security Enterprise (NSE) sites to achieve NNSA's objectives. This is the purpose of Multi-Site Incentives.

NNSA has been analyzing ways to lower the cost of business and has been actively evaluating ways to consolidate contracts. For the plan to be effective in the future, NNSA must know the actual costs of work performed by Tritium Programs and other site resources and specific deliverables that are produced by the workforce. This requires implementation of the Tritium Programs Severability plan with EM partners on site to achieve NNSA goals.

Participate in actions needed by the Nuclear Security Enterprise to support Record of Decision requirements. This may require working with internal partners such as SRNL and working with Nuclear Security Enterprise partners to achieve the goals to consolidate the missions of the NNSA and reduce the cost of the NSE. This requires Tritium Programs to seek ways to reduce the cost of the business by reducing the size of the infrastructure.

Participate in the Governance Changes requested by the NNSA Administrator in July 2009. This requires working with Enterprise partners and NNSA to achieve the goals of Directive Reform and other governance changes. Tritium Programs will also lead the effort to develop and implement plans to reduce the cost of business internally as well.

Up to $1,737,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 5 as follows.

Essential Fee

1. $1,158,000 available fee of this Contract Output may be earned at the completion of Completion Criterion 1. The fee is distributed per Assumptions 1 and 2.
2. $231,600 available fee of this Contract Output may be earned at the end of the assessment period for Completion Criterion 2. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.
3. $231,600 available fee (~~1%~~ **$115,800** for 3.a. and ~~1%~~ **$115,800** for 3. b.) of this Contract Output may be earned at the end of the assessment period for Completion Criterion 3. Fee will be determined at the end of the assessment

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period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

4. $115,800 available fee of this Contract Output may be earned at the end of the assessment period for Completion Criterion 4. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Participate in the FY 2010 MSIs cited in the NNSA Milestone Reporting Tool (MRT) by working with Nuclear Security Enterprise (NSE) partners to achieve NSE-wide goals. Successful completion for each individual milestone within the overall MSI is assigned by NNSA Headquarters.
2. Tritium Program Severability. The facility has been directed to implement the Severability Plan. This will include planning, development, and implementation of an effective and comprehensive schedule consistent with NNSA direction for severability in a timely manner. This initiative will move Tritium Programs toward a goal of becoming a semi-autonomous entity within the M&O.
3. Modernization
    a. Record of Decision (ROD) Activities. Participate and ensure support for implementation of the NNSA Complex Transformation strategies and goals that are applicable to SRNS. Facilitate communication and contractor support for overall Complex Transformation ROD integrating activities to develop efficient business practices and systems integration processes with Tritium and the Nuclear Security Enterprise.

       Completion criteria include:
       Support key modernization and strategic planning initiatives, such as the Enterprise Reengineering Team, NNSA Directives Review, and Tritium R&D Consolidation.

    b. Facility Efficiency or Footprint Reduction. Demonstrate support for implementation of the Tritium Facility Transformation strategies and goals per NNSA direction and additional required funding.
       Completion criteria include:
       I. Support key facility modernization and strategic planning initiatives, such as the Tritium Programs Strategic Plan, Human Capital Management Plan, and Business Transformation Plan
       II. Specific activities may include implementing Innovation/Technological Advancement and Footprint Reduction.

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4. Governance. Evaluate and analyze the business to develop ideas to meet the Tritium Transformational Business Plan $6M target. This includes issuance of plans and schedules for implementation to support the Tritium Transformational Business Plan $6M target utilizing efforts such as NNSA Directive Reforms.

Multi-Site Target Assumptions

1. Letter, Harencak to Distribution, FY2010 Multi-Site Targets and Success Criteria, August 20, 2009.
    - Minimum percentage fee structure for the major categories (items) is: 30% for Stockpile; 10% for Enterprise Integration; 10% for Science & Engineering. The remaining 50% is allocated per Site Office Manager's discretion.
    - Sites not participating in a multi-site target will have their fee rolled up within the same major category (items 1, or 2, or 3)
    - Sites not participating in a major category (item) will have their fee distributed within remaining major categories (item) at the Site Office Manager's discretion.
    - The HQ "Champion" shall evaluate quarterly whether the multi-site target was achieved on a pass/fail basis taking into account inputs from the "Owners." At completion of 4th Quarter, NA-10 shall sign a Memo to Site Office Managers that contains the final evaluation ratings for each Multi-Site target; this Memo is used by the FDO for ultimate fee determination.
2. Inclusion of specific scope and fee distribution into this PBI will be accomplished through a letter issued by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) Manager to Savannah River Nuclear Solutions, LLC (SRNS).

Government Furnished Services / Items

1. NNSA Headquarters defines the FY 2010 Multi-Site Incentives with associated completion criteria and fee distribution method.

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Contract Output 6. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations)

This Contract Output emphasizes Operations programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Operations in the following areas:

Facility and Site Management
Maintenance Effectiveness
Operations and Work Planning
Quality Assurance
Engineering
Nuclear Safety and Fire Protection
Radiation Protection

Up to $1,737,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 6 as follows.

Essential Fee

1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Operations. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Operations

A. Facility and Site Management. SRNS will comprehensively manage the Tritium Facilities and will continuously assess and report on all aspects of the health and condition of Tritium Operations facilities to ensure that issues and problems are raised to the appropriate level for resolution through submittal of appropriate metrics.

Completion Criteria include:

1. The ten year site plan for the Tritium Facilities, as required by NNSA and RPAM, will be updated annually to reflect the facility improvements, replacements-in-kind, and general facility maintenance required to support the active programs and missions. This document will comply with the format, content, and schedule provided by NNSA/HQ.

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2. Health and condition of the major production facilities, as evidenced by facility assessments and the monthly facility availability metric, will be accurately reported each month and will demonstrate that the facilities are available to meet the mission deliverables.
3. Real property assets will be maintained in a cost-effective manner that includes management of Deferred Maintenance (reported yearly), facility improvements, and RIK to ensure facilities and equipment are available to meet mission deliverables. The Facility Information Management System (FIMS) reporting requirements are timely, accurate, and complete by September 30, 2010 to include the Facility Condition Index (FCI).
4. Concurrent with the budget cycle and ten year site plan for the Tritium Facilities, provide NNSA/SRSO an analysis of the Tritium Facilities deferred maintenance, replacement plant value and FCI. Include funding needs to stabilize and improve the FCI along with maintenance and project recommendations.
5. Develop an energy management program for the Tritium Facilities and develop metrics to establish baseline.

B. Maintenance Effectiveness. Maintenance Effectiveness reviews and metrics will demonstrate effective performance and a commitment to contractor assurance. These metrics shall provide an accurate representation of performance, and will identify areas for improvement.

1. Aggregate evaluation of review results shows that the Maintenance Program is in compliance with the requirements of DOE O 433.1 and the site Maintenance Implementation Plan.
2. Locked-In Completion, as evidenced by the Locked-In Completion metric, will be accurately reported each month and will demonstrate the performance of work scheduled.
3. Open Work Activities, as evidenced by the Open Work Activities metric, will be accurately reported each month and will demonstrate adequate manpower availability.
4. Corrective Maintenance (CM) Backlog, as evidenced by the CM Backlog metric, will be accurately reported each month and will demonstrate that the condition of the plant equipment is not degrading.
5. Mechanic Utilization, as evidenced by the Mechanic Utilization metric, will be accurately reported each month and will demonstrate that efficiency of the mechanic's utilization in performing work.
6. Actual Hours versus Estimated Hours Ratio, as evidenced by the Actual Hours versus Estimated Hours Ratio metric, will be accurately reported each month and will demonstrate the efficient performance of the work planned.

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7. Critical Spare Parts, as evidenced by the Critical Spare Parts metric, will be accurately reported each month and will demonstrate that the critical spare parts are in inventory when needed.
8. Planning Effectiveness, as evidenced by the Planning Effectiveness metric, will be accurately reported each month and will demonstrate the effectiveness of having activities "ready to work" prior to the time they are scheduled.

C. Operations and Work Planning. SRNS Tritium Programs' work will be effectively executed in accordance with Conduct of Operations practices and requirements as defined in the S/RIDs and work will be effectively planned and coordinated.

Completion criteria include:

1. Effective Operations and Work Planning implementation, as indicated with Conduct of Operations issues metrics, the valving performance metric and the lockout/tagout metric will be accurately reported each month and will demonstrate acceptable trends.
2. Implementation of continuous improvement initiatives of Operations and Work Planning, as indicated by the Self-Reported Errors, Assessments, and Reviews for Continuous Improvement metric, will be accurately reported each month and will demonstrate that self assessments and facility personnel are identifying errors and other areas for improvement. The metric will also demonstrate that fact finding and post job reviews are being conducted as appropriate and in a timely manner.

D. Quality Assurance. The Tritium Quality Assurance Program will be managed and implemented in accordance with the requirements of 10 CFR 830, DOE Order 414.lC, NNSA directives (e.g., QC-1, Primary Standards Laboratory memorandum, Development and Production Manual) as defined in S/RIDS and the SRS 1Q Manual.

Completion criteria include:

1. The aggregate of survey and assessment (SRSO, SRNS and external) results provide confidence that quality is assured through an effectively implemented QA program.
2. Effectiveness of product/production is evidenced by quality trending of defects and non-conformance metrics from TCNCR, UR, and IMR reports, and the associated Cost of Nonconformance.
3. Effectively perform delegated stamping authority and ship product as scheduled that meets NNSA quality acceptance and shipping requirement.
4. Provide quality and process improvements, report and trend improvements including corrective action/prevention of recurrence.

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5. Procurement metrics demonstrate the effectiveness of the procurement process to support Tritium Facility operation and measures the quality of procured material and the timeliness of procurements.
6. Develop a metric for Tritium NCR's and evaluate a method for determining and reporting Cost of Nonconformance (CONC) of NCR's.

E. Engineering. The Engineering Program will be managed and implemented in accordance with the requirements of DOE O 420.1B Facility Safety (as defined in S/RIDS) and the SRNS Engineering Manual (E7) Procedures.

Completion criteria include:

1. Perform and maintain compliant engineering product deliverables that support operations and projects.
2. Engineering function provides safety system configuration management and ensures that safety systems will perform as described in the safety basis. The engineering function will also support the Defense Programs mission and support design agency requirements. These functions will generally be met by the following expectations:
   i. Existing system Technical Baseline drawings are current and reflect the field conditions.
   ii. System Design Descriptions (SDDs), as indicated by the monthly engineering metric, will be updated to reflect the current facility configuration in accordance with the SDD update schedule.
   iii. The assigned system engineer demonstrates sufficient depth of knowledge of their system to support the operations, maintenance, and safety basis management.
   iv. Implement and execute field trials and pilots of System Life Planning, System Engineer Notebooks, and System Walkdowns. Monitor and report progress for engineering pilot initiatives through metrics for system life planning, engineering notebooks, and new electronic system walkdowns. Provide planned actions to either abandon, modify or fully implement each initiative.

3. Demonstrate Technical Leadership both within SRNS and in the Nuclear Security Enterprise through appropriate participation in DOE-HQ engineering related improvement initiatives, implementation of the professional development plan, and staffing initiatives.

F. Nuclear Safety & Fire Protection. The Tritium Safety Basis and Fire Protection (FP) Programs will be managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDS), and site requirements

Completion criteria include:

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1. SRNS and SRSO review results confirm the Safety Basis Program achieves and maintains full compliance with regulatory requirements (10CFR830, Subpart B), DOE/NNSA requirements, and S/RID applicable safety basis requirements.
2. Perform and maintain compliant safety basis engineering product deliverables that support operations and projects. These products include DSAs, TSRs, hazard evaluations, USQD documents, and supporting analyses.
3. Demonstrate a mature company independent review process for safety basis documents requiring submittal to NNSA SRSO for approval (e.g., DSA and TSR including all annual updates and revisions).
4. Continue the TORC and the process and expectations for assessments. The TORC shall provide routine oversight of the facility safety basis program in accordance with the approved TORC Charter, with review and assessment of emerging facility safety issues as well as major occurrences associated with facility safety performance.
5. Develop and submit the following items per the target completion dates:
    a. Develop and submit a DSA/TSR revision to support receipt and storage of W87 units from LANL as defined by the Tritium Programs Milestone Schedule.
    b. Develop and submit the FY10 Tritium Facilities Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    c. Develop and submit the FY10 TEF Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    d. Complete the Accident Analysis Calculations and CHAP Report for TEF as defined by the Tritium Programs Milestone Schedule.
    e. Complete a high quality draft for SRNS approval of the TEF DSA and TSR based on the revised CHAP and Accident Analysis for TEF as defined by the Tritium Programs Milestone Schedule.
6. Proper implementation and maintenance of the Fire Protection Program will be indicated through metrics which reflect the minimization of system impairments, and track and trend system and component failures.

G. Radiation Protection. SRS Tritium Programs' Radiation Protection Program will be managed and implemented in accordance with the requirements of 10 CFR 835, applicable S/RIDs, and the SRNS Radiological Protection Program.

Completion criteria include:

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1. The aggregate evaluation of assessment results and CAS metrics, including facility contamination events, personnel contaminations and radiation exposure, habitability survey performance, and breached glove events, shows the radiological protection program is implemented in accordance with requirements.
2. No significant deficiencies occur which negatively impact the performance of Tritium operations or accomplishment of missions.

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Contract Output 7. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S)

This Contract Output emphasizes Safety and Health and Safeguards and Security programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Safety and Health and Safeguards and Security in the following areas:

Training and Qualification
Emergency Management
Health and Safety
Environmental Management
Waste Management
Safeguards and Security
Cyber Security

Up to $1,737,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 7 as follows.

Essential Fee

1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Safety and Health and Safeguards and Security. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. **Safety & Health / Safeguards & Security**

   A. Training and Qualification. The Tritium Training and Qualification Program will be managed and implemented in accordance with the requirements of DOE Order 5480.20A, Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities, as defined in the S/RIDS, and plant policies and procedures.

   Completion criteria include:

   1. No significant programmatic training deficiencies will occur which affect the performance of Tritium Program activities or accomplishment of mission.
   2. Operations Technical Qualification Expiration for all Operations Watchstander employees is tracked, reported, and maintained to demonstrate that fully qualified facility personnel are available to support accomplishment of the mission.

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3. Actual completion of HANM personnel to qualify for HAOM Operations jobs, as indicated by the HANM to HAOM cross-training metric, will be accurately reported and will demonstrate that the established completion rate is maintained to support Tritium Operations HANM centric strategy.

B. Emergency Management. The Tritium Emergency Management Program will be managed and implemented in accordance with the requirements defined in S/RIDS, NNSA-approved plans and schedules, and Site Procedures.

Completion criteria include:
1. Aggregate evaluation of review results indicates Emergency Preparedness Management is routinely implemented in accordance with requirements to develop and maintain a knowledgeable and fully trained workforce capable of responding to and mitigating abnormal events.

C. Health & Safety. The Industrial Safety, Chemical Safety, Industrial Hygiene, Occupational Medicine, and Transportation Safety Programs are managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDs), and site requirements.

Completion criteria include:
1. Aggregate evaluation of review results indicates Health and Safety Programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Safe facility operations, as evidenced by the monthly TRC metric for Operations and Construction, will be accurately reported each month and will demonstrate that the TRC rate is below the site goals for Operations and Construction.
3. SRNS will continue to execute an Integrated Safety Management System (ISMS) program, including continued efforts to enhance worker safety, health, and wellness programs.
4. Hazardous material management will be accomplished through the annual hazardous material inventory. Reduction of hazardous materials will be through the disposition of excess chemicals, where possible.
5. Maintain Tritium-wide access to the Material Safety Data Sheet (MSDS) database and perform the annual Tier II chemical inventory. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.

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D. Environmental Management. The Environmental program will be managed in accordance with applicable environmental laws, regulations, and DOE Directives via the S/RIDs.

Completion criteria include:

1. Aggregate evaluation of review results, including regulatory compliance, shows the Environmental Program is implemented in accordance with requirements, with no significant Notices of Violation (NOVs). No significant deficiencies will occur that affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Metals discharges to the H-02 outfall, as evidenced by the monthly NPDES H-02 Outfall Compliance metric, will be accurately reported each month and will demonstrate that the Tritium Facility discharges to the H-02 outfall are in compliance with the current NPDES permit limits for Lead, Zinc, and Copper.
3. Air emissions from the four process facilities, as evidenced by the monthly Air Emissions by Building metric, will be accurately reported each month and will demonstrate that the facilities are minimizing the release of Tritium to the atmosphere by remaining below the release guide.

E. Waste Management. The Waste Management program will be managed in accordance with applicable environmental laws, regulations, and DOE Directives via the S/RIDs.

Completion criteria include:

1. No significant deficiencies will occur that affect the performance of the SRS Tritium operations or accomplishment of missions.
2. Container compliance with all requirements, as evidenced by the monthly Waste Container Compliance metric, will be accurately reported each month and will demonstrate that the waste containers shipped to treatment, storage, or disposal units were compliant with all requirements upon receipt.
3. Waste Generation, as evidenced by the monthly Waste Management metric, will be accurately reported each month and will demonstrate that the waste generation is below the rolling average forecast, indicating the minimization of Low Level Radioactive Waste generation.

4. Aggregate evaluation of review results, including regulatory compliance, shows the Waste Management Program is implemented in accordance with requirements, with no significant Notices of Violation (NOVs), or significant violations of DOE O 435.1.

F. Safeguards and Security.

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Operate an effective and efficient Safeguards and Security Program that meets DOE, NNSA, and Site requirements/directives and expectations as verified by Contractor self-assessment, SRSO oversight, and external inspections.

Completion Criteria include:

1. Plan, execute and manage the Tritium Facilities as a SPL-4 facility in compliance with DOE Directives.
2. Within 270 days of receipt of an approved waiver, transition the accountability for tritium, deuterium, and lithium from a program based on the MC&A security requirements to a production inventory program.
3. Aggregate evaluation of review results indicates the Safeguards and Security Programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations or accomplishment of missions.
4. Information request, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
5. Security incidents, as evidenced by the Security Incident Index metric, will be accurately reported each month and will demonstrate that SRNS and subcontractor personnel follow appropriate security requirements within the Tritium Facilities.
6. Provide annual update of the Tritium Facilities' Security Plan that complies with DOE M 470.4-1 and submitted a minimum of 60 days prior to its anniversary date.
7. Hardcopy classified document holdings, as determined in the FY2009 analysis and evidenced by the Classified Document Holdings metric, will be accurately reported each month and will demonstrate that these documents are being appropriately controlled and reduced.
8. ACREM holdings, as evidenced by the ACREM metric, will be accurately reported each month and will demonstrate that they are being appropriately controlled and reduced.
9. Operate effective and efficient physical security systems to ensure that Intrusion Detection and Assessment Systems, access control systems, and cameras, interlocks, switches, sensors, etc. are functional, calibrated, and maintained.
10. Operate effective and efficient information protection activities to ensure that classified repositories and documents are maintained per requirements, and that the Technical Surveillance Countermeasures Program and the Classified Matter Protection and Control Program are in place and functional.
11. Classified document markings, as evidenced by the Document Marking Index will be accurately reported each month and will demonstrate that classified documents are being appropriately recognized and safeguarded.
12. Evaluate, develop, and implement a system modernization plan to include life cycle management for physical security systems as required by NNSA HQ.

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13. Ensure employees obtain and maintain appropriate Safeguards & Security (S&S) qualifications by developing a S&S qualification card and hosting one S&S training course.
14. Conduct S&S self-assessments in all functional areas and achieve a satisfactory or effective rating with no repeat finding identified related to performance.

G. Cyber Security. Operate effective and efficient Cyber Security activities that meet DOE, NNSA, and Savannah River Nuclear Solutions (SRNS) requirements/directives and expectations as verified via contractor self-assessments, SRSO oversight, and external inspections.

Completion Criteria include:

1. Plan, execute and manage the classified networks within the Tritium Facilities and SRNL in compliance with DOE Directives and the NAPs.
2. Plan, execute and manage the Enterprise Secure Network (ESN) for Savannah River Site in compliance with DOE orders and the NAPs. Provide a monthly report to NNSA/SRSO on the SRS ESN status.
3. Aggregate evaluation of review results indicates the Cyber Security Program is routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations, SRNL Operations or accomplishment of missions.
4. Information requests, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
5. Cyber security incidents, as evidenced by the Cyber Security Incident Index metric, will be accurately reported each month and will demonstrate that SRNS and subcontractor personnel follow appropriate cyber security requirements.
6. Prepare and provide a monthly status report to the SRSO Designated Approving Authority (DAA) Representative on the SRNS cyber security program, including NNSA Cyber Security Policies (NAPs) implementation.
7. Establish and maintain a comprehensive self-assessment and issues resolution program for the Cyber Security Program. The current SRNS S&S Self Assessment program satisfies this completion criterion.
8. Submit final NAP-compliant certification and accreditation (C&A) package(s) for Authority to Operate (ATO) or Request for Extension a minimum of 30 calendar days prior to the ATO expiration date.
9. Execute CAPs and Plan of Action and Milestones (POA&M) per agreed upon schedule.

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Contract Output 8. Maintain the Tritium Facilities in a safe, secure, and responsive operating condition. (Business Management)

This Contract Output emphasizes Business programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criterion associated with Business in the following areas:

Fiscal Management
Contractor Assurance System
Program Management
Project Management
Information Technology/Process Control

Up to $1,929,400 of the allocated Tritium Programs PBI fee may be earned by Contract Output 8 as follows.

Essential Fee

1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Business Management. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.
2. $42,400 can be earned for Completion of Criterion 2.
3. $150,000 can be earned for Completion of Criterion 3.

Completion Criteria

1. Business Management

A. Fiscal Management. Budget and financial deliverables per the Planning, Programming, Budget, and Evaluation (PPBE) process will be provided in accordance with established due dates.

SRNS Tritium will maintain effective and timely information response processes.

Information requests, budget exercises, work insertion requests, etc., will be fully supported and evaluated on criteria such as quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.

SRNS will maintain an effective and efficient funds controls system.

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i. No legal or administrative violations occur with regards to the management of appropriations for which controls have been established by DOE/HQ, or for which funds of other federal agencies or governmental entities have been entrusted to DOE for performance of supporting scopes of work. (Tritium only)
ii. Uncosted balances are maintained at or reduced to below the DOE/HQ specified levels that are consistent with sound financial management. Due consideration will be given to multi year expense projects.
iii. Reprogramming actions and supplemental financial plans will be timely, accurate, comprehensible, and minimized via advance planning and forecasting processes. Any identified need for a reprogramming action will be identified early in the fiscal year, have SRSO program approval, and clearly identify all funding sources.
iv. Indirect costs and rates will be tracked and managed to identify and mitigate potential perturbations to planned direct work.

Budget and financial deliverables will be provided in accordance with established due dates with minimal mechanical and conformance errors.

Completion criteria include:
1. Offline quarterly and year-end reporting will be provided per reporting requirements.
2. Impact analyses and ad hoc exercises will be responded to in a timely manner and be coordinated with SRNS.
3. Budget formulation requirements will be provided per requirements and coordinated with all appropriate organizations.
4. Financial reporting will demonstrate effective accounting practices.

B. Contractor Assurance System. SRNS will have a Tritium-wide, comprehensive, and integrated Contractor Assurance System (CAS). The CAS will be managed and implemented in accordance with the requirements of DOE Order 226.1A and NNSA Supplemental Directive NA-1 SD 226.1A.

Completion criteria include:
1. Demonstrate an effective, comprehensive, integrated CAS Program. Elements include the following.
   i. Integrated assessment schedule (includes internal audit, independent assessments, and management activities)
   ii. Integrated assessment results (includes all formal assessment activities)

Performance Fee Agreement

iii. Integrated risk management priorities

2. Meet CAS Program Requirements - Submit a CAS Program description for NNSA-SRSO annual review and approval.
3. Demonstrate that an issues management system is implemented, and results are regularly reviewed by senior management. (This includes capturing program and performance deficiencies, regardless of their source, in a system or systems that provides for analysis, resolution, and tracking.)
4. Support the Line Oversight Contractor Assurance System (LOCAS) initiative.
   i. Identify LOCAS control metrics to support the following six Performance Categories. (1) Environment, Safety, and Health (ES&H), (2) Nuclear Safety, (3) Cyber Security, (4) Safeguards and Security, (5) Emergency Management, and (6) Business Management.
   ii. Review metrics with the SRSO LOCAS Manager on a minimum of a quarterly basis to demonstrate the effectiveness of LOCAS control metrics in measuring contract/contractor performance.
   iii. Refine metrics as LOCAS performance matures.

C. Program Management. SRNS will manage programs consistent with the NNSA Program Management Policy (BOP-006.001) and the Defense Programs Program Management Manual. A Program is a group on ongoing activities and related projects conducted with a defined set of resources (financial, human, etc.) managed in a coordinated way to achieve mission objectives and obtain benefits not available from managing them individually.

Program Management within Tritium Programs applies primarily to RTBF, DSW, Engineering and Readiness Campaigns, FIRP, S&S, etc.

Program Management philosophy views programs as falling across a spectrum ranging from operational or level-of-effort programs, such as surveillance of the nuclear weapons stockpile at one end, to major capital acquisition projects at the other end. The diversity of programs within the NNSA demands the "tailored" application of the program management principles to accommodate the requirements of each program.

Completion criteria include:
Plan, execute, and manage to established scope, cost, schedule, and risk baselines for all program elements including:

1. Each individual program will be planned, executed, managed, and will maintain acceptable cost and schedule performance as established by Work Authorization Directives, Prioritized Project Lists, PCD Requirements, Baseline Dismantlement

Performance Fee Agreement

SRNS2010TP

Schedule, program implementation plans, program execution plan, and all other program requirements.

2. Submit a comprehensive Infrastructure Roadmap for the Tritium Facilities that integrates the programs' strategic plans with production forecasts, research and development, facility and equipment management, safeguards and security, IT, transformation, projects, etc., by March 31, 2010.
3. Aggregate evaluation of review results indicates programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
4. SRNS' scope associated with NNSA Milestone Reporting Tool (MRT) Level 1 and 2 milestones will be completed on schedule. This excludes milestones associated with the Multi-Site PBI that are addressed in Contract Output 5.
5. Level 3 Milestones will be completed on schedule.
6. Information requests, budget exercises, work insertion requests, etc., will be supported. Develop and submit business cases as requested.
7. Submit Performance reports as required by individual Programs' Execution Plans.

D. Project Management.

Completion criteria include:

1. Submit a plan (scope, cost, and schedule) for cleaning out and vacating Building 232-1H that supports occupancy of Building 217-3H in an expedited manner while fully supporting the Tritium missions.
2. Aggregate evaluation of review results indicates projects are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
3. Safety will be emphasized for all aspects of the project from design through startup. Projects will routinely discuss safety in meetings for project personnel and will emphasize lessons learned at SRS construction sites and projects at other DOE sites. During construction phase each project manager or designee will proactively participate and conduct safety walk downs and document on Management Field Observation forms in STAR.
4. Manage projects within established scope, cost, and schedule baselines per SRSO approved Integrated Priority List. Cost and schedule performance are measured through Cost Performance Index (CPI) and Schedule Performance Index (SPI) for large projects and cost and schedule baselines for small projects and will demonstrate effective project management.

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E. Information Technology/Process Control. Maintain a customer-focused Information Technology (IT) / Process Control environment that supports the NNSA's missions.

Completion criteria include:

1. Aggregate evaluation of review results indicates the IT Program is routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations or accomplishment of missions.
2. Information requests, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
3. The system availability of the Tritium classified network, as evidenced by the System Availability metric, will demonstrate that the classified network is available to support Tritium missions.
4. The system availability of the Enterprise Secure Network (ESN) will be reported regularly to NNSA to demonstrate that the ESN is available to support the Nuclear Security Enterprise.
5. Install, configure and startup the SSIMS terminal within 60 days of all equipment receipt and receipt of all NNSA approvals to operate.
6. Submit an updated disaster recovery and contingency plan for critical IT/Process Control systems per the POAMs for systems as they become NAPs-compliant.
7. Submit a detailed plan (scope, cost, and schedule) for the execution of the ARMS post-project scope by January 30, 2010.

Completion Criteria

2. Review the SRNS Tritium Programs Contractor Assurance System (CAS) to Malcolm Baldridge Performance Excellence Criteria (MBPEC). SRNS will issue a report documenting CAS maturity to MBPEC.** The assessment will result in an overall scoring band for process and results with an executive summary listing the overarching key themes (i.e., cross-cutting key themes and OFIs based upon a "show me challenge") by July 16, 2010.*

   * Not later than date- Actual date will be based on Steering Committee Finalization of the plan.
   ** Excellance in Missouri Foundation "Show Me Challenge" criteria.

3. Accelerate a cost/forecasting module using the Enterprise Resource Planning (ERP) products. These reports will serve as Tritium's cost management tools leading the way for site usage of the ERP system. By September 30, 2010 issue first set of reports with available data. Reports will include actual cost data as well as

Performance Fee Agreement

forecasting information. Report suite will include flow down of B&R information as well as functional query results.

Performance Fee Agreement

SRNS2010TP

Approvals:

SRNS Tritium Programs	**Christopher C. Gentile**	**Date**
NNSA SRSO	**Douglas J. Dearolph**	**Date**
		8/16/10

Performance Fee Agreement

SRNS2010TP

Approvals:

SRNS Tritium Programs	**Christopher C. Gentile**	**Date**
		8/16/10
NNSA SRSO	**Douglas J. Dearolph**	**Date**
		8/16/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
094	See Block 16C	10EM003214	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 30 Net Increase: $11,569,500.00

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 date, 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)* DEAR 970.5232-4 Obligations of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 30. Funds in the amount of $11,569,500.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,213,141,084.71 to $2,224,710,584.71.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,612,963,597.26 to $3,624,533,097.26.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/16/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
095	See Block 16C	10EM003259	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY (If other than Item 6) CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED (SEE ITEM 13) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)
See Schedule

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 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 administratively replace Page 2 of Mod 90 in Stripes with the correct signed version that was executed on August 5, 2010 and also add the revised Fee Table to the modificiation (Page 3).

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	08/20/2010

A. The purpose of this modification is to adjust the American Recovery & Reinvestment Act (ARRA) Funding Authorizations as follows:

(1) decreases the obligation authority for P&R, D&M, Other Sitewide Areas

(2) and increases the Cost Authority for TRU and Solid Waste

(3) issue revised Work Authorizations (Rev 6)

(4) and revise the Statement of Work for the purpose of accelerating completion of Environmental Management (EM) Closure Activities specified in Section C-3.1(a) Soil and Water Remediation, C-3.1(b) Deactivation and Decommission, C-3.1(c) Solid Waste and C-3.1(d) Nuclear Materials Management of the contract. (Please see attached Funding Authorizations dated 8/3/10).

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA," continued

Funding Authorization for Recovery Act Projects:

B & R CODE	YEAR	Obligation Authority	DOLLAR
FD.05.11.00.0	2010	-$60,685,000	$ - 0-
FD.05.12.00.0	2010	-$80,450,000	$ -0-
FD.05.13.00.0	2010	-$55,801,000	$ -0-
FD.05.30.00.0	2010	+196,936,000	+$147,700,000

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

B. Accordingly, pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of $231,573,031.87 are hereby obligated for the EM Closure Activities and Contract Clause B-4 entitled "Obligation of Funds," is revised to show that the total amount of ARRA funds obligated are $1,390,232,277.

C. The specific work funded under this modification is attached under Work Authorizations (Rev 6).

D. Savannah River Nuclear Solutions shall not exceed Cost Ceilings of the obligated funding without prior written approval of the Contracting Officer.

E. The contractor shall complete all work funded by this modification as follows: P&R: 9/30/12 – D&M: 9/30/11 – Other Sitewide Areas: 9/30/11 – TRU Waste: 12/31/12.

F. Total Available Fee pool is $54,992,247. Fee will be earned based on the completion of the deliverables as outlined in the definitized PEMP.

G. All other terms and conditions remain unchanged.

ARRA Fee Table
FY09 – FY12

Fiscal Year (FY)	Firm Fixed Fee
FY 2009	$12,771,272
FY 2010 (10/1/09-7/31/10)	$19,305,469
FY 2010 (8/1-10– 12/31/12) Available Fee Pool	$54,992,247
Total Fee	$87,068,988

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
096	See Block 16C	10EM003264	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

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

CHECK ONE	
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X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, 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:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 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 add the revised Fee Table to Modification 91 and correct pages 2 - 7 of the Rev 7 Work Authorization for Modification 91.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/20/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$5,745,735	12/31/2012

Statement of Work

This Recovery Act Project includes general plant projects, environmental management operational activities, waste management operational activities, and landlord (LPSO) program activities under the programmatic responsibility of EM

In EM's Integrated Planning, Accountability, and Budgeting System, this Recovery Act Project is decomposed to the following reporting elements:

- SR-0011C.R1.1, Canyon Complex Support;
- SR-0013.R1.1, Solid Waste Disposition; and
- SR-0013.R1.2, Accelerated TRU Waste Disposition.

SR-0011C.R1.1, Canyon Complex Support To TRU Waste Program

- Modifications to canyon facilities to support accelerated transuranic waste drum and box remediation
- Partial deactivation or reactivation of F Canyon systems to facilitate TRU waste processing in the warm side of the canyon
- Support from F Canyon facilities and personnel vital to the accomplishment of the TRU Waste remediation effort including cognizant engineering support from design authorities knowledgeable in the canyon support systems and their operation

SR-0013.R1.1, Solid Waste Disposition

- Ongoing operations of the solid waste management program for SRS, including the storage, treatment, and/or disposal, on-site and off-site, of low-level radioactive waste (LLW), mixed low-level radioactive and hazardous waste (MLLW), sanitary waste, and hazardous waste
- Transfer and support the transfer of approximately 14,801 drums of depleted uranium oxide (DUO) to an off-site facility(s) for interim storage for about five years pending final disposition
- Transfer of approximately 805 drums of DUO (material) to DOE's Oak Ridge Reservation (Oak Ridge National Laboratory) (TN) for re-use
- Transfer of one 20,000 square-foot storage facility in F Area to NNSA

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$5,745,735	12/31/2012

- Dispose of the substantial quantities of hazardous, LLW, and MLLW generated by other SRS Recovery Act projects associated with deactivation, decommissioning, demolition and environmental restoration activities
- Closure of five LLW disposal trenches
- Management and curation of cold war artifacts that are preserved in accordance with National Historic Preservation Act including modifications to 315-M Curation Facility and development of the Cultural Resource Management Plan Feasibility Study

SR-0013.R1.2, Accelerated TRU Waste Disposition

The scope of the Accelerated TRU Waste Disposition project is the compliant disposition of 5,000 cubic meters of legacy transuranic waste off the SRS site. The majority of the TRU waste is currently stored in non-shippable, aged, deteriorating containers that must be repackaged and remediated before shipment to the Waste Isolation Pilot Plant (WIPP) located in Carlsbad, New Mexico. The 5,000 cubic meters of TRU waste includes in excess of 1,500 miscellaneous boxed containers and over 1,250 drum type containers stored under earthen cover containing over 350,000 curies of plutonium-238 or plutonium-239.

To accomplish this large scale work scope in the allotted time, the capabilities of three areas at SRS will be required; E Area (Solid Waste Management Facility), H Canyon and F Canyon. The E Area facilities currently store the TRU waste and will be used to house equipment and operations to characterize the TRU waste and ship the waste to WIPP. The shipment of the TRU waste to WIPP will be accomplished using approved shipping configurations including standard large boxes (SLBs), standard waste boxes (SWBs), ten drum overpacks (TDOPs) and 55 gallon drums. The waste will be transferred to WIPP in TRUPACT-II or TRUPACT-III shipping casks following final characterization and certification of the acceptability of the waste containers

Additionally, E Area will remediate and repackage low content non-compliant containers into shippable box or drum configurations. To accomplish these remediation activities, existing ventilated containment structures on Pad 6 and in Cell 11 will be modified, staffed and operated to perform the remediation. The activity requires substantial controls due to the high hazards associated with exposure to the principal contaminant of the waste, Pu-238. High airborne concentrations of Pu-238 are anticipated to be generated during hand-on

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$5,745,735	12/31/2012

remediation of the waste inside these ventilated enclosures. To address these hazards the facilities are being modified to incorporate controls such as supplemental local ventilation and secondary containment in addition to the three levels of PPE and supplied air workers will don.

The F-Canyon facilities will be utilized for the remediation and repackaging of higher content non-compliant drums and medium sized boxes of TRU waste. This waste will be initially characterized in E area and overpacked or properly wrapped to enable on-site transport of the more than 40 year old containers. F Canyon is presently partially deactivated. To accomplish the TRU scope, select areas of the canyon (Warm Crane and Truck Well Areas) will be reactivated and modified to safely handle the waste. These modifications will be substantial in the Truckwell where an inner airlock structure will be erected and significant ventilation controls provided. The safety basis documentation will be modified to permit the materials to be received into these areas of the canyon with the hands-on remediation conducted including aggressive size reduction activities. The remediation and size reduction will be conducted with hand tools due to fire hazard concerns. Within the Warm Crane area an existing ventilated enclosure is being modified to remediate approximately 1,250 very high content (some >1,500 Ci Plutonium-238) drums.

H Canyon will be employed to repackage the waste within the very large boxes in the TRU waste inventory into other containers so as to produce feed for the F Canyon facility. Additionally, H Canyon will take a percentage of the high content waste boxes and conduct hands-on remediation within the warm shop area of the canyon. To perform these activities, modifications will be made to this area of the canyon to provide supplemental ventilation controls and improved egress to adhere to the life safety codes.

A portion of the existing TRU waste inventory includes highly (count rates of about 100 million disintegrations per minute for Pu-238) contaminated oversized items. The work force in both H Canyon and F Canyon will take implement size reduction only to the extent necessary to repackage the wastes into an SLB. The amount of size reduction necessary is not expected to be significant but will include steel vessels, lathe bases, and glove boxes. This work scope requires more intensive hands-on work, with higher work exposure doses, and a higher probability of contamination spread. The experience accumulated to date serves as the basis for the processing rates in both F and H Canyons.

Additionally in order to promote the efficient disposal of the TRU waste at WIPP, the processing rates have been accelerated at certain facilities through the

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$5,745,735	12/31/2012

application of additional shifts. These facilities include the drum line in F Canyon and characterization operations in E Area.

In addition to the 5,000 cubic meters of TRU legacy waste planned for disposition, another 200 cubic meters of TRU waste remains in inventory at SRS. This waste exhibits characteristics that present significant challenges to the repackaging and remediation of the waste into compliant shipping containers. The project scope includes the delineation of an implementable plan for the repackaging of this remaining inventory. This waste volume is considered very difficult by virtue of the plutonium content and highly elevated radiation fields. Planning activities, completion of a Technical Implementation Plan, safe guard & security requirements, and pre-disposal activities to address some or the entire remaining inventory will be accomplished as part of this SRRAP. While the disposition of this remaining 200 cubic meters of extremely difficult waste remains outside the present scope of the project, the project team has taken on a stretch commitment to attempt to accomplish the disposition of all or a portion of this remaining inventory by funding the activities through efficiency savings in other areas of the program.

Changes during Final Scope Definitization

Scope deletions include:

- Treatment and disposal of mixed and low level wastes in FY 2012
- Elimination of the planned expansion of the E Area low level waste burial ground as waste generation projections no longer warrant it.
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Scope additions include:

- Solid Waste Disposition
    - Management and disposition of additional volumes of mixed, low level, and sanitary wastes generated through the incremental footprint reduction activities
- Transuranic Waste
    - E Area

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- Extend Operations and add shifts to select activities such as vent and purge, PHAS, and the preparation activities (radiological surveying, non-destructive assay, and radiography) to support onsite movements and shipments of the waste
- Increase the loading and shipping activities for the additional volume of legacy waste
- Characterize, size reduce and remediate the inventory of Master Slave Manipulators into SWBs or SLBs
- Procure the necessary additional containers to support the packaging and shipping of the additional 2,880 cubic meters of waste
- Reactivate and modify as required the existing enclosure on Pad 6 to repack and remediate non-compliant low content (<10 curies) SWBs , B25s and 85 gallon overpack drums
- Reactivate, modify as required, and operate the existing enclosure in Cell 11 to repack, as necessary, and remediate existing SLB2 containers with relatively low contents (<10 curies) of
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  - Accelerate the processing of legacy non-compliant drums to facilitate early shipments of waste to WIPP through the addition of work shifts
  - Revise the design, install and extend the operations of the planned F Canyon Box Remediation Enclosure to address

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the additional volume (2,880 cubic meters) and the significant hazards associated with opening the high concentration Pu-238 bearing boxes of TRU waste

- Reactivate the warm crane to support the construction of the box remediation enclosure in the Truckwell of the canyon

- H Canyon
  - Make the necessary modifications to the facility and supporting DSA to utilize the existing warm shop of the canyon to perform hands-on remediation and repackaging of high Pu-238 content boxed waste into SWBs
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  - Install vent and purge capability to remove the potential hydrogen build-up in high content Pad 1 containers
  - Upgrade certain canyon safety class components to meet contemporary seismic qualification standards that permit high content plutonium contaminated waste to be repackaged in the warm area of the canyon

Potential New Work

In the event additional Recovery Act funding becomes available, the EM mission activities described below will be evaluated for inclusion in this Recovery Act Project.

- The 200m^3 of TRU waste scope is the number one priority on DOE-HQ and SR Recovery Act Work Scope Buy Back List for this B&R. This element of work is a stretch objective to be funded through identified cost savings, if generated, from improved efficiencies
- Disposition of Unforecasted Wastes
- Additional Lead recycling
- Disposition of Sealed Sources
- Disposition of Tritiated Oil
- Disposition of Tritiated Equipment
- Disposition of Cadmium Rods

ARRA Fee Table
FY09 – FY12

Fiscal Year (FY)	Firm Fixed Fee
FY 2009	$12,771,272
FY 2010 (10/1/09-7/31/10)	$19,305,469
FY 2010 (8/1-10– 12/31/12) Available Fee Pool	$55,992,247
Total Fee	$87,471,189

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project D (TRU and Solid Waste)	DE-AC-09-08SR22470

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-04 Rev. 7	TAS::89-09/10-0253::TAS Recovery Project D

10. Funds Authorized ($ in millions). Shall not exceed ceilings w/o prior written approval of the Contracting Officer.

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Increased
FD.05.30.00.0	$720,038,103	$720,038,103	$534,400,000

From	To:		
4/8/2009	12/30/2012	4/8/2009	12/30/2012

14. Statement of Work:

SEE PAGE 2-8 & for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Mod 091

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.	[signature]	8/3/2010

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K Nielsen	[signature]	8/3/10

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	[signature]	8/5/10

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)819-4731	[signature]	8/5/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
097	See Block 16C	10EM003360	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, 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)* Clause I.28 - DEAR 952.215-70 Key Personnel (DEC 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to revise Section J, Appendix D - Key Personnel, and to correct the Project Management Controls clause number.

(1) Section J, Appendix D, Key Personnel, is deleted in its entirety and is replaced by Appendix D attached hereto.

(2) The clause number for the Section H clause entitled "Project Management Controls" is hereby corrected to read "H-63".

B. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/25/2010

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

SECTION J – LIST OF ATTACHMENTS

APPENDIX D

KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

Name	Title
Flowers, Garry	President
Dohse, Fred	Executive Vice President and Chief Operating Officers
Michalske, Terry A	SRNL Director
Chiou, JD	Director, Closure Projects & Waste Management
Eyler, David E.	Vice President, Nuclear Materials Operations
Fagan, Jon	Chief Engineer & Nuclear Safety Officer
Gentile, Chris	VP, Tritium Operations
Curtis, Jennifer	General Counsel
Hanna, Jim	Director, Human Resources
Umek, Anthony	Director, ESH&Q
Bilson, Helen E	Director, Business Services

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
098	See Block 16C	10EM003393	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED *(SEE ITEM 11)*

x **10A. MODIFICATION OF CONTRACT/ORDER NO.** DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to cancel modification #96 in its entirety and replace it with modification #98.

B. This modification adds the revised Fee Table to Modification 91 and corrects pages 2 - 7 of the Rev 7 Work Authorization for Modification 91.

C. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	08/27/2010

ARRA Fee Table
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Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$5,745,735	12/31/2012

Statement of Work

This Recovery Act Project includes general plant projects, environmental management operational activities, waste management operational activities, and landlord (LPSO) program activities under the programmatic responsibility of EM

In EM's Integrated Planning, Accountability, and Budgeting System, this Recovery Act Project is decomposed to the following reporting elements:

- SR-0011C.R1.1, Canyon Complex Support;
- SR-0013.R1.1, Solid Waste Disposition; and
- SR-0013.R1.2, Accelerated TRU Waste Disposition.

SR-0011C.R1.1, Canyon Complex Support To TRU Waste Program

- Modifications to canyon facilities to support accelerated transuranic waste drum and box remediation
- Partial deactivation or reactivation of F Canyon systems to facilitate TRU waste processing in the warm side of the canyon
- Support from F Canyon facilities and personnel vital to the accomplishment of the TRU Waste remediation effort including cognizant engineering support from design authorities knowledgeable in the canyon support systems and their operation

SR-0013.R1.1, Solid Waste Disposition

- Ongoing operations of the solid waste management program for SRS, including the storage, treatment, and/or disposal, on-site and off-site, of low-level radioactive waste (LLW), mixed low-level radioactive and hazardous waste (MLLW), sanitary waste, and hazardous waste
- Transfer and support the transfer of approximately 14,801 drums of depleted uranium oxide (DUO) to an off-site facility(s) for interim storage for about five years pending final disposition
- Transfer of approximately 805 drums of DUO (material) to DOE's Oak Ridge Reservation (Oak Ridge National Laboratory) (TN) for re-use
- Transfer of one 20,000 square-foot storage facility in F Area to NNSA

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
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- Dispose of the substantial quantities of hazardous, LLW, and MLLW generated by other SRS Recovery Act projects associated with deactivation, decommissioning, demolition and environmental restoration activities
- Closure of five LLW disposal trenches
- Management and curation of cold war artifacts that are preserved in accordance with National Historic Preservation Act including modifications to 315-M Curation Facility and development of the Cultural Resource Management Plan Feasibility Study

SR-0013.R1.2, Accelerated TRU Waste Disposition

The scope of the Accelerated TRU Waste Disposition project is the compliant disposition of 5,000 cubic meters of legacy transuranic waste off the SRS site. The majority of the TRU waste is currently stored in non-shippable, aged, deteriorating containers that must be repackaged and remediated before shipment to the Waste Isolation Pilot Plant (WIPP) located in Carlsbad, New Mexico. The 5,000 cubic meters of TRU waste includes in excess of 1,500 miscellaneous boxed containers and over 1,250 drum type containers stored under earthen cover containing over 350,000 curies of plutonium-238 or plutonium-239.

To accomplish this large scale work scope in the allotted time, the capabilities of three areas at SRS will be required; E Area (Solid Waste Management Facility), H Canyon and F Canyon. The E Area facilities currently store the TRU waste and will be used to house equipment and operations to characterize the TRU waste and ship the waste to WIPP. The shipment of the TRU waste to WIPP will be accomplished using approved shipping configurations including standard large boxes (SLBs), standard waste boxes (SWBs), ten drum overpacks (TDOPs) and 55 gallon drums. The waste will be transferred to WIPP in TRUPACT-II or TRUPACT-III shipping casks following final characterization and certification of the acceptability of the waste containers

Additionally, E Area will remediate and repackage low content non-compliant containers into shippable box or drum configurations. To accomplish these remediation activities, existing ventilated containment structures on Pad 6 and in Cell 11 will be modified, staffed and operated to perform the remediation. The activity requires substantial controls due to the high hazards associated with exposure to the principal contaminant of the waste, Pu-238. High airborne concentrations of Pu-238 are anticipated to be generated during hand-on

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
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remediation of the waste inside these ventilated enclosures. To address these hazards the facilities are being modified to incorporate controls such as supplemental local ventilation and secondary containment in addition to the three levels of PPE and supplied air workers will don.

The F-Canyon facilities will be utilized for the remediation and repackaging of higher content non-compliant drums and medium sized boxes of TRU waste. This waste will be initially characterized in E area and overpacked or properly wrapped to enable on-site transport of the more than 40 year old containers. F Canyon is presently partially deactivated. To accomplish the TRU scope, select areas of the canyon (Warm Crane and Truck Well Areas) will be reactivated and modified to safely handle the waste. These modifications will be substantial in the Truckwell where an inner airlock structure will be erected and significant ventilation controls provided. The safety basis documentation will be modified to permit the materials to be received into these areas of the canyon with the hands-on remediation conducted including aggressive size reduction activities. The remediation and size reduction will be conducted with hand tools due to fire hazard concerns. Within the Warm Crane area an existing ventilated enclosure is being modified to remediate approximately 1,250 very high content (some >1,500 Ci Plutonium-238) drums.

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Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
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- Elimination of the planned expansion of the E Area low level waste burial ground as waste generation projections no longer warrant it.
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Scope additions include:

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    - Management and disposition of additional volumes of mixed, low level, and sanitary wastes generated through the incremental footprint reduction activities
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Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
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- Extend Operations and add shifts to select activities such as vent and purge, PHAS, and the preparation activities (radiological surveying, non-destructive assay, and radiography) to support onsite movements and shipments of the waste
- Increase the loading and shipping activities for the additional volume of legacy waste
- Characterize, size reduce and remediate the inventory of Master Slave Manipulators into SWBs or SLBs
- Procure the necessary additional containers to support the packaging and shipping of the additional 2,880 cubic meters of waste
- Reactivate and modify as required the existing enclosure on Pad 6 to repack and remediate non-compliant low content (<10 curies) SWBs , B25s and 85 gallon overpack drums
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- Install and operate an unloading area to support the retrieval of high content drums and boxes from the Pad 1 culverts previously planned for H Canyon
- Support WIPP in the fabrication of TRUPACT III shipping casks to facilitate the disposition of compliantly packaged SLB2 containers
- Support the necessary hardware and software upgrades to bring the Large Box Non-destructive Examination system into a configuration that supports WIPP certification
- Support WIPP in the deployment and use of a TRUPACT III loading system at SRS

- F Canyon
  - Accelerate the processing of legacy non-compliant drums to facilitate early shipments of waste to WIPP through the addition of work shifts
  - Revise the design, install and extend the operations of the planned F Canyon Box Remediation Enclosure to address

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
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the additional volume (2,880 cubic meters) and the significant hazards associated with opening the high concentration Pu-238 bearing boxes of TRU waste

- Reactivate the warm crane to support the construction of the box remediation enclosure in the Truckwell of the canyon

- H Canyon
  - Make the necessary modifications to the facility and supporting DSA to utilize the existing warm shop of the canyon to perform hands-on remediation and repackaging of high Pu-238 content boxed waste into SWBs
  - Extend the operations of the H canyon TRU support operations to accommodate the additional volume of TRU waste
  - Install vent and purge capability to remove the potential hydrogen build-up in high content Pad 1 containers
  - Upgrade certain canyon safety class components to meet contemporary seismic qualification standards that permit high content plutonium contaminated waste to be repackaged in the warm area of the canyon

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In the event additional Recovery Act funding becomes available, the EM mission activities described below will be evaluated for inclusion in this Recovery Act Project.

- The 200m^3 of TRU waste scope is the number one priority on DOE-HQ and SR Recovery Act Work Scope Buy Back List for this B&R. This element of work is a stretch objective to be funded through identified cost savings, if generated, from improved efficiencies
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- Additional Lead recycling
- Disposition of Sealed Sources
- Disposition of Tritiated Oil
- Disposition of Tritiated Equipment
- Disposition of Cadmium Rods

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project D (TRU and Solid Waste)	DE-AC-09-08SR22470

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-04 Rev. 7	TAS::89-09/10-0253::TAS Recovery Project D

10. Funds Authorized ($ in millions). Shall not exceed ceilings w/o prior written approval of the Contracting Officer.

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Increased
FD.05.30.00.0	$720,038,103	$720,038,103	$534,400,000

From:	To:		
4/8/2009	12/30/2012	4/8/2009	12/30/2012

14. Statement of Work:

SEE PAGE 2-8 & for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Mod 091

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.		8/3/2010

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K Nielsen		8/3/10

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	8/5/10

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)819-4731	D. Elaine Nix	8/5/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO	5 PROJECT NO. (If applicable)
099	See Block 16C	10EM003440	

6 ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7 ADMINISTERED BY (If other than Item 6) CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) **9A AMENDMENT OF SOLICITATION NO**

9B DATED (SEE ITEM 11)

x **10A MODIFICATION OF CONTRACT/ORDER NO** DE-AC09-08SR22470

10B DATED (SEE ITEM 13) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, 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	Clause H-28 Performance Based Incentives
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, x is required to sign this document and return 2 copies to the issuing office.

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

A. The purpose of this modification is to incorporate the revised Fiscal Year 2010 Performance Evaluation and Measurement Plan, which is attached hereto.

B. All other terms and conditions remain unchanged.

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
JOHN W. TEMPLE DIRECTOR, CONTRACTS	Charlene Smith
15B CONTRACTOR/OFFEROR	**15C DATE SIGNED**	**16B UNITED STATES OF AMERICA**	**16C DATE SIGNED**
John W Temple (Signature of person authorized to sign)	8/31/10	(Signature of Contracting Officer)	8/31/10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

U.S. Department of Energy
Savannah River Site

PERFORMANCE EVALUATION MEASUREMENT PLAN, Rev. 4

Savannah River Nuclear Solutions, LLC
CONTRACT NO. DE-AC09-08SR22470

Performance Period:
October 1, 2009 through September 30, 2010

Approval Page

Approval:

Charlene Smith _____ *8/31/2010*

Charlene Smith
Contracting Officer (CO)
DOE - Savannah River Operations Office

Date

Revision Summary Page

Rev. #	Rev. Date	Affected Sections / Pages	Description of Revision
0	10/01/09	All	Initial Issue for this performance period
1	1/28/2010	Management Comprehensive Performance Fee Agreement Page 6 of 16 under Contract Output:	SRNS2010MGT-01: "Assistant Manager for Nuclear Material Stability Projects" (i.e. "Subjective PBI Criteria") Delete from description: Load at least 20 HEU trailer on or before schedule (Reason for deletion: HEU is not shipped in trailers) Load a minimum of 20 LEU trailers (Reason for deletion: This PBI because of its importance relating to external agency commitments (e.g. Tennessee Valley Authority Interagency Agreement) has been added as an "objective" PBI) Complete modification of SNF cask (Reason for deletion: already established in an "Objective" PBI) Complete rail spur upgrades to support transfer of SNF to H Canyon (Reason for deletion: already established in an "Objective" PBI) Complete preliminary design for cask loading modifications and procure engineered equipment and design materials required for cask loading modifications (Reason for deletion: already established in an "Objective" PBI)
1	**1/28/2010**	**Nuclear Material Stability Performance Fee Agreement**	**Modify text as illustrated below: (Line through equals delete; line under text equals addition.)**
1	1/28/2010	SRNS2010NMS -02.01A	The first ~~70~~ 65kgs charged to H Area facilities dissolver; ~~(1% of fee {up to 5% of PBI fee} for each 14 kgs~~ $6,923 fee for each kg charged to the dissolver; invoiced quarterly) (Reason for changes: in consideration of the LAP material to also be processed in HBL, this Output is reduced by 5 kgs and added to output 02.01B; quarterly invoicing by the kg will greatly simplify validation. Fee {$50,000} was moved to Output 02.01B to balance fee per kg paid) ~~$500,000~~ $450,000
1	1/28/2010	SRNS2010NMS -02.01B	An additional ~~20~~ 45kgs charged to H Area facilities dissolver; ~~(1% of fee {up to 5% of PBI fee} for each 4 kgs~~ $12,222 fee for each kg charged to the dissolver; invoiced quarterly) (Reason for changes: the 5 kgs from Output 02.01A and 20 kgs from Output 02.01C are added to this output. The 45 kgs in Output 02.01B is considered to be the "challenge" quantity) ~~$500,000~~ $550,000
1	1/28/2010	SRNS2010NMS -02.01C	Delete whole incentive (Reason for changes: the fee per additional kg for Output 02.01C was inconsistent with (less than) Outputs 02.01A and B; Note: the fee associated with this Output has been reassigned to Contract Output: SRNS2010NMS-01) ~~$200,000~~
1	1/28/2010	SRNS2010NMS -02.02A	Complete ~~first receipt~~ readiness to receive LAP material in H-Area ~~(5% of PBI fee)~~ (Reason for changes: the Criteria inadvertently required "receipt" which is dependent upon Hanford, INL and OST support which are out of the control of SRS.)
1	1/28/2010	SRNS2010NMS -02.02B	Complete charging LAP material ~~upon receipt of last shipment~~. ~~(5% of PBI fee)~~ $41,666 fee for each drum content charged to the dissolver; invoiced quarterly. (Reason for changes: to pay for progress as each drum is dispositioned. Note: there are 12 drums total)
1	1/28/2010	SRNS2010NMS -01.02	Complete charging to the dissolver the balance/remainder of ~~un-irradiated~~ highly enriched uranium (HEU). The material to be processed will be documented in a DOE letter of technical direction. Fee is prorated for each kg charged to the dissolver; invoiced quarterly. ~~This quantity is currently estimated to be 600 kgs of HEU). (5% of fee {up to 15% of PBI fee} for each 200 kgs dissolved). If less than 600 kgs of HEU is available, up to 15% of this PBI fee will be paid upon completion of the remaining available HEU.~~ (Reason for changes: to simplify fee language; quarterly invoicing by the kg will greatly simplify validation)

1	1/28/2010	SRNS2010NMS – 01.03	Create incentive: For LEU trailers number 11 through 20 shipped in FY10, $20,000 fee will be paid; invoiced quarterly. (Reason for changes: Due to the high visibility of the HEU blend down program {external interagency agreement between TVA and DOE} a separate incentive for LEU shipments to TVA is justified. A total of 20 trailers are planned for shipment in FY10.) $200,000
1	1/28/2010	Acceptance Criteria:	
1	1/28/2010	SRNS2010NMS -01.03	Add acceptance criteria for new incentive: Review MC&A form 741 (transfer documents) for each LEU trailer.
1	1/28/2010	SRNS2010NMS -02.01C	Delete: ~~Physical inspection of dissolver log.~~
1	1/28/2010	SRNS2010NMS -02.02A	~~Complete physical inspection of shipment.~~ Ascertain contractor readiness for LAP receipt through DOE oversight and document reviews.
1	**1/28/2010**	**PEMP Attachment A**	**Modify text:**
1	1/28/2010		~~6,500~~ 6,700 ~~Preparations and Initial Charge of SNF Material to H-Canyon~~ SNF and HEU Processing ~~2,500~~ 2,300 Plutonium Processing and Storage **(Reason for changes: to account for fee movement ($200,000) from SRNS2010NMS-02 to SRNS2010NMS-03 and correct inaccurate descriptions.)**
1	1/28/2010	Nuclear Nonproliferation Program Performance Fee Agreement SRNS2010NNP Part B: Contract Output 3 Assumptions	Add Assumption Number 3
1	1/28/2010	Nuclear Nonproliferation Program Performance Fee Agreement	Add Section C: Multi-Year PBI
2	6/7/2010	Members of the IPT / Performance Fee Board	Changed Lance Schlag to TBD, Norm Powell to Beth Bilson, and Jeff Allsion to Jack Craig.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT	Allocated Fee: ~~$10,000,000.00~~ $10,285,000 (Subjective) ~~$3,800,000.00~~ $3,300,000 (Objective)
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 1	Up to $10,285,000 ~~Million~~ *(this incentive does not allow progress and/or provisional payment)* of the Comprehensive PBI will be paid for Contract Output 1.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 1	Assistant Manager for Integration and Planning: Modified for AMIP organization scope clarification
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 2	Up to 4.4% of the Comprehensive PBI will be paid for Contract Output 2.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 3	Up to ~~9~~ 5.2% of the Comprehensive PBI will be paid for Contract Output 3. **Description/Background/Justification:** The FY10-15 baseline will be continuously enhanced based on internal and external feedback. EVMS reporting will be formalized and routine corporate reviews will be standardized. ~~Furthermore, SRNS will use existing hardware and expand the Cobra functionality to the rest of M&O site users. This will include full replacement of ICTS and STARS forecast functionality.~~
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-03.02	~~SRNS2010MGT -03.02~~ ~~Date: 3/31/10~~ ~~Fee: $500,000~~ ~~Expand COBRA cost processing application to all site users.~~
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 4	Up to ~~9~~ 8.8% of the Comprehensive PBI will be paid for Contract Output 4.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 5	Develop and implement ~~an activity~~ a scope based ~~cost~~ planning approach ~~relative to the~~ for budgeting ~~and planning~~ of SRNS overhead and indirect cost programs. Up to 4.4% of the Comprehensive PBI will be paid for Contract

			Output 5.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT Contract Output 6	Up to ~~2~~ 1.5% of the Comprehensive PBI will be paid for Contract Output 6. **Description/Background/Justification:** As part of continual improvement of the Real Property Asset Management program, complete condition assessments on at least 20 percent of the SRNS mission critical structures by the end of fiscal year 2010. By the end of fiscal year 2010, have a condition assessment program in place to complete remaining SRNS FIMs facilities within five years.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-06.01	Completion Criteria: Complete condition assessments on at least 20% of the SRNS mission critical structures (identified as of 10-1-2009). This is part of a phased approach to perform condition assessments on all SRNS FIMs structures within 5 years.
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-03.02 Acceptance Criteria	~~Demonstrate availability to all site users, and validation report on random sample testing of users.~~
2	6/7/2010	Management Comprehensive Performance Fee Agreement – SRNS2010MGT-06.01 Acceptance Criteria	1. Evidence of Periodic Customer Reviews (e.g. meeting minutes, rosters, etc.) 2. SRS Condition Assessment Personnel Training Guide 3. List of qualified CAS Inspectors 4. Condition Assessment Survey Process Desktop Guide 5. List of sixty (60) Completed Inspections by Structure Number representing at least 20 percent of SRNS Mission Critical structures identified in the DOE Facility Information Management System (FIMS) as of 10/1/2009. This list shall include: a. Name of Lead Inspector b. Inspection Completion Date c. Name of Inspection Validator (CAIS Administrator or designee). 6. Supporting Inspection Reports present in the DOE CAIS database OR on hard copy Inspection Packages 7. Condition Assessment Program (documented approach for inspecting SRNS structures) 8. Proposed schedule listing the buildings to be inspected each year for the following four years to complete the five year cycle
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS Contract Output 1	Up to ~~65~~ 67% of the allocated PBI fee will be paid for Contract Output 1 as follows:
2	6/7/2010	Nuclear Materials Storage and Disposition SRNS2010NMS-01.01B	Fee: ~~$1,500,000~~ $4,000,000 Completion Criteria: Complete the following H Canyon preparations to receive and charge SNF based upon mutually agreed on scope of work. 1. Upgrade/Modify Analytical Lab for SNF & Declare Readiness ($150,000) 2. Perform Design for H-Canyon SNF Processing Modifications ($100,000) 3. Install Modifications for H-Canyon SNF Processing ($1,000,000) 4. Install Tunnel and Airlock Improvements ($195,000) 5. Revise and Approve Security and MC&A Documents ($200,000) 6. Revise and Approve Procedures Based on SNF and 3009 DSA Changes ($905,000) 7. Complete Training for SNF and 3009 DSA ($950,000) 8. Complete RA and all Pre-start Items ($100,000) 9. Charge first SNF material to H Canyon Dissolver. ($400,000)
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-01.01C	~~**SRNS2010NMS-01.01C**~~ ~~$2,500,000~~ ~~Charge first SNF material to H Canyon Dissolver~~
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS Contract Output 2	Up to ~~25~~ 23% of the allocated PBI fee will be paid for Contract Output 2 as follows:
2	6/7/2010	Nuclear Materials Storage and	~~Dissolve~~ Disposition Pu: ~~material currently stored or received in K-~~

		Disposition – SRNS2010NMS-02.01	~~Area:~~
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-02.01B	Date: 9/30/10 Fee: Up to ~~$550,000~~ $220,000 Completion Criteria: An additional ~~45~~ 30kgs charged to H Area facilities dissolver(s); $7,333 ~~12,222~~ fee for each kg charged to the dissolver; invoiced quarterly.
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-02.01C	Date: 9/30/10 Fee: Up to $55,000 Completion Criteria: Prepare 235-F Deactivation "Mission Need" Package
2	6/7/2010	Nuclear Materials Storage and Disposition – SRNS2010NMS-02.01D	Date: 9/30/10 Fee: Up to $275,000 **Completion Criteria:** Implement Pu Processing improvements including: 1. Fabricate/test jumpers (4) for conversion of Tank 11.5 to a Pu Receipt Tank. ($55,000) 2. Perform spray nozzle testing to support increase of eductor ratio (by minimum of 2x) for Pu transfers from HBL Product Hold Tanks to H-Canyon. ($20,000) 3. Fabricate/test jumpers (6) for Tanks 16.1 and 15.3. ($55,000) 4. Technology development for increased Pu throughput. ($145,000)
2	6/7/2010	SRNS2010NMS-01.01B Acceptance Criteria	~~Verify H Area Authorization Agreement for spent fuel processing is approved prior to September 30, 2010.~~ Validate completed work scopes as follows: 1) Assess FSA (or startup review as documented in the SNR) 2) Review design package(s), 3) Review completed work package(s), 4) Review completed work package(s), 5) Review revised approved Security and MC&A documents, 6) Review revised and approved procedures, 7) Review Qualification Records and assess selected Oral Boards and/or Written Exams as appropriate, 8) Assess Contractor RA (or startup review as documented in SNR) and 9) Review charging log.
2	6/7/2010	SRNS2010NMS-01.01C Acceptance Criteria	~~Documentation that a SNF shipment, stored in the L-Area wet basin, was shipped from L-Area in a refurbished 70-Ton Cask, and began dissolution in H Canyon by the end of FY10.~~
2	6/7/2010	SRNS2010NMS-02.01C Acceptance Criteria	Review completed package(s) approved by NMO that includes as a minimum: mission need statement, project scope, planning budget estimate, customer expectations, initial risk analysis and project estimate.
2	6/7/2010	SRNS2010NMS-02.01D Acceptance Criteria	(1) Review completed work package(s), (2) Witness spray nozzle demonstration, (3) Review completed work package(s), (4) Breakout of technology developments: (a) Witness Operation of Demonstration Model for Vacuum Salt Distillation [Fee = $44.6K], (b) Review Technical Report for Peroxide Fusion Experiments [Fee = $39.2K], (c) Review Conceptual Strategy for Limited Phase I DCS [Fee = $25.1K], (d) Review Conceptual Strategy for Southline SOW [Fee = $17.6K] and (e) Review VA for HBL/H-Canyon Rollup [Fee = $18.5K].
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement – SRNS2010NNP Contract Output 7A	~~Complete the PDCF Manipulator Final Design and issue the PDCF Manipulator Final Integrated Design, PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010.~~ Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDC IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010.
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7A Completion Criteria	Changed Completion Criteria 3 and 4 ~~3. Upon completion of the Preliminary Design, a Final Design of the PDCF manipulators will be developed, reviewed, review comments incorporated, and accepted by the IPT.~~ ~~4. The Contract Measure will be satisfied when the manipulator Final Designs are accepted by the IPT. PDCF IPS Milestone W24502GBBZ, scheduled for May 26, 2010.~~ 3. Upon completion of RMG preliminary designs for all process lines, the RMG vendor will complete sufficient detail design and modeling of RMG components and interfacing glovebox features

			to support conceptual design of the RMG test bed, and complete test bed conceptual design and models. 4. The contract measure will be satisfied when the manipulator test bed conceptual designs and models are presented by PaR Systems in a televised (I Link) presentation, and approved by the PDC RMG Design Authority: Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDCF IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010 ($152,250).
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7A Assumptions	~~3. The IPS includes eight URS review activities in parallel with eight LANL reviews, which must be completed to meet the Milestone date.~~ 3. The IPS contains concurrent reviews of PaR System designs and models by LANL, URS, and SRNS which must be completed to meet the milestone date.
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7B	**7B.** ~~Satisfactorily complete 3013 qualification tests for the PDCF 3013 inner can with the results of the PDCF inner can qualification effort documented in a PDCF 3013 Inner Can Qualification Report and meet NQA-1 requirements. (PDCF IPS Activity W24501XDOL, scheduled for Sept 23, 2010.) SRNL is performing a re-qualification of the 3013 Inner can for the PDCF Project. This re-qualification is required because the PDCF 3013 inner can design required changes from the previously qualified design, to accommodate a larger PDCF Convenience Can.~~ Satisfactorily Complete re-design of the PDC 3013 inner can, design, procurement, installation, and testing of Bagless welding, cutting, and glovebox sealing components for operation with the modified PDC Inner Can, SRNL POW schedule item RRBTS2180, Modified BTS System Checkout / Test, to be entered in PDC IPS with scheduled completion August 1, 2010. ($304,500)
2	6/7/2010	Nuclear Nonproliferation Program Performance Fee Agreement - SRNS2010NNP Contract Output 7B Completion Criteria	~~2. SRNL will have procured, welded and preliminarily tested an initial complement of cans to exercise equipment and establish initial qualification parameters (e.g. drop height) in FY09.~~ ~~3. SRNL will procure a compliment of 3013 inner cans using a Compensatory Action Plan (CAP) to assure compliance with applicable NQA-1 requirements.~~ ~~4. The 3013 inner cans will be welded, inspected, and leak tested.~~ ~~5. Limited testing (visual examination, leak testing & drop test) of the welded 3013 inner cans will be performed to the 3013 Std. requirements identified by the DOE 3013 Design Authority.~~ ~~6. The results of this testing will be documented in a PDCF 3013 Inner Can Qualification Report.~~ 2. SRNL will have issued revised 3013 inner can designs, revised the can procurement to utilize the modified designs, and submitted the modified designs to LANL and URS to support modification of interfacing equipment. 3. SRNL will have modified designs and procured modified components for cutter clamps and closure devices, welder tip and weld clamps, Bell Jar seals, glovebox sphincter seals, and the tool axis mount plate. 4. SRNL will assemble modified components in the PDC Canning Development Lab on the prototype BTS System, perform tests of the modified components on the installed assembly, and write a BTS System Readiness Test Report. 5. SRNS Product Canning System Design Authority will approve the BTS System Readiness Test Report.
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement – SRNS2010SRNL Allocated Fee	Allocated Fee: ~~$3,500,000~~ $3,215,000
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement – SRNS2010SRNL Contract Output 1	**Contract Output: SRNS2010SRNL -01** Book new revenue (Total Project Cost) of at least $60M in FY 2010. (Site M&O and LW work scope performed by SRNL will not be included) Up to ~~40~~ 43.5% of the allocated PBI fee will be paid for Contract Output 1
2	6/7/2010	Savannah River National	**Contract Output: SRNS2010SRNL -02**

		Laboratory Performance Fee Agreement – SRNS2010SRNL Contract Output 2	Up to ~~30~~ 32.7% of the allocated PBI fee will be paid for Contract Output 2.
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement – SRNS2010SRNL Contract Output 3	Contract Output: SRNS2010SRNL -03 Enhanced SRNL Infrastructure and Facility Safety Up to ~~30~~ 23.8% of the allocated PBI fee will be paid for Contract Output 3.
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement Contract Output 3 Number SRNS2010SRNL-03.01	Fee: Up to $240,000 Completion Criteria: Build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure a safe and secure workplace. Fee for this completion criteria is based on the range below: a. Replace 735-A, C Wing (new section) and D Wing Roofs and D160 HVAC ($105K) b. Replace RREX-FAN-ER Regulated Exhaust Fan and install new glovebox and hood (773-A/B150) ($15K) c. Complete annual DSA update and TSR to incorporate interim guidance and REEF operation. Complete DSA update and TSR to close out flash spray JCO by 6/30/10 ($60K) d. Develop IGPP process and formally submit to DOE-SR for approval for implementation at SRS ($51K) e. Seal exterior walls of E-Wing 773-A ($9K) (Note: ventilation and elevator repairs were not funded for FY10 and may be moving to ARRA scope)
2	6/7/2010	Savannah River National Laboratory Performance Fee Agreement Acceptance Criteria SRNS2010SRNL-03.02	Review and evaluation of documents verifying additional SRNL-secured office and/or laboratory space suitable to support additional business scope
2	6/7/2010	Site Infrastructure Performance Fee Agreement	Allocated Fee: ~~**$1,000,000.00**~~ **$1,500,000** **Performance Outcome:** The Contractor shall pursue site infrastructure re-investment projects and support the biomass projects to achieve mission goals and ensure a safe and secure workplace for all SRS personnel. In addition, power house repairs and upgrades will be completed to ensure uninterrupted service for the power customers.
2	6/7/2010	Site Infrastructure Performance Fee Agreement – SRNS2010SI Add a new Contract Output	**Contract Output: SRNS2010SI-03** **D Area Powerhouse Reliability:** This scope will facilitate the continued, uninterrupted operation of the D-Area powerhouse by providing equipment upgrades, rebuilding and refurbishments, and replacements. It also provides a plan for the manpower and IT support necessary to manage and perform these tasks.
2	6/7/2010	Site Infrastructure Performance Fee Agreement add SRNS2010SI-03.01	Date: 8/31/10 Fee: $300,000 Completion Criteria: Fee shall be awarded upon the successful completion of the following Power House work scope, as detailed in specific work packages: 1. Chemical Tanker Unloading Station (design and construct a new chemical tanker unloading station for D Area) 2. Service Water piping replacement (incrementally replace suspect sections of piping based on known deficiencies and water flow problems) 3. D3 Boiler Tube replacements (replace 91 tubes on the west wall, and partially replace 19 wall tubes that have less than minimal wall thickness) 4. D3 Boiler Air Pre-heater Tube replacement (replace damaged sections of tubes in the lower bank of the boiler air preheater section)
2	6/7/2010	Site Infrastructure Performance Fee Agreement add SRNS2010SI-03.02	Date: 9/30/10 Fee: $200,000 Completion Criteria: Fee shall be awarded upon the successful

			completion of the following Power House work scope, as detailed in specific work packages: 1. Establish remote operation of the Ash Handling System control panel (move operational controls to the control room) 2. Precipitator Hoppers repairs (repair / replace plate metal if less than 50% remaining thickness) 3. D Area Administrative upgrades (replace HVAC for control room and upgrades for IT infrastructure) 4. 484-D Environmental Sump line replacement (Install new carbon steel pipe from the sump pumps to the south side of the asphalt road out side of the 484-D fence. The remaining discharge line will be converted to HDPE pipe. See detailed work package.)
2	6/7/2010	Site Infrastructure Performance Fee Agreement SRNS2010SI-03.01 Acceptance Criteria	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.
2	6/7/2010	Site Infrastructure Performance Fee Agreement SRNS2010SI-03.02 Acceptance Criteria	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP	Replaced percentage values with dollars.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP Contract Output 3	Reduced Contract Output 3 R&D fee amount from $347,400 to $80,000 and defined completion criteria. **Essential Fee** 1. $20,000 available fee for Completion of Criterion 1. 2. $60,000 available fee for Completion of Criterion 2. **Completion Criteria** 1. Develop design for Gen1 Hydride Bed with Thermal Enhancement Cartridge Heater modification (Tech Mod). By September 30, 2010 have an approved design calculation and engineering drawing for Gen1 Rev. 2 (Tech Mod) hydride bed. **2.** Implement Automated Control System for Mini-TCAP in HRTL. Complete by September 30, 2010 a Mini-TCAP system which will function 24/7 under automatic control.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP Contract Output 4	Increased Contract Output 4 essential fee amount from $694,800 to $769,800 and added Completion Criteria 5. **Essential Fee** 1. $231,600 available fee for Completion Criterion 1; $115,800 for 1.a and $115,800 for 1.b. 2. $289,500 available fee of the Completion Criterion 2; $57,900 for 2.a, $57,900 for 2.b, $57,900 for 2.c and $57,900 for 2.d., $28,950 for 2.e and $28,950 for 2.f . 3. $57,900 available fee for Completion Criterion 3 4. $115,800 available fee for Completion Criterion 4; $57,900 for 4.a and $57,900 for 4.b. **5.** $75,000 available fee for Completion Criterion 5. **Completion Criteria** 5. For project Y548 TEF Warehouse, Mechanical Complete with no outstanding "A" punch-list items by September 30, 2010.
2	6/7/2010	Tritium Programs Performance Fee Agreement – SRNS2010TP Contract Output 8	Increased Contract Output 8 essential fee amount from $1,737,000 to $1,929,400 and added Completion Criteria 2 and 3. Up to $1,929,400 of the allocated Tritium Programs PBI fee may be earned by Contract Output 8 as follows**.** **Essential Fee** 1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Business Management. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

			2. $42,400 can be earned for Completion of Criterion 2. 3. $150,000 can be earned for Completion of Criterion 3. Completion Criteria 2. Review the SRNS Tritium Programs Contractor Assurance System (CAS) to Malcolm Baldridge Performance Excellence Criteria (MBPEC). SRNS will issue a report documenting CAS maturity to MBPEC.** The assessment will result in an overall scoring band for process and results with an executive summary listing the overarching key themes (i.e., cross-cutting key themes and OFIs based upon a "show me challenge") by July 16, 2010.* * Not later than date- Actual date will be based on Steering Committee Finalization of the plan. ** Excellence in Missouri Foundation "Show Me Challenge" criteria. 3. Accelerate a cost/forecasting module using the Enterprise Resource Planning (ERP) products. These reports will serve as Tritium's cost management tools leading the way for site usage of the ERP system. By September 30, 2010 issue first set of reports with available data. Reports will include actual cost data as well as forecasting information. Report suite will include flow down of B&R information as well as functional query results.
3	~~7/28/2010~~ 8/17/2010	Management Comprehensive Performance Fee Agreement (page 6 of 17) under Contract Output 1 section for Assistant Manage for Nuclear Material Stability Projects.	• ~~Complete the procurement and receive 10 HFIR racks on or before schedule~~
3	~~7/28/2010~~ 8/17/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-01.03.	**Fee:** Up to ~~$200,000~~ $280,000 Fore LEU trailers number 11 through number ~~20~~ 24 shipped in FY10, $20,000 fee will be paid; invoiced quarterly.
3	~~7/28/2010~~ 8/17/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.01B.	**Fee:** Up to ~~$220,000~~ $198,000 An additional ~~30~~ 27 kgs charged to H Area facilities dissolver(s); $7,333 fee for each kg charged to the dissolver' invoiced quarterly.
3	~~7/28/2010~~ 8/17/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.01D.	**Fee:** Up to ~~$275,000~~ $342,000 Additional Completion Criteria: 5. Disposition H Canyon Pu solution to DWPF Sludge Batch (at $800 per kg – up to $32,000) 6. Complete the analytical work to develop proposed Criticality Safety Limits (CSLs) for EU/Pu dissolving and complete the criticality CHAP tables associated with receipt and dissolving of EU/Pu material. ($35,000)
3	~~7/28/2010~~ 8/17/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.02B.	**Fee:** Up to ~~$500,000~~ $375,000
3	~~7/28/2010~~ 8/17/2010	Nuclear Materials Storage and Disposition Performance Fee Agreement : SRNS2010NMS-02.01D.	New Acceptance Criteria: (5) Provide appropriate procedure and/or log reflecting Pu transfer to DWPF Feed Tank (i.e. Tank 51), (6) For the proposed Criticality Safety Limits (CSLs), verify that KENO VI runs demonstrate k-eff values are less than k-safe, and verify criticality CHAP tables completed for EU/Pu receipt and dissolution in accordance with SCD-3 (Nuclear Criticality Safety Program Manual) and SCD-11 (CHAP Methodology Manual).
3	~~7/28/2010~~ 8/17/2010	Added: SRNS2010NNP-7D	FEE: $450,000 Prepare and submit for NNSA review a PDC CD-1 package by September 27, 2010.
3	~~7/28/2010~~ 8/17/2010	SRNS2010NNP: Nuclear Nonproliferation Program	Allocated Fee: ~~$8,570,000~~ $9,020,000
3	~~7/28/2010~~	SRNS2010NNP: Nuclear	**~~$1,500,000~~ $1,950,000 of the Nuclear Nonproliferation PBI will be**

	8/17/2010	Nonproliferation Program Contract Output 7	**paid for executing assigned work related to the PDCF project activities.** **~~35%~~ 50% (~~$525,000~~ $975,000) of the allocated fee for PDCF project activities will be earned as follows:**
3	~~7/28/2010~~ 8/17/2010	Added: SRNS2010NNP-7D	**7D.** The scope of this contract output includes the preparation and submittal of the PDC CD-1 report package to NNSA-SR in accordance with DOE O 413.3 (current version) and DOE S 1189. ($450,000) Note: Support for NNSA-SR/NNSA-HQ reviews of the CD-1 package will extend into the first quarter of FY2011. This deliverable will be captured in the FY2011 NNP PBI currently under development. **Completion Criteria:** 1. Based on the accelerated strategy, submit complete and acceptable PDC CD-1 package to NNSA-SR by September 27, 2010. 2. Early, preliminary copies of draft CD-1 documents are made available to NNSA in an organized format for parallel reviews. 3. Quality of CD-1 documents is such that minimal revisions are identified and the content complies with DOE O 413.3 (current version) and DOE S 1189. **Assumptions:** 1. Up to 100% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion. 2. Substantive changes or delays are outside of contractor's control. 3. A CD-1 resource loaded schedule is available for NNS acceptance by 23 July 2010. Schedule is maintained to reflect actual status and it is aligned with ongoing work efforts. 4. CD-1 documents will be delivered per the CD-1 document tree Rev E (or current) and 23 July 2010 project schedule. **Government Furnished Services / Items:** 1. None identified
3	~~7/28/2010~~ 8/17/2010	SRNS2010NNP: Nuclear Nonproliferation Program Contract Output 8	**~~65%~~ 50% ($975,000) of the allocated fee for PDCF project activities will be earned as follows**
4	8/31/2010	Attachment A, SRS Performance Fee Allocation Model (pages 29 – 30 of 41)	Nuclear Materials ~~35.3%~~ 33.6% of EM Fee Pool SRNL ~~11.4%~~ 10.8% of EM Fee Pool Infrastructure ~~5.3%~~ 5.0% of EM Fee Pool Management Comprehensive - Objective ~~11.7%~~ 11.1% of EM Fee Pool; Subjective ~~10,285~~ ~~36.3%~~ 11,739,780 39.5% of EM Fee Pool **Total EM ~~28,300~~ 29,754,780** **Total NNSA 20,600,000** **Total Available Fee ~~48,900~~ 50,354,780**
4	8/31/2010	Management Comprehensive Performance Fee Agreement (page 1 of 17)	Allocated Fee: ~~$10,285,000~~ $11,739,780 (Subjective)
4	8/31/2010	Management Comprehensive Performance Fee Agreement (page 11 of 17) SRNS2010MGT-01.01	**Fee**: Up to ~~$10,285,000~~ $11,739,780
4	8/31/2010	Management Comprehensive Performance Fee Agreement (page 11 of 17) SRNS2010MGT-02	**Up to ~~4.4%~~ 3.99% of the Comprehensive PBI will be paid for Contract Output 2.**
4	8/31/2010	Management Comprehensive Performance Fee Agreement (page 12 of 17) SRNS2010MGT-03	**Up to ~~5.2%~~ 4.65% of the Comprehensive PBI will be paid for Contract Output 3.**
4	8/31/2010	Management Comprehensive Performance Fee Agreement (page 12 of 17) SRNS2010MGT-04	**Up to ~~8.8%~~ 7.98% of the Comprehensive PBI will be paid for Contract Output 4.**
4	8/31/2010	Management Comprehensive	**Up to ~~4.4%~~ 3.99% of the Comprehensive PBI will be paid for**

		Performance Fee Agreement (page 13 of 17) SRNS2010MGT-05	**Contract Output 5.**
4	8/31/2010	Management Comprehensive Performance Fee Agreement (page 14 of 17) SRNS2010MGT-06	**Up to ~~1.5%~~ 1.33% of the Comprehensive PBI will be paid for Contract Output 6.**

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Acronyms

AM	Assistant Manager
BCP	Baseline Change Proposal
CCB	Configuration Control Board
CMP	Contractor Management Plan
CPAF	Cost Plus Award Fee
DOE	U.S. Department of Energy
DEAR	Department of Energy Acquisition Regulations
EM	DOE Office of Environmental Management
EMAAB	Environmental Management Acquisition Advisory Board
EVMS	Earned Value Management System
FPD	Federal Project Director
FAR	Federal Acquisition Regulations
FY	Fiscal Year
FDO	Fee Determining Official
GFSI	Government Furnished Services & Items
IMP	Interface Management Plan
IPABS	Integrated Planning, Accountability, and Budgeting System
IPABS-IS	IPABS-Information System
IPT	Integrated Project Team
M&O	Management and Operating Contractor

NNSA	National Nuclear Security Administration
OD	Office Director
PBS	Project Baseline Summary
PBI	Performance Based Incentive
PEMP	Performance Evaluation and Measurement Plan
RMP	Risk Management Plan
SME	Subject Matter Expert
SOW	Statement of Work
SRNS	Savannah River Nuclear Solutions
WBS	Work Breakdown Structure

1. Purpose

This document serves as the fiscal year 2010 Performance Evaluation Measurement Plan (PEMP) identified in Section H-28, *Performance Based Incentives,* of Contract No. DE-AC09-08SR22470 between the U.S. Department of Energy (DOE) Environmental Management (EM) Savannah River (SR) and Savannah River Nuclear Solutions (SRNS) LLC, approved January 10, 2008.

This document was developed by DOE and SRNS to provide lessons learned from the previous performance period; illustrate performance improvements for this fiscal year, and identify performance incentives and metrics for all work performed by this contractor. Work in support of the American Recovery and Reinvestment Act (ARRA) is addressed in a separate PEMP.

The SRNS contract is a cost plus award fee (CPAF) performance-based management and operating (M&O) contract, regulated under Department of Energy Acquisition Regulation (DEAR), Subchapter I, *Agency Supplementary Regulations*, Part 970, *DOE Management and Operating contracts.*

This document addresses development of Performance Fee Agreements between DOE-SR and SRNS. This includes administration of performance measures, including Performance-Based Incentives (PBI), and award fee defined in the contract, Section B, *Supplies or Services and Prices/Costs*.

National Nuclear Security Administration (NNSA) and EM incentives established under the contract are contained in the PEMP as are provisions regarding payment of incentives and award fee. Specific provisions regarding payment of an incentive, or an award fee, may also be included in the incentive itself.

2. PEMP Integrated Project Team (IPT)

The PEMP Integrated Project Team (IPT) has been established in accordance with DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*. The team's charter defines specific roles and responsibilities of the IPT. The IPT consists of representation from DOE EM, NNSA, and SRNS. See Attachment C.

The IPT provides oversight of site contracts, monitoring performance against project baselines during all project phases, from contract award to contract completion, in order to satisfy mission need at Savannah River. Oversight is based on directive DOE O 226.1A, *Implementation of Department of Energy Oversight Policy.* Savannah River Site manual SRM 226.1.1B, *Integrated Performance Assurance Manual (IPAM),* and procedure SRIP 430.1, *Facility Representative Program*, are used to document project status and identify performance issues.

IPT members who are federal employees also participate on the Performance Fee Board, assisting the Fee Determining Official (FDO) with final fee determination. The Board is described in the section of the PEMP discussing the payment process.

In establishing the IPT, the site has assembled a group of professionals representing diverse disciplines with knowledge, skills, and abilities necessary for successful execution of the project. IPT members are qualified for their respective positions and are assigned the proper level of authority to make decisions, with responsibility and accountability for their actions.

The Assistant Manager of Integration and Planning (AMIP) leads the IPT, supported by federal and contractor staff. The staff is supported as needed by Subject Matter Experts (SME) as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

3. The PEMP Process

The PEMP process for SRNS is based on fiscal year performance as identified in the contract.

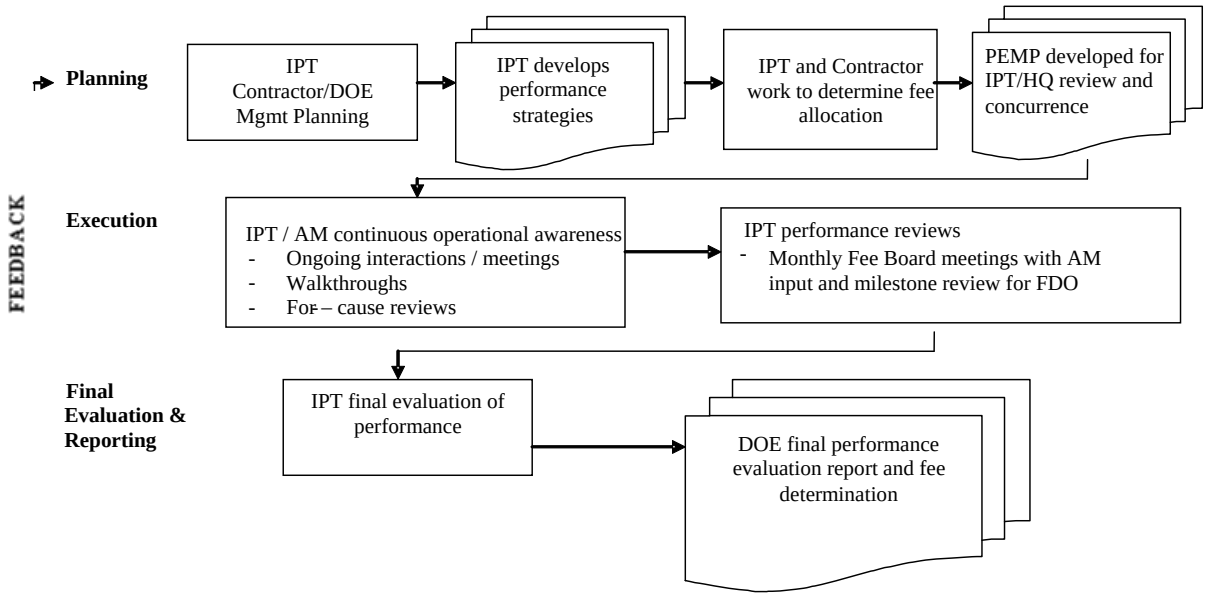

Figure 1: An example of a performance evaluation and measurement process**{**tc "Figure 1: An example of the Performance Evaluation and Measurement process" \f C \l 1**}**

3.1. Fiscal Year 2010 IPT performance schedule

Development of the fiscal year 2010 PEMP performance schedule began in July of fiscal year 2009 allowing time for identification of milestones with agreement between DOE and SRNS.

Following is the fiscal year 2010 IPT monthly schedule:

October 2009	Monthly IPT meeting Contractor performs annual performance self-assessment appraisal for FY2009 Performance issues/resolution Contractor provides Statement of Costs Incurred and Claimed through September 30
November 2009	Monthly IPT meeting Performance issues/resolution FDO makes decision on FY2009 award 60 days after receipt of contractor assessment
December 2009	Monthly IPT meeting Performance issues/resolution

January 2010	Monthly IPT meeting Performance issues/resolution
February 2010	Monthly IPT meeting Performance issues/resolution
March 2010	Monthly IPT meeting Performance issues/resolution
April 2010	Monthly IPT meeting Performance issues/resolution
May 2010	Monthly IPT meeting Performance issues/resolution
June 2010	Monthly IPT meeting Performance issues/resolution Draft 2011 Performance Fee Agreement strategies
July 2010	Monthly IPT meeting Performance issues/resolution Identify revisions to PEMP Draft 2011 Performance Fee Agreement statements and measures
August 2010	Monthly IPT meeting Performance issues/resolution Draft 2011 Performance Fee Agreement payment plans and schedules Submit draft PEMP and Performance Fee Agreement to headquarters for review
September 2010	Monthly IPT meeting for fiscal year2010 milestones Performance issues/resolution Fiscal year 2011 PEMP / Performance Fee Agreement approved by HQs and issued to SRNS
October 2010	Monthly IPT meeting for fiscal year2010 and fiscal year2011, if applicable Contractor performs annual performance self-assessment appraisal for FY2010 Performance issues/resolution Contractor provides Statement of Costs Incurred and Claimed through September 30
November 2010	Monthly IPT meeting for fiscal year2011 milestones Performance issues/resolution FDO makes decision on FY2010 award 60 days after receipt of contractor assessment

3.2. Performance Document Hierarchy

The PEMP is subordinate to the prime contract. Therefore, where matters of interpretation are concerned the original contract supersedes the PEMP and represents the final decision. Any matters of interpretation are to be identified to the DOE-SR CO for resolution.

3.3. Performance Planning

The PEMP is developed with federal and contractor staff input. Both federal and contractor parties strive to reach mutual agreement on expected business, operational and technical performance and work together to develop incentives and award fee descriptions and associated measures tied to key end products, DOE strategic goals and objectives. Incentives and fee demonstrate direct flow down of DOE strategic goals and priorities.

The CO reserves the unilateral right to make final decisions on all performance objectives and incentives (including the associated measures and targets) used to evaluate contractor performance, including any modifications.

The PEMP is revised and approved prior to the beginning of each evaluation period. Only the CO can change the PEMP. No changes will occur to the PEMP in the last 60 days of the evaluation period, unless with bilateral agreement between the CO and the contractor.

The CO may mutually negotiate with the contractor additional available fee for additional work not covered by the available budget. The funds for such work and the associated available fee is funded through the contractor's efficiencies in accomplishing the otherwise funded work. The additional work must be performed in a safe manner meeting all necessary requirements; and the performance of the additional work cannot affect the safe, proper performance of the otherwise funded work. Any additional work will be authorized in accordance with provision in the contract Section H entitled, *Work Authorization System* and is considered Super Stretch scope. This additional work falls under the management of DOE O 412.1A, *Work Authorization System*.

Clause I.42 DEAR 970.5215-4, *Cost Reduction*, provides an opportunity for the contractor to identify areas where cost reductions may be affected and develop and submit a Cost Reduction Proposals (CRP) to the CO. If accepted by the CO, SRNS may share in any net savings in accordance with paragraph (g) of this clause.

3.4. Incorporating DOE, EM and Site Mission{tc "Incorporating DOE, EM and Site Mission into strategic Outcome, Outputs and Measures" \f C \l 3}

The Savannah River Site publishes a Strategic Plan each year in support of DOE-EM and NNSA missions. The Strategic Plan articulates the site vision and missions to successfully execute current missions while welcoming and preparing for new opportunities.

The 2009 Strategic Plan identified 82 strategies. During the past several months federal and contractor staff have worked together to define supporting performance measures for those

strategies in order to develop performance statements, metrics and milestones. As a result of this effort, EM, NNSA and site missions are tied to the contract statement of work.

Functional areas of the contract statement of work identify mission-critical outcomes. Outputs and measures define how work is performed in order to meet the outcomes. This framework is used to develop the detailed performance criteria in the Performance Fee Agreement.

3.5. Completion Criteria and Validation Documentation{tc "Completion Criteria and Initial Fee Consideration" \f C \l 3}

The IPT develops performance criteria to complete contract outputs. The criterion considers fee allocation based on risk assumptions, including Government Furnished Services/Items (GFS/I). Assumptions and GFS/I are identified in Work Breakdown Structure (WBS) Basis of Estimate (BOE), and are communicated to the DOE through the Contractor Performance Baseline (CPB).

Verification documentation is identified within the Performance Fee Agreement to ensure DOE and contractor agrees what constitutes completion of the performance. This documentation can take many forms such as a shipping manifest, completion of a walk-down, a report, etc. It is important that actual means of verification is agreed to and documented during the Performance Fee Agreement development.

NOTE: Performance language should reflect sensitivities relative to site activities and facilities, and operational security (OPSEC), according to DOE O 470.4A, *Safeguards and Security Program*.

3.6. Risk Management

DOE site management uses an integrated risk management process for the EM Life Cycle baseline. This process provides programmatic risk analyses of the EM Scope of Work, establishes a process for identification and management of risks within, and integrates risk data from prime contractors.

The SRS integrated approach to risk management ensures project teams and management are involved in the risk management process: risk identification, grading, handling, impact determination, and integration. The process concludes with preparation of the Risk Management Plan (RMP) and contingency estimates contained in the SRS Risk Summary and Integrated Contingency Analysis. Each project RMP provides a summary description of the integrated approach employed in the development of a project risk plan.

A risk and opportunity assessment process is used to identify risks and opportunities associated with each project. The risks and opportunities are analyzed and handling strategies developed to ensure risks are managed to acceptable levels and opportunities are availed to improve the probability of successful completion of the project work scope. A detailed description of the methodology employed for the risk and opportunity assessment conducted by each of the Integrated Project Risk Teams appears in *Systems Engineering Methodology Guidance Manual*.

3.7. Performance Fee Agreement

A Fee Allocation Model is developed by the IPT and used to demonstrate distribution of contract fee based on weighting of funding, priority and complexity. The Fee Allocation Model outcome is used to develop expected fee earning based on the Performance Fee Agreements.

A Performance Fee Agreement is an agreement between the federal government and a contractor identifying specific performance criteria that represents implementation of mission strategy and contains criteria for evaluating performance completion. The agreement identifies an amount of fee, used as an incentive, associated with completing and documenting performance.

There are several formats for developing Performance Fee Agreements. The following are definitions provided by EM:

OBJECTIVE INCENTIVES tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor's performance meets those objective terms.
SUBJECTIVE INCENTIVES use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.
HYBRID INCENTIVES contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.
BASE INCENTIVE is associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.
STRETCH INCENTIVE motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.
SUPER-STRETCH INCENTIVE motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-

stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.
MULTI-YEAR or GATEWAY creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.
INTEGRATED INCENTIVE is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTS and trucks would be available to the various contractors when needed.

The Performance Fee Agreement is documentation of objectives and completion criterion, which includes risk analysis and assumptions. An agreement should include:

Consistent nomenclature
Correlation to Work Breakdown Structure
Performance period and allocated fee
Federal and contractor points of contract, review and approval
Performance outcome
Contract output (from contract statement of work)
Output requirement (from contract listing of directives and standards)
Completion criteria, including specific criteria to demonstrate completion
Evaluation criteria

The agreements represent formal and binding performance fee expectations on the part of DOE and SRNS and identify the fee allocation amount for each performance component.

The IPT may determine early fee payment is an appropriate incentive for work completed ahead of schedule, provided all other requirements for completing work are satisfied, and necessary change/configuration controls and risks have been addressed.

4. Change Control

All correspondence regarding proposed changes to Performance Fee Agreements shall be sent to the CO. The CO consults with the appropriate Assistant Manager/Office Director (AM/OD) to determine if the proposed change impacts the CPB. If the proposed change does not impact the baseline, the CO will issue correspondence to the contractor that incorporates the advice of a Subject Matter Expert concerning the proposal.

Action directed by CO correspondence is considered to be within scope of work of the existing contract. If the contractor considers that carrying out this direction may increase contract costs or delay any delivery, the contractor shall promptly notify the CO orally, confirming and explaining the notification in writing as soon as possible, but within no more than five (5) working days. Following oral notification and submission of the written notice of impacts, the Contractor shall await further direction from the CO prior to implementing the action.

If the proposed change impacts the baseline, then the CO will request the contractor to develop a Baseline Change Proposal (BCP) for review by the federal configuration control board. DOE has an established configuration control board (CCB) with assigned levels of approval authority based on change thresholds and/or contractual authority. This approach was designed to ensure changes can be addressed rapidly without compromising control. Both parties recognize that modified work scope may occur and change control actions will be processed in a timely manner.

5. Federal Oversight of Contractor Performance

Central to administration of the contract is assessment of contractor performance. All federal staff members performing assessments are expected to understand terms and conditions of the contract. In order to verify performance, a systematic process of assessment, analysis, documentation and feedback will be required. A range of assessment techniques from data/metric reviews and analysis, to review of self-assessments by the contractor, to formal multidisciplinary assessments will be employed. The assessments will be tailored based on the level of definition of the work requirements and complexity of the function.

Procedures for assessing contract performance are described in the SR Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual*. The intent of the oversight processes described in the manual is to assure contractor compliance with contract requirements, provide for timely identification and correction of deficient conditions, verify effectiveness of completed corrective actions, and pursue excellence through continued improvement. Additionally, the manual is intended to assist DOE in implementing the site contractor oversight system (a management framework of related processes to determine whether federal and contractor assurance programs are performing effectively and/or complying with DOE requirements).

The contractor oversight system is founded on an integrated safety management system (ISMS), emulating DOE P 450.4, *Safety Management System*. SRM 226.1.1 describes processes comprising the contractor oversight system, which enables DOE to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE-SR oversight of contractor performance.

The contractor oversight system provides DOE site management information needed to make informed decisions regarding both contractor and DOE performance and to determine whether program corrections are necessary. Communicating requirements and expectations to the

contractor is an essential component in the contractor oversight system. Requirements and expectations are communicated through the Statement of Work, special clauses, contract modifications, and through technical direction by the CO or representative.

SRM 226.1.1 provides detailed requirements for standardized scheduling, planning, conducting, reporting, and follow-up and closure activities for Type 1, 2, and 3 Assessments. Assessments are designed to provide managers with meaningful, accurate, and current information on the status of program compliance, productivity, and quality. Use of standardized assessment methods is a key feature of DOE site performance assurance.

In accordance with DOE O 226.1A, *Implementation of Department of Energy Oversight Policy*, the site also uses independent and self-assessments to determine effectiveness of site assessment of the implementation of contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub elements. Results from these independent and self-assessments in addition to external assessments provide insight into areas where improvements in contractor oversight can be made. The end result is a management system regularly assessing performance, assuring comprehensive corrective action, and providing continuous improvement by identifying, correcting, and preventing problems hindering achievement of site missions.

DOE will dedicate resources to verify interface management and interface control activities, led by the M&O contractor, are the result of collaborative efforts on the part of all contractors who perform work at SRS to define system boundary and interfacing systems, document system boundaries and interfacing systems, and define interface functions and requirements. In addition to verifying all required documentation is in place, DOE will resolve disputes between and/or among contractors.

The DOE prime contractors will provide or receive services from other contractors and ensure deliverables, including Government-Furnished Services and Items (GFSI), are identified and documented in accordance with Interface Management plan/program. The Interface Management IPT will verify when the M&O contractor requests services from another contractor; they provide specifications, requirements, hazard information, quality assurance, technical, safety, and environmental requirements for the work to be performed. Contractors requesting services from the M&O contractor are responsible for oversight of requirements related to the specific work task(s) to ensure the performing contractor delivers a product or service meeting requirements of the requesting contractor. DOE is responsible for the oversight of the individual DOE prime contractors and ensuring they meet the requirements for delivery of services. The performing contractor is expected to consult DOE whenever requirements conflict with, or are greater than, its own baseline requirements.

6. Performance Evaluation

Upon completion of performance criteria described in the Performance Fee Agreement, the contractor will document completion in the Fee Invoicing System (FIS) and forward the documentation to the relevant DOE organization technical representative, who in turn will perform a verification of documentation to confirm output criterion has been met. This may also require an in-field validation.

Upon verification, recommendation is forwarded through management to the Performance Fee Board. The Board will verify documentation provided demonstrates satisfactory completion according to performance incentive requirements. Fee determination will be made in accordance with the PEMP based on fee identified in the Performance Fee Agreement.

The contractor may perform a self-assessment of their performance. The Board will review any assessment provided by the contractor. If the Board does not concur with the contractor's self-evaluation and recommendation, all such disagreements shall be expressed in a performance evaluation letter to the contractor. The contractor shall submit written comments and any supporting documentation to the Board within five (5) working days of receiving the evaluation letter. Within ten (10) working days of receiving any contractor comments or reclama, the Board shall provide the CO a recommendation, including amount, rationale, and justification.

When disputes occur during the verification process and resolution is not forth coming between the contractor and the appropriate AM, the IPT is the avenue for dispute resolution. The parties should request a special IPT review to present the case and the IPT should be responsible for making the determination on an appropriate path forward.

The IPT will routinely measure and report contractor:
Technical performance (quality of product/service)
Cost control
Adherence to schedule
Business relations

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

7. Payment of Fee

The contractor requests fee payment by submitting an invoice. Following verification by the relevant DOE organization manager/agreement owner, recommendation is forwarded to the Performance Fee Board and FDO. The FDO, in conjunction with the Performance Fee Board, concurs with the agreement owner on fee payment for each invoice, or recommends a reduction to the fee payment. Determination of performance incentive fee earned is the unilateral determination of the FDO.

The contractor will be advised in writing of the amount and basis of the performance incentive fee determination. Performance incentive fee not earned during the performance period will not be allocated to future performance periods. However, fee may be allocated to new performance-based incentives as developed by the IPT, as long as the completion of the newly developed incentive does not extend beyond the performance period.

Fee is considered provisional throughout the performance period. The FDO determines the total fee awarded to the contractor. Fee may be reduced per contract Section B.5 *DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (JAN 2004) ALTERNATE II |JAN 2004) |DEVIATION).* Up to 20 percent of allocated fee may be reduced by the FDO if performance based incentive milestones are not completed during the performance period.

Total available fee amount earned payments are made by direct payment or withdrawn from funds advanced or available under the contract, as determined by the CO. The CO may offset against any such fee payment the amounts owed to the government by the contractor, including any amounts owed for disallowed costs under the contract. No base fee amount, or total available fee amount, payment may be withdrawn against the cleared payments financing arrangement without the prior written approval of the CO.

7.1. Fee Invoicing Process

The contractor has developed an automated Fee Invoicing System (FIS) that utilizes measurement data from each Performance Fee Agreement. The contractor works with DOE to identify appropriate DOE approvers. The system assigns responsibility to each output so that the routing process ensures appropriate review by federal and contractor staff. Time limits are assigned to each step to ensure smooth processing and timely approvals. The system notifies responsible approvers when the time limit has been exceeded.

8. Government Furnished Services/Items (GFS/I)

GFS/I are factored into the final fee determination for this incentive contract. GFS/I are identified in the Basis of Estimates (BOE) found in WBS dictionaries for specific tasks. The purpose of the GFS/I are to identify inherent government responsibilities and may pose some level of risk to the contractor in completing award fee or performance based incentives. GFS/I are the burden of the government, mutually accepted as part of the performance agreement. If the government fails to achieve GFS/I, equitable adjustment may be made specific to the incentive. These adjustments, however, cannot exceed the maximum available fee for the specific incentive.

9. Reporting Requirements

9.1. General Reporting

The contract requires each report must be accompanied by a letter or other document which:

- Identifies the contract number under which the item is being delivered; and
- Identifies the contract requirement or other instruction which requires the delivered item(s).

The contractor is responsible for maintaining all records and controlled documents related to the PEMP per DOE O 200.1, *Information Management Program*, and DOE Order 243.1, *Records Management Program*.

9.2. Performance Reporting Project Control System

The contractor will propose a project structure to achieve safe and accelerated clean up in the most cost-effective manner. The contractor will establish, maintain and use a project control system accurately reflecting project status relative to cost and schedule performance, and tracking changes to the baseline. This system will be integrated with financial accounting systems to ensure consistent reporting of costs.

The contractor will ensure the project control system employs a cost effective, graded application of controls. The existing project control system will be used and modified, as necessary, to achieve compliance with the requirements of the contract as established in this section.

Attachment A, SRS Performance Fee Allocation Model

2010 SRNS PBI Fee Structure Supporting EM

	Award Type	Avail Fee (000)	
Nuclear Materials			
	Objective	6,700	1. SNF and HEU Processing
		2,300	2. Plutonium Processing and Storage
		500	3. Non Destructive and Destructive Evaluations
		500	4. Safely and Securely receive and unload FRR and DRR
		10,000	**~~35.3%~~ of EM Fee Pool, 2.7% of BCWS** **33.6%**
SRNL	Objective	1,400	1. Book New Revenue & provide quality performance
		1,050	2. Position SRNL to be a distinct Business Unit
		765	3. Enhance SRNL Infrastructure
		3,215	**~~11.4%~~ of EM Fee Pool, 4.5% of BCWS** **10.8%**
Infrastructure			
	Objective	1,000	1. Project Support for new ESPC Biomass Cogeneration Facility
		500	3. D Area Powerhouse Reliability
		1,500	**~~5.3%~~ of EM Fee Pool, .9% of BCWS** **5.0%**
Management Comprehensive			
	Objective		**Security**
		100	1. Graded Security Protection (GSP) at K - Area
		200	2. REEF project baseline ; Argus physical security system
		300	3. Cyber Security- Edge NAC Switches
	Objective		**Project Control Improvements**
		500	1. EVMS Compliance with ANSI standards
		200	3. Risk Management Improvement
	Objective		**Business System Improvements**
		200	1. Continuous Improvement System
		1,000	2. Enterprise System for Project Controls, Procurement and Finance
	Objective		**Activity Based Cost approach relative to Budgeting and Planning**
		300	1. Develop, document and deliver Overhead/ Indirect budget & planning process
		300	2. Implement the revised budget and planning process & procedures
	Objective		**Real Property Asset Management (RPAM) Improvements**

	200	1. Completion of Condition Assessments on 20% of Site Facities by FY2010	
Tot MC Obj	**3,300**	~~**11.7%**~~ **11.1%**	**of Fee EM Pool, 3.2% of BCWS**
Subjective	~~**10,285**~~ **11,739**	**Increase Management Effectiveness & Control**	
		~~**36.3%**~~ **39.5%**	**of EM Fee Pool**
Total EM	~~**28,300**~~ **29,754**	~~64%~~ 61%	Objective
		~~36%~~ 39%	Subjective
Total NNSA	**20,600**		
Total Available Fee	~~**48,900**~~ **50,354**		

Figure 2: Example of the 2010 EM Performance Fee Allocation Breakdown

Attachment B, Glossary

Award Fee. See Performance Fee Agreement. Award fee is performance fee developed using subjective criteria.

Base Incentive. An incentive associated with work to be performed under the scope of the contract and which is believed by the parties to be within available funding.

Baseline change proposal (BCP). The contractor normally generates the BCP for documenting baseline changes. It should provide a complete description of a proposed change and its resulting baseline impacts. The BCP serves as an audit tool for baseline changes. The BCP must be submitted in accordance with the baseline change control guidelines contained in the change control section of this document.

Baseline. The quantitative expression of the project scope, schedule, and cost against which the status of resources and progress can be measured. The field maintains the project baseline as a collection of documents, including resource loaded schedule networks, cost estimates, and documented assumptions. The baseline is the key component of the PCS because it documents the program plan for performing the work and provides the information required by DOE business practices for evaluating resources and program performance. For planning purposes, project baselines should reflect full regulatory compliance and should be based on reasonable out-year funding assumptions. The degree of baseline detail should be consistent with the project phase and should adopt the "rolling wave" approach, such as greatest level of detail for near-term (fiscal year plus 2 years) activities. The baseline is often referred to as the performance measurement baseline (PMB).

Change control. A documented process applying technical and management review and approval of changes to technical, schedule, and cost baselines.

Contractor. The term contractor as used in this document refers to management and operation (M&O) contractor unless otherwise stated. Synonymous with contractor and M&O contractor is site contractor.

Federal Project Director (FPD). The FPD resides at either the field or HQ and serves as the single point of contact between Federal and contractor staff for matters relating to the project and its execution. The Program Secretarial Officer may delegate certain authorities and responsibilities to the FPD.

Fee Determining Official (FDO).The Fee Determining Official is the DOE SRS Site Manager.

Fiscal year (fiscal year). The U.S. government fiscal year begins on October 1 and ends on the following September 30 of every year.

Gateway. A gateway creates the requirement that previously incentivized work, usually in the same work package, is to be performed prior to any follow-on incentives being earned (these may be subsequent annual incentives or "Super Stretch" Incentives). Gateways are to be used to

ensure that priority work will be performed and that necessary tasks are not deferred as contractors make decisions relative to the application of resources relative to potential fee.

Hybrid Incentives. Hybrid incentives contain both subjective and objective elements. An example of such an incentive might be the achievement of an acceptable Safety Program by a specific date. The extent to which it is acceptable will be determined subjectively, while the date of achievement will be determined objectively.

Integrated Incentive. An integrated incentive is an incentive that appears in several contracts which has the same end goal and requires the various contractors to work together in achieving that goal. An example would be to include in all contracts addressing the shipment of TRU waste to WIPP an incentive to ship the TRU waste and to coordinate such shipments such that TRUPACTS and trucks would be available to the various contractors when needed.

Integrated Planning, Accountability, and Budgeting System (IPABS). The objective of IPABS is to establish a single integrated EM corporate database to support budget, performance, technical analyses, and inquiries for eliminating redundant requirements and reporting systems and providing a single source for data management. IPABS-IS should correlate to baselines. The IPABS-IS is IPABS user interface for data input and reporting.

Life cycle. Project inception through project completion.

Management and operating (M&O). "Management and operating contract" means an agreement under which the Government contracts for the operation, maintenance, or support, on its behalf, of a Government-owned or -controlled research, development, special production, or testing establishment wholly or principally devoted to one or more major programs of the contracting Federal agency (Federal Acquisition Regulations System Section 17.601).

Milestone. A milestone is an important or critical event with no duration required for achieving project objective(s). Milestones are comprised of a noun; modifiers; active, results-oriented verb; and a date. Milestones can signify activity starts and completions.

Objective incentives. Objective incentives tend to be specific in nature and lend themselves to evaluation against quantifiable measures (i.e., objective performance measures). To the extent that a performance measure is defined and measured in objective terms, the fee associated with its achievement is earned based on the extent to which the contractor’s performance meets those objective terms.

Office of Engineering and Construction Management (OECM)*.* The OECM is a DOE HQ organization within the Office of the Chief Financial Officer. It serves as DOE principal point of contact relating to program and project management and develops policy and assists in the planning, programming, budgeting, and execution process for the acquisition of capital assets in coordination with the PSO and project management support offices.

Office of Environmental Management (EM). DOE created this organization in 1989 to mitigate the risks and hazards posed by the legacy of nuclear weapons production and research. Included

are an unprecedented amount of contaminated waste, water, and soil, and a vast number of contaminated structures remaining radioactive for thousands of years. EM is composed of the Offices of ER and Waste Management.

Organizational Breakdown Structure (OBS). The project's functional organization. Control accounts are identified at a natural intersection point of the WBS and OBS.

Performance Based Incentive (PBI). See Performance Fee Agreement.

Performance Evaluation Measurement Plan (PEMP). The PEMP, required by contract, illustrates the process management will use to identify strategic goals that can be achieved by contract, develop performance incentives to accomplish that strategy, and verify completion of invoiced incentives. The PEMP is related to other project documents, such as the Project Execution Plan (PEP), and the Quality Assurance Surveillance Plan (QASP).

Performance Fee Agreement. The Performance Fee Agreement is between the federal government and a contractor, and identifies specific performance criteria that can be documented when completed, and an amount of fee, used as an incentive, associated with completing and documenting performance. The contract defines performance fee can be an incentive fee component for objective performance requirements (e.g. Performance-Based Incentive), and/or an award fee component for subjective performance requirements.

Performance Fee Board. Federal staff members of the IPT who are responsible for reviewing all Performance Fee Agreement performance reporting, and providing recommendation to the Fee Determining Official concerning payment of fee.

Performance Measurement Baseline (PMB). The time-phased budget (BCWS) plan plus any undistributed budget against which project performance is measured.

Project Baseline Summary (PBS). The PBS is the main source of summary EM project information needed to support planning, budgeting, execution, and reporting/evaluation. IPABS-IS collects data by PBS, and EM funds projects by PBS. The majority of ERD and WMD projects have one PBS. PBS is the common denominator for the planning, budgeting, execution, and reporting/evaluation functions.

Project risk. A factor, element, constraint, or course of action on a project introducing an uncertainty of outcome and the possibility of technical deficiencies, inadequate performance, schedule delays, or cost overruns that could impact a mission. In the evaluation of project risk, the potential negative or positive impacts and the probability of occurrence must be considered.

Project. A unique effort supporting a program mission, having defined start and end points, undertaken to create a product, facility, or system, and containing interdependent activities planned to meet a common objective or mission. Project types include planning and execution of construction, renovation, modification, line items for maintenance and repair, environmental restoration, deactivation and decommissioning efforts, information technology, and large capital equipment or technology development activities. Tasks such as basic research, grants, ordinary

repairs, maintenance of facilities, and operations are not considered projects. For simplicity, this document uses "projects" when referring to both programs and projects.

Stretch. A Stretch incentive motivates the contractor to accelerate contractual work by achieving cost efficiencies, thereby accomplishing all work within the same work package at a cost less than that reflected in the approved baseline. The cost efficiencies achieved are normally within the range of the original estimate (budget) for the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the basic Total Estimated Fee Pool. By designation as a Stretch Performance Fee Agreement, the contractor is authorized to initiate activity at its discretion at the time the incentive is created. The Contractor does not need to obtain approval from the Change Control Board prior to beginning work on a Stretch Performance Fee Agreement.

Subjective incentives. Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

Super-Stretch. A Super-Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Validation. Validation is a method of comparison between a Performance Fee Agreement and physical completion of performance criteria. The comparison is evaluated to determine adequacy of meeting the intent of the Performance Fee Agreement.

Verification. Verification is a method of comparison between a Performance Fee Agreement and documentation of completion of performance criteria. The comparison is evaluated to determine adequacy of documenting completion of the Performance Fee Agreement.

Work Breakdown Structure (WBS). The WBS is a product-oriented family tree subdivision of the work required to produce the end product. The WBS is structured in accordance with the way work will be performed and reflects the way in which project costs and data will be summarized and eventually reported.

Attachment C, Integrated Project Team (IPT) Charter

INTEGRATED PROJECT TEAM (IPT) CHARTER

IPT NAME: PEMP Integrated Project Team (IPT)

LEVEL OF IPT: Savannah River Operations Office, Deputy Manager for Business Operations

IPT MISSION/OBJECTIVES

The purpose of the PEMP IPT is to provide DOE SR with a process for performance evaluation and measurement. This charter will define the processes that will be utilized to establish, monitor performance, and validate Performance Fee Agreements for the current contract period with SRNS. The mission of the IPT is to lead performance, and help avoid potential barriers to success.

The DOE-SR Executive Sponsor for the IPT is the Deputy Manager for Business (DMB). The IPT Lead is the Assistant Manager for Integration and Planning (AMIP). The IPT will be composed of both federal and contractor employees. Federal members will include the Deputy Manager for Cleanup Operations, the M&O Manager of Contract and Subcontract Management, Technical Leads, NNSA SRSO Manager and NNSA NA-262. Contractor members will include the Management and Operations (M&O) Vice President for Site Integration, the SRNS Manager of Contracts and Subcontract Management, and Technical Leads. The IPT will be augmented, as necessary, with Subject Matter Experts as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

The Performance Fee Board will be comprised of select Federal IPT members responsible for reviewing all submitted invoices for payment determination, and making recommendations to the Fee Determining Official (FDO).

BACKGROUND

SRNS was selected as the Savannah River Site (SRS) Management and Operations (M&O) contractor in May 2008 and assumed the role in August 2008. The SRNS contract is a cost plus award fee performance-based contract. Performance fee evaluation and measurement is documented in the PEMP.

Once approved, the Performance Based Incentives are documentation of objectives and completion criterion, which includes risk analysis and assumptions. The Performance Fee Agreement represents formal and binding performance fee expectations on the part of DOE and SRNS. The Performance Fee Agreement will identify the fee allocation amount for each performance component. Each Performance Fee Agreement contains an overall Performance Outcome, along with specific Contract Outputs, Completion Criteria and Validation Criteria.

METRICS

1. Submittal and approval of Performance Fee Agreements

2. Identification and delivery of Government Furnished Services and Items (GFSI) on the schedule needed to allow the contractor to meet defined outcomes
3. Completion of the Performance Fee Agreement criteria
4. Verification and payment of received invoices for completed outcome criteria

SCOPE OF IPT RESPONSIBILITIES

The IPT will provide input to the process to develop and approve Performance Fee Agreements, monitor progress made in performing work towards completion, and support the invoicing, validation and approval process. The IPT will accomplish oversight by tracking schedule progress, payment projections, and invoice validations.

The IPT shall meet monthly and monitor progress of submitted invoices for payment, and look ahead for Performance Fee Agreement and/or tasks that will be complete in the next 30 days. Additionally, the IPT will monitor delivery of GFSI and look ahead for deliverables required in the next 30 days. Information from the automated invoicing system will be used to perform this review.

SRNS will develop a schedule and set of schedule tools to monitor performance. If requested by the IPT, these tools will be used to provide additional information for the forecast review. For Completion Criteria that depend on GFSI to complete, the schedule will define a need date to support the Performance Fee Agreement due date. These dates shall be clearly communicated to DOE. Where possible, the financial performance of progress towards completion of each Performance Fee Agreement will be measured by tracking cost in the Work Breakdown Structure.

Validation (Invoice Processing)

A Lotus Notes application has been developed to support this process to facilitate routing, tracking and approvals. A process flow diagram has been developed to illustrate the validation path and is attached for information.

Upon completion of criteria described in the Performance Fee Agreement, the Contractor Input Coordinator (CIC) will route a Performance Fee Agreement Completion Form along with evidentiary documents and recommendation for payment to the Responsible Manager followed by the responsible Vice President for their review. Upon their concurrence, the form will be sent to the SRNS Manager of Contract and Subcontract Management to submit to the DOE CO. It will be sent in parallel to the DOE POC and routed through a technical reviewer and division manager to the appropriate Assistant Manager for information. Upon verification, the functional DOE AM will present a recommendation to the DOE Performance Fee Board.

The DOE Performance Fee Board will meet monthly to review submitted invoices that have completed DOE AM review. The Board will verify documentation provided demonstrates satisfactory completion according to the defined criteria and requirements. Performance fee determination will be made in accordance with the PEMP and/or specific criteria within the Performance Fee Agreement. If the Board concurs with the contractor's self-evaluation and recommendation, the DOE Fee Determining Official (FDO) determines the fee amount and authorizes payment of the invoice.

The IPT will review cases where the contractor identifies they will not complete the Performance Fee Agreement by the due date or within the performance period. The contractor will propose a path

forward which could include processing the late completion invoice through the established invoicing and validation process, or performing change control. Change control will be performed utilizing existing processes as described in the PEMP. The IPT will routinely involve subject-matter experts and the Senior Management Team, managers, and supervisors in resolving issues.

IPT Executive Sponsor

The IPT Executive Sponsor will provide performance input to the IPT Lead and members. The IPT Executive Sponsor will also be the senior DOE member on the Performance Fee Board.

IPT Lead

The IPT Lead is the federal official responsible for project success. In accordance with DOE O 413.3A and DOE M 413.3-1, the IPT Lead shall perform the following:

- Charter and lead the PEM IPT
- Schedule and hold PEM IPT meetings
- Request support from the DOE functional resources as required to resolve issues
- Assess contractor performance
- Identify and resolve critical issues
- Present any performance evaluation and measurement issues that cannot be resolved by the PEM IPT to the appropriate SR authority for final decision

IPT Members

IPT members are responsible for supporting the IPT Lead in fulfilling technical and project management responsibilities during project execution. Members conduct and/or coordinate activities for their respective organizational element or functional area of responsibility. The members are assigned specific roles and responsibilities for project success and report to the IPT Lead for execution of these responsibilities. IPT members shall perform the following generic responsibilities:

- Ensure interfaces are identified, defined, and documented
- Review and assess performance and project status against parameters, baselines, milestones, and deliverables
- Support the IPT Lead
- Review and comment on deliverables

The names of IPT members are current as of the issue date of this charter. Names or functional responsibilities may change at the discretion of the IPT Lead without having to modify or update this

charter.

The Table identifies the members of the IPT, the Performance Fee Board and the Technical Leads.

NAME	FUNCTION	ORGANIZATION	
SCHWIER, Jean	IPT Executive Sponsor Performance Fee Board Lead	Deputy Manager for Business Operations	
JOHNSON, Sandra	Alternate Performance Fee Board Lead Performance Fee Board Member	Deputy Manager for Cleanup Operations	
HINTZE, Doug	IPT Lead Performance Fee Board Member	Assistant Manager for Integration and Planning	
TBD	Alternate IPT Lead Alternate Performance Fee Board Member	Director of Mission Planning Division	
DEAROLPH, Douglas	NNSA Performance Fee Board Member IPT Member	Manager NNSA SRSO	
CLARK, William	NNSA Alternate Performance Fee Board Member IPT Member	Manager NNSA NA-262	
LOVETT, James	IPT Member	DOE M&O Contracting Officer	
BILSON, Beth	IPT Member	SRNS VP Business Services	
TEMPLE, John	IPT Member	SRNS M&O Manager of Contract and Subcontract Management	
CHRISTIAN, John	DOE IPT Technical Lead	Mission Planning Division	
PENNINGTON, Michele	SRNS IPT Technical Lead	SRNS M&O Program Integration Office	
CRAIG, Jack	DOE Fee Determining Official	DOE Site Manager (Acting)	

CUSTOMERS/INTERFACES

- Leadership Team
- Contracting Offices
- M&O Contractor
- NNSA Savannah River Site Office

Attachment D, Lessons Learned

As fiscal year 2010 performance was being planned in July 2009, federal and contractor staff met to discuss Lessons Learned from the fiscal year 2009 performance period. The following issues were discussed and incorporated in this performance period.

General

1. Develop a schedule (with durations) and flowchart for the development of Performance Fee Agreements
    a. Start development early (10 weeks) so there is time for adequate negotiation on wording of contract output, completion criteria and validation criteria and leave adequate time for approval cycle. Last minute changes need to be reviewed by owners before finalization and approval.
    b. Include both DOE EM and NNSA in the entire process
2. Develop and communicate the "corporate strategy" for use in development of performance milestones (aggressive vs. realistic, objective vs. subjective etc.) Use the site strategic plans (both DOE and SRNS) to help us develop incentives.
3. Create a standard form or template that captures consistent information for Performance Fee Agreements (owners, completion criteria, validation documents, DOE AM etc.)
    a. Use a standard numbering sequence
    b. Identify GFSI from WBS BOE and need date (or duration) with each specific contract output
    c. Tie validation criteria and evidentiary documentation to specific outputs
4. Reach agreement on evidentiary documentation that will be used to document completion before finalizing the Performance Fee Agreement.
5. Be as specific as possible (i.e. which design is needed, what phase of design is required, what systems will be completed etc.)
6. Develop subjective incentives into more meaningful performance indicators
    a. Where there are subjective incentives, establish the grading and payment criteria in advance
7. Eliminate non-fee bearing milestones
8. Minimize the number of Performance Fee Agreements that require DOE action (GFSI) to complete.
9. Utilize progress payments for deliverables that span the entire performance period rather than a lump sum at the end of the period
10. Stagger completion dates throughout the performance period and try to avoid a large amount due in the final month, because there is no way to reallocate unearned funds at the end of the performance period
11. Develop process to enable super-stretch and/or reconcile with cost savings contract clause.
12. Standardize a change control process
13. Develop a procedure and communicate DOE R2A2 with respect to the performance process
14. Communicate fee perspective throughout the DOE organization, especially to technical reviewers.
15. Establish stream-lined subjective grading criteria and process, especially for Management Systems

Fee Invoicing System (FIS)

Identify SRNS and DOE reviewers/approvers in advance, so that the system will be populated initially
Identify DOE administrative POC
Offer training sessions on the Performance Fee Agreements and the FIS to new players so there is no confusion
Provide wider FIS access to enable completion input coordinators to view the entire database (what is currently due and what is coming due in their area)

Tracking/Reporting

1. Create an integrated schedule that shows upcoming items due, status and GFSI by linking individual project/facility schedules to a master schedule so that management has a convenient tool to monitor real-time status of all fee bearing milestones
2. Decide on the correct forum/meeting to status progress on all business and operations Performance Fee Agreements and raise issues
3. Establish tracking/reporting ownership within the organization
4. Establish protocol for addressing items due that will not be met
5. Develop cost performance reports for SRNS/DOE management.

Attachment E, Performance Fee Agreements

The Performance Fee Agreements for FY2010 are attached.

Performance Fee Agreement

PBI Number: SRNS2010MGT

Activity Name: Management Comprehensive

WBS Number: Multiple

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: ~~$10,285,000~~ $11,739,780 (Subjective)
$3,300,000 (Objective)

Revision Number: 4

Senior level manager name:
Doug Hintze

Senior level supervisor/division manager name:

Performance Outcome:

Implement management processes and systems that provide timely, accurate and traceable information to enable more transparent and efficient execution of SRS missions.

This incentive is a hybrid incentive. Hybrid incentives contain both subjective and objective elements. The extent to which it is acceptable will be determined subjectively, using an adjectival rating. Contract outputs that have identified completion criteria will be validated with explicit criteria.

Contract Output: SRNS2010MGT-01

Increase management effectiveness and control of SRNS contractual work activities.

This Contract Output will receive an adjectival grade and numerical score. The following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Adjectival Rating	Percent of allocable fee	Definition
Exceptional	90-100	**Technical** – Met all performance requirements/Exceeded 20% or more; Minor problems/Highly effective corrective actions/Improved performance and quality results **Cost Control** – Significant reductions while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost issues/Effective corrective actions facilitated cost reductions **Schedule (Timeliness)** – Significantly exceeded delivery requirements (All on-time with many early deliveries to the Government's benefit); Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Highly professional/Responsive/Proactive; Significantly exceeded expectations; High user satisfaction; Significantly exceeded SB/SDB subcontractor goals; Minor changes implemented without cost impact/Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Very Good	81-90	**Technical** –Met all performance requirements/Exceeded 5% or more; Minor problems/Effective corrective actions **Cost Control** – Reduction in overall cost/price while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost/price issues/Effective corrective actions to facilitate overall cost/price reductions **Schedule (Timeliness)** – On-time deliveries/Some early deliveries to the Government's benefit; Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Professional/Responsive; Exceeded expectations; User satisfaction; Exceeded subcontractor goals; Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Satisfactory	50-80	**Technical** – Met all performance requirements; Minor problems/Satisfactory corrective actions **Cost Control** – Met overall cost/price estimates while meeting all contract requirements **Schedule (Timeliness)** – On-time deliveries; Minor problems/Did not effect delivery schedule **Business Relations/Management** – Professional/Reasonably responsive; Met expectations; Adequate user satisfaction; Met

		subcontractor goals; Reasonable change proposals/Reasonable definitization schedule; number and significance of audit findings, response to audits and associated corrective actions.
Marginal	26-49	**Technical** – Some performance requirements not met; Performance reflects serious problems/Ineffective corrective actions **Cost Control** – DO not meet cost/price estimates; Inadequate corrective action plans/No innovative techniques to bring overall expenditures within limits **Schedule (Timeliness)** – Some late deliveries; No corrective actions **Business Relations/Management** – Less professionalism and responsiveness; Lower user satisfaction/No attempts to improve relations; Unsuccessful in meeting subcontractor goals; Unnecessary change proposals/Untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Unsatisfactory	0-25	**Technical** – Most performance requirements are not met; Recovery not likely **Cost Control** – Significant cost overruns; Not likely to recover cost control **Schedule (Timeliness)** – Many late deliveries; Negative cost impact/Loss of capability for the Government; Ineffective corrective actions/Not likely to recover **Business Relations/Management** – Delinquent responses/Lack of cooperative spirit; Unsatisfied user/Unable to improve relations; Significantly under subcontractor goals; Excessive unnecessary change proposals to correct poor management; Significantly untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.

Up to ~~$10,285,000~~ $11,739,780 ***(this incentive does not allow progress and/or provisional payment)*** **of the Comprehensive PBI will be paid for Contract Output 1.**

Description/Background/Justification:

Lessons Learned:
DOE is implementing lessons learned through this approach. Lessons learned from FY2009, as reported in the FY2010 PEMP include:

1. Develop and communicate the "corporate strategy" for use in development of performance milestones (aggressive vs. realistic, objective vs. subjective etc.) Use the site strategic plans (both DOE and SRNS) to help us develop incentives.
2. Develop subjective incentives into more meaningful performance indicators
    a. Where there are subjective incentives, establish the grading and payment criteria in advance
3. Establish stream-lined subjective grading criteria and process, especially for Management Systems

To achieve its vision and implement all desired management improvement efforts will require an organized, systematic approach to project execution. EM has developed and implemented the EM Program Management System (EMPMS) to clarify roles and responsibilities, to provide for more integrated operations, and to further establish a solid baseline for workforce planning.

The EMPMS is a performance-based management system. Performance-based management uses performance measurement information to help set agreed-upon performance goals, to allocate and prioritize

resources, to inform managers so they can manage program activities to meet those goals, and to report on their status. It also offers opportunity to learn from any failures in performance and to continuously improve management practices.

The Performance Fee Board, as identified in the Performance Evaluation Measurement Plan (PEMP) will survey the following organizations:

Deputy Manager of Business

- Office of External Affairs
- Office of Chief Counsel
- Office of Support Services
- Office of Civil Rights
- Chief Financial Officer
- Office of Human Capital Management
- Assistant Manager for Integration and Planning

Deputy Manager of Closure

- Assistant Manager for Closure Projects
- Assistant Manager for Nuclear Material Stability Projects
- Assistant Manager for Waste Disposition Projects
- Office of Safety and Quality Assurance
- Office of Safety, Safeguards and Emergency Services
- Office of Acquisition Management
- Office of Laboratory Oversight

The organizations will be surveyed routinely throughout the performance period to solicit feedback in cross-cutting areas of contractor performance, such as safety, efficient use of trained and qualified human capital, quality, continuous improvement, cost effectiveness, timeliness of deliverables, compliance with contract, etc. Performance will be measured in whole, as well as separately by organizational function.

The organizational survey will be provided routinely to measure and report contractor technical performance (quality of product/service), Cost control, Adherence to schedule, and Business Relations/Management as these relate to the contractor support of the individual and collective DOE organization.

The survey is critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

What follows is a listing of organizations and suggested performance measures that will be subject to survey on a regular periodic basis. The listing represents only a sample of performance measures; customer service is an implicit performance expectation. Both federal and contractor employees will strive to reach mutual expectations and conduct beneficial communications in support of site missions.

Office of External Affairs:

- The Contractor shall provide general planning, management and administrative services for all its public affairs activities and for other organizations as directed by the CO.

Office of Chief Counsel:

- The Contractor shall provide general planning, management and administrative services for all its legal affairs activities and for other organizations as directed by the CO.

Office of Support Services:

- The Contractor shall provide general planning, management and administrative services for all its business activities and for other organizations as directed by the CO.

Office of Civil Rights:

- Maintain essential elements of a Model Equal Employment Opportunity program
- Demonstrate firm commitment to equality of opportunity for all employees and applicants for employment.
- Strive to meet DOE-SR expectations to be model employers in the area of workforce equal employment opportunity and diversity, and provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at the site as specified in applicable state and federal laws and regulations.

Chief Financial Officer:

- Provide timely and accurate submittal of monthly Spend Plans for all major and minor Budget and Reporting (B&R) codes prior to issuance of DOE-SR monthly FinPlan. Submittal shall include all funds control points and should be received by DOE-SR on or before the 15th day of each month.
- Manage overhead (G&A, ESS, Dept. O/H) consistent with DOE-SR's Program Execution Guidance (PEG) letters.
- Provide timely and accurate performance of SRNS internal audits consistent with Approved Audit Plan.
- Provide timely and accurate communications to DOE-SR of emerging budget and financial issues.
- Provide timely and accurate reporting of contractor (SRNS) financial data to DOE corporate financial systems. Monthly submission of Integrated Contractor accounting data is due by noon (local time) on the 2nd business day following the end of the accounting period. Data includes the "Statement of Cash Activity" and the IC Interface.
- Provide timely and accurate response to all scheduled monthly, quarterly and annual financial statement/financial reporting requirements. Requirements will be defined and transmitted to SRNS via DOE accounting schedule maintained by the DOE CFO Finance Division. Ad hoc requirements will be transmitted and scheduled on a case-by-case basis.
- Provide timely and accurate responses as required to support and satisfy DOE IG/KPMG financial statement audit requirements. Requirements will generally be scheduled within known audit schedules; however, requirements may be ad hoc at times.
- Perform self-assessment of selected contractor financial/accounting policies/procedures to update, incorporate best practices, and insure continued compliance with DOE requirements. Or, provide assurance that policies/procedures are current and in compliance.
- Report monthly by the 15th day current and cumulative costing actuals by all major and minor Budget and Reporting (B&R) codes for cost actuals tracking and variance analysis against the Spend Plan. This is a measure of cost planning accuracy to costing actuals. The cost variance metric is to stay within plus or minus 5%.
- In FY10, SRNS will implement total indirect reporting to include G&A, ESS, the various DOH's as well as absence and the Taxes and Plan expenses. Monthly Indirect Briefings will be conducted with the client. SRNS will also implement a Unit billing system to move usage based services out of the overheads and into usage based unit billing to users. Full implementation of the billing system for usage will be accomplished by June 30, 2010. Actual billing for the services will be contingent upon PBS impact and approval of the accounting practice change.

Office of Human Capital Management:

- Effective contractor support for scheduling and communicating federal employee training per OHCM guidance.

Assistant Manager for Closure Projects:

- Technical Performance
  - Continue project field performance, including technology deployment
  - Continue progress towards meeting DOE energy intensity reduction goal
  - Contribute toward achieving all high performance sustainable building goals
  - Continue successful operation of aged equipment and systems
  - Safety metrics (TRC, DART, etc.)
  - Implement effective feedback and improvement (e.g., MFO, BBS, lessons learned, etc.)
  - Submit quality reports/key documents (e.g., ORPS reports, annual and quarterly reports, planning documents, RODs, etc.)
  - Comply with regulatory requirements, permits, inspections
  - Operate and improve various infrastructure systems
- Cost Control
  - Develop and maintain an infrastructure IPL
  - Complete additional tasks through effective cost management practices
  - Perform projects within baseline cost (EVMS)
  - Reduce project cost
- Schedule (timeliness)
  - Complete annual environmental reports on time
  - Provide timely notifications to DOE regarding abnormal field events
  - Conduct prompt, effective, fact finding meetings and thorough investigations
  - Customer support to others
  - Corporate support
  - Perform projects within baseline schedules (EVMS)
- Business Relations/Management
  - Identify and implement effective, auditable corrective actions that correct the deficiency, and track them to closure
  - Maintain regulatory documents

Assistant Manager for Nuclear Material Stability Projects:

- Submit PAV CD-1 on or before schedule
- Complete preliminary design for MTS rack/support structure on or before schedule
- ~~Complete the procurement and receive 10 HFIR racks on or before schedule~~
- Timely delivery of quality engineering & safety documentation
- Support programmatic studies on an as needed basis
- Train, acquire, etc., sufficient critical scientific and engineering resources to provide timely support to the Nuclear Materials mission
- Complete and submit Nuclear Materials System Plan

Assistant Manager for Waste Disposition Projects:

- The Contractor shall manage the Solid Waste Program to safely and effectively prevent and/or minimize the generation of solid waste to include hazardous, low level, transuranic, mixed, and municipal sanitary wastes. The Contractor shall ensure that the handling, treatment, storage, transportation and disposal of existing "legacy" and future solid waste is environmentally sound and in compliance with DOE Directives, and applicable regulations and requirements.
- The Contractor shall manage and integrate site-wide solid waste recycling, treatment, storage, disposal and transportation activities and implement waste minimization/pollution prevention

initiatives. The Contractor shall also provide on-site/off-site waste generators with technical support and verification of compliance with waste acceptance criteria, including Safety Basis and Performance Assessment objectives.

Assistant Manager for Integration and Planning:

Project Management and Project Controls (DOE O 413.1B)
Provide support to federal project management and project controls systems (Earned Value Management System, Risk Management, Baseline and Budget Planning, Environmental Liability) as described below:

Earned Value Management System
- Certification and maintenance of EVMS
- Development and implementation of a robust EVMS surveillance program
- Provide timely and accurate detailed explanation of EVM variances
- Provide timely resolution and/or well developed proposals to improve negative trends or errors
- Institutionalize DOE Order 413 across all projects

Risk Management
- Full integration of Risk Management into the Project Management process
- Assist DOE with the development/integration of the risk management process throughout the site and with other DOE prime contracts
- Improve Risk Management communication process between SRNS and DOE
- Complete integration of SRNS risk process with a single point of contact for technical, estimate, and schedule risks
- Provide risk documentation in a timely manner to support the DOE mission.
- During the risk assessment process make sure that the risk analysis is thoroughly documented (e.g., assumptions, risk impact, basis of calculations, etc.) with input from all stakeholders
- Hold regularly scheduled meetings that involve DOE to discuss and track (monitor) the project risk status

Baseline and Budget Planning
- Be responsive to and actively participate in developing integrated and defensible site wide budgets as requested by DOE
- Provide accurate and timely turnaround of data to develop creditable planning estimates.
- Propose cost effective alternatives to the budget
- Maintain integrated contract performance baseline
- Effectively communicate changes in direct and indirect work scope and rate changes to all Project Management Staff (DOE and SRNS) and how those changes impact the cost and schedule of other site or departmental programs

Environmental Liability
- Timely delivery of actual cost and out year cost estimate and any known changes or adjustments to the cost estimates as requested by DOE
- Provide assistance during the annual headquarters environmental liability audit by being available to discuss the methodology of the cost estimates to the auditors when requested
- Have sufficient documentation to support and defend the cost estimates that are submitted to book the environmental liability in the official DOE accounting system

Site Planning & Real Property (DOE 430.1B)

Provide support to federal program management of site planning & real property as described below:

Site Strategic Planning

- Coordinate strategic planning process for the Savannah River Site (SRS)
- Publish strategic planning documents as identified by federal program management
- Develop and document horizontal and vertical linkage within and between SRS strategic performance measures and metrics
- Support the development of the EM Program Management Plan (PMP).

Real Property Asset Management

- Manage integrated site real property process in accordance to DOE Order 430.1B
- Enhance and deliver Ten Year Site Plan which incorporates an integrated landlord approach to assess real property assets with respect to mission requirements, a 10 year IFI crosscut budget that identifies projects and funding requirements necessary to sustain mission requirements, and designation of facilities according to mission criticality with projections when facilities will become excess and available for disposition.
- Assist federal program management with the integrated real property asset management process

Cost Management

- Assist federal project management with the development of the monthly cost reporting of ECES data into EM ECAS system.

Site Integration and Performance Management

Provide support to federal program management of site integration and performance as described below:

Site Interface Management

- Develop and maintain site interface process, policy and procedures, and communication of the interface process, procedures and issues
- Develop interface agreements and issue resolution metrics

Performance Measurement Development & Tracking

- Develop performance measures aligned with the site strategic plan
- Develop, analyze and report performance metrics that are associated with goals and objectives outlined in management and measurement plans
- Develop and track performance-based incentives
- Develop and provide training to evaluators and staff responsible for administering the program on a daily basis.

Continuous Improvement System

- Supply centralized resources that provide effective support for implementing the CIS and facilitating CI Growth
- Facilitate identification of divisional goals related to Continuous Improvement (CI) Growth, Leadership Commitment to CI, and CI Quality that promote maturity of the CIS
- Develop and report performance metrics associated with implementation of the Continuous Improvement System (CIS)

Business Systems

- Effectively manage project resources to maximizes value and return on investment for project funding
- Implement concurrent process improvements in business processes and systems that assure the modernization project captures best practices, and prevents the automation of an existing ineffective or outdated process

- Identify key personnel required for system operation and maintenance following installation and start-up of new process. Manage project and support staffing to prepare personnel to fill roles identified for system operation and maintenance.

Business Transformation

- Evaluate impacts of proposed project changes on operating costs following project completion. Identify and present opportunities for improvement that reduce future operating costs while improving stakeholder satisfaction.
- Develop BPMP system architecture with provisions for integration of additional business systems that also require modernization and may be established in future business system improvements
- Develop strategies to minimize the degree of customization required for implementation of selected vendor software

Stakeholder Involvement

- Maintain project transparency that provides visibility of project goals, scope changes and key performance metrics for DOE and other stakeholders.
- Establish assessment criteria and performance measures to address stakeholder involvement, reengineering core business functions, and establishing improved business processes.

Office of Safety and Quality Assurance:

- Improve the safety culture at SRS through enhancements in Key site-wide initiatives
- Implement and maintain effective (contactor/ agency) assurance programs
- Advance the SRS position as a leader in Integrated Safety Management throughout the DOE Complex
- Enhance and improve safety performance through various measures and commitments

Office of Safety, Safeguards and Emergency Services:

- Access Authorization Policy outlined in the DOE Personnel Security Manual, 470.4-5 approved August 26, 2005, states that proper justification for the need for an access authorization has to be provided by the sponsoring entity. SRNS will update all clearance justifications for SRR and SRNS employees such that the clearance justifications are current.

Office of Acquisition Management:

- Work with M&O to interface their existing automated property pass system into the DOE-SR personal property program. Establish a mechanism for internal reviews and approval that will ensure the proper authority and need to move property off site. In order to streamline the property pass process and increase efficiency the CAAMT is working with the M&O to adopt their automated property pass system. The system will require process routing modifications and authority recognitions in order to work under the current DOE-SR system.
- Working with Headquarters, DOE-SR can increase efficiency on annual reporting requirements by providing contractor's access to the Federal Automotive Statistical Tool (FAST). Once the contractors are trained and provide password to the system this will prevent duplication of effort and reduce operating error on reporting.
- Measure the extent to which sensitive and high risks personal property subject to physical inventory is located during annual inventory. Inventory data is tabulated either manually or by an automated system and extracted for sensitive and high risk items. The amount that was physically located divided by the amount of formal accountable items subject to physical inventory. Annual Inventories are required of both Federal and contractor entities in order to ensure the accountability and system integrity of the personal property management program. The improper handling of sensitive and high risk items poses a considerable risk to the Department. Inventories of these types of items are conducted annually and require discipline.

- Personal Property Monthly Walk Through Program
- Management of subcontracting and purchasing
- Develop, as required by the clause in Section 1 entitled, DEAR 970.5244-1 "Contractor Purchasing System," procedures for evaluating the ES&H records of companies submitting offers/bids/proposals for performing subcontract work in Government-owned or leased facilities under the contract.
- To improve performance and recognize cost savings, the current Retirement Plan Financial Advisors and Actuarial Services contracts will be competitively bid.
- To improve performance and recognize cost savings, the Long Term Disability plan will be overhauled and the current retiree medical plan for non-incumbents will be developed.
- To improve efficiencies and performance, and recognize cost savings, in addition to transforming the business, a single performance management system will be implemented, better management of recruiting efforts will be achieved and developmental programs will be created. An electronic employee training monitoring system will also be developed.
- Currently craft employees that are assigned to SAA or ARRA divisions are evaluated and scored in accordance with the Craft Performance Evaluation (CPEP). The results of these evaluations are then combined with direct hire forces yielding an overall ranking within each craft. While CPEP has proven to be the best resource to maintain the most diverse work force here at SRS, there is a need to provide separate rankings for direct hire execution versus support of SAA or ARRA, which includes craft functioning in a staff augmentation position.

Office of Laboratory Oversight:

Overall, SRNL is expected to produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; meet customer expectations; and contribute to the overall mission goals of DOE. SRNL is expected to provide effective program vision and leadership; strategic planning and development of initiatives; recruit and retain a quality scientific workforce; and provide outstanding research processes, which improve research productivity and quality while maintaining a safe and healthy work environment. Progress towards the development of SRNL into the Nation's premier applied science laboratory in EM, National and Homeland Security and Energy Security by delivering world-class innovative performance in national defense and homeland security technologies, hydrogen technology and cleanup will be monitored by DOE.

- Specific areas that will be monitored by DOE include:
- Meet environment, safety, and health requirements for SRNL and demonstrate commitment to a world-class safety culture
- Maintain a robust LDRD program
- Expand SRNL's technical portfolio
- Aggressively work actions in the SRNL Strategic Plan, Infrastructure Plan, Separate and Distinct Business Unit Plan and update the plans as needed to maintain their relevancy
- Develop and implement plans to enhance SRNL computational infrastructure
- Make progress towards establishment of a National Center for Applied Separations Science
- Establish a broad-based coalition of university partners to expand the laboratory's capabilities and provide a source of talented scientists and engineers for the future.
- In partnership with DOE, develop funding strategies that aggressively pursue projects to meet the needs identified in the SRNL Infrastructure Plan.
- Establish educational programs at all levels to form a long-term human capital pipeline for SRNL and SRS while advancing the overall skill base for the region.
- Provide agile business systems that can support the required rapid growth of SRNL.
- Provide a comprehensive communications program that will effectively and consistently market SRNL capabilities and ensure appropriate recognition of contributions.
- Work with DOE-SR and contractor organizations to reduce the time required to process WFOs and Interagency Agreements.

- Enhance university relations through increased partnerships, joint appointments, and planned opportunities for more post docs at SRNL.
- Make effective use of the SRNL Advisory Board

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 01.01	9/30/2010	Up to ~~$10,285,000~~ $11,739,780	Provide a monthly report measuring technical, cost, and schedule performance in accordance with contract requirements. The report will include trending data and analysis.

Contract Output: SRNS2010MGT-02

The contractor will comply with terms and conditions of the contract relating to safeguarding information, and comply with security requirements of the contract. This includes oversight of security systems.

Up to ~~4.4%~~ 3.99% of the Comprehensive PBI will be paid for Contract Output 2.

Description/Background/Justification:

1. Graded Security Protection (GSP) Policy (DOE Order 470.3B), approved August 12, 2008, replaces the 2005 Design Basis Threat (DBT). GSP provides the threat parameters and performance metrics for protection of nuclear weapons, components, special nuclear material (SNM) and other Departmental assets. SRNS developed a schedule and resource loaded schedule for implementation of GSP. This schedule was approved by DOE-SR OSSES and DOE-HQ EM. The incentive is applied to the final activities to complete SRS implementation of Graded Security Protection (GSP) policy at K Area Complex (KAC).

2. The REEF Project baseline includes installation of Argus physical security system components in the field necessary for building operations, but does not establish the Argus infrastructure within A-Area. The Argus project was authorized to establish the needed infrastructure to support A-Area including REEF, but funding has not been allocated for this effort in FY10. The subset of the A-Area Argus effort necessary to support security system operations within REEF is estimated to cost $716K including overheads. This primarily consists of the installation of the Argus console at the Central Alarm Station, configuration of Argus host and sub-host computers, associated maps and database work, establishment of the A-Area Argus network, and the start-up and testing of the overall effort.

3. It is the desire of SRNS to significantly improve the SRS site's cyber security posture by continuing a phased implementation of the site's network switches by providing enhanced network admissions capability. Edge NAC switches will be installed in 126 buildings in FY2010.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 02.01	5/31/10	$100,000	Submit final KAC Site Safeguards and Security Plan (SSSP) to DOE-SR OSSES
SRNS2010MGT - 02.02	7/31/10	$200,000	Install and startup the Argus components per the 8/2009 design required to manage the REEF physical security system
SRNS2010MGT - 02.03	9/30/10	Up to $300,000	Fee will be paid as follows: 10% for each group of 25 buildings up to 100 buildings; and 60% for the remaining 26 buildings

Contract Output: SRNS2010MGT-03

The contractor is required to maintain and manage to an accurate multi-year performance baseline, and

provide a systematic project management system which provides cost estimating, scheduling, and risk for establishment and maintenance of an appropriate technical baseline.

Up to ~~5.2%~~ 4.65% of the Comprehensive PBI will be paid for Contract Output 3.

Description/Background/Justification:

The FY10-15 baseline will be continuously enhanced based on internal and external feedback. EVMS reporting will be formalized and routine corporate reviews will be standardized.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 03.01	12/31/09	$500,000	Develop a contractor's EVMS that is in conformance with DOE O 413.3A and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748, Earned Value Management System.
SRNS2010MGT - 03.03	9/30/10	$200,000	Develop an integrated formal process that fully addresses risk management at SRNS.

Contract Output: SRNS2010MGT-04

The contractor will develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing missions of the site. DOE expects the Contractor to produce effective and efficient business and technical management structures, systems, and operations that maintain high levels of safety and quality in accomplishing the work required under this contract.

The contractor will use a disciplined system of management and internal business controls to assure safeguarding of government funds and assets.

Up to ~~8.8%~~ 7.98% of the Comprehensive PBI will be paid for Contract Output 4.

Description/Background/Justification:

Continuous Improvement System

SRNS Process Excellence Department will provide comprehensive approach to define, prioritize, evaluate, and improve processes at SRS. CI is integral to the management strategy which will ensure the longevity and the viability of new missions at SRS. The execution of SRNS's Continuous Improvement Strategy turns an overwhelming collection of possibilities into a positive and actionable approach. A maturing CI culture will create a better place to work, a better use of taxpayer resources, and a more environmentally responsible, safe, secure, and energy efficient site.

Business Management Systems enabling Enterprise Integrated functionality

To support SRNS' site business transformation initiatives along with the multi-contractor environment, including the management service agreements, enhanced financial transparency is needed to support both operations and DOE reporting. The current IT technology and architecture have significant issues, which have been identified in the annual OMB-A-11 risk assessment results the past four years. In addition, there are significant needs for system changes to support the business changes required for the

project execution of the FY10-15 baseline management.

Current software and hardware implementations are not cost effective, have continuing risk of failure, are inflexible, and are not aligned with the Office of Management and Budget (OMB) Federal Enterprise Architecture guidelines. These legacy applications developed over twenty years ago no longer support efficient, business processes compared to today's industry standards To further exacerbate the situation, with the average age of the workforce over 51, technology risks increase when the existing technology experts retire, impacting the ability to sustain operations over the near future. Current systems require substantial resources to accommodate delivery of real time data in support of project schedule, financial budget and forecast decision making.

SRNS has planned a phased approach during FY10 and FY11 for these systems to include a path forward that will maximize risk reduction and cost savings. SRNS will analyze Business Systems for replacement to include Financial Management, Procurement/ Supply Chain, and Project Controls systems. DOE Records Management requirements will be integrated into new systems to mitigate risk from a functional and Vital Records perspective. SRNS has included this scope along with productivity improvements in the FY10 execution rates. The achievement of business driven productivity improvements supported by new technologies will be planned and executed where a positive return on investment can be demonstrated. SRNS will proceed in alignment with SRS Strategic Vision in support of the business mission, goals, and objectives. SRNS will include business stakeholders, organizations and processes. SRNS will reengineer core business functions to enhance strategic, supportable, and integrated business-enabling solutions.

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010MGT - 04.01	9/30/10	Up to $200,000	Implement formal continuous improvement program.
SRNS2010MGT - 04.02	9/30/10	$1,000,000	Attain **System Design** Stage Exit business system upgrade project

Contract Output: SRNS2010MGT -05

Develop and implement a scope based planning approach for budgeting of SRNS overhead and indirect cost programs.

Up to ~~4.4%~~ 3.99% of the Comprehensive PBI will be paid for Contract Output 5.

Description/Background/Justification:

Improve the development of budget and planning estimates for the SRNS overhead/indirect programs.

During FY09, the Environmental Management program office commissioned a review of the SRNS overhead/indirect cost programs. The review resulted in several observations/recommendations relative to the planning, budgeting, and management of the SRNS overhead/indirect programs. Most notably, the team identified concern with the level of effort approach to developing budget/planning estimates, the use of unconstrained funding assumptions, lack of standardized methodology across overhead/indirect organizations, and lack of consistency/correlation with changes in the estimated direct work load.

Develop an overhead/indirect program budgeting and planning approach where cost estimates are developed using an activity based cost approach. Insure that cost estimates are developed consistently across all overhead/indirect organizations/pools. Insure that overhead/indirect programs are right-sized and cost estimates are developed consistent with and validated against planned contractual funding levels and expected future site direct workload requirements. Identify any resulting overhead/indirect funding shortfall and impact on program execution.

Number	Exact date, periodicity, frequency	Percent Fee	Completion Criteria
SRNS2010MGT - 05.01	5/31/10	$300,000	Develop, document, and deliver an overhead/indirect budget and planning process to DOE-SR
SRNS2010MGT - 05.02	7/31/10	$300,000	Implement the revised budget and planning process

Contract Output: SRNS2010MGT -06

Provide general planning, management and administrative services for all its activities and for other organizations as directed by the CO, including Real and personal property management.

Up to ~~1.5%~~ 1.33% of the Comprehensive PBI will be paid for Contract Output 6.

Description/Background/Justification:

As part of continual improvement of the Real Property Asset Management program, complete condition assessments on at least 20 percent of the SRNS mission critical structures by the end of fiscal year 2010. By the end of fiscal year 2010, have a condition assessment program in place to complete remaining SRNS FIMs facilities within five years.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010MGT - 06.01	9/30/10	$200,000	Complete condition assessments on at least 20% of the SRNS mission critical structures (identified as of 10-1-2009). This is part of a phased approach to perform condition assessments on all SRNS FIMs structures within 5 years.

Acceptance Criteria

SRNS2010MGT - 01.01	Contractor monthly report measuring technical, cost, and schedule performance in accordance with contract requirements. The report will include identification of issues related to the above measurements, root cause analysis of those issues, corrective actions planned to remedy the issues, trending data and analysis.
SRNS2010MGT - 02.01	SRNS will provide the final KAC SSSP to DOE-SR
SRNS2010MGT - 02.02	SRNS will provide a copy of the Argus REEF acceptance test to DOE-SR
SRNS2010MGT - 02.03	SRNS will provide documentation of switch function testing.
SRNS2010MGT - 03.01	Validation of compliance with DOE O 413.3A and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748, Earned Value Management System.
SRNS2010MGT -03.03	1. Provide a revised Procedure: 2.62, Rev. 10 Project Risk and Opportunity Analysis from Manual E11 Conduct of Project Management and Control that addresses in detail the integration into the baseline of technical, programmatic, cost and schedule contingency. 2. Provide Risk Management Plans per DOE G 4.13.3-7 Risk Management Guide as required to support the revised Risk Management Process. 3. Provide a backup (validation) report and an integrated schedule that has both schedule and cost contingency incorporated. 4. Report important risk and opportunities through the SRNS Risk Program to DOE. a.) Provide on a monthly basis a list of risk and opportunities on the "watch list." b.) Provide summary report of Quarterly Meetings (e.g., PowerPoint presentations and meeting minutes). 5. Provide a flow chart/organizational chart that shows a single organization (group) has overall responsibility for risk management.
SRNS2010MGT - 04.01	1. Divisional Continuous Improvement Experts (DCIE) Mentoring Model Established 2. DCIEs Deployed 3. Performance Dashboard for Key Business Metrics Created 4. Continuous Improvement (CI) Equipping IPT Established 5. CI Project Tracking System Implemented 6. Continuous Improvement Agents (CIA) Training Curriculum Established 7. CIAs Identified and Deployed 8. CI Web Portal Containing Tools, Methods, and Resources for all CI Roles 9. Cost Savings Validation Process Established and Implemented 10. Financial validation and categorization of savings resulting from CI projects 11. Baseline changes incorporated as required 12. Contract implications coordinated through Contracting Officers 13. FY10 Annual CI Assessment 14. Complete Reintegration of 1st wave of DCIEs

SRNS2010MGT - 04.02

1. Conceptual Design Report has been completed and delivered to DOE for review
2. Complete Acquisition Strategy- Review acquisition strategy to ensure it includes necessary requirements analysis, alternative analysis, and procurement and contract plans. Ensure there is sufficient information to make management decisions and evaluate vendor proposals.
3. Ensure the full scope of the project has been adequately described in the Exhibit 300 Business Case and the High-level requirements meet the business need.
4. Ensure requirements account for DOE Records Management Specifications
5. A recommend solution has been selected from a range of alternatives. In accordance with DOE 413.3-14 Guidance.
6. Approval of Cost, Schedule, and Performance Baselines from DOE

a. Scope – WBS contains all project scope defined to levels sufficient to support detailed cost and schedule estimates.
b. Cost – Total Project Cost (TPC) established with 80-90 percent confidence of achieving cost baseline.
c. Schedule – Project completion date established with 80-90 percent confidence of achieving baseline completion date.
d. Design – Approximately 25- 30 percent of the total project design complete (with clear understanding of actions needed to complete final design).
e. Documentation – All baseline documentation should be complete and included in PEP.

7. Complete Functional Design Document template, submit for DOE Review
8. Complete System Design Document template , submit for DOE Review
9. Submit formal review of the System Design and supporting documentation for DOE Review
10. Provide all **applicable documentation** to validate System Design Phase completion.

Applicable Documentation Defined:

a. Requirements Traceability Matrix (Draft and Expanded)
b. Continuity of Operations Statement Plan
c. Data Dictionary (Draft and Expanded)
d. Requirements Specification
e. Acceptance Test Plan (Draft)
f. Project Plan (revised as applicable for each stage of Software Engineering Methodology/Software Development Life Cycle)
g. Structured Walkthroughs
h. Meet all conditions for Requirements Definition Stage Exit
i. Logical Model
j. Functional Design Document
k. Complete Functional Design In-Stage Assessment
l. Meet all conditions for Functional Design Stage Exit
m. Physical Model
n. Integration Test Plan
o. System Test Plan
p. Conversion Plan
q. System Design Document
r. Program Specifications
s. Programming Standards
t. Complete System Design In-Stage Assessment
u. Meet all conditions for System Design Stage Exit

SRNS2010MGT - 05.01

DOE receipt and acceptance of the revised overhead/indirect budget and planning process.

SRNS2010MGT - 05.02	Demonstrate implementation of the revised overhead/indirect budget and planning process.
SRNS2010MGT - 06.01	1. Evidence of Periodic Customer Reviews (e.g. meeting minutes, rosters, etc.) 2. SRS Condition Assessment Personnel Training Guide 3. List of qualified CAS Inspectors 4. Condition Assessment Survey Process Desktop Guide 5. List of sixty (60) Completed Inspections by Structure Number representing at least 20 percent of SRNS Mission Critical structures identified in the DOE Facility Information Management System (FIMS) as of 10/1/2009. This list shall include: a. Name of Lead Inspector b. Inspection Completion Date c. Name of Inspection Validator (CAIS Administrator or designee). 6. Supporting Inspection Reports present in the DOE CAIS database OR on hard copy Inspection Packages 7. Condition Assessment Program (documented approach for inspecting SRNS structures) 8. Proposed schedule listing the buildings to be inspected each year for the following four years to complete the five year cycle

Performance Fee Agreement

PBI Number: SRNS2010SI

Activity Name: Site Infrastructure

WBS Number: 1.29.01.04.02, 1.29.01.05.06.01, 1.29.01.05.06.02, 88.35.01.01.01.01, 88.35.05.01.01.04.04

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: ~~$1,000,000.00~~ $1,500,000

Revision Number: 1

Senior level manager name:
Karen Guevara

Senior level supervisor/division manager name:
Ben Gould

Performance Outcome:

The Contractor shall pursue site infrastructure re-investment projects and support the biomass projects to achieve mission goals and ensure a safe and secure workplace for all SRS personnel. In addition, power house repairs and upgrades will be completed to ensure uninterrupted service for the power customers.

Contract Output: SRNS2010SI-01

Biomass Project Support. Meet all SRNS agreed upon scheduled milestones, activities and reviews to ensure successful construction and startup of the Biomass Cogeneration Facility and the K and L Area Heating Plants.

Description/Background/Justification:

The purpose of the new Biomass Cogeneration Facility and Heating Plants is to provide reliable steam while maximizing the use of a renewable energy source. The impacts associated with not successfully constructing and starting up these new facilities in a timely manner risk: (1) the inability to provide reliable steam to facilities such as the Tank Farms, DWPF, and K and L Areas, (2) not meeting target dates for deactivation of the 484-D powerhouse, and (3) additional delays in achievement of renewable energy goals outlined in current federal legislation. Site Infrastructure will be utilized as a technical agency to provide operational, technical, and logistical input on matters associated with the

multitude of utility services, interfaces, and impediments to help ensure successful execution of the project.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-01.01A	9/30/2010	$100,000	Facilitate onsite permit development and approval process
SRNS2010SI-01.01B	9/30/2010	$400,000	Provide infrastructure liaison support (SME, CTM, etc.) that facilitates Ameresco's schedule by identifying, eliminating or mitigating impediments and facilitating GFSI
SRNS2010SI-01.01C	9/30/2010	$400,000	Complete all scheduled infrastructure tie-ins/modifications per agreed to schedule
SRNS2010SI-01.01D	9/30/2010	$100,000	Document reviews requested by DOE will be completed within agreed upon timeframe

Contract Output: SRNS2010SI-02

Site Infrastructure Re-Investment. This output uses a Super Stretch incentive to build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure and safe and secure workplace for all SRS personnel.

NOTE: The Performance Evaluation Measurement Plan (PEMP) defines Super Stretch as: A Super Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Description/Background/Justification:

The infrastructure mission is to efficiently configure and optimize SRS infrastructure to meet the 21st century stewardship programs. Although SRS is gaining new missions, the infrastructure is approaching 60 years old. In addition, over the past 10 years, funding for infrastructure repairs/replacements has declined considerably as budget pressures increased and funds were needed to support direct mission activities. New and existing missions can only be performed safely and efficiently with a reliable infrastructure in place. The Contractor will re-invest in Site Infrastructure through the implementation of upgrades as identified in the approved Infrastructure Mission Alignment Plans. The upgrades will include projects from the FY10 Infrastructure Systems List which are currently identified in the SRS FY10-FY15 baseline and emergent work that is performed relative to the improvement of the site infrastructure.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-02.01	Each	Up to 20% of estimated cost	Fee shall be awarded for each infrastructure project completed above the FY 10 funded infrastructure scope of work. These projects will be documented in a DOE letter of technical direction. For each completed project, fee will be awarded up to 20% of the estimated direct cost of the work.

Contract Output: SRNS2010SI-03

D Area Powerhouse Reliability:

This scope will facilitate the continued, uninterrupted operation of the D-Area powerhouse by providing equipment upgrades, rebuilding and refurbishments, and replacements. It also provides a plan for the manpower and IT support necessary to manage and perform these tasks.

Description/Background/Justification:

The D-Area 484-D Powerhouse serves SRS facilities by exporting both steam and electrical power, thereby providing benefit to the entire site. The powerhouse currently contains four coal-fired boilers, seven turbine generators, and support systems / equipment. Mission-critical steam is exported to: H Canyon, F&H Tank Farms, Tritium, DWPF and F&H Analytical Laboratory. Additionally, electrical power is generated at 484-D and exported to the Site 115KV grid for sitewide use, thereby offsetting the requirement to purchase electricity.

This powerhouse has been in operation since the early 1950s, and a need for the facility beyond 2005 was not anticipated as a result of a planned replacement powerhouse. Based on this plan, a patch / corrective maintenance strategy with little or no preventive maintenance was employed by SCE&G during the ten years the powerhouse was under their jurisdiction (1995 to 2005). The replacement powerhouse has since been delayed until FY2012, and therefore, the D-Area 484-D powerhouse must continue to meet the site missions until this new powerhouse is constructed and operational. Due to the age of the equipment and this maintenance strategy, the reliability of the powerhouse has become degraded to the point of failure. Continued operation of the power house is mission critical. The risk of failure results not only in shut down of nuclear material stabilization, waste processing, and national laboratory operations, but also the need to purchase additional power from SCE&G as well as incur additional fees (ratchet penalty for over usage).

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SI-03.01	8/31/10	$300,000	Fee shall be awarded upon the successful completion of the following Power House work scope, as detailed in specific work packages: 1. Chemical Tanker Unloading Station (design and construct a new chemical tanker unloading station for D Area) 2. Service Water piping replacement (incrementally replace suspect sections of piping based on known deficiencies and water flow problems) 3. D3 Boiler Tube replacements (replace 91 tubes on the west wall, and partially replace 19 wall tubes that have less than minimal wall thickness) 4. D3 Boiler Air Pre-heater Tube replacement (replace damaged sections of tubes in the lower bank of the boiler air preheater section)
SRNS2010SI-03.02	9/30/10	$200,000	Fee shall be awarded upon the successful completion of the following Power House work scope, as detailed in specific work packages: 1. Establish remote operation of the Ash Handling System control panel (move operational controls to the control room) 2. Precipitator Hoppers repairs (repair / replace plate metal if less than 50% remaining thickness) 3. D Area Administrative upgrades (replace HVAC for control room and upgrades for IT infrastructure) 4. 484-D Environmental Sump line replacement (Install new carbon steel pipe from the sump pumps to the south side of the asphalt road out side of the 484-D fence. The remaining discharge line will be converted to HDPE pipe. See detailed work package.)

Acceptance Criteria

SRNS2010SI-01.01A	DOE-SR will review SRNS document log of completed permit documentation activities
SRNS2010SI-01.01B	DOE-SR will review SRNS document log of reviewed impediments that have been identified and overcome, including documentation of specific mitigation activities
SRNS2010SI-01.01C	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure tie-ins/modifications
SRNS2010SI-01.01D	DOE-SR will review SRNS document log of completed document reviews, including resulting feedback/recommendations/assistance
SRNS2010SI-02.01	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; additionally, the contractor shall provide documentation of cost estimating with analysis, and cost avoidance/savings scenarios identifying benefit to the government.
SRNS2010SI-03.01	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.
SRNS2010SI-03.02	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure project and/or completed work packages; in addition, the contractor will provide before and after pictures for validation documentation.

Performance Fee Agreement

PBI Number: SRNS2010NMS

Activity Name: Nuclear Materials Storage and Disposition

WBS Number: 1.29.20.01.01.02,1.29.20.01.03.02,1.29.20.02.01.01, 1.29.08.01.01

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $10,000,000.00

Revision Number: 3

Senior level manager name:
Patrick McGuire

Senior level supervisor/division manager name:
Brenda Mills

Performance Outcome:

Receive, store, disposition and ship nuclear materials in a safe, secure, and stable form with the objective of reducing risk in DOE complex-wide facilities, foreign and domestic research facilities through non-proliferation, consolidation (plutonium [Pu], uranium [U], spent nuclear fuel [SNF]), stabilization and surveillance of nuclear materials.

Contract Output: SRNS2010NMS-01

Receive, store, characterize, and disposition surplus uranium materials and SNF.

Description/Background/Justification:

The Enriched Uranium Disposition (EUD) project is responsible for receiving, dissolving, processing, and blending the highly enriched uranium (HEU) metals, oxides, and SNF down to low enriched uranium (LEU). A significant amount of HEU processing and preparations for SNF processing will need to occur in FY10 in order to disposition 26 metric tons (MT) of heavy metal by 2019.

Up to 67% of the allocated PBI fee will be paid for Contract Output 1 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -01.01			Begin dissolving irradiated spent nuclear fuel (SNF)**:**

SRNS2010NMS -01.01A	9/30/10	$1,000,000	Complete L-Area preparations to ship SNF from L- Area to H-Canyon based upon a DOE letter of technical direction.
SRNS2010NMS -01.01B	9/30/10	$4,000,000	Complete the following H Canyon preparations to receive and charge SNF based upon mutually agreed on scope of work. 1. Upgrade/Modify Analytical Lab for SNF & Declare Readiness ($150,000) 2. Perform Design for H-Canyon SNF Processing Modifications ($100,000) 3. Install Modifications for H-Canyon SNF Processing ($1,000,000) 4. Install Tunnel and Airlock Improvements ($195,000) 5. Revise and Approve Security and MC&A Documents ($200,000) 6. Revise and Approve Procedures Based on SNF and 3009 DSA Changes ($905,000) 7. Complete Training for SNF and 3009 DSA ($950,000) 8. Complete RA and all Pre-start Items ($100,000) 9. Charge first SNF material to H Canyon Dissolver. ($400,000)
SRNS2010NMS -01.02	9/30/10	Up to $1,500,000	Complete charging to the dissolver the balance/remainder of highly enriched uranium (HEU). The material to be processed will be documented in a DOE letter of technical direction. Fee is prorated for each kg charged to the dissolver; invoiced quarterly.
SRNS2010NMS-01.03	9/30/10	Up to ~~$200,000~~ $280,000	For LEU trailers number 11 through number ~~20~~ 24 shipped in FY10, $20,000 fee will be paid; invoiced quarterly.

Contract Output: SRNS2010NMS-02

Receive, store, characterize, and disposition surplus plutonium materials.

Description/Background/Justification:

H Area facilities is scheduled to process surplus plutonium materials and transfer the plutonium solution to the Defense Waste Processing Facility for disposition. Plutonium oxide removed from 3013 container is repackaged and temporarily stored in K-Area until it is shipped to H Area facilities for processing. H Area facilities will also process other surplus plutonium materials.

Up to 23% of the allocated PBI fee will be paid for Contract Output 2 as follows:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010NMS-02.01			Disposition Pu:
SRNS2010NMS-02.01A	9/30/10	Up to $450,000	The first 65kgs charged to H Area facilities dissolver; $6,923 fee for each kg charged to the dissolver; invoiced quarterly.
SRNS2010NMS-02.01B	9/30/10	Up to ~~$220,000~~ $198,000	An additional ~~30~~ 27 kgs charged to H Area facilities dissolver(s); $7,333 fee for each kg charged to the dissolver; invoiced quarterly.
SRNS2010NMS-02.01C	9/30/10	Up to $55,000	Prepare 235-F Deactivation "Mission Need" Package.
SRNS2010NMS-02.01D	9/30/10	Up to ~~$275,000~~ $342,000	Implement Pu Processing improvements including: 1. Fabricate/test jumpers (4) for conversion of Tank 11.5 to a Pu Receipt Tank. ($55,000) 2. Perform spray nozzle testing to support increase of eductor ratio (by minimum of 2x) for Pu transfers from HBL Product Hold Tanks to H-Canyon. ($20,000) 3. Fabricate/test jumpers (6) for Tanks 16.1 and 15.3. ($55,000) 4. Technology development for increased Pu throughput. ($145,000) 5. Disposition H Canyon Pu solution to DWPF Sludge Batch. (at $800 per kg - up to $32,000) 6. Complete the analytical work to develop proposed Criticality Safety Limits (CSLs) for EU/Pu dissolving and complete the criticality CHAP tables associated with

			receipt and dissolving of EU/Pu material. ($35,000)
SRNS2010NMS -02.02			Receive and disposition Hanford Low Activity (LAP) materials
SRNS2010NMS -02.02A	11/30/09	$500,000	Complete readiness to receive LAP material in H-Area
SRNS2010NMS -02.02B	9/30/10	~~$500,000~~ $375,000	Complete charging LAP material. $41,666 fee for each drum content charged to the dissolver; invoiced quarterly.
SRNS2010NMS -02.03			K-Area Purification Area Vault (PAV)
SRNS2010NMS -02.03A	9/30/10	$300,000	Submit CD2B &3B in accordance with DOE 413.3A Chg. 1 requirements.

Contract Output: SRNS2010NMS-03

Execute the 9975/3013 Surveillance Program.

Description/Background/Justification:

The SRS 9975/3013 surveillance program includes the K-Area Interim Surveillance (KIS) process and provides the capability to perform non-destructive evaluations (NDE) and destructive evaluations (DE) capabilities of 9975/3013 containers. The NDEs and DEs provide objective evidence that Pu can be safely stored in accordance with DOE standards.

Up to 5% of the allocated PBI fee will be paid for Contract Output 3 as follows:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010NMS -03.01	9/30/10	4 groups of 10 surv., and 1 group of 12 surv. @ $100,000 Up to $500,000 for 52 surv.	Complete 18 DE surveillances and 34 NDE surveillances. 1% of fee {up to 5% of PBI fee} for each of the first four groups of 10 surveillances completed, and a final group of 12 surveillances (52 total surveillances are planned for FY10).

Contract Output: SRNS2010NMS-04

Receive and store Foreign and Domestic Research Reactor SNF.

Description/Background/Justification:

The Savannah River Site (SRS) L-Area Complex (LAC) receives and stores spent nuclear fuel in L Basin in support of the Department's non-proliferation mission. In addition to the fuel already stored onsite, the Sent Fuel Program will receive SNF from foreign and domestic reactors. SRNS will support the receipt of spent nuclear fuel per the Receipt and Unloading Schedule Agreement signed by SRNS and DOE. See Attachment E, Receipt and Unloading Schedule Agreement.

Up to 5%of the allocated PBI fee will be paid for Contract Output 4 as follows:

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -04.01	Quarterly	Up to $125,000 (quarterly); Up to $500,000 (annually)	Safely and securely receive and unload FRR and DRR fuel with up to 1.25% fee to be paid every quarter (up to 5% annual) that the mutually agreed upon receipt and handling schedule agreement is met for delivery or unloading is completed during the quarter.

Contract Output: SRNS2010NMS -05

Facility life extension: This will be a Super Stretch incentive.

NOTE: The Performance Evaluation Measurement Plan (PEMP) defines Super Stretch as: A Super-Stretch incentive motivates the contractor to significantly accelerate and accomplish more work than that incentivized by "Stretch" incentives. When the work is identified and authorized, it will be tied to an appropriate fee that is entirely funded from the savings to be realized from the contractor's achieved cost efficiencies in the performance of the funded work. The authorization to perform "Super-stretch" work is controlled by a Change Control Board to ensure that critical work is performed utilizing fund savings and resources prior to undertaking the Super-stretch Performance Fee Agreements. The fee associated with a Super-stretch Performance Fee Agreement is not included in the total available fee pool and is additive to it. Because the work and fee are entirely funded by Contractor identified savings, the fee amount established for a Super-stretch Performance Fee Agreement is generally higher than for a Base or Stretch Performance Fee Agreement. Super-stretch incentives require a cost model to demonstrate savings.

Description/Background/Justification:

Continuing operations increases the risk that an unplanned failure of a system, structure or component (SSC) that support nuclear material operations. Many SSCs are old and are very expensive to replace and flat funding for infrastructure upgrades has limited the amount of spares that can be kept in inventory.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010NMS -05.01	Each	Up to 20% of estimated cost	Fee shall be awarded for each system, structure or component (SSC)

replaced/upgraded above the FY10 baseline scope of work. These SSCs and estimated cost will be documented in a DOE letter of technical direction. For each SSC completed, fee will be awarded up to 20% of the estimated direct cost of the work.

Acceptance Criteria

SRNS2010NMS -01.01A	Verify L-Area Authorization Agreement for SNF shipments to H-Area is approved prior to September 30, 2010.
SRNS2010NMS -01.01B	Validate completed work scopes as follows: 1) Assess FSA (or startup review as documented in the SNR) 2) Review design package(s), 3) Review completed work package(s), 4) Review completed work package(s), 5) Review revised approved Security and MC&A documents, 6) Review revised and approved procedures, 7) Review Qualification Records and assess selected Oral Boards and/or Written Exams as appropriate, 8) Assess Contractor RA (or startup review as documented in SNR) and 9) Review charging log.
SRNS2010NMS -01.02	Physical inspection of charging log.
SRNS2010NMS -01.03	Review MC&A form 741 (transfer documents) for each LEU trailer.
SRNS2010NMS -02.01A	Physical inspection of dissolver log.
SRNS2010NMS -02.01B	Physical inspection of dissolver log.
SRNS2010NMS -02.01C	Review completed package(s) approved by NMO that includes as a minimum: mission need statement, project scope, planning budget estimate, customer expectations, initial risk analysis and project estimate.
SRNS2010NMS -02.01D	(1) Review completed work package(s), (2) Witness spray nozzle demonstration, (3) Review completed work package(s), (4) Breakout of technology developments: (a) Witness Operation of Demonstration Model for Vacuum Salt Distillation [Fee = $44.6K], (b) Review Technical Report for Peroxide Fusion Experiments [Fee = $39.2K], (c) Review Conceptual Strategy for Limited Phase I DCS [Fee = $25.1K], (d) Review Conceptual Strategy for Southline SOW [Fee = $17.6K] and (e) Review VA for HBL/H-Canyon Rollup [Fee = $18.5K], (5) Provide appropriate procedure and/or log reflecting Pu transfer to DWPF Feed Tank (i.e. Tank 51), (6) For the proposed Criticality Safety Limits (CSLs), verify that KENO VI runs demonstrate k-eff values are less than k-safe, and verify criticality CHAP tables completed for EU/Pu receipt and dissolution in accordance with SCD-3 (Nuclear Criticality Safety Program Manual) and SCD-11 (CHAP Methodology Manual).
SRNS2010NMS	Ascertain contractor readiness for LAP receipt through DOE oversight

-02.02A	and document reviews.
SRNS2010NMS -02.02B	Physical inspection of dissolver log.
SRNS2010NMS -02.03A	Submittal of CDs to DOE-SR
SRNS2010NMS -03.01	Completion includes validation operations log of DE and NDE completed and validation of Surveillance Program Authority (SPA) Data Set 1 parameters for the DE samples.
SRNS2010NMS -04.01	Validation of Cask Data Sheets for casks received and unloaded against the Receipt and Unloading Schedule Agreement.
SRNS2010NMS -05.01	Physical walk down of installed, of SSC and / or evaluation of work completed packages; additionally, the contractor shall provide documentation of cost estimating with analysis, and cost avoidance/savings scenarios identifying benefit to the government.

Performance Fee Agreement

PBI Number: SRNS2010SRNL

Activity Name: Savannah River National Laboratory (SRNL)

WBS Number: Multiple

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: ~~$3,500,000~~ $3,215,000

Revision Number: 1

Senior level manager name:
Karen Hooker

Senior level supervisor/division manager name:
Patrick Jackson

Performance Outcome:

SRNL's three-fold mission is to enable the success of SRS and the Office of Environmental Management (EM) operations and projects, to provide technical leadership for future site missions, and to utilize its technical expertise to provide vital national and regional support in achieving the broader goals of DOE and the federal government. The vision for SRNL is to be the nation's premier applied science laboratory in Environmental Management, National & Homeland Security, and Energy Security. A primary goal is to position SRNL into a financially sustaining, distinct business unit.

Contract Output: SRNS2010SRNL -01

Book new revenue (Total Project Cost) of at least $60M in FY 2010. (Site M&O and LW work scope performed by SRNL will not be included)

Up to ~~40~~ 43.5% of the allocated PBI fee will be paid for Contract Output 1

Description/Background/Justification:

In order to make progress towards become a financially sustaining entity and to stimulate growth, SRNL must increase its funding. SRNL is expected to increase their effectiveness as EM's Corporate Laboratory across the EM complex. As a National Laboratory, SRNL is also expected to use their technical expertise to provide vital regional and national support in promoting the broad goals of the Department and the Federal Government. SRNL is expected to increase its revenue in the areas of Environmental Management, National and Homeland Security, and Energy Security as well as new emerging areas in R&D.

Number	Exact date, periodicity, frequency	Fee	Completion Criteria
SRNS2010SRNL -01.01	9/30/2010	Up to: $900,000	The contractor shall provide quarterly summary reports demonstrating revenue. Fee for this completion criteria is based on the range below: • New Booked Revenue of at least $60M (55%) • New Booked Revenue of at least $63M (70%) • New Booked Revenue of at least $66M (85%) • New Booked Revenue of at least $70M (100%)
SRNS2010SRNL -01.02	9/30/2010	$500,000	The contractor shall provide objective evidence demonstrating satisfactory completion of quality products and provision of services (such as flow sheets, technology development and deployment) to reduce the technical risks of EM operations and projects.

Contract Output: SRNS2010SRNL -02

Position SRNL to be a distinct business unit and increase laboratory activities to stimulate growth of the Laboratory.

Up to ~~30~~ 32.7% of the allocated PBI fee will be paid for Contract Output 2.

Description/Background/Justification:

Growth will support SRNL evolution to a sustainable, stand-alone business unit. The Contractor shall operate SRNL as a defined work activity within the overall contract structure so that it will be positioned to be responsive to future DOE requirements. The defined work activity shall include, but not be limited to, budget, real estate, personnel resources, quality assurance, engineering, radiological control and program controls necessary to conduct research and development, technology transfer, operations, and maintenance. The Action Plan had a number of actions that are included in the Completion Criteria below. SRNL shall become the premier applied science laboratory in areas of Environmental Management, National and Homeland Security, and Energy Security by delivering world class innovative performance. A Strategic Plan and Action Plan were developed to plan and implement growth for SRNL and delivered to DOE-SR in July, 2009 as an FY09 PBI.

Number	Exact date,	Fee	Completion Criteria

	periodicity, frequency		
SRNS2010SRNL -02.01	9/30/2010	$420,000	Accelerate Phase 2 of the Separate and Distinct Business Plan by completing seven make vs. buy analyses from list of ten in Attachment 1 and show physical progress by reversing matrix organization alignment
SRNS2010SRNL -02.02	9/30/2010	$315,000	Complete all FY 2010 milestones identified in the Integrated Action Plan (Attachment 2)
SRNS2010SRNL -02.03	9/30/2010	$315,000	Complete the following FY 2011 milestones identified in the Integrated Action Plan • Plan for Joint Appointments • Plan to facilitate appropriate interactions with foreign nationals and benchmark National Laboratory practices for interfacing with foreign nationals

Contract Output: SRNS2010SRNL -03

Enhanced SRNL Infrastructure and Facility Safety

Up to ~~30~~ 23.8% of the allocated PBI fee will be paid for Contract Output 3.

Description/Background/Justification:

Number	**Exact date, periodicity, frequency**	**Fee**	**Completion Criteria**
SRNS2010SRNL -03.01	9/30/2010	Up to $240,000	Build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure a safe and secure workplace. Fee for this completion criteria is based on the range below: a. Replace 735-A, C Wing (new section) and D Wing Roofs and D160 HVAC ($105K) b. Replace RREX-FAN-ER Regulated Exhaust Fan and install new glovebox and hood (773-A/B150) ($15K) c. Complete annual DSA update and TSR to incorporate interim guidance and REEF operation. Complete DSA update and TSR to close out flash spray JCO by 6/30/10 ($60K) d. Develop IGPP process and formally submit to DOE-SR for approval for implementation at SRS ($51K) e. Seal exterior walls of E-Wing 773-A ($9K) (Note: ventilation and elevator repairs were not funded for FY10 and may be moving to ARRA scope)

SRNS2010SRNL-03.02	9/30/2010	$175,000	Secure for SRNL use an additional 7,000 sq ft of office and/or laboratory space suitable to support additional business scope
SRNS2010SRNL-03.03	9/30/2010	$350,000	In preparation for an FY2012 project start, complete the following documents for a proposed capital project as identified in the SRNL Infrastructure Plan (July 2009): a. Statement of Mission Need b. Estimate and Budgets for Pre-Conceptual Design c. Systems Engineering Study of the High-Level Functions and Requirements d. Technical Task Request e. Pre-Conceptual Design Schedule and Range of Assumptions f. Preliminary Risk and Opportunity Analysis

Acceptance Criteria

SRNS2010SRNL-01.01	Review and evaluate all work authorization documentation quarterly with SR CFO Organization. Work authorized by DOE Contracting Officer and funds obligated to the contract.
SRNS2010SRNL-02.01	Review and evaluation of all completed documents supporting milestone completion
SRNS2010SRNL-02.02	Physical validation of completion and document in SIMTAS
SRNS2010SRNL-02.03	Review and evaluation of all completed documents supporting milestone completion
SRNS2010SRNL-03.01	DOE-SR review of Final Acceptance Inspection
SRNS2010SRNL-03.02	Review and evaluation of documents verifying additional SRNL-secured office and/or laboratory space suitable to support additional business scope
SRNS2010SRNL-03.03	Review and evaluation of submitted documents to support line item project

ATTACHMENT 1:

1. Computing Infrastructure
    a. PC/Help Desk/Network
    b. Main Frame/UNIX
    c. Programming Support
2. Infrastructure O&M
    a. Specialty Test and Repair
    b. Diesel/Breaker Maintenance
    c. Rigging/Load Inspections
    d. Design/Construction Services
    e. Specialty Services
3. Transportation and Trucking
    a. Waste hauling/Heavy Equipment
    b. PECMC/General Transportation
4. Site General Services
    a. Procurement
    b. Asset Management
    c. Facility Specific Training
    d. Food/Janitorial/Laundry
5. Safeguards and Security
    a. Material Control and Accountability
6. Environmental Services
    a. Regulatory Compliance
    b. Waste Management
    c. NEPA/NPDES
    d. Environmental Monitoring
    e. Air Quality
7. Management & Business Services
    a. Financial
    b. Planning and Estimating
    c. Legal
    d. Contracts/Subcontracts
    e. Human Capital
    f. Public Relations
    g. Records Management
    h. Publications
    i. Site Policies and Procedures
    j. Oversight
8. Safety & Health
    a. Site Safety/IH
    b. Industrial Hygiene
    c. Respiratory Protection
9. Radiological Protection
    a. Regulatory Technology
    b. Training/Field Support
10. Engineering Services
    a. Design Engineering
    b. Policies/Procedures
    c. Safety/Criticality
    d. Geotechnical Services
    e. Fire Protection Services
    f. Systems Engineering
    g. Process Hazards

ATTACHMENT 2:

Detailed completion criteria for Contract Output 2 from the Integrated Action Plan

Actions to be completed by 12/31/2009:
1. NRC Business Plan for technical support.
2. Complete Modular Secure Facility.
3. Plan for benchmarking technology transfer.
4. Start metrics reporting for technology transfer.
5. Establish SRNL visual branding.
6. Start metrics reporting for University relations.
7. Start metrics reporting for Research Recruiting.

Actions to be completed by 3/31/2010:
1. Develop proposal to establish an integrating/coordinating role for EM Performance Assessments.
2. SRNL Human Capital Plan.
3. 5 Year High Performance Computing Strategic Plan.

Actions to be completed by 6/30/2010:
1. CRADA Process Improvement Plan.
2. Update Deferred Maintenance List.

Action to be field work complete by 7/31/2010 (does not include paper closeout):
1. Complete REEF FBI Forensics Facility. Project # Y486

Actions to be completed by 9/30/2010:
1. Complete initial demonstration of at-tank/near-tank HLW treatment technology.
2. Complete fermentation studies for cellulosic ethanol pilot plant.
3. Collaboration agreements established with universities.
4. Update Infrastructure Plan.
5. Status and update Separate and Distinct Business Unit Plan for Phase 2.

Part A: Description of performance

PBI Number: SRNS2010NNP

Activity Name: Nuclear Nonproliferation Program

WBS Number:

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee:	Objective Amount:	Subjective Amount:
~~$8.57M~~ $9.02M		

Revision Number: 3

Contractor	**U.S. Department of Energy**
Senior level manager name:	Senior level manager name: Bill Clark
Senior level supervisor name:	Senior level supervisor/division manager name:
Technical Representative name:	Technical Reviewer: Virginia Kay, Clay Ramsey, Scott Cannon, Tom Cantey
Administrative POC:	Administrative POC: Lauren Wabbersen, Alejandro Baez

Performance Outcome:

Provide cost-effective management and technical support to the Nuclear Non-proliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements. Specific Contract Output measures and completion criteria are contained in the PBI description (Part B). A Multi-Year PBI for performance on the WSB project is described in Part C.

Contract Output: SRNS2010NNP-01
Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

Number	Value	Indicator
SRNS2010NNP-1A	$640,000	a. Complete the Final Basement Pour for the main structure of the Waste Solidification Building by March 31, 2010.
SRNS2010NNP-1B	$960,000	Complete wall placement for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by September 30, 2010.

Contract Output 2: SRNS2010NNM-02
Oversee the fabrication, delivery and interim storage of the following SRNS procured long lead equipment such that the items are available to support the Balance of Plant subcontractor's installation schedule and are procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

SRNS2010NNP-2A	$650,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by December 31, 2009.
SRNS2010NNP-2B	$650,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by March 31, 2010.
SRNS2010NNP-2C	$940,000	Key SRNS procured long lead equipment will be fabricated and delivered to SRS by September 30, 2010.

Contract Output 3: SRNS2010NNP-3
Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASMS NQA-1-2000 (or successor as invoked).

SRNS2010NNP-3A	$512,000	Engineering support, coordination and response for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards. $128,000 at the end of each quarter.
SRNS2010NNP-3B	$512,000	The WSB Project is executed with a Cost Performance Index (cumulative) of 0.93 or greater. $128,000 at the end of each quarterly.
SRNS2010NNP-3C	$512,000	The WSB Project is executed with a Schedule Performance Index (cumulative) of 0.93 or greater. $128,000 at the end of each quarter.

Contract Output 4: SRNS2010NNP-4
Oversee the design, fabrication, delivery and interim storage of the cementation process equipment. Ensure the equipment is available to support the Balance Plant subcontractor's installation schedule and is procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

SRNS2010NNP-4A	$380,000	Complete the design of the cementation equipment by September 30, 2010.
SRNS2010NNP-4B	$380,000	Progress on the fabrication and delivery of the cementation equipment supports the Balance of Plant subcontractor's schedule by September 30, 2010.
SRNS2010NNP-4C	$132,000	The cementation drum handling equipment will be fabricated and delivered to SRS on a schedule which supports installation, by September 30, 2010.
SRNS2010NNP-4D	$132,000	Testing of the DOT-7A drums is completed by September 30, 2010.

Contract Output 5: SRNS2010NNP-5
Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

SRNS2010NNP-5	$600,000	Fee will be paid providing timely support for the MFFF project in accordance with the integrated project schedule.

Contract Output 6: SRNS2010NNP-6
Execute SRNS assigned work related to NNP Common Technologies and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

SRNS2010NNP-6	$70,000	Fee will be paid for executing assigned work related to the Nuclear Nonproliferation Common Technologies and associated work activities.

Contract Output 7: The SRNS PDCF manipulator, canning and system integration efforts extend beyond FY10 as they deliver products which are tied to construction and testing activities in the Integrated Project Schedule (IPS). For Fy10, this Contract Output supports the longer range, multi-year efforts, by establishing and meeting near term (FY10) milestones.

SRNS2010NNP-7A	$152,250	Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDC IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010.
SRNS2010NNP-7B	$304,500	Completion of design, procurement, installation, and testing of Bagless welding, cutting, and glovebox sealing components for operation with the modified PDC Inner Can, SRNL POW schedule item RRBTS2180, Modified BTS System Checkout / Test, to be entered in PDC IPS with scheduled completion August 1, 2010.
SRNS2010NNP-7C	$68,250	Establish the Safety Control System Standardization and Quality Assurance tools and document them in a report to NNSA. Reference IPS activity W45505DE20 scheduled for completion on May 7, 2010.
SRNS2010NNP-7D	$450,000	Prepare and submit for NNSA review a PDC CD-1 package by September 27, 2010.

Contract Output 8: SRNS2010NNP-8
Execute the SRNS PDCF activities in compliance with DOE Order 413.3a and assistance from DOE O 413.3 guides, along with all contractual requirements in a quality, responsive, cost effective manner in accordance with the PDCF Integrated Project Schedule (IPS).

SRNS2010NNP-8A	$195,000	Safety and Security: Completion Criteria in PBI
SRNS2010NNP-8B	$195,000	Customer/Stakeholder Responsiveness: Completion Criteria in PBI
SRNS2010NNP-8C	$195,000	Contractor Assurance: Completion Criteria in PBI
SRNS2010NNP-8D	$195,000	Conduct of Project Management: Completion Criteria in PBI
SRNS2010NNP-8E	$195,000	Conduct of Engineering: Completion Criteria in PBI

SRNS2010NNP — Complete objective evaluation criteria prior to approval. Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.

Evaluation Criteria:

(Objective)

Evaluation Criteria: **Description**

(Subjective)

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Part B: Specific Contract Measures/Criteria for NNP Activities

PBI: **SRNS2010NNP: Nuclear Nonproliferation Program**
Performance Period: October 1, 2009 – September 30, 2010
Allocated Fee: ~~$8,570,000~~ $9,020,000

Rev. 3: July 14, 2010

Performance Outcome: Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements.

$6,400,000 of the Nuclear Nonproliferation PBI will be paid for the construction of the WSB.

WBS: 01.25.60.01.02

Contract Output 1: Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

25% ($1,600,000) of the allocated fee for the construction of the WSB will be earned as follows:

1A. Complete the Final Basemat Pour for the main structure of the Waste Solidification Building by March 31, 2010 ($640,000)

Completion Criteria:

1. Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
2. Remove all concrete forms for the basemat and complete backfill where required.
3. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

1. Funding is available to support the Balance of Plant (BOP) contract execution.
2. Block-outs are allowed for equipment installation and ease of construction.

3. The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
4. The completion date is based on the construction subcontractor's submitted 60-day schedule. Should the subcontractor propose a schedule modification that does not impact the construction critical path, the fee associated with this contract measure will be paid upon completion of basemat construction.

Government Furnished Services / Items:

1. None identified

1B. Complete wall placements for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by September 30, 2010. ($960,000)

Completion Criteria:

1. Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
2. Remove all concrete forms where required.
3. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

1. Funding is available to support the Balance of Plant contract execution.
2. Block-outs are allowed for equipment installation and ease of construction.
3. The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
4. The completion date is based on the construction subcontractor's submitted 60-day schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path; e.g., leaving a construction opening not previously planned, this contract measure will be considered complete.

Government Furnished Services / Items:

1. None identified

Contract Output 2: Oversee the fabrication, delivery and interim storage of the following SRNS procured long lead equipment such that the items are available to support the Balance of Plant subcontractor's installation schedule and are procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

35% ($2,240,000) of the allocated fee for the construction of the WSB will be earned as follows:

2A. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by December 31, 2009 ($650,000)

Completion Criteria:

1. All reinforcing steel required for the Waste Solidification Building main structure basemat will be received for the Balance of Plant subcontractor use to support the installation schedule.
2. The floor drain tank will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The substation will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor by 12/31/2009

Assumptions:

1. The reinforcing steel received will only be that reinforcing steel required for the current approved design. This will not include additional reinforcing steel procured over and above the current design requirements or reinforcing steel required for approved design modifications unless required by the Balance of Plant subcontract.

2. The floor drain tank will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The substation will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule. In addition,

receipt must be accomplished by 12/31/2009, or prior to revised energy efficiency requirements entering into effect, such that there is no cost impact to the project.

Government Furnished Services / Items:

1. None identified

2B. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by March 31, 2010 ($650,000)

Completion Criteria:

1. All laboratory and sampling gloveboxes for the Waste Solidification Building will be received and receipt inspected for the Balance of Plant subcontractor use to support the installation schedule.
2. The HEPA filter housings will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The active confinement ventilation system (ACVS) exhaust fans will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.

Assumptions:

1. The laboratory and sampling gloveboxes will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

2. The HEPA filter housings will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that

receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The ACVS exhaust fans will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

Government Furnished Services / Items:

1. None identified

2C. Key SRNS procured long lead equipment will be fabricated and delivered to SRS by September 30, 2010 ($940,000)

Completion Criteria:

1. All process tanks, including in-tank process equipment, for the Waste Solidification Building will be received and receipt inspected for the Balance of Plant subcontractor use to support the installation schedule.
2. Both evaporators will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.
3. The motor control centers will be fabricated, delivered and receipt inspected for the Balance of Plant subcontractor to support the subcontractor's installation schedule.

Assumptions:

1. The process tanks will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

2. Both evaporators will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

3. The motor control centers will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery to the Balance of Plant subcontractor if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure will be deferred until such time that receipt inspection is complete and the equipment is available to be provided to the Balance of Plant subcontractor on the needed schedule.

Government Furnished Services / Items:

1. None identified

Contract Output 3: Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

24% ($1,536,000) of the allocated fee for the construction of the WSB will be earned as follows:

1. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 1. NNSA will provide a periodic evaluation of SRNS' performance with respect to this completion criterion as part of the normal contractor evaluation process. Award fee payments will be made quarterly based on an overall acceptable performance for the quarter as determined by NNSA.

2. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 2. The cumulative Project Cost Performance Index will

be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Cost Performance Index at the end of each quarter.

3. $512,000 of the allocated fee for this contract output may be earned for completion of criteria 3. The cumulative Project Schedule Performance Index will be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Schedule Performance Index at the end of each quarter.

Completion Criteria:

1. Engineering support, coordination and responses for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards ($128,000 at the end of each quarter)
2. The WSB Project is executed with a Cost Performance Index (cumulative) of 0.93 or greater ($128,000 at the end of each quarter)
3. The WSB Project is executed with a Schedule Performance Index (cumulative) of 0.93 or greater ($128,000 at the end of each quarter)

Assumptions:

1. Construction activities associated with other NNSA contractors will not unduly affect the work on the Waste Solidification Building. SRNS has the responsibility for adequately coordinating and integrating the WSB scope of work with other entities on-site.
2. Funding is available to complete the task.
3. It is recognized that CPI and SPI may fluctuate for a variety of reasons, some of which do not accurately reflect project performance. In the event that the CPI and/or SPI falls below the threshold value at the end of a quarter, the quarterly payments for the affected CPI and/or SPI will be withheld. However, the performance fee for a previous quarter under this measure may be earned at the end of a subsequent quarter if the cumulative CPI and/or SPI increase above the required threshold. At the conclusion of FY2010, however, any performance fee for the 4th or previous quarters not yet earned will not be paid. Available fee under this measure is not eligible to be earned in FY2011.

Government Furnished Services / Items:

1. None identified.

Contract Output 4: Oversee the design, fabrication, delivery and interim storage of the cementation process equipment. Ensure the equipment is available to support the

Balance of Plant subcontractor's installation schedule and is procured in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

16% ($1,024,000) of the allocated fee for the construction of the WSB will be earned as follows:

4A. Complete the design of the cementation equipment by September 30, 2010 ($380,000)

Completion Criteria:

1. The design of the cementation equipment meets the requirements of the applicable performance specification, codes and standards.
2. All comments and changes identified during design reviews have been incorporated and/or resolved.
3. Completion of the design supports subsequent contract activities consistent with the Balance of Plant subcontractor's schedule.

Assumptions:

1. None

Government Furnished Services / Items:

1. None identified

4B. Progress on the fabrication and delivery of the cementation equipment supports the Balance of Plant subcontractor's construction schedule by September 30, 2010 ($380,000)

Completion Criteria:

1. Fabrication of the cementation equipment is proceeding on schedule to support testing, receipt and installation by September 30, 2010 ($380,000)

Assumptions:

1. The cementation equipment (4 units) will be fabricated and delivered based on the Balance of Plant subcontractor's schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract

measure may be deferred until such time that receipt inspection is complete and the equipment is available on the needed schedule.

2. Should delivery of the cementation not occur during FY2010, NNSA will determine the adequacy of progress at the end of FY2010 and based on this determination award an equivalent progress payment against the PBI fee pool. It should be noted that a key point of that determination will be potential cost impacts on the Balance of Plant subcontract based on evaluation of the to-go activities and anticipated receipt of equipment.

Government Furnished Services / Items:

1. None identified

4C. The cementation drum handling equipment will be fabricated and delivered to SRS on a schedule which supports installation, by September 30, 2010 ($132,000)

Completion Criteria:

1. The cementation equipment vendor has submitted the detailed design for review.
2. A formal design review has been completed and comments transmitted to the vendor.
3. Comments have been incorporated and the design accepted by SRNS.
4. The equipment has been fabricated, delivered and receipt inspected to support the Balance of Plant subcontractor's construction schedule.

Assumptions:

1. The drum handling equipment will be fabricated and delivered based on the Balance of Plant subcontractor's construction schedule, providing that date is no sooner than the scheduled delivery date in the approved CD2/3 package submittal. There will be no award fee penalty for late delivery if the delivery date is rescheduled at the request of the Balance of Plant subcontractor and/or if the rescheduled date does not impact project cost or the critical path completion. However, in the event of a rescheduled date, payment under this contract measure may be deferred until such time that receipt inspection is complete and the equipment is available on the needed schedule

Government Furnished Services / Items:

1. None identified

4D. Testing of the DOT-7A drums is completed by September 30, 2010 ($132,000)

Completion Criteria:

1. All testing requirements have been identified.
2. All necessary testing has been completed and satisfactorily meets applicable requirements.

Assumptions:

1. None

Government Furnished Services / Items:

1. None

$600,000 of the Nuclear Nonproliferation PBI will be paid providing timely support for the MFFF project in accordance with the integrated project schedule.

WBS: 01.25.60.03

Contract Output 5: Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

Completion Criteria:

1. Oversee the safety, quality and environmental compliance of work performed on the PDP electrical substation by South Carolina Electric and Gas to ensure compliance with subcontract requirements. Prompt action will be taken to address issues and violations. Complete construction of the PDP electrical substation by September 30, 2010
2. Execute assigned support tasks in accordance with approved Work Task Agreements with Shaw AREVA MOX Services in a timely and efficient manner by September 30, 2010
   a. Construction support (badging, training, utilities, waste hauling/disposal)
   b. Instrument calibration
   c. Analytical lab instrument design
3. Execute assigned tasks as requested by NNSA in support of the MFFF project in a timely and efficient manner by September 30, 2010
   a. Feed materials characterization
   b. Alternate Feed Stock (AFS) studies

c. MOX Early Option 2 proposal reviews

Assumptions:

1. Funding will be adequate to support the scope.

Government Furnished Services / Items:

1. None identified

$70,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the Nuclear Nonproliferation Common Technologies and associated work activities.

WBS: 01.25.60.05

Contract Output 6: Execute SRNS assigned work related to NNP Common Technologies and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

Completion Criteria:

1. Prepare a review quality draft of an updated Plutonium Disposition Program Execution Plan within 60 days of receiving written guidance from NNSA on content and major programmatic assumptions. For planning purposes, assume delivery of product in the 4th quarter of FY 2010.
2. The Plutonium Disposition Integrated Program schedule is updated and issued not less than quarterly.
3. Support two semi-annual project and program reviews consistent with the content and format requested by NNSA-HQ.
4. Execute site logistics for the PDP such as the following:
   a. Developing and approving site use permits
   b. Establishing lay-down areas to support the NNP projects
   c. Performing utility studies as required
   d. Establishing and maintaining Memoranda of Understanding
   e. Developing and coordinating interface control documents between EM, NNSA, and the NNP Projects.

Assumptions:

1. Funding will be adequate to support the scope.

Government Furnished Services / Items:

1. None identified

~~$1,500,000~~ $1,950,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the PDCF project activities.

WBS: 01.25.60.01.01

Contract Output 7: The SRNS PDCF manipulator, canning and system integration efforts extend beyond FY10 as they deliver products which are tied to construction and testing activities in the Integrated Project Schedule (IPS). For FY10, this Contract Output supports the longer range, multi-year efforts, by establishing and meeting near term (FY10) milestones.

~~35%~~ 50% (~~$525,000~~ $975,000) of the allocated fee for PDCF project activities will be earned as follows:

7A. Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDCF IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010 ($152,250).

Completion Criteria:

1. The PDCF manipulator Conceptual Design for the 18 PDCF manipulators will be completed in FY09.
2. Upon completion of the Conceptual Design, a Preliminary Design for the PDCF manipulators will be developed, reviewed, review comments incorporated, and accepted by the IPT.
3. Upon completion of RMG preliminary designs for all process lines, the RMG vendor will complete sufficient detail design and modeling of RMG components and interfacing glovebox features to support conceptual design of the RMG test bed, and complete test bed conceptual design and models.
4. The contract measure will be satisfied when the manipulator test bed conceptual designs and models are presented by PaR Systems in a televised (I Link) presentation, and approved by the PDC RMG Design Authority: Complete the PDC Manipulator RMG Test Bed Conceptual Design, PDCF IPS Milestone WGGT4502GB00CI, scheduled for August 4, 2010.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.

3. The IPS contains concurrent reviews of PaR System designs and models by LANL, URS, and SRNS which must be completed to meet the milestone date.
4. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7B. Satisfactorily Complete re-design of the PDC 3013 inner can, design, procurement, installation, and testing of Bagless welding, cutting, and glovebox sealing components for operation with the modified PDC Inner Can, SRNL POW schedule item RRBTS2180, Modified BTS System Checkout / Test, to be entered in PDC IPS with scheduled completion August 1, 2010. ($304,500)

Completion Criteria:

1. To satisfy this completion criteria, all items will be performed in accordance with NQA-1 requirements
2. SRNL will have issued revised 3013 inner can designs, revised the can procurement to utilize the modified designs, and submitted the modified designs to LANL and URS to support modification of interfacing equipment.
3. SRNL will have modified designs and procured modified components for cutter clamps and closure devices, welder tip and weld clamps, Bell Jar seals, glovebox sphincter seals, and the tool axis mount plate.
4. SRNL will assemble modified components in the PDC Canning Development Lab on the prototype BTS System, perform tests of the modified components on the installed assembly, and write a BTS System Readiness Test Report.
5. SRNS Product Canning System Design Authority will approve the BTS System Readiness Test Report.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. The DOE Design Authority for Std. 3013 has previously identified specific inner can qualification testing and criteria that must be satisfied based on the changes from the previously qualified 3013 can (*Meeting Minutes in E-Mail,*

Stimac to Mcalhaney, dated 12/18/06). It is assumed that there are no changes to this previously established re-qualification criteria for the PDCF 3013 inner can.
4. The report will be developed and approved through SRNL/SRNS. The report will be submitted to DOE for review and comment on schedule.
5. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7C. Establish the Safety Control System Standardization and Quality Assurance tools and document them in a report to NNSA. Reference IPS activity W45505DE20 scheduled for completion on May 7, 2010. ($68,250)

Completion Criteria:

1. Identify and document to tools necessary to establish the standards, procedures, and QA tools for safety systems.
2. Procure and perform a Factory Acceptance Test on the standardization tools.
3. Receive, perform Site Acceptance Test, and document on the standardization tools.
4. Integrate the safety system tools with the PDCF development system and test.
5. Document the results of the above actions in a report to be submitted to NNSA.

Assumptions:

1. Funding will be available to support this scope.
2. The PDCF Project is awaiting a decision from DOE/NNSA on a recommendation resulting from the recently completed PDCF Alternative Evaluation. It is assumed that this decision will not alter the scheduled timeframe for this effort because the effort is required regardless of the alternative decision.
3. Up to 75% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.

Government Furnished Services / Items:

1. None identified

7D. The scope of this contract output includes the preparation and submittal of the PDC CD-1 report package to NNSA-SR in accordance with DOE O 413.3 (current version) and DOE S 1189. ($450,000)

Note: Support for NNSA-SR/NNSA-HQ reviews of the CD-1 package will extend into the first quarter of FY2011. This deliverable will be captured in the FY2011 NNP PBI currently under development.

Completion Criteria:

1. Based on the accelerated strategy, submit complete and acceptable PDC CD-1 package to NNSA-SR by September 27, 2010.
2. Early, preliminary copies of draft CD-1 documents are made available to NNSA in an organized format for parallel reviews.
3. Quality of CD-1 documents is such that minimal revisions are identified and the content complies with DOE O 413.3 (current version) and DOE S 1189.

Assumptions:

1. Up to 100% of this award fee can be earned for up to 30 calendar days after the milestone date at the discretion of NNSA, after considering the circumstances leading to a late completion.
2. Substantive changes or delays are outside of contractor's control.
3. A CD-1 resource loaded schedule is available for NNSA acceptance by 23 July 2010. Schedule is maintained to reflect actual status and it is aligned with ongoing work efforts.
4. CD-1 documents will be delivered per the CD-1 document tree Rev E (or current) and 23 July 2010 project schedule.

Government Furnished Services / Items:

1. None identified

Contract Output 8: Execute the SRNS PDCF activities in compliance with DOE Order 413.3a and assistance from the DOE O 413.3 guides, along with all contractual requirements in a quality, responsive, cost effective manner in accordance with the PDCF Integrated Project Schedule (IPS).

~~65%~~ 50% ($975,000) of the allocated fee for PDCF project activities will be earned as follows:

13% of the maximum fee for this contract output may be earned for each of the completion of criteria 8.A, 8.B, 8.C, 8.D, and 8.E. NNSA will provide a periodic evaluation of SRNS' performance with respect to these completion criteria as part of the normal contractor feedback process. Award fee payments will be made quarterly based on an overall acceptable performance for the quarter as determined by NNSA

8A. Safety and Security ($195,000)

Completion Criteria:

1. No safety incidents, issues, or concerns during the performance period.
2. No safeguards and security incidents, issues, or concerns during the performance period.
3. Any incidents, issues, or concerns will be properly communicated and be addressed in a timely manner and evaluated to avoid reoccurrence.
4. All written communications on PDCF activities comply with contractually prescribed requirements.

8B. Customer/Stakeholder Responsiveness ($195,000)

Completion Criteria:

1. Provide integrated, timely, constructive, quality support and responses to the FPD, Deputy, and the Federal IPT members, NNSA, DOE, DNFSB, GAO, IG, and other external review teams.
2. Support current and out year budget, funding, and planning activities as needed.

8C. Contractor Assurance ($195,000)

Completion Criteria:

1. Implement and institutionalize a Contractor Assurance Program for SRNS on the PDCF project.
2. During the 1st quarter of FY10, complete CY09 planned assessments, and by October 30, 2009, submit an approved FY10 SRNS PDCF Contractor Assurance Plan for the remainder of FY10.
3. Execute the FY10 SRNS PDCF Contractor Assurance Plan through the remainder of FY10.
4. Submit an approved FY11 SRNS Contractor Assurance Plan for FY11 during the 4th quarter of FY10.
5. Institutionalize a lessons learned program for SRNS on the PDCF project and provide regular reports..

8D. Conduct of Project Management ($195,000)

Completion Criteria:

1. Institutionalize good project management practices across all PDCF activities.
2. Designate a qualified PDCF project manager for SRNS activities.
3. Fully support the implementation of a trend program for PDCF.
4. Institutionalize the use of an earned value management system using best practice schedule management with utilization of a resource loaded schedule with well defined work activities, minimizing "level of effort" tasks, with logic ties to other SRNS and IPT activities.
5. Strictly manage SRNS activities related to PDCF critical path or near critical path. Maintain Cost and Schedule Performance (CPI/SPI) between 0. 95 and 1.10. Provide quality variance analysis in the monthly report that discuss causes/effects and corrective measures to recover cost or schedule impact, Variance reports should also integrate with other organizations when SRNS performance impacts other IPT organizations.
6. Continue the PDCF Risk Management program and work with IPT to identify and capitalize on opportunities. Look for opportunities to improve the Risk Management Plan and processes.
7. Provide accurate monthly reports that demonstrate prudent project management and ownership.

8E. Conduct of Engineering ($195,000)

Completion Criteria:

1. Actively participate and provide integrated, timely, constructive, and quality support to the Technical Oversight Group (TOG) and the Integrated Project Team (IPT).
2. SRNS activities and support should enhance, not adversely impact, other IPT activities.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. None identified

Part C: Nuclear Nonproliferation Multi-year PBI

Time Period: October 1, 2009 – September 30, 2013
Allocated Fee: $TBD (see *Available Fee* below)
Rev. A

Performance Outcome: Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the WSB project is completed within the cost and schedule baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements.

Contract Output 1: Safely execute the construction of the Waste Solidification Building in accordance with the approved project baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

Available Fee: The fee available for this contract output is structured as an incentive for the sharing of cost under-runs. The fee to be earned will be provided by WSB line-item funds and is in addition to the potential fees earned through the annual award fee pool as delineated in the M&O contract. The fee earned will be 50% of the funds remaining after project closeout. NNSA OPC costs are not included in this determination; therefore, the final actualized TPC will be subtracted from a ceiling of $341,555,000 for the purpose of calculating fee.

Contract Measure: Up to 100% of the allocated incentive fee may be earned by Contract Output as follows:

1. Complete the WSB project, through project and contract closeout, at a Total Project Cost of less than $341,555,000.
2. The approval of Critical Decision 4 must be on a schedule to support the need date of the Mixed Oxide Fuel Fabrication Facility and does not result in cost impacts to that project due to WSB schedule delays.

Completion Criteria:

1. Critical Decision 4 is approved by NNSA.
2. All costs have completed the accrual process.
3. All contracts and subcontracts have been closed out and any required DOE reviews completed.
4. All claims for equitable adjustments and contract disputes have been resolved to a point that no further financial liability would be provided from project funds (see *Conditions* below).
5. All records documenting the completion of the subject activities in accordance with the applicable requirements are complete.

6. The Critical Decision 4 completion date is currently forecast for 3rd quarter FY13 (see *Conditions* below).

Cost Overruns: In the event that project costs exceed the approved WSB project baseline (currently $341,555,000), SRNS will be responsible for a portion of the actualized overrun. The overrun will be shared with the government at a ratio of 80% (NNSA) – 20% (SRNS). The maximum amount that SRNS will be liable for is capped at $6,000,000.

Assumptions:

1. Funding is available to support the project execution.
2. In the event that NNSA directed scope changes result in an increase to the project baseline; i.e., additional funds provided for the line-item, the total available fee will be calculated based on the revised cost ceiling. This provision does not apply to a project baseline increased due to project performance.
3. It is anticipated that changes will be experienced. Potential changes have been allocated for in project contingency analyses. These changes will be funded through available management reserve/contingency. SRNS should not assume that additional funds will be added to the line item and should expect that all changes will be provided for by current project funds (see *Scope Changes* below).
4. Critical Decision 4 will be approved by NNSA in a timely manner to support the WSB schedule. SRNS is not responsible for delays in CD-4 approval, provided:

    i. The request for approval is submitted in accordance with the WSB schedule and provides the necessary time for the NNSA review process.
    ii. The reason for delay is not attributable to SRNS performance or execution.

Conditions:

1. Fee under this incentive will be paid in its entirety upon project completion as delineated above.
2. Completion is based on the Early Finish date, with the overriding goal of not impacting the MFFF schedule. There will be no penalty to SRNS should the MFFF need-date be delayed. In that event, the WSB project may have additional opportunities to save costs by adjusting schedule; e.g., less overtime required. Exceeding the Late Finish date does not necessarily eliminate the ability to earn fee under this incentive provided that Critical Decision 4 is approved prior to the MFFF need-date.
3. Should the MFFF need-date be earlier, but within the baseline WSB schedule contingency window, the WSB project will expend the funds necessary to meet the need-date. See *Contract Measure 2* above.

4. Upon payment to SRNS under this incentive, any additional late claims from a subcontractor related to the WSB scope will be paid by SRNS unless specifically accepted by NNSA.
5. The project is expected to complete within the base period of SRNS prime contract. However, in the event the SRNS prime contract completes before project completion, the parties will negotiate cost or savings sharing on a pro-rata basis based on the project status at the time of SRNS' prime contract completion date. Any payment to or from SRNS under this incentive will not take place until final project closeout (consistent with the completion criteria discussed above) even if this takes place after the SRNS prime contract is complete.

Scope Changes: The TPC includes contingency funds to address anticipated events. However, it is expected that the project will be expected to absorb any new scope (including directed scope) using contingency funds. Examples of such scope changes that could impact project cost and/or schedule include, but are not limited to, new or revised DOE Orders/Standards, DNFSB Recommendations, or new laws issued by Congress. Because the only funds available for this incentive are within the project baseline, the contingency currently available will be used to support project needs and will reduce the fee available as those funds are expended. It is not the intent of NNSA to penalize SRNS potential fee that it could have earned if additional funding had been provided, however fee is available only *as long as a surplus is maintained*. NNSA will make an equitable determination of "new and significant" scope items at the completion of the project for the purposes of identifying those funds available to be earned under this PBI. In this eventuality, costs for these scope increases will be provided first from the NNSA half of any under run to the extent available. If new and significant changes result in cost impacts greater than half of the surplus that would have been available, then NNSA would receive $0 and the contractor's fee would be reduced to cover the difference. The potential exists that should project costs rise to the current TPC ceiling, little if any funds may remain available for this incentive. Any adjustment is intended to cover new and significant additions to scope that are driven by external conditions and not addressed by existing risk analyses and will be made at the discretion of NNSA. Finally, if in NNSA's determination, the WSB project would have been completed within the approved baseline except for such new and significant scope, and the scope resulted in exceeding the TPC, SRNS will not be liable for the cost overrun.

In the event that additional funding is obtained to address new scope, the WSB Performance Measurement Baseline will be revised. Any additional contingency commensurate with the new scope will not necessarily be considered as additional available fee. This PBI will be evaluated at that time to determine if an adjustment to the incentive is warranted.

Multi-year PBI – Annual Assessment

As part of the Nuclear Nonproliferation multi-year PBI for the Waste Solidification Building, an annual assessment will be performed and documented at the conclusion of each fiscal year to status all Project related financial transactions affecting the overall Project baseline cost contingency. This annual assessment allows for early identification of concerns or issues by either party to ensure prompt resolution. The annual assessment also ensures consistent interpretation of cost impacts by both parties. The annual assessment will include the following:

1. Statement of the Project contingency at the beginning of the fiscal year.
2. Statement of any and all additional Project contingency (if any) generated during the fiscal year.
3. Statement documenting all project Change Orders approved during the fiscal year that impacted Project contingency. Each Project Change Order will be listed with a summary level discussion of the reason for the change and the cost for the change. Any approved Project Change Orders that are directly the result of an NNSA directed change to the Project will be so noted.
4. Statement listing all Project Change Orders and the costs that are directly the result of an NNSA directed change since the initial approval of the multi-year PBI.
5. Statement of the Project contingency at the end of the fiscal year.

Government Furnished Services / Items:

- Approval of Critical Decision 4

Performance Fee Agreement

SRNS2010TP

PBI Number: SRNS2010TP

Activity Name: Tritium Programs

WBS Number: 1.03

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee:	Objective Amount: *(50% of allocated fee)*	Subjective Amount: *(50% of allocated fee)*
	$5,790,000	$5,790,000

Revision Number: 1

Senior level manager name:
Douglas Dearolph

Senior level supervisor/division manager name:
Tim Fischer

Performance Outcome:

The Contractor shall manage the Tritium program as a defined severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction with the NNSA Nuclear Security Enterprise.

Contract Output: SRNS2010TP
The Tritium Performance Fee Agreement has eight contract outputs which are fully developed in the Tritium PBI pages 5 - 34. A summary of each contract output is provided below. The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully-funded NNSA-HQ program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2010. The PBI includes both objective and subjective performance elements. The subjective elements will receive an adjectival rating using the enclosed Subjective Rating and Criteria Description table.

Performance Fee Agreement

SRNS2010TP

Number	Value	Indicator
SRNS2010TP-01	$2,895,000	Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction. Provides incentive to the contractor to meet all requirements associated with the Helium 3 mission. This output also provides the contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. Provide the contractor incentive to achieve NNSA Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program, First Production Unit and related functions.
SRNS2010TP-02	$694,800	Extract tritium from irradiated Tritium-Producing Absorber Rods.
SRNS2010TP-03	$80,000	Conduct research and development activities that solve complex problems related to mission of SRSO and the NNSA
SRNS2010TP-04	$769,800	Support the Tritium Programs mission by safe and efficient execution of projects. 1) He-3 projects (Y504, Y505) 2) Project Support Building and facility projects (Y549, Y547, Y522, Y430, Y470) 3) Stretch: Project Support Building Mechanical Complete. (Y547) 4) Stretch: ARMS post project scope and additional processing units. 5) TEF Warehouse Mechanical Complete (Y548)

Performance Fee Agreement

SRNS2010TP

SRNS2010TP-05	$1,737,000	Participate in the NNSA multi-site and Enterprise incentives to achieve Complex-wide goals.
SRNS2010TP-06	$1,737,000	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations) Facility and Site Management Maintenance Effectiveness Operations and Work Planning Quality Assurance Engineering Nuclear Security and Fire Protection Radiation Protection
SRNS2010TP-07	$1,737,000	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S) Training and Qualification Emergency Management Health & Safety (excludes fire protection) Environmental Management Waste Management Safeguards and Security Cyber Security
SRNS2010TP-08	$1,929,400	Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Business) Fiscal Management Contractor Assurance System Program Management Project Management Information Technology/Process Control

Performance Fee Agreement

SRNS2010TP

SRNS2010TP	Complete objective evaluation criteria prior to approval. Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.
Objective Evaluation Criteria:	Completion will require**:** Will be evaluated as performance is completed and will be discussed and documented in the monthly SRSO and contractor performance meeting.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description
Outstanding	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

Note: Due to the introduction of the “very good” category, the gateway will require achieving “very good” to access the stretch fee.

Performance Fee Agreement

SRNS2010TP

PBI: **SRNS2010TP: Tritium Programs**

Performance Period: October 1, 2009 - September 30, 2010

Allocated Fee: $11,580,000

Performance Outcome:

The Contractor shall manage Tritium Programs as a defined, severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction within the NNSA Nuclear Security Enterprise.

The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully funded NNSA-HQ program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2010.

Subjective Adjectival Rating Criteria:

For those Completion Criteria that receive an adjectival grade and numerical score the following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description
Outstanding	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

Note: Due to the introduction of the “very good” category, the gateway will require achieving “very good” to access the stretch fee.

Performance Fee Agreement

SRNS2010TP

Contract Output 1. Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction.

This work is the highest priority Stockpile Stewardship mission at the Savannah River Site. This Contract Output provides the contractor incentive to meet all Production Directive and shipping commitments on schedule. The work covered by this Contract Output is to accomplish the DSW mission to provide loaded reservoirs in support of the nuclear weapons stockpile, and to meet all monthly directive commitments for delivery of Limited Life Components (LLC) to the Department of Defense and Pantex Plant.

In addition to providing reservoirs to meet LLC directive commitments, a goal of this PBI is to drive the improvement of reservoir quality for each weapon system. The improvement goal will be that the total reservoir product of each system will have a facility Tritium Production Acceptance Group (TPAG) high quality acceptance rate.

This Contract Output provides contractor incentive to meet all requirements associated with the Helium-3 mission.

This Contract Output provides contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. The decrease of classified parts is accomplished by unloading and disposing of non-reclaimable reservoirs.

This Contract Output also provides the contractor incentive to achieve National Nuclear Security Administration (NNSA) Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program (LEP) First Production Unit (FPU) and related functions. The Gas Transfer System (GTS) testing program is a key activity in the Nuclear Weapons Stockpile Surveillance Program. The NNSA and Design Agencies have placed a high priority on timely GTS testing and reporting. The on-time delivery of GTS test data will provide key information on the performance and aging effects of GTS components, and support decisions for future weapon design.

The work scope consists of function testing, burst testing, and metallographic examination of Stockpile Laboratory Tests and similar testing of units from the Life Storage Program. The work scope also includes testing of production samples. Other activities in support of the surveillance program include loading, unloading, reclamation and storage of LSP reservoirs. Work scope is considered complete when GTS performance data is documented in RAPTOR reports and destructive examination results

are documented in RAISIN reports for SLT units and Metallurgical reports for LSP units. Specific work scope is documented and tracked to completion in the RSO schedule.

Up to $2,895,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 1 as follows.

Essential Fee

1. $579,000 available fee for Completion Criterion 1. Monthly fee payments (1/12th of the available fee) will be earned, consistent with successful monthly performance of Completion Criterion 1.
2. $579,000 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 2.
3. $231,600 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 3.
4. $231,600 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 4.
5. $463,200 available fee of this Contract Output may be earned for the completion of Completion Criterion 5.
6. $347,400 available fee for Completion Criterion 6. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 6 at the end of each quarter (December 31, 2009; March 31, 2010; June 30, 2010 and September 30, 2010).
7. $115,800 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 7.
8. $347,400 available fee for Completion Criterion 8. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 8 at the end of each quarter (December 31, 2009; March 31, 2010; June 30, 2010 and September 30, 2010).

Completion Criteria

1. Complete the monthly loading, packaging and shipping of reservoirs per SRSO Production Directive and the monthly shipping schedule.
2. The total reservoir product of all weapon systems will have a facility TPAG (by Submittal) acceptance rate of 98.5% or greater. The weapon systems to be measured are B61, W76-0, W76-1, W78, W80, B83, W87, and W88. The calculation will be annualized such that the defect rate will be based on the total number of reservoirs submitted for inspection during the year. If TPAG acceptance rate performance is 98.5% or greater, then 100% of the available fee will be earned. In all cases, the monthly Cost of Nonconformance will be 2% or less. If TPAG acceptance rate performance is less than 98.5%, then fee earned for this Completion Criterion will be reduced as follows, provided the Cost of Nonconformance meets requirements:

- TPAG acceptance rate equal to 98.0% but less than 98.5%, fee earned will be 75% of the available fee.
- TPAG acceptance rate equal to 97.0% but less than 98.0%, fee earned will be 50% of the available fee.
- TPAG acceptance rate less than 97.0%. No fee will be earned for this Completion Criterion.

3. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program. Process Helium-3 byproduct so that it is available for sale through the DOE Isotope Program while minimizing the amount of Helium-3 that is lost through stack releases. This is to be accomplished without adverse impact to the central mission of the HANM facility.
4. Packaging and Shipping / OST Support.
   a. Provide loading/off-loading support to OST according to the schedule.
   b. Maintain inventory records, as required.
   c. Maintain shipping and receiving records, as required.
5. Dispose of 2671 reservoirs as part of the Classified Parts Reduction program. Criterion is met when reservoirs are stored in waste containers (e.g., B-12/B-25/RD-100) for disposal.
6. Function Testing. Completion of 150 Function Test Equivalents (FTEs) with test data documented in RAPTOR reports.
7. Reporting. For reports issued during the PBI period, the annual average RAPTOR-to -RAISIN report goal duration times for Stockpile Lab Tests will be 5 months for Type A (B61, W78, W80, W87) reservoirs and 10 months for Type B (W76, B83, W88) reservoirs. One month will be allowed for Ultrasonic Testing of certain systems, as directed by the Design Agencies (currently applies to the B61 and W78), but will not count towards the determination of the RAPTOR-to-RAISIN duration. Delays pending Design Agency (DA) or NNSA direction are excluded from the RAPTOR-to-RAISIN report duration times, unless the delay is due to SRNS error. Changes to scope by the Design Agencies will require negotiation of new duration goals.
8. Post-Function Testing. Completion of destructive examinations of 27 LSP units and documentation of results in Metallurgical reports.

Assumptions

1. For Completion Criterion 1.

a. The basis for evaluation will be loading/shipping of Production Directive requirements as specified to the contractor by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) in a three month "look ahead" Production Directive schedule. A new Production Directive will be issued by NNSA-SRSO each month. If Savannah River Nuclear Solutions (SRNS) considers

that the specified schedule changes will increase costs or delay any delivery, SRNS shall promptly notify the NNSA-SRSO Contracting Officer, orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, SRNS shall await further direction. Shipping is done per a monthly shipping schedule. If packaging is completed, but a shipment is missed for some reason beyond SRNS control, the Completion Criteria shall be considered complete.

b. Performance is evaluated monthly. Any missed shipment as a result of SRNS performance will result in nonpayment for that month's portion of this Contract Output.

c. Failure to maintain acceptable quality performance, as indicated by the following established metrics will subject SRNS to the following described fee reductions.

1. Cost of Non-Conformance (CONC) - Evaluates the Tritium Facilities cost of nonconformance as compared to the Tritium Facilities total product cost. A fee deduction may be imposed if cost exceeds 2.0% in any month.

2. The maximum total fee deduction associated with any month's reservoir shipment, cannot exceed the monthly maximum fee payment.

2. This PBI will use the Function Test Equivalents which have been developed and jointly agreed upon by SRSO and SRNS. Test equivalents may be modified to respond to changes in testing requirements or methodology by SRSO or the Design Agencies.

3. Completion of W88 RAISIN reports is dependent upon the Design Agency’s timely resolution of hydroburst issues.

4. Completion Criteria delays resulting from a function test system or environmental conditioning system malfunction not attributable to SRNS performance will allow the adjustment of the Completion Criteria and reallocation of the fee. SRSO has accepted risk for single-point failure in lieu of additional costs to provide redundant and backup capability.

Government Furnished Services / Items

1. War Reserve components required from other sites to support the Production Directive must be received at SR, free of defects, a minimum of 90 days in advance of the scheduled ship date. Processing and shipping of components not meeting these requirements, and/or due to changes to the Production Directive less than ninety days in advance of the ship date, will be accomplished in a "best efforts" manner, and SRNS will not be penalized for failure to meet the scheduled date.
2. The number of reservoirs to prepare for disposal was based upon current direction as to which reservoirs were authorized for disposal. In the event that SRNS is directed to delay disposal of additional reservoir types, the number of reservoirs

established in Completion Criterion 4 will be reduced consistent with delayed quantities.

3. Timely delivery of components required for testing.
4. No delay in testing from the Design Agencies due to systematic anomaly, not associated with SRNS negligence.

Contract Output 2. Extract tritium from irradiated Tritium-Producing Burnable Absorber Rods.

This Contract Output provides the contractor incentive to complete selected tritium production-related milestones that are significant to support the Tritium Readiness Program and operation of the Tritium Extraction Facility (TEF) to receive and extract TPBARs. The TEF will be operated in accordance with the TEF Annual Operating Plan and the Responsive Operations Plan.

Completion of the activities cited in this Contract Output will replenish the Nuclear Security Enterprise inventory of tritium. Meeting these work requirements is dependent upon the proper functioning and availability of a one-of-a-kind facility, many complex pieces of equipment, and the availability of a knowledgeable staff for operation and maintenance.

Up to $694,800 of the allocated Tritium Programs PBI fee may be earned by Contract Output 2 as follows.

Essential Fee

1. $115,800 maximum fee of the Contract Output may be earned at the completion of Completion Criterion 1.
2. $115,800 maximum fee of the Contract Output may be earned at the completion of Completion Criterion 2.
3. $463,200 maximum fee of the Contract Output may be earned at the completion of Completion Criterion 3.

Completion Criteria

1. Receive Cycle 9A TPBARs and place in storage by March 29, 2010. Activity is complete when cycle 9A TPBARs are in storage location in TEF Remote Handling Building.
2. Receive Cycle 9B TPBARs and place in storage by May 28, 2010. Activity is complete when cycle 9B TPBARs are in storage location in TEF Remote Handling Building.
3. Extract Cycle 9A TPBARs by June 30, 2010. Tritium extraction activity is complete when gas has been extracted from the Cycle 9A TPBARs and is accounted for in ARMS.

Assumptions

None.

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Government Furnished Services / Items

1. For Completion Criterion 1 and 3, the Cycle 9A TPBARs must be received on the property of SRS from TVA and NAC by March 1, 2010. If the cask is received beyond this date, there will be a day-to-day slip in the completion date for this activity.

2. For Completion Criterion 2, the Cycle 9B TPBARs must be received on the property of SRS from TVA and NAC by April 30, 2010. If the cask is received beyond this date, there will be a day-to-day slip in the completion date for this activity.

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Contract Output 3. Conduct research and development activities that solve complex problems related to the mission of SRSO and the NNSA.

Research and development activities are conducted to solve complex problems related to the mission of SRSO and the NNSA.

A focused research and development program advances the design and manufacture of Gas Transfer System components and manufacturing methods. These activities are sponsored by the Readiness Campaign, Enhanced Surveillance Campaign, as well as the core mission programs (RTBF and DSW). This Contract Output provides the contractor incentive to complete research and development activities that support NNSA missions at Savannah River and other NNSA sites.

Up to $80,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 3 as follows.

Essential Fee

1. $20,000 available fee for Completion of Criterion 1.
2. $60,000 available fee for Completion of Criterion 2.

Completion Criteria

1. Develop design for Gen1 Hydride Bed with Thermal Enhancement Cartridge Heater modification (Tech Mod). By September 30, 2010 have an approved design calculation and engineering drawing for Gen1 Rev. 2 (Tech Mod) hydride bed.
2. Implement Automated Control System for Mini-TCAP in HRTL. Complete by September 30, 2010 a Mini-TCAP system which will function 24/7 under automatic control.

Assumptions

None

Government Furnished Services / Items

None.

Performance Fee Agreement

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Contract Output 4. Support the Tritium Programs missions by safe and efficient execution of projects.

Up to $769,800 of the allocated Tritium Programs PBI fee may be earned by Contract Output 4 as follows.

Essential Fee

1. $231,600 available fee for Completion Criterion 1; $115,800 for 1.a and $115,800 for 1.b.
2. $289,500 available fee of the Completion Criterion 2; $57,900 for 2.a, $57,900 for 2.b, $57,900 for 2.c and $57,900 for 2.d., $28,950 for 2.e and $28,950 for 2.f .
3. $57,900 available fee for Completion Criterion 3
4. $115,800 available fee for Completion Criterion 4; $57,900 for 4.a and $57,900 for 4.b.
5. $75,000 available fee for Completion Criterion 5.

Completion Criteria

1. He-3 Projects. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program.

   a. For Project Y504 He-3 Separation and Bottling Process, a satisfactory completed design will be submitted to SRSO by July 31, 2010.

   b. For Project Y505 Byproduct Decontamination Process, installation, start-up testing, resolution of pre-start issues, and turnover to Operations will be completed by May 31, 2010.

2. Project Support Building and Facility Projects

   a. For Project Y549 Tritium Site Preparation & Utilities, Mechanical Complete with no outstanding “A” or “B” punch-list items will be accomplished by June 10, 2010.

   b. For Project Y547 Tritium Office/Shop Building, Design Complete will be accomplished by April 29, 2010.

   c. For Project Y522 P1 Piping Modifications, Mechanical Complete will be accomplished 19 weeks after P1 OGM start.

   d. For Project Y430 HAOM Air Monitoring, Mechanical Complete will be accomplished by January 31, 2010. If HAOM legacy configuration issues require schedule delays then SRSO will discuss with SRNS and there may be a renegotiation on the completion date.

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e. For Project Y470 Automated Reservoir Management System (ARMS) Modernization, complete Code Development of the 1K Inert reservoir by May 31, 2010.

f. For Project Y470 Automated Reservoir Management System (ARMS) Modernization, complete Integrated Testing of Inert Reservoirs by September 30, 2010.

3. STRETCH: Complete Mechanical Completion for Project Y547 Tritium Office/Shop Building with no outstanding "A" punch list items by September 15, 2010. (0.5%).

4. STRETCH: ARMS post-project scope:
   a) Complete ARMS post-project scope modifications to the new ARMS system for the RUC processing, HSV processing and TCV processing by September 30, 2010.
   b) Complete additional processing units/reservoirs by September 30, 2010.
   Completion, reduction and/or elimination of any ARMS post-project scope in FY10 in addition to items identified in a) is considered successful completion of this stretch criterion.

5. For project Y548 TEF Warehouse, Mechanical Complete with no outstanding "A" punch-list items by September 30, 2010.

Assumptions
Assumptions are included in the individual Completion Criteria.

Government Furnished Services / Items
None

Contract Output 5. Participate in the NNSA Multi-Site Incentives and NNSA Nuclear Security Enterprise Initiatives.

Participate in the NNSA Multi-Site Incentives (MSIs) by working with Nuclear Security Enterprise partners to achieve Enterprise-wide goals. Although SRS Tritium Programs' level of participation will vary across the individual Multi-Site Incentives, the distribution of available fee according to Assumption 1 encourages partnership with other Nuclear Security Enterprise (NSE) sites to achieve NNSA's objectives. This is the purpose of Multi-Site Incentives.

NNSA has been analyzing ways to lower the cost of business and has been actively evaluating ways to consolidate contracts. For the plan to be effective in the future, NNSA must know the actual costs of work performed by Tritium Programs and other site resources and specific deliverables that are produced by the workforce. This requires implementation of the Tritium Programs Severability plan with EM partners on site to achieve NNSA goals.

Participate in actions needed by the Nuclear Security Enterprise to support Record of Decision requirements. This may require working with internal partners such as SRNL and working with Nuclear Security Enterprise partners to achieve the goals to consolidate the missions of the NNSA and reduce the cost of the NSE. This requires Tritium Programs to seek ways to reduce the cost of the business by reducing the size of the infrastructure.

Participate in the Governance Changes requested by the NNSA Administrator in July 2009. This requires working with Enterprise partners and NNSA to achieve the goals of Directive Reform and other governance changes. Tritium Programs will also lead the effort to develop and implement plans to reduce the cost of business internally as well.

Up to $1,737,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 5 as follows.

Essential Fee

1. $1,158,000 available fee of this Contract Output may be earned at the completion of Completion Criterion 1. The fee is distributed per Assumptions 1 and 2.
2. $231,600 available fee of this Contract Output may be earned at the end of the assessment period for Completion Criterion 2. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.
3. $231,600 available fee (~~1%~~ **$115,800** for 3.a. and ~~1%~~ **$115,800** for 3. b.) of this Contract Output may be earned at the end of the assessment period for Completion Criterion 3. Fee will be determined at the end of the assessment

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period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

4. $115,800 available fee of this Contract Output may be earned at the end of the assessment period for Completion Criterion 4. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Participate in the FY 2010 MSIs cited in the NNSA Milestone Reporting Tool (MRT) by working with Nuclear Security Enterprise (NSE) partners to achieve NSE-wide goals. Successful completion for each individual milestone within the overall MSI is assigned by NNSA Headquarters.
2. Tritium Program Severability. The facility has been directed to implement the Severability Plan. This will include planning, development, and implementation of an effective and comprehensive schedule consistent with NNSA direction for severability in a timely manner. This initiative will move Tritium Programs toward a goal of becoming a semi-autonomous entity within the M&O.
3. Modernization
    a. Record of Decision (ROD) Activities. Participate and ensure support for implementation of the NNSA Complex Transformation strategies and goals that are applicable to SRNS. Facilitate communication and contractor support for overall Complex Transformation ROD integrating activities to develop efficient business practices and systems integration processes with Tritium and the Nuclear Security Enterprise.

        Completion criteria include:
        Support key modernization and strategic planning initiatives, such as the Enterprise Reengineering Team, NNSA Directives Review, and Tritium R&D Consolidation.

    b. Facility Efficiency or Footprint Reduction. Demonstrate support for implementation of the Tritium Facility Transformation strategies and goals per NNSA direction and additional required funding.
        Completion criteria include:
        I. Support key facility modernization and strategic planning initiatives, such as the Tritium Programs Strategic Plan, Human Capital Management Plan, and Business Transformation Plan
        II. Specific activities may include implementing Innovation/Technological Advancement and Footprint Reduction.

4. Governance. Evaluate and analyze the business to develop ideas to meet the Tritium Transformational Business Plan $6M target. This includes issuance of plans and schedules for implementation to support the Tritium Transformational Business Plan $6M target utilizing efforts such as NNSA Directive Reforms.

Multi-Site Target Assumptions

1. Letter, Harencak to Distribution, FY2010 Multi-Site Targets and Success Criteria, August 20, 2009.
    - Minimum percentage fee structure for the major categories (items) is: 30% for Stockpile; 10% for Enterprise Integration; 10% for Science & Engineering. The remaining 50% is allocated per Site Office Manager's discretion.
    - Sites not participating in a multi-site target will have their fee rolled up within the same major category (items 1, or 2, or 3)
    - Sites not participating in a major category (item) will have their fee distributed within remaining major categories (item) at the Site Office Manager's discretion.
    - The HQ "Champion" shall evaluate quarterly whether the multi-site target was achieved on a pass/fail basis taking into account inputs from the "Owners." At completion of 4th Quarter, NA-10 shall sign a Memo to Site Office Managers that contains the final evaluation ratings for each Multi-Site target; this Memo is used by the FDO for ultimate fee determination.
2. Inclusion of specific scope and fee distribution into this PBI will be accomplished through a letter issued by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) Manager to Savannah River Nuclear Solutions, LLC (SRNS).

Government Furnished Services / Items

1. NNSA Headquarters defines the FY 2010 Multi-Site Incentives with associated completion criteria and fee distribution method.

Contract Output 6. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations)

This Contract Output emphasizes Operations programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Operations in the following areas:

Facility and Site Management
Maintenance Effectiveness
Operations and Work Planning
Quality Assurance
Engineering
Nuclear Safety and Fire Protection
Radiation Protection

Up to $1,737,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 6 as follows.

Essential Fee

1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Operations. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. Operations

A. Facility and Site Management. SRNS will comprehensively manage the Tritium Facilities and will continuously assess and report on all aspects of the health and condition of Tritium Operations facilities to ensure that issues and problems are raised to the appropriate level for resolution through submittal of appropriate metrics.

Completion Criteria include:

1. The ten year site plan for the Tritium Facilities, as required by NNSA and RPAM, will be updated annually to reflect the facility improvements, replacements-in-kind, and general facility maintenance required to support the active programs and missions. This document will comply with the format, content, and schedule provided by NNSA/HQ.

2. Health and condition of the major production facilities, as evidenced by facility assessments and the monthly facility availability metric, will be accurately reported each month and will demonstrate that the facilities are available to meet the mission deliverables.
3. Real property assets will be maintained in a cost-effective manner that includes management of Deferred Maintenance (reported yearly), facility improvements, and RIK to ensure facilities and equipment are available to meet mission deliverables. The Facility Information Management System (FIMS) reporting requirements are timely, accurate, and complete by September 30, 2010 to include the Facility Condition Index (FCI).
4. Concurrent with the budget cycle and ten year site plan for the Tritium Facilities, provide NNSA/SRSO an analysis of the Tritium Facilities deferred maintenance, replacement plant value and FCI. Include funding needs to stabilize and improve the FCI along with maintenance and project recommendations.
5. Develop an energy management program for the Tritium Facilities and develop metrics to establish baseline.

B. Maintenance Effectiveness. Maintenance Effectiveness reviews and metrics will demonstrate effective performance and a commitment to contractor assurance. These metrics shall provide an accurate representation of performance, and will identify areas for improvement.

1. Aggregate evaluation of review results shows that the Maintenance Program is in compliance with the requirements of DOE O 433.1 and the site Maintenance Implementation Plan.
2. Locked-In Completion, as evidenced by the Locked-In Completion metric, will be accurately reported each month and will demonstrate the performance of work scheduled.
3. Open Work Activities, as evidenced by the Open Work Activities metric, will be accurately reported each month and will demonstrate adequate manpower availability.
4. Corrective Maintenance (CM) Backlog, as evidenced by the CM Backlog metric, will be accurately reported each month and will demonstrate that the condition of the plant equipment is not degrading.
5. Mechanic Utilization, as evidenced by the Mechanic Utilization metric, will be accurately reported each month and will demonstrate that efficiency of the mechanic's utilization in performing work.
6. Actual Hours versus Estimated Hours Ratio, as evidenced by the Actual Hours versus Estimated Hours Ratio metric, will be accurately reported each month and will demonstrate the efficient performance of the work planned.

7. Critical Spare Parts, as evidenced by the Critical Spare Parts metric, will be accurately reported each month and will demonstrate that the critical spare parts are in inventory when needed.
8. Planning Effectiveness, as evidenced by the Planning Effectiveness metric, will be accurately reported each month and will demonstrate the effectiveness of having activities "ready to work" prior to the time they are scheduled.

C. Operations and Work Planning. SRNS Tritium Programs' work will be effectively executed in accordance with Conduct of Operations practices and requirements as defined in the S/RIDs and work will be effectively planned and coordinated.

Completion criteria include:

1. Effective Operations and Work Planning implementation, as indicated with Conduct of Operations issues metrics, the valving performance metric and the lockout/tagout metric will be accurately reported each month and will demonstrate acceptable trends.
2. Implementation of continuous improvement initiatives of Operations and Work Planning, as indicated by the Self-Reported Errors, Assessments, and Reviews for Continuous Improvement metric, will be accurately reported each month and will demonstrate that self assessments and facility personnel are identifying errors and other areas for improvement. The metric will also demonstrate that fact finding and post job reviews are being conducted as appropriate and in a timely manner.

D. Quality Assurance. The Tritium Quality Assurance Program will be managed and implemented in accordance with the requirements of 10 CFR 830, DOE Order 414.lC, NNSA directives (e.g., QC-1, Primary Standards Laboratory memorandum, Development and Production Manual) as defined in S/RIDS and the SRS 1Q Manual.

Completion criteria include:

1. The aggregate of survey and assessment (SRSO, SRNS and external) results provide confidence that quality is assured through an effectively implemented QA program.
2. Effectiveness of product/production is evidenced by quality trending of defects and non-conformance metrics from TCNCR, UR, and IMR reports, and the associated Cost of Nonconformance.
3. Effectively perform delegated stamping authority and ship product as scheduled that meets NNSA quality acceptance and shipping requirement.
4. Provide quality and process improvements, report and trend improvements including corrective action/prevention of recurrence.

5. Procurement metrics demonstrate the effectiveness of the procurement process to support Tritium Facility operation and measures the quality of procured material and the timeliness of procurements.
6. Develop a metric for Tritium NCR's and evaluate a method for determining and reporting Cost of Nonconformance (CONC) of NCR's.

E. Engineering. The Engineering Program will be managed and implemented in accordance with the requirements of DOE O 420.1B Facility Safety (as defined in S/RIDS) and the SRNS Engineering Manual (E7) Procedures.

Completion criteria include:

1. Perform and maintain compliant engineering product deliverables that support operations and projects.
2. Engineering function provides safety system configuration management and ensures that safety systems will perform as described in the safety basis. The engineering function will also support the Defense Programs mission and support design agency requirements. These functions will generally be met by the following expectations:
   i. Existing system Technical Baseline drawings are current and reflect the field conditions.
   ii. System Design Descriptions (SDDs), as indicated by the monthly engineering metric, will be updated to reflect the current facility configuration in accordance with the SDD update schedule.
   iii. The assigned system engineer demonstrates sufficient depth of knowledge of their system to support the operations, maintenance, and safety basis management.
   iv. Implement and execute field trials and pilots of System Life Planning, System Engineer Notebooks, and System Walkdowns. Monitor and report progress for engineering pilot initiatives through metrics for system life planning, engineering notebooks, and new electronic system walkdowns. Provide planned actions to either abandon, modify or fully implement each initiative.

3. Demonstrate Technical Leadership both within SRNS and in the Nuclear Security Enterprise through appropriate participation in DOE-HQ engineering related improvement initiatives, implementation of the professional development plan, and staffing initiatives.

F. Nuclear Safety & Fire Protection. The Tritium Safety Basis and Fire Protection (FP) Programs will be managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDS), and site requirements

Completion criteria include:

1. SRNS and SRSO review results confirm the Safety Basis Program achieves and maintains full compliance with regulatory requirements (10CFR830, Subpart B), DOE/NNSA requirements, and S/RID applicable safety basis requirements.
2. Perform and maintain compliant safety basis engineering product deliverables that support operations and projects. These products include DSAs, TSRs, hazard evaluations, USQD documents, and supporting analyses.
3. Demonstrate a mature company independent review process for safety basis documents requiring submittal to NNSA SRSO for approval (e.g., DSA and TSR including all annual updates and revisions).
4. Continue the TORC and the process and expectations for assessments. The TORC shall provide routine oversight of the facility safety basis program in accordance with the approved TORC Charter, with review and assessment of emerging facility safety issues as well as major occurrences associated with facility safety performance.
5. Develop and submit the following items per the target completion dates:
    a. Develop and submit a DSA/TSR revision to support receipt and storage of W87 units from LANL as defined by the Tritium Programs Milestone Schedule.
    b. Develop and submit the FY10 Tritium Facilities Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    c. Develop and submit the FY10 TEF Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    d. Complete the Accident Analysis Calculations and CHAP Report for TEF as defined by the Tritium Programs Milestone Schedule.
    e. Complete a high quality draft for SRNS approval of the TEF DSA and TSR based on the revised CHAP and Accident Analysis for TEF as defined by the Tritium Programs Milestone Schedule.
6. Proper implementation and maintenance of the Fire Protection Program will be indicated through metrics which reflect the minimization of system impairments, and track and trend system and component failures.

G. Radiation Protection. SRS Tritium Programs' Radiation Protection Program will be managed and implemented in accordance with the requirements of 10 CFR 835, applicable S/RIDs, and the SRNS Radiological Protection Program.

Completion criteria include:

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1. The aggregate evaluation of assessment results and CAS metrics, including facility contamination events, personnel contaminations and radiation exposure, habitability survey performance, and breached glove events, shows the radiological protection program is implemented in accordance with requirements.
2. No significant deficiencies occur which negatively impact the performance of Tritium operations or accomplishment of missions.

Contract Output 7. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S)

This Contract Output emphasizes Safety and Health and Safeguards and Security programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Safety and Health and Safeguards and Security in the following areas:

Training and Qualification
Emergency Management
Health and Safety
Environmental Management
Waste Management
Safeguards and Security
Cyber Security

Up to $1,737,000 of the allocated Tritium Programs PBI fee may be earned by Contract Output 7 as follows.

Essential Fee

1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Safety and Health and Safeguards and Security. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

1. **Safety & Health / Safeguards & Security**

A. Training and Qualification. The Tritium Training and Qualification Program will be managed and implemented in accordance with the requirements of DOE Order 5480.20A, Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities, as defined in the S/RIDS, and plant policies and procedures.

Completion criteria include:

1. No significant programmatic training deficiencies will occur which affect the performance of Tritium Program activities or accomplishment of mission.
2. Operations Technical Qualification Expiration for all Operations Watchstander employees is tracked, reported, and maintained to demonstrate that fully qualified facility personnel are available to support accomplishment of the mission.

3. Actual completion of HANM personnel to qualify for HAOM Operations jobs, as indicated by the HANM to HAOM cross-training metric, will be accurately reported and will demonstrate that the established completion rate is maintained to support Tritium Operations HANM centric strategy.

B. Emergency Management. The Tritium Emergency Management Program will be managed and implemented in accordance with the requirements defined in S/RIDS, NNSA-approved plans and schedules, and Site Procedures.

Completion criteria include:
1. Aggregate evaluation of review results indicates Emergency Preparedness Management is routinely implemented in accordance with requirements to develop and maintain a knowledgeable and fully trained workforce capable of responding to and mitigating abnormal events.

C. Health & Safety. The Industrial Safety, Chemical Safety, Industrial Hygiene, Occupational Medicine, and Transportation Safety Programs are managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDs), and site requirements.

Completion criteria include:
1. Aggregate evaluation of review results indicates Health and Safety Programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Safe facility operations, as evidenced by the monthly TRC metric for Operations and Construction, will be accurately reported each month and will demonstrate that the TRC rate is below the site goals for Operations and Construction.
3. SRNS will continue to execute an Integrated Safety Management System (ISMS) program, including continued efforts to enhance worker safety, health, and wellness programs.
4. Hazardous material management will be accomplished through the annual hazardous material inventory. Reduction of hazardous materials will be through the disposition of excess chemicals, where possible.
5. Maintain Tritium-wide access to the Material Safety Data Sheet (MSDS) database and perform the annual Tier II chemical inventory. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.

D. Environmental Management. The Environmental program will be managed in accordance with applicable environmental laws, regulations, and DOE Directives via the S/RIDs.

Completion criteria include:

1. Aggregate evaluation of review results, including regulatory compliance, shows the Environmental Program is implemented in accordance with requirements, with no significant Notices of Violation (NOVs). No significant deficiencies will occur that affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Metals discharges to the H-02 outfall, as evidenced by the monthly NPDES H-02 Outfall Compliance metric, will be accurately reported each month and will demonstrate that the Tritium Facility discharges to the H-02 outfall are in compliance with the current NPDES permit limits for Lead, Zinc, and Copper.
3. Air emissions from the four process facilities, as evidenced by the monthly Air Emissions by Building metric, will be accurately reported each month and will demonstrate that the facilities are minimizing the release of Tritium to the atmosphere by remaining below the release guide.

E. Waste Management. The Waste Management program will be managed in accordance with applicable environmental laws, regulations, and DOE Directives via the S/RIDs.

Completion criteria include:

1. No significant deficiencies will occur that affect the performance of the SRS Tritium operations or accomplishment of missions.
2. Container compliance with all requirements, as evidenced by the monthly Waste Container Compliance metric, will be accurately reported each month and will demonstrate that the waste containers shipped to treatment, storage, or disposal units were compliant with all requirements upon receipt.
3. Waste Generation, as evidenced by the monthly Waste Management metric, will be accurately reported each month and will demonstrate that the waste generation is below the rolling average forecast, indicating the minimization of Low Level Radioactive Waste generation.

4. Aggregate evaluation of review results, including regulatory compliance, shows the Waste Management Program is implemented in accordance with requirements, with no significant Notices of Violation (NOVs), or significant violations of DOE O 435.1.

F. Safeguards and Security.

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Operate an effective and efficient Safeguards and Security Program that meets DOE, NNSA, and Site requirements/directives and expectations as verified by Contractor self-assessment, SRSO oversight, and external inspections.

Completion Criteria include:

1. Plan, execute and manage the Tritium Facilities as a SPL-4 facility in compliance with DOE Directives.
2. Within 270 days of receipt of an approved waiver, transition the accountability for tritium, deuterium, and lithium from a program based on the MC&A security requirements to a production inventory program.
3. Aggregate evaluation of review results indicates the Safeguards and Security Programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations or accomplishment of missions.
4. Information request, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
5. Security incidents, as evidenced by the Security Incident Index metric, will be accurately reported each month and will demonstrate that SRNS and subcontractor personnel follow appropriate security requirements within the Tritium Facilities.
6. Provide annual update of the Tritium Facilities' Security Plan that complies with DOE M 470.4-1 and submitted a minimum of 60 days prior to its anniversary date.
7. Hardcopy classified document holdings, as determined in the FY2009 analysis and evidenced by the Classified Document Holdings metric, will be accurately reported each month and will demonstrate that these documents are being appropriately controlled and reduced.
8. ACREM holdings, as evidenced by the ACREM metric, will be accurately reported each month and will demonstrate that they are being appropriately controlled and reduced.
9. Operate effective and efficient physical security systems to ensure that Intrusion Detection and Assessment Systems, access control systems, and cameras, interlocks, switches, sensors, etc. are functional, calibrated, and maintained.
10. Operate effective and efficient information protection activities to ensure that classified repositories and documents are maintained per requirements, and that the Technical Surveillance Countermeasures Program and the Classified Matter Protection and Control Program are in place and functional.
11. Classified document markings, as evidenced by the Document Marking Index will be accurately reported each month and will demonstrate that classified documents are being appropriately recognized and safeguarded.
12. Evaluate, develop, and implement a system modernization plan to include life cycle management for physical security systems as required by NNSA HQ.

13. Ensure employees obtain and maintain appropriate Safeguards & Security (S&S) qualifications by developing a S&S qualification card and hosting one S&S training course.
14. Conduct S&S self-assessments in all functional areas and achieve a satisfactory or effective rating with no repeat finding identified related to performance.

G. Cyber Security. Operate effective and efficient Cyber Security activities that meet DOE, NNSA, and Savannah River Nuclear Solutions (SRNS) requirements/directives and expectations as verified via contractor self-assessments, SRSO oversight, and external inspections.

Completion Criteria include:

1. Plan, execute and manage the classified networks within the Tritium Facilities and SRNL in compliance with DOE Directives and the NAPs.
2. Plan, execute and manage the Enterprise Secure Network (ESN) for Savannah River Site in compliance with DOE orders and the NAPs. Provide a monthly report to NNSA/SRSO on the SRS ESN status.
3. Aggregate evaluation of review results indicates the Cyber Security Program is routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations, SRNL Operations or accomplishment of missions.
4. Information requests, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
5. Cyber security incidents, as evidenced by the Cyber Security Incident Index metric, will be accurately reported each month and will demonstrate that SRNS and subcontractor personnel follow appropriate cyber security requirements.
6. Prepare and provide a monthly status report to the SRSO Designated Approving Authority (DAA) Representative on the SRNS cyber security program, including NNSA Cyber Security Policies (NAPs) implementation.
7. Establish and maintain a comprehensive self-assessment and issues resolution program for the Cyber Security Program. The current SRNS S&S Self Assessment program satisfies this completion criterion.
8. Submit final NAP-compliant certification and accreditation (C&A) package(s) for Authority to Operate (ATO) or Request for Extension a minimum of 30 calendar days prior to the ATO expiration date.
9. Execute CAPs and Plan of Action and Milestones (POA&M) per agreed upon schedule.

Performance Fee Agreement

Contract Output 8. Maintain the Tritium Facilities in a safe, secure, and responsive operating condition. (Business Management)

This Contract Output emphasizes Business programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criterion associated with Business in the following areas:

Fiscal Management
Contractor Assurance System
Program Management
Project Management
Information Technology/Process Control

Up to $1,929,400 of the allocated Tritium Programs PBI fee may be earned by Contract Output 8 as follows.

Essential Fee

1. $1,737,000 available fee of the Contract Output may be earned at the end of the assessment period for Completion Criterion 1 associated with Business Management. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.
2. $42,400 can be earned for Completion of Criterion 2.
3. $150,000 can be earned for Completion of Criterion 3.

Completion Criteria

1. Business Management

A. Fiscal Management. Budget and financial deliverables per the Planning, Programming, Budget, and Evaluation (PPBE) process will be provided in accordance with established due dates.

SRNS Tritium will maintain effective and timely information response processes.

Information requests, budget exercises, work insertion requests, etc., will be fully supported and evaluated on criteria such as quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.

SRNS will maintain an effective and efficient funds controls system.

i. No legal or administrative violations occur with regards to the management of appropriations for which controls have been established by DOE/HQ, or for which funds of other federal agencies or governmental entities have been entrusted to DOE for performance of supporting scopes of work. (Tritium only)
ii. Uncosted balances are maintained at or reduced to below the DOE/HQ specified levels that are consistent with sound financial management. Due consideration will be given to multi year expense projects.
iii. Reprogramming actions and supplemental financial plans will be timely, accurate, comprehensible, and minimized via advance planning and forecasting processes. Any identified need for a reprogramming action will be identified early in the fiscal year, have SRSO program approval, and clearly identify all funding sources.
iv. Indirect costs and rates will be tracked and managed to identify and mitigate potential perturbations to planned direct work.

Budget and financial deliverables will be provided in accordance with established due dates with minimal mechanical and conformance errors.

Completion criteria include:
1. Offline quarterly and year-end reporting will be provided per reporting requirements.
2. Impact analyses and ad hoc exercises will be responded to in a timely manner and be coordinated with SRNS.
3. Budget formulation requirements will be provided per requirements and coordinated with all appropriate organizations.
4. Financial reporting will demonstrate effective accounting practices.

B. Contractor Assurance System. SRNS will have a Tritium-wide, comprehensive, and integrated Contractor Assurance System (CAS). The CAS will be managed and implemented in accordance with the requirements of DOE Order 226.1A and NNSA Supplemental Directive NA-1 SD 226.1A.

Completion criteria include:
1. Demonstrate an effective, comprehensive, integrated CAS Program. Elements include the following.
   i. Integrated assessment schedule (includes internal audit, independent assessments, and management activities)
   ii. Integrated assessment results (includes all formal assessment activities)

iii. Integrated risk management priorities

2. Meet CAS Program Requirements - Submit a CAS Program description for NNSA-SRSO annual review and approval.
3. Demonstrate that an issues management system is implemented, and results are regularly reviewed by senior management. (This includes capturing program and performance deficiencies, regardless of their source, in a system or systems that provides for analysis, resolution, and tracking.)
4. Support the Line Oversight Contractor Assurance System (LOCAS) initiative.
   i. Identify LOCAS control metrics to support the following six Performance Categories. (1) Environment, Safety, and Health (ES&H), (2) Nuclear Safety, (3) Cyber Security, (4) Safeguards and Security, (5) Emergency Management, and (6) Business Management.
   ii. Review metrics with the SRSO LOCAS Manager on a minimum of a quarterly basis to demonstrate the effectiveness of LOCAS control metrics in measuring contract/contractor performance.
   iii. Refine metrics as LOCAS performance matures.

C. Program Management. SRNS will manage programs consistent with the NNSA Program Management Policy (BOP-006.001) and the Defense Programs Program Management Manual. A Program is a group on ongoing activities and related projects conducted with a defined set of resources (financial, human, etc.) managed in a coordinated way to achieve mission objectives and obtain benefits not available from managing them individually.

Program Management within Tritium Programs applies primarily to RTBF, DSW, Engineering and Readiness Campaigns, FIRP, S&S, etc.

Program Management philosophy views programs as falling across a spectrum ranging from operational or level-of-effort programs, such as surveillance of the nuclear weapons stockpile at one end, to major capital acquisition projects at the other end. The diversity of programs within the NNSA demands the “tailored” application of the program management principles to accommodate the requirements of each program.

Completion criteria include:
Plan, execute, and manage to established scope, cost, schedule, and risk baselines for all program elements including:

1. Each individual program will be planned, executed, managed, and will maintain acceptable cost and schedule performance as established by Work Authorization Directives, Prioritized Project Lists, PCD Requirements, Baseline Dismantlement

Schedule, program implementation plans, program execution plan, and all other program requirements.

2. Submit a comprehensive Infrastructure Roadmap for the Tritium Facilities that integrates the programs' strategic plans with production forecasts, research and development, facility and equipment management, safeguards and security, IT, transformation, projects, etc., by March 31, 2010.
3. Aggregate evaluation of review results indicates programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
4. SRNS' scope associated with NNSA Milestone Reporting Tool (MRT) Level 1 and 2 milestones will be completed on schedule. This excludes milestones associated with the Multi-Site PBI that are addressed in Contract Output 5.
5. Level 3 Milestones will be completed on schedule.
6. Information requests, budget exercises, work insertion requests, etc., will be supported. Develop and submit business cases as requested.
7. Submit Performance reports as required by individual Programs' Execution Plans.

D. Project Management.

Completion criteria include:

1. Submit a plan (scope, cost, and schedule) for cleaning out and vacating Building 232-1H that supports occupancy of Building 217-3H in an expedited manner while fully supporting the Tritium missions.
2. Aggregate evaluation of review results indicates projects are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
3. Safety will be emphasized for all aspects of the project from design through startup. Projects will routinely discuss safety in meetings for project personnel and will emphasize lessons learned at SRS construction sites and projects at other DOE sites. During construction phase each project manager or designee will proactively participate and conduct safety walk downs and document on Management Field Observation forms in STAR.
4. Manage projects within established scope, cost, and schedule baselines per SRSO approved Integrated Priority List. Cost and schedule performance are measured through Cost Performance Index (CPI) and Schedule Performance Index (SPI) for large projects and cost and schedule baselines for small projects and will demonstrate effective project management.

E. Information Technology/Process Control. Maintain a customer-focused Information Technology (IT) / Process Control environment that supports the NNSA's missions.

Completion criteria include:

1. Aggregate evaluation of review results indicates the IT Program is routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium Operations or accomplishment of missions.
2. Information requests, budget reviews and exercises, work insertion requirements, etc. will be fully supported. Evaluation will be based on quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.
3. The system availability of the Tritium classified network, as evidenced by the System Availability metric, will demonstrate that the classified network is available to support Tritium missions.
4. The system availability of the Enterprise Secure Network (ESN) will be reported regularly to NNSA to demonstrate that the ESN is available to support the Nuclear Security Enterprise.
5. Install, configure and startup the SSIMS terminal within 60 days of all equipment receipt and receipt of all NNSA approvals to operate.
6. Submit an updated disaster recovery and contingency plan for critical IT/Process Control systems per the POAMs for systems as they become NAPs-compliant.
7. Submit a detailed plan (scope, cost, and schedule) for the execution of the ARMS post-project scope by January 30, 2010.

Completion Criteria

2. Review the SRNS Tritium Programs Contractor Assurance System (CAS) to Malcolm Baldridge Performance Excellence Criteria (MBPEC). SRNS will issue a report documenting CAS maturity to MBPEC.** The assessment will result in an overall scoring band for process and results with an executive summary listing the overarching key themes (i.e., cross-cutting key themes and OFIs based upon a "show me challenge") by July 16, 2010.*

   * Not later than date- Actual date will be based on Steering Committee Finalization of the plan.
   ** Excellance in Missouri Foundation "Show Me Challenge" criteria.

3. Accelerate a cost/forecasting module using the Enterprise Resource Planning (ERP) products. These reports will serve as Tritium's cost management tools leading the way for site usage of the ERP system. By September 30, 2010 issue first set of reports with available data. Reports will include actual cost data as well as

forecasting information. Report suite will include flow down of B&R information as well as functional query results.

Performance Fee Agreement

SRNS2010TP

Approvals:

SRNS Tritium Programs	**Christopher C. Gentile**	**Date**
	Signature on file	*8/16/2010*
NNSA SRSO	**Douglas J. Dearolph**	**Date**
	Signature on file	*8/16/2010*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
100	See Block 16C	10EM003454	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See FIN PLAN 30

Net Increase: $4,359,079.97

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 31. Funds in the amount of $4,359,079.97 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,224,710,584.71 to $ $2,229,069,664.68.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,624,533,097.26 to $3,628,892,177.23.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
101	08/27/2010	10EM003454	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
	10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 31 Net Increase: $38,835.00

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-NOAA/GMD in accordance with SRNS FINPLAN 31. Funds in the amount of $38,835.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,229,069,664.68 to $2,229,108,499.68.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,628,892,177.23 to $3,628,931,012.23.

C. Block 12 of Modification No. 100 is hereby corrected to read: See SRNS FIN PLAN 31.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	D. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
102	See Block 16C	10EM003454	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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U.S. Department of Energy
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P.O. Box A
Aiken SC 29802

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
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ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See SRNS FIN PLAN 31

Net Increase: $148,876.58

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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-DOD in accordance with SRNS FINPLAN 31. Funds in the amount of $148,876.58 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,229,108,499.68 to $2,229,257,376.26.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,628,931,012.23 to $3,629,079,888.81.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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103	See Block 16C	10EM003454	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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)*

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ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See SRNS FIN PLAN 31

Net Increase: $2,541,402.00

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-Defense-Related Activities in accordance with SRNS FINPLAN 31. Funds in the amount of $2,541,402.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,229,257,376.26 to $2,231,798,778.26.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,629,079,888.81 to $3,631,621,290.81.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
104	See Block 16C	10EM003454	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 31

Net Increase: $2,001,676.48

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-DHS in accordance with SRNS FINPLAN 31. Funds in the amount of $2,001,676.48 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,231,798,778.26 to $2,233,800,454.74.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,631,621,290.81 to $3,633,622,967.29.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	08/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
105	See Block 16C	10EM003454	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 31

Net Increase: $43,689.00

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 WFO-DOS in accordance with SRNS FINPLAN 31. Funds in the amount of $43,689.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,233,800,454.74 to $2,233,844,143.74.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,633,622,967.29 to $3,633,666,656.29.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	08/27/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
106	See Block 16C	10EM003679	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED *(SEE ITEM 11)*

X **10A. MODIFICATION OF CONTRACT/ORDER NO.** DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I-53, Clause DEAR 970.5232-4 ¿ Obligation of Funds (DEC 2000)
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties

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.)*

(1) The purpose of this modification is to issue new Work Authorizations increasing Project A (P&R Areas) $31,857,500, and Project B (D&M Areas) by $4,062,500 which raises the cost authority for Project A to $208,857,500 and Project B to $17,662,500; and to update the ceiling authority table; and to add Statement of Work for Project D (TRU&SW) which incorporates $5.7M.

- Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	09/14/2010

)E Office of Environmental Management

Environmental Management

AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) FUNDING AUTHORIZATION

ject Code:	2. Revision Number:	3. Date Prepared:
2002150 SRS D&D P & R Areas 2002151 SRS D&D M & D Areas 2002290 SRS Liquid Waste Tank Infrastructure	16	9/9/2010

ppropriation:	5. Federal Contact:
09/10-0253 Defense Environmental Cleanup	Zack Smith, 803-641-6982

Project Description: As defined in the Project Operating Plans approved via the Project Scope Change 3C) in June 2010.

Performance Period Covered by Funds – From: 9/9/2010 To: 9/30/2011

Funding Authority:

R Reporting Level	Obligation Authority	Cost Authority	Description
05.11.00.0	+$0	+$31,857,500 (for a revised total of $208,857,500)	When cumulative costs are within 5% of the cost threshold, the field must submit notification & request for increase to EM HQ (RA Program Manager & EM Budget Office).
.05.12.00.0	+$0	+$4,062,500 (for a revised total of $17,662,500)	
.05.31.00.0	+$0	+45,000,000 (for a revised total of $150,000,000)	

Reporting Requirements: Reporting and readiness certifications have been received for this effort. Recipients of funding appropriated by the Act shall comply with requirements of applicable Federal, State, and local laws, regulations, DOE policy and guidance. Recipients shall flow down the requirements to subrecipients at any tier to the extent necessary to ensure the recipient's compliance with the requirements. All sites must separately track the projects and provide data i.e.,

- Current Monthly Obligation
- Cumulative Obligations to-date
- Percent Obligated (cumulative)
- Current Monthly Costs
- Cumulative Costs to-date
- Percent Costed (cumulative)
- Jobs Retained
- Jobs Created
- Total Dollars Under Contract
- Percent Under Contract Per Total Allocation
- Standard EVMS Metrics & Indices
- Contract Award Amounts
- Contract Award Information

Connie Flohr – ~~Deputy~~ Director, EM ce of Budget		(Date) 9/9/10
Cynthia V. Anderson - EM Recovery Program Manager		(Date) 9/9/2010

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$720,038,103	12/31/2012

Statement of Work

This Recovery Act Project includes general plant projects, environmental management operational activities, waste management operational activities, and landlord (LPSO) program activities under the programmatic responsibility of EM

In EM's Integrated Planning, Accountability, and Budgeting System, this Recovery Act Project is decomposed to the following reporting elements:

- SR-0011C.R1.1, Canyon Complex Support;
- SR-0013.R1.1, Solid Waste Disposition; and
- SR-0013.R1.2, Accelerated TRU Waste Disposition.

SR-0011C.R1.1, Canyon Complex Support To TRU Waste Program

- Modifications to canyon facilities to support accelerated transuranic waste drum and box remediation
- Partial deactivation or reactivation of F Canyon systems to facilitate TRU waste processing in the warm side of the canyon
- Support from F Canyon facilities and personnel vital to the accomplishment of the TRU Waste remediation effort including cognizant engineering support from design authorities knowledgeable in the canyon support systems and their operation

SR-0013.R1.1, Solid Waste Disposition

- Ongoing operations of the solid waste management program for SRS, including the storage, treatment, and/or disposal, on-site and off-site, of low-level radioactive waste (LLW), mixed low-level radioactive and hazardous waste (MLLW), sanitary waste, and hazardous waste
- Transfer and support the transfer of approximately 14,801 drums of depleted uranium oxide (DUO) to an off-site facility(s) for interim storage for about five years pending final disposition
- Transfer of approximately 805 drums of DUO (material) to DOE's Oak Ridge Reservation (Oak Ridge National Laboratory) (TN) for re-use
- Transfer of one 20,000 square-foot storage facility in F Area to NNSA

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$720,038,103	12/31/2012

- Dispose of the substantial quantities of hazardous, LLW, and MLLW generated by other SRS Recovery Act projects associated with deactivation, decommissioning, demolition and environmental restoration activities
- Closure of five LLW disposal trenches
- Management and curation of cold war artifacts that are preserved in accordance with National Historic Preservation Act including modifications to 315-M Curation Facility and development of the Cultural Resource Management Plan Feasibility Study

SR-0013.R1.2, Accelerated TRU Waste Disposition

The scope of the Accelerated TRU Waste Disposition project is the compliant disposition of 5,000 cubic meters of legacy transuranic waste off the SRS site. The majority of the TRU waste is currently stored in non-shippable, aged, deteriorating containers that must be repackaged and remediated before shipment to the Waste Isolation Pilot Plant (WIPP) located in Carlsbad, New Mexico. The 5,000 cubic meters of TRU waste includes in excess of 1,500 miscellaneous boxed containers and over 1,250 drum type containers stored under earthen cover containing over 350,000 curies of plutonium-238 or plutonium-239.

To accomplish this large scale work scope in the allotted time, the capabilities of three areas at SRS will be required; E Area (Solid Waste Management Facility), H Canyon and F Canyon. The E Area facilities currently store the TRU waste and will be used to house equipment and operations to characterize the TRU waste and ship the waste to WIPP. The shipment of the TRU waste to WIPP will be accomplished using approved shipping configurations including standard large boxes (SLBs), standard waste boxes (SWBs), ten drum overpacks (TDOPs) and 55 gallon drums. The waste will be transferred to WIPP in TRUPACT-II or TRUPACT-III shipping casks following final characterization and certification of the acceptability of the waste containers

Additionally, E Area will remediate and repackage low content non-compliant containers into shippable box or drum configurations. To accomplish these remediation activities, existing ventilated containment structures on Pad 6 and in Cell 11 will be modified, staffed and operated to perform the remediation. The activity requires substantial controls due to the high hazards associated with exposure to the principal contaminant of the waste, Pu-238. High airborne concentrations of Pu-238 are anticipated to be generated during hand-on

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
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remediation of the waste inside these ventilated enclosures. To address these hazards the facilities are being modified to incorporate controls such as supplemental local ventilation and secondary containment in addition to the three levels of PPE and supplied air workers will don.

The F-Canyon facilities will be utilized for the remediation and repackaging of higher content non-compliant drums and medium sized boxes of TRU waste. This waste will be initially characterized in E area and overpacked or properly wrapped to enable on-site transport of the more than 40 year old containers. F Canyon is presently partially deactivated. To accomplish the TRU scope, select areas of the canyon (Warm Crane and Truck Well Areas) will be reactivated and modified to safely handle the waste. These modifications will be substantial in the Truckwell where an inner airlock structure will be erected and significant ventilation controls provided. The safety basis documentation will be modified to permit the materials to be received into these areas of the canyon with the hands-on remediation conducted including aggressive size reduction activities. The remediation and size reduction will be conducted with hand tools due to fire hazard concerns. Within the Warm Crane area an existing ventilated enclosure is being modified to remediate approximately 1,250 very high content (some >1,500 Ci Plutonium-238) drums.

H Canyon will be employed to repackage the waste within the very large boxes in the TRU waste inventory into other containers so as to produce feed for the F Canyon facility. Additionally, H Canyon will take a percentage of the high content waste boxes and conduct hands-on remediation within the warm shop area of the canyon. To perform these activities, modifications will be made to this area of the canyon to provide supplemental ventilation controls and improved egress to adhere to the life safety codes.

A portion of the existing TRU waste inventory includes highly (count rates of about 100 million disintegrations per minute for Pu-238) contaminated oversized items. The work force in both H Canyon and F Canyon will take implement size reduction only to the extent necessary to repackage the wastes into an SLB. The amount of size reduction necessary is not expected to be significant but will include steel vessels, lathe bases, and glove boxes. This work scope requires more intensive hands-on work, with higher work exposure doses, and a higher probability of contamination spread. The experience accumulated to date serves as the basis for the processing rates in both F and H Canyons.

Additionally in order to promote the efficient disposal of the TRU waste at WIPP, the processing rates have been accelerated at certain facilities through the

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$720,038,103	12/31/2012

application of additional shifts. These facilities include the drum line in F Canyon and characterization operations in E Area.

In addition to the 5,000 cubic meters of TRU legacy waste planned for disposition, another 200 cubic meters of TRU waste remains in inventory at SRS. This waste exhibits characteristics that present significant challenges to the repackaging and remediation of the waste into compliant shipping containers. The project scope includes the delineation of an implementable plan for the repackaging of this remaining inventory. This waste volume is considered very difficult by virtue of the plutonium content and highly elevated radiation fields. Planning activities, completion of a Technical Implementation Plan, safe guard & security requirements, and pre-disposal activities to address some or the entire remaining inventory will be accomplished as part of this SRRAP. While the disposition of this remaining 200 cubic meters of extremely difficult waste remains outside the present scope of the project, the project team has taken on a stretch commitment to attempt to accomplish the disposition of all or a portion of this remaining inventory by funding the activities through efficiency savings in other areas of the program.

Changes during Final Scope Definitization

Scope deletions include:

- Treatment and disposal of mixed and low level wastes in FY 2012
- Elimination of the planned expansion of the E Area low level waste burial ground as waste generation projections no longer warrant it.
- Reduced F Canyon TRU support in FY 2011. No F Canyon TRU support in FY 2012.

Scope additions include:

- Solid Waste Disposition
    - Management and disposition of additional volumes of mixed, low level, and sanitary wastes generated through the incremental footprint reduction activities
- Transuranic Waste
    - E Area

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$720,038,103	12/31/2012

- Extend Operations and add shifts to select activities such as vent and purge, PHAS, and the preparation activities (radiological surveying, non-destructive assay, and radiography) to support onsite movements and shipments of the waste
- Increase the loading and shipping activities for the additional volume of legacy waste
- Characterize, size reduce and remediate the inventory of Master Slave Manipulators into SWBs or SLBs
- Procure the necessary additional containers to support the packaging and shipping of the additional 2,880 cubic meters of waste
- Reactivate and modify as required the existing enclosure on Pad 6 to repack and remediate non-compliant low content (<10 curies) SWBs , B25s and 85 gallon overpack drums
- Reactivate, modify as required, and operate the existing enclosure in Cell 11 to repack, as necessary, and remediate existing SLB2 containers with relatively low contents (<10 curies) of
- Install and operate an unloading area to support the retrieval of high content drums and boxes from the Pad 1 culverts previously planned for H Canyon
- Support WIPP in the fabrication of TRUPACT III shipping casks to facilitate the disposition of compliantly packaged SLB2 containers
- Support the necessary hardware and software upgrades to bring the Large Box Non-destructive Examination system into a configuration that supports WIPP certification
- Support WIPP in the deployment and use of a TRUPACT III loading system at SRS

- F Canyon
  - Accelerate the processing of legacy non-compliant drums to facilitate early shipments of waste to WIPP through the addition of work shifts
  - Revise the design, install and extend the operations of the planned F Canyon Box Remediation Enclosure to address

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 7	
	Rough Order of Magnitude	Est. Comp Date
	$720,038,103	12/31/2012

the additional volume (2,880 cubic meters) and the significant hazards associated with opening the high concentration Pu-238 bearing boxes of TRU waste

- Reactivate the warm crane to support the construction of the box remediation enclosure in the Truckwell of the canyon

- H Canyon
  - Make the necessary modifications to the facility and supporting DSA to utilize the existing warm shop of the canyon to perform hands-on remediation and repackaging of high Pu-238 content boxed waste into SWBs
  - Extend the operations of the H canyon TRU support operations to accommodate the additional volume of TRU waste
  - Install vent and purge capability to remove the potential hydrogen build-up in high content Pad 1 containers
  - Upgrade certain canyon safety class components to meet contemporary seismic qualification standards that permit high content plutonium contaminated waste to be repackaged in the warm area of the canyon

Potential New Work

In the event additional Recovery Act funding becomes available, the EM mission activities described below will be evaluated for inclusion in this Recovery Act Project.

- The 200m^3 of TRU waste scope is the number one priority on DOE-HQ and SR Recovery Act Work Scope Buy Back List for this B&R. This element of work is a stretch objective to be funded through identified cost savings, if generated, from improved efficiencies
- Disposition of Unforecasted Wastes
- Additional Lead recycling
- Disposition of Sealed Sources
- Disposition of Tritiated Oil
- Disposition of Tritiated Equipment
- Disposition of Cadmium Rods

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project A (P&R Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-01 Rev. 7	**TAS::89-09/10-0253::TAS Recovery Project A**

10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling
FD.05.11.00.0	**$416,680,408**	**$416,680,408**	**$208,857,500**

From:	To:		
4/8/2009	9/30/2012	4/8/2009	9/30/2012

14. Statement of Work:

SEE PAGE 2 - 6 for STATEMENT OF WORK (UNCHANGED)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification 106

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Thomas Zack Smith	Thomas Zack Smith	9/14/10

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K. Nielsen		

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	9/14/10

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)819-4731	D Elaine Nix	9/14/10

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project B (D&M Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact:					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	**9. Treasury Accounting Symbol:**
ARRA-SRS-3-09-02 Rev. 7	**TAS::89-09/10-0253::TAS Recovery Project B**

10. Funds Authorized ($ in millions). Shall not exceed ceilings w/o prior written approval of the Contracting Officer.

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged
FD.05.12.00.0	**$23,530,070**	**$23,530,070**	**$17,662,500**

From:	To:		
4/8/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:

SEE PAGE 2-3 for STATEMENT OF WORK (Unchanged)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification 106

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Thomas (Zack) Smith	Thomas Zack Smith	9/14/10

17. DOE Budget Official.

Name (typed):	Signature:	Date:
Harold K. Nielsen		

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	9/14/10

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)952-9360	D. Elaine Nix	9/14/10

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project C (Other Site Areas)	DE-AC-09-08SR22470

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-03 Rev. 6	TAS::89-09/10-0253::TAS Recovery Project C

10. Funds Authorized ($ in millions). Shall not exceed ceilings w/o prior written approval of the Contracting Officer.

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged
FD.05.13.00.0	$235,729,430	$235,729,430	$182,000,000

From:	To:		
4/6/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:

SEE PAGE 2-5 for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification 090

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.	RVR	8/3/2010

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K Nielsen	Harold K Nielsen	8/3/10

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	John W Temple	8/4/10

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)952-9360	D. Elaine Nix	8/3/10

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project D (TRU and Solid Waste)	DE-AC-09-08SR22470

2. Headquarters Program Point of Contact.					
Name	Cynthia Anderson	Organization Code.	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name.	Christine Shafik	Organization Code.	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name.	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-04 Rev. 7	TAS::89-09/10-0253::TAS Recovery Project D

10. Funds Authorized ($ in millions). Shall not exceed ceilings w/o prior written approval of the Contracting Officer.

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Increased
FD.05.30.00.0	$720,038,103	$720,038,103	$534,400,000

From	To		
4/8/2009	12/30/2012	4/8/2009	12/30/2012

14. Statement of Work:

SEE PAGE 2-8 for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Mod 091

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed)	Signature	Date
Rodrigo V. Rimando, Jr.		8/3/2010

17. DOE Budget Official

Name (typed)	Signature	Date
Harold K Nielsen		8/3/10

18. Contractor's Authorized Representative.

Name (typed)	Signature:	Date:
John W. Temple	John W Temple	8/5/10

19. DOE Contracting Officer (or delegated representative).

Name (typed)	Signature:	Date:
D. Elaine Nix, (803)819-4731	D. Elaine Nix	8/5/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
107	09/21/2010	10EM003740	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)* Net Increase: $1,312,242.75

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 in accordance with SRNS FINPLAN 33. Funds in the amount of $1,312,242.75 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,233,844,143.74 to $2,235,156,386.49.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,633,666,656.29 to $3,634,978,899.04.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	09/21/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
108	09/21/2010	10EM003740	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 33 Net Increase: $265.00

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 date, 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)* Clause I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO-Defense-Related Activities) in accordance with SRNS FINPLAN 33. Funds in the amount of $265.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,235,156,386.49 to $2,235,156,651.49.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,634,978,899.04 to $3,634,979,164.04.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/21/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
109	09/21/2010	10EM003740	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 33 Net Increase: $725,000.00

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO-DOJ) in accordance with SRNS FINPLAN 33. Funds in the amount of $725,000.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,235,156,651.49 to $2,235,881,651.49.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,634,979,164.04 to $3,635,704,164.04.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/21/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
110	09/23/2010	10EM003849	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 34 Net Increase: $3,282,353.68

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (Base Scope) in accordance with SRNS FINPLAN 34. Funds in the amount of $3,282,353.68 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,235,881,651.49 to $2,239,164,005.17.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,635,704,164.04 to $3,638,986,517.72.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/23/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
111	09/23/2010	10EM003849	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 34 Net Increase: $242,718.00

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO-Defense-Related Activities) in accordance with SRNS FINPLAN 34. Funds in the amount of $242,718.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,239,164,005.17 to $2,239,406,723.17.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,638,986,517.72 to $3,639,229,235.72.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	09/23/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
112	09/23/2010	10EM003849	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 34 Net Increase: $1,974,595.46

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO-DHS) in accordance with SRNS FINPLAN 34. Funds in the amount of $1,974,595.46 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,239,406,723.17 to $2,241,381,318.63.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,639,229,235.72 to $3,641,203,831.18.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/23/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
113	09/23/2010	10EM003849	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 34 Net Increase: $199,029.00

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO-NRC) in accordance with SRNS FINPLAN 34. Funds in the amount of $199,029.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,241,381,318.63 to $2,241,580,347.63.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,641,203,831.18 to $3,641,402,860.18.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/23/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
114	See Block 16C	10EM003862	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $146,289.54

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

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 obligate funds in the amount of $146,289.54 to SRNS TRU & Solid Waste Program, 2002153.

All other terms and conditions remain unchanged.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Signature on File *(Signature of Contracting Officer)*	09/24/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
115	09/29/2010	10EM003941	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See Schedule

Net Increase: $57,724.08

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

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 obligate funds in the amount of $57,724.08 to SRNS.
FOB: Destination

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/29/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
116	See Block 16C	10EM003981	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 37

Net Increase: $1,043,354.78

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (Base Scope) in accordance with SRNS FINPLAN 37. Funds in the amount of $1,043,354.78 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,241,580,347.63 to $2,242,623,702.41.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,641,402,860.18 to $3,642,650,228.58.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	09/30/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
117	See Block 16C	10EM003981	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 37

Net Increase: $665,000.00

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO Defense-Related Activities) in accordance with SRNS FINPLAN 37. Funds in the amount of $665,000.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,242,623,702.41 to $2,243,288,702.41.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,642,650,228.58 to $3,643,315,228.58.

C. The contract estimated value and all other terms and conditions remain unchanged.
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	09/30/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
118	09/29/2010	10EM003891	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
203 LAURENS ST SW
AIKEN SC 298012421

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 34

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

1. The purpose of this modification is to update/revise documentation for the ARRA TRU and Solid Waste Program to include:

a. Extend the Period of Performance from September 30, 2011 to December 31, 2012.

b. Revise the Work Authorization Program D Rev 8.

c. Revise the Statement of Work.

d. Update Funding Table. (Page 2)

Please refer to Attached Page 2 for Funding Table

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		D. Elaine Nix	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	09/30/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project D (TRU and Solid Waste)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-04 Rev. 8	**TAS::89-09/10-0253::TAS Recovery Project D**

10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged
FD.05.30.00.0	**$720,242,117**	**$720,242,117**	**$534,400,000**

From:	To:		
4/8/2009	12/30/2012	4/8/2009	12/31/2012

14. Statement of Work:

SEE PAGE 2-8 for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance Mod 118

16. Work Authorization Program Official - Contracting Officer's Representative		
Name (typed):	Signature:	Date:
17. DOE Budget Official		
Name (typed):	Signature:	Date:
Harold K Nielsen		
18. Contractor's Authorized Representative.		
Name (typed):	Signature:	Date:
19. DOE Contracting Officer (or delegated representative).		
Name (typed):	Signature:	Date:
D. Elaine Nix, (803)819-4731	D. Elaine Nix	9-30-10

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 8	
	Rough Order of Magnitude	Est. Comp Date
	$720,242,117	12/31/2012

Statement of Work

This Recovery Act Project includes general plant projects, environmental management operational activities, waste management operational activities, and landlord (LPSO) program activities under the programmatic responsibility of EM

In EM's Integrated Planning, Accountability, and Budgeting System, this Recovery Act Project is decomposed to the following reporting elements:

- SR-0011C.R1.1, Canyon Complex Support;
- SR-0013.R1.1, Solid Waste Disposition; and
- SR-0013.R1.2, Accelerated TRU Waste Disposition.

SR-0011C.R1.1, Canyon Complex Support To TRU Waste Program

- Modifications to canyon facilities to support accelerated transuranic waste drum and box remediation
- Partial deactivation or reactivation of F Canyon systems to facilitate TRU waste processing in the warm side of the canyon
- Support from F Canyon facilities and personnel vital to the accomplishment of the TRU Waste remediation effort including cognizant engineering support from design authorities knowledgeable in the canyon support systems and their operation

SR-0013.R1.1, Solid Waste Disposition

- Ongoing operations of the solid waste management program for SRS, including the storage, treatment, and/or disposal, on-site and off-site, of low-level radioactive waste (LLW), mixed low-level radioactive and hazardous waste (MLLW), sanitary waste, and hazardous waste
- Transfer and support the transfer of approximately 14,801 drums of depleted uranium oxide (DUO) to an off-site facility(s) for interim storage for about five years pending final disposition
- Transfer of approximately 805 drums of DUO (material) to DOE's Oak Ridge Reservation (Oak Ridge National Laboratory) (TN) for re-use
- Transfer of one 20,000 square-foot storage facility in F Area to NNSA

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 8	
	Rough Order of Magnitude	Est. Comp Date
	$720,242,117	12/31/2012

- Dispose of the substantial quantities of hazardous, LLW, and MLLW generated by other SRS Recovery Act projects associated with deactivation, decommissioning, demolition and environmental restoration activities
- Closure of five LLW disposal trenches
- Management and curation of cold war artifacts that are preserved in accordance with National Historic Preservation Act including modifications to 315-M Curation Facility and development of the Cultural Resource Management Plan Feasibility Study

SR-0013.R1.2, Accelerated TRU Waste Disposition

The scope of the Accelerated TRU Waste Disposition project is the compliant disposition of 5,000 cubic meters of legacy transuranic waste off the SRS site. The majority of the TRU waste is currently stored in non-shippable, aged, deteriorating containers that must be repackaged and remediated before shipment to the Waste Isolation Pilot Plant (WIPP) located in Carlsbad, New Mexico. The 5,000 cubic meters of TRU waste includes in excess of 1,500 miscellaneous boxed containers and over 1,250 drum type containers stored under earthen cover containing over 350,000 curies of plutonium-238 or plutonium-239.

To accomplish this large scale work scope in the allotted time, the capabilities of three areas at SRS will be required; E Area (Solid Waste Management Facility), H Canyon and F Canyon. The E Area facilities currently store the TRU waste and will be used to house equipment and operations to characterize the TRU waste and ship the waste to WIPP. The shipment of the TRU waste to WIPP will be accomplished using approved shipping configurations including standard large boxes (SLBs), standard waste boxes (SWBs), ten drum overpacks (TDOPs) and 55 gallon drums. The waste will be transferred to WIPP in TRUPACT-II or TRUPACT-III shipping casks following final characterization and certification of the acceptability of the waste containers

Additionally, E Area will remediate and repackage low content non-compliant containers into shippable box or drum configurations. To accomplish these remediation activities, existing ventilated containment structures on Pad 6 and in Cell 11 will be modified, staffed and operated to perform the remediation. The activity requires substantial controls due to the high hazards associated with exposure to the principal contaminant of the waste, Pu-238. High airborne concentrations of Pu-238 are anticipated to be generated during hand-on

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 8	
	Rough Order of Magnitude	Est. Comp Date
	$720,242,117	12/31/2012

remediation of the waste inside these ventilated enclosures. To address these hazards the facilities are being modified to incorporate controls such as supplemental local ventilation and secondary containment in addition to the three levels of PPE and supplied air workers will don.

The F-Canyon facilities will be utilized for the remediation and repackaging of higher content non-compliant drums and medium sized boxes of TRU waste. This waste will be initially characterized in E area and overpacked or properly wrapped to enable on-site transport of the more than 40 year old containers. F Canyon is presently partially deactivated. To accomplish the TRU scope, select areas of the canyon (Warm Crane and Truck Well Areas) will be reactivated and modified to safely handle the waste. These modifications will be substantial in the Truckwell where an inner airlock structure will be erected and significant ventilation controls provided. The safety basis documentation will be modified to permit the materials to be received into these areas of the canyon with the hands-on remediation conducted including aggressive size reduction activities. The remediation and size reduction will be conducted with hand tools due to fire hazard concerns. Within the Warm Crane area an existing ventilated enclosure is being modified to remediate approximately 1,250 very high content (some >1,500 Ci Plutonium-238) drums.

H Canyon will be employed to repackage the waste within the very large boxes in the TRU waste inventory into other containers so as to produce feed for the F Canyon facility. Additionally, H Canyon will take a percentage of the high content waste boxes and conduct hands-on remediation within the warm shop area of the canyon. To perform these activities, modifications will be made to this area of the canyon to provide supplemental ventilation controls and improved egress to adhere to the life safety codes.

A portion of the existing TRU waste inventory includes highly (count rates of about 100 million disintegrations per minute for Pu-238) contaminated oversized items. The work force in both H Canyon and F Canyon will take implement size reduction only to the extent necessary to repackage the wastes into an SLB. The amount of size reduction necessary is not expected to be significant but will include steel vessels, lathe bases, and glove boxes. This work scope requires more intensive hands-on work, with higher work exposure doses, and a higher probability of contamination spread. The experience accumulated to date serves as the basis for the processing rates in both F and H Canyons.

Additionally in order to promote the efficient disposal of the TRU waste at WIPP, the processing rates have been accelerated at certain facilities through the

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 8	
	Rough Order of Magnitude	Est. Comp Date
	$720,242,117	12/31/2012

application of additional shifts. These facilities include the drum line in F Canyon and characterization operations in E Area.

In addition to the 5,000 cubic meters of TRU legacy waste planned for disposition, another 200 cubic meters of TRU waste remains in inventory at SRS. This waste exhibits characteristics that present significant challenges to the repackaging and remediation of the waste into compliant shipping containers. The project scope includes the delineation of an implementable plan for the repackaging of this remaining inventory. This waste volume is considered very difficult by virtue of the plutonium content and highly elevated radiation fields. Planning activities, completion of a Technical Implementation Plan, safe guard & security requirements, and pre-disposal activities to address some or the entire remaining inventory will be accomplished as part of this SRRAP.

Changes during Final Scope Definitization

Scope deletions include:

- Treatment and disposal of mixed and low level wastes in FY 2012
- Elimination of the planned expansion of the E Area low level waste burial ground as waste generation projections no longer warrant it.
- Reduced F Canyon TRU support in FY 2011. No F Canyon TRU support in FY 2012.

Scope additions include:

- Solid Waste Disposition
    - Management and disposition of additional volumes of mixed, low level, and sanitary wastes generated through the incremental footprint reduction activities
- Transuranic Waste
    - E Area
        - Extend Operations and add shifts to select activities such as vent and purge, PHAS, and the preparation activities (radiological surveying, non-destructive assay, and radiography) to support onsite movements and shipments of the waste

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 8	
	Rough Order of Magnitude	Est. Comp Date
	$720,242,117	12/31/2012

- Increase the loading and shipping activities for the additional volume of legacy waste
- Characterize, size reduce and remediate the inventory of Master Slave Manipulators into SWBs or SLBs
- Procure the necessary additional containers to support the packaging and shipping of the additional 2,880 cubic meters of waste
- Reactivate and modify as required the existing enclosure on Pad 6 to repack and remediate non-compliant low content (<10 curies) SWBs , B25s and 85 gallon overpack drums
- Reactivate, modify as required, and operate the existing enclosure in Cell 11 to repack, as necessary, and remediate existing SLB2 containers with relatively low contents (<10 curies) of
- Install and operate an unloading area to support the retrieval of high content drums and boxes from the Pad 1 culverts previously planned for H Canyon
- Support WIPP in the fabrication of TRUPACT III shipping casks to facilitate the disposition of compliantly packaged SLB2 containers
- Support the necessary hardware and software upgrades to bring the Large Box Non-destructive Examination system into a configuration that supports WIPP certification
- Support WIPP in the deployment and use of a TRUPACT III loading system at SRS

- F Canyon
  - Accelerate the processing of legacy non-compliant drums to facilitate early shipments of waste to WIPP through the addition of work shifts
  - Revise the design, install and extend the operations of the planned F Canyon Box Remediation Enclosure to address the additional volume (2,880 cubic meters) and the significant hazards associated with opening the high concentration Pu-238 bearing boxes of TRU waste
  - Reactivate the warm crane to support the construction of the box remediation enclosure in the Truckwell of the canyon

Project D (TRU & SW)	ARRA-SRS-3-09-04 Rev. 8	
	Rough Order of Magnitude	Est. Comp Date
	$720,242,117	12/31/2012

- H Canyon
  - Make the necessary modifications to the facility and supporting DSA to utilize the existing warm shop of the canyon to perform hands-on remediation and repackaging of high Pu-238 content boxed waste into SWBs
  - Extend the operations of the H canyon TRU support operations to accommodate the additional volume of TRU waste
  - Install vent and purge capability to remove the potential hydrogen build-up in high content Pad 1 containers
  - Upgrade certain canyon safety class components to meet contemporary seismic qualification standards that permit high content plutonium contaminated waste to be repackaged in the warm area of the canyon
  - The 200m^3 of TRU waste scope is the number one priority on DOE-HQ and SR Recovery Act Work Scope for this B&R. This element of work is a stretch objective
  - Disposition of Unforecasted Wastes

U. S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION					
1a. Project Title:			1b. Work Proposal Number (if applicable):		
Project D (TRU and Solid Waste)			**DE-AC-09-08SR22470**		
2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171
4. Responsible Program:			5. Responsible Secretarial Officer:		
Office of Environmental Management			Ines R. Triay, EM-1		
6. Responsible Field Organization:					
U.S. Department of Energy, Savannah River Operations					
7a. Site and Facility Management Contractor:			7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions			Name: Greg Ryan	Telephone No.	803-725-9346
8. Work Authorization Number:			**9. Treasury Accounting Symbol:**		
ARRA-SRS-3-09-04 Rev. 8			**TAS::89-09/10-0253::TAS Recovery Project D**		
10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**					
Budget and Reporting Code:		Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged	
FD.05.30.00.0		**$720,242,117**	**$720,242,117**	**$534,400,000**	
From:	To:				
4/8/2009	12/30/2012	4/8/2009	12/31/2012		
14. Statement of Work:					
SEE PAGE 2-8 for STATEMENT OF WORK					
15. Reporting Requirements (Status reports, scientific and technical information or similar):					
Shall be in accordance Mod 118					
16. Work Authorization Program Official - Contracting Officer's Representative					
Name (typed):		Signature:		Date:	
17. DOE Budget Official					
Name (typed):		Signature:		Date:	
Harold K Nielsen					
18. Contractor's Authorized Representative.					
Name (typed):		Signature:		Date:	
19. DOE Contracting Officer (or delegated representative).					
Name (typed):		Signature:		Date:	
D. Elaine Nix, (803)819-4731					

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project B (D&M Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact:					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact:					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact:		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-02 Rev. 7	**TAS::89-09/10-0253::TAS Recovery Project B**

10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged
FD.05.12.00.0	**$23,530,070**	**$23,530,070**	**$17,662,500**

From:	To:		
4/8/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:
SEE PAGE 2-3 for STATEMENT OF WORK (Unchanged)

15. Reporting Requirements (Status reports, scientific and technical information or similar):
Shall be in accordance with this Modification 106

16. Work Authorization Program Official - Contracting Officer's Representative		
Name (typed):	Signature:	Date:
Thomas (Zack) Smith		
17. DOE Budget Official		
Name (typed):	Signature:	Date:
Harold K. Nielsen		
18. Contractor's Authorized Representative		
Name (typed):	Signature:	Date:
John W. Temple		
19. DOE Contracting Officer (or delegated representative).		
Name (typed):	Signature:	Date:
D. Elaine Nix, (803)952-9360		

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project C (Other Site Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-03 Rev. 6	**TAS::89-09/10-0253::TAS Recovery Project C**

10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged
FD.05.13.00.0	**$235,729,430**	**$235,729,430**	**$182,000,000**

From:	To:		
4/8/2009	9/30/2011	4/8/2009	9/30/2011

14. Statement of Work:

SEE PAGE 2-5 for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification 090

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Rodrigo V. Rimando, Jr.	/Signed/	8/3/2010

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K Nielsen	/Signed/	8/3/2010

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:
John W. Temple	/Signed/	8/4/2010

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)952-9360	/Signed/	8/3/2010

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project D (TRU and Solid Waste)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact.					
Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083
3. Headquarters Budget Point of Contact.					
Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:
U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact.		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-04 Rev. 8	**TAS::89-09/10-0253::TAS Recovery Project D**

10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling Unchanged
FD.05.30.00.0	**$720,242,117**	**$720,242,117**	**$534,400,000**

From:	To:		
4/8/2009	12/30/2012	4/8/2009	12/31/2012

14. Statement of Work:

SEE PAGE 2-8 for STATEMENT OF WORK

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance Mod 118

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:

17. DOE Budget Official

Name (typed):	Signature:	Date:
Harold K Nielsen		

18. Contractor's Authorized Representative.

Name (typed):	Signature:	Date:

19. DOE Contracting Officer (or delegated representative).

Name (typed):	Signature:	Date:
D. Elaine Nix, (803)819-4731		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
119	10/01/2010		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H-28 Performance Based Incentives
	D. OTHER *(Specify type of modification and authority)*

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.)*

Tax ID Number: 26-0240191
DUNS Number: 798861048

1. The purpose of this modification is to incorporate the Fiscal Year 2011 Performance Evaluation and Measurement Plan, which is attached hereto.

2. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/30/2010

U.S. Department of Energy
Savannah River Site

PERFORMANCE EVALUATION MEASUREMENT PLAN

Savannah River Nuclear Solutions, LLC
CONTRACT NO. DE-AC09-08SR22470

Evaluation Period:
October 1, 2010 through September 30, 2011

Approval Page

Approval:

Approved with the condition that additional PEMP revisions may be necessary after subsequent reviews by DOE-HQ *9/30/2010*

Scott D. Langston
Director
Contracts Management Division
Contracting Officer (CO)
DOE - Savannah Operations Office

Date

Revision Summary Page

Rev. #	Rev. Date	Affected Sections / Pages	Description of Revision
0	10/01/10	All	Initial Issue for this evaluation period

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1. Purpose

This document serves as the fiscal year 2011 Performance Evaluation Measurement Plan (PEMP) identified in Section H-28, *Performance Based Incentives*, of Contract No. DE-AC09-08SR22470 between the U.S. Department of Energy (DOE) Environmental Management (EM) Savannah River (SR) and Savannah River Nuclear Solutions (SRNS) LLC, approved January 10, 2008.

The PEMP is developed annually by DOE and SRNS to provide lessons learned from the previous evaluation period; illustrate performance improvements for the fiscal year, and identify performance incentives and measures for all work performed by the contractor during the evaluation period. Fee-bearing scope and incentives in support of the American Recovery and Reinvestment Act (ARRA) are addressed in a separate PEMP.

The SRNS contract is a cost plus award fee (CPAF) performance-based management and operating (M&O) contract, regulated under Department of Energy Acquisition Regulation (DEAR), Subchapter I, *Agency Supplementary Regulations*, Part 970, *DOE Management and Operating contracts.*

This document addresses development of Performance Incentive Documents between DOE-SR and SRNS. This includes administration of performance measures, including Performance-Based Incentives (PBI), and award fee defined in the contract, Section B, *Supplies or Services and Prices/Costs.*

National Nuclear Security Administration (NNSA) and EM incentives established under the contract are contained in the PEMP as are provisions regarding payment of incentives and award fee. Specific requirements regarding payment of an incentive, or an award fee, may also be included in the incentive document.

2. PEMP Integrated Project Team (IPT)

An Integrated Project Team (IPT) has been established in accordance with DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets.* The team's charter defines specific roles and responsibilities of the IPT. IPT roles and responsibilities are further defined in Savannah River Implementing Procedure (SRIP) 412.1, *Performance Evaluation and Measurement.* Reference Attachment A, *Integrated Project Team (IPT) Charter.*

3. The PEMP Process

The PEMP process for SRNS is based on fiscal year performance as identified in the contract. The PEMP process is further defined in Savannah River Implementing Procedure (SRIP) 412.1, *Performance Evaluation and Measurement.*

3.1 Incorporating DOE, EM and Site Mission{tc "Incorporating DOE, EM and Site Mission into strategic Outcome, Outputs and Measures" \f C \l 3}

The Savannah River Site publishes a Strategic Plan each year in support of DOE-EM and NNSA missions. The Strategic Plan articulates the site vision and missions to successfully execute current missions while welcoming and preparing for new opportunities.

During the past several years federal and contractor staff have worked together to define performance measures for those strategies in order to develop performance statements, metrics and milestones. As a result of this effort, EM, NNSA and site missions are tied to the contract statement of work.

Functional areas of the contract statement of work identify mission-critical outcomes. Outputs and measures define how work is performed in order to meet the outcomes. This framework is used to develop criteria in the Performance Incentive Document.

3.2 Performance Planning

The PEMP is developed with federal and contractor staff input. Both federal and contractor parties strive to reach mutual agreement on expected business, operational and technical performance and work together to develop incentives and award fee descriptions and associated measures tied to key end products, DOE strategic goals and objectives. Incentives and fee demonstrate direct flow down of DOE strategic goals and priorities.

The CO reserves the unilateral right to make final decisions on all performance objectives and incentives (including the associated measures and targets) used to evaluate contractor performance, including any modifications.

The PEMP is revised and approved prior to the beginning of each evaluation period. Only the CO can change the PEMP. No changes will occur to the PEMP in the last 60 days of the evaluation period, unless with bilateral agreement between the CO and the contractor.

3.3 Risk Management

DOE site management uses an integrated risk management process for the EM Life Cycle baseline. This process provides programmatic risk analyses of the EM Scope of Work, establishes a process for identification and management of risks within, and integrates risk data from prime contractors, including SRNS.

The SRS integrated approach to risk management ensures project teams and management are involved in the risk management process: risk identification, grading, handling, impact determination, and integration. The process concludes with preparation of the Risk Management Plan (RMP) and contingency estimates contained in the SRS Risk Summary and Integrated Contingency Analysis. Each project RMP provides a summary

description of the integrated approach employed in the development of a project risk plan.

An assessment process is used to identify risks and opportunities associated with each project. The risks and opportunities are analyzed and handling strategies developed to ensure risks are managed to acceptable levels and opportunities are availed to improve the probability of successful completion of the project work scope. A detailed description of the methodology employed for the risk and opportunity assessment conducted by each of the Integrated Project Risk Teams appears in *Systems Engineering Methodology Guidance Manual.*

3.4 Performance Incentive Document

A Fee Allocation Model is developed by the IPT and used to demonstrate distribution of contract fee based on weighting of funding, priority and complexity. Analysis is used to develop expected fee earning based on the Performance Incentive Documents.

A Performance Incentive Document includes: A Performance Outcome statement, Contract Output performance statements, metrics, Completion Criteria, and Acceptance (documentation) Criteria. The Performance Incentive Document is further defined in Savannah River Implementing Procedure (SRIP) 412.1, *Performance Evaluation and Measurement.*

3.5 Other Incentives

Incentives that are negotiated as a result of the cost reduction process per SRNS-RP-2009-01188, *SRNS Continuous Improvement System Implementation,* will be managed per SRNS Contract clause I.42, DEAR 970.5215-4, Cost Reduction, in conjunction with the SRNS Continuous Improvement Process. This process replaces incentives formerly identified as "Super-Stretch."

The CO may mutually negotiate with the contractor additional available fee for additional work not covered by the available budget. The funds for such work and the associated available fee are funded through the contractor's efficiencies in accomplishing the otherwise funded work. The additional work must be performed in a safe manner meeting all necessary requirements; and the performance of the additional work cannot affect the safe, proper performance of the otherwise funded work. Any additional work will be authorized in accordance with provision in the contract Section H-54 entitled, *Work Authorization System* and is considered above base scope. This additional work falls under the management of DOE O 412.1A, *Work Authorization System.*

Incentives created as a result of implementing the above contract clause and/or directive will be managed per separate contract requirements, and authorized through contract modification.

4. Change Control

1. All proposed changes to Performance Incentive Documents will be discussed at scheduled Performance Fee Board/IPT meetings.
2. Following Fee Board/IPT discussion, the contractor will submit formal correspondence to the Contracting Officer (CO) requesting the proposed change to the Performance Incentive Document. The correspondence should include:
    a. Any proposed change to the original incentive document
    b. Proposed new incentives tied to the current Contract Performance Baseline (CPB)
    c. Proposed fee allocation adjustment between current incentives and/or new incentives
    d. Elimination of current incentives
3. Upon receiving correspondence from the contractor, the CO will consult the appropriate Assistant Manager/Office Director (AM/OD) and Subject Matter Expert to determine:
    a. If the proposed change impacts the CPB
    b. If the proposed change identifies new and/or unfunded scope
    c. If the proposed change impacts multiple site organizations
4. If the proposed change ***does not meet*** any one of the above determinations, the CO will issue correspondence to the contractor approving such change to the Performance Incentive Document that incorporates advice of the AM/OD and/or Subject Matter Expert.
5. If the proposed change ***meets*** any one of the above determinations, the CO will request the contractor develop and submit a Baseline Change Proposal (BCP) for review by the federal (site) configuration control board.
    a. Following the recommendation of the federal configuration control board, the CO will issue correspondence to the contractor approving such change to the Performance Incentive Document that incorporates the advice of the board.
6. The CO will issue a modification to the contract for any change to the currently approved PEMP.
7. The CO may deny any proposed changes to the Performance Incentive Document.

Action directed by CO correspondence is considered to be within scope of work of the existing contract. If the contractor considers that carrying out direction may increase contract costs or delay any delivery, the contractor shall promptly notify the CO orally, confirming and explaining the notification in writing as soon as possible, but within no more than five (5) working days. Following oral notification and submission of the written notice of impacts, the Contractor shall await further direction from the CO prior to implementing the action.

5. Federal Oversight of Contractor Performance

Central to administration of the contract is assessment of contractor performance. All federal staff members performing assessments are expected to understand terms and conditions of the contract. In order to verify performance, a systematic process of assessment, analysis, documentation and feedback will be required. A range of assessment techniques from data/metric reviews and analysis, to review of self-assessments by the contractor, to formal

multidisciplinary assessments will be employed. The assessments will be tailored based on the level of definition of the work requirements and complexity of the function.

Procedures for assessing contract performance are described in the SR Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual.* The intent of the oversight processes described in the manual is to assure contractor compliance with contract requirements, provide for timely identification and correction of deficient conditions, verify effectiveness of completed corrective actions, and pursue excellence through continued improvement. Additionally, the manual is intended to assist DOE in implementing the site contractor oversight system (a management framework of related processes to determine whether federal and contractor assurance programs are performing effectively and/or complying with DOE requirements).

The contractor oversight system is founded on an integrated safety management system (ISMS), emulating DOE P 450.4, *Safety Management System.* SRM 226.1.1 describes processes comprising the contractor oversight system, which enables DOE to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE-SR oversight of contractor performance.

The contractor oversight system provides DOE site management information needed to make informed decisions regarding both contractor and DOE performance and to determine whether program corrections are necessary. Communicating requirements and expectations to the contractor is an essential component in the contractor oversight system. Requirements and expectations are communicated through the Statement of Work, special clauses, contract modifications, and through technical direction by the CO or representative.

SRM 226.1.1 provides detailed requirements for standardized scheduling, planning, conducting, reporting, and follow-up and closure activities for Type 1, 2, and 3 Assessments. Assessments are designed to provide managers with meaningful, accurate, and current information on the status of program compliance, productivity, and quality. Use of standardized assessment methods is a key feature of DOE site performance assurance.

6. Performance Evaluation

Upon completion of performance criteria described in the Performance Incentive Document, the contractor will document completion in the Fee Invoicing System (FIS) and forward the documentation to the relevant DOE organization technical representative, who in turn will perform a verification of documentation to confirm output criterion has been met. This may also require an in-field validation.

Upon verification, recommendation is forwarded through management to the Performance Fee Board. The Board verifies documentation provided demonstrates satisfactory completion according to performance incentive requirements through presentation by the AM/OD, and peer-level discussion. Fee recommendation (to the FDO) will be made according to the Performance Incentive Document.

The contractor may perform self-assessment of their performance. The Board will review any assessment provided by the contractor. If the Board does not concur with the contractor's self-evaluation and recommendation, all such disagreements shall be expressed in a performance evaluation letter to the contractor. The contractor shall submit written comments and any supporting documentation to the Board within five (5) working days of receiving the evaluation letter. Within ten (10) working days of receiving any contractor comments or reclama, the Board shall provide the FDO a recommendation, including amount, rationale, and justification.

Disputes that occur during verification, and resolution is not forth coming between the contractor and the appropriate AM/OD, will be resolved by the Performance Fee Board during regularly scheduled meetings.

7. Payment of Fee

The contractor requests fee payment by submitting an invoice. Following verification by the relevant AM/OD recommendation is forwarded to the Performance Fee Board and FDO. The FDO determines fee payment, following Performance Fee Board review and recommendation. Determination of fee earned is the unilateral decision of the FDO.

The contractor will be advised in writing of the amount and basis of the performance incentive fee determination. Performance incentive fee not earned during the performance period will not be allocated to future performance periods. However, fee may be allocated to new performance-based incentives as developed by the IPT, as long as the completion of the newly developed incentive does not extend beyond the evaluation period.

Fee is considered provisional throughout the performance period. The FDO determines the total fee awarded to the contractor. Fee may be reduced per contract Section B.5 *DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (JAN 2004) ALTERNATE II |JAN 2004) |DEVIATION).*

Total available fee amount earned payments are made by direct payment or withdrawn from funds advanced or available under the contract, as determined by the CO. The CO may offset against any such fee payment the amounts owed to the government by the contractor, including any amounts owed for disallowed costs under the contract. No base fee amount, or total available fee amount, payment may be withdrawn against the cleared payments financing arrangement without the prior written approval of the CO.

The contractor has developed an automated Fee Invoicing System (FIS) that uses measurement data from each Performance Incentive Document. The contractor works with DOE to identify appropriate DOE approvers. The system assigns responsibility to each output so that the routing process ensures appropriate review by federal and contractor staff. Time limits are assigned to each step to ensure smooth processing and timely approvals. The system notifies responsible approvers when the review / approval allotted time has been exceeded.

8. Government Furnished Services/Items (GFS/I)

GFS/I are factored into the final fee determination for this incentive contract. GFS/I are identified in the Basis of Estimates (BOE) found in WBS dictionaries for specific tasks. The purpose of the GFS/I are to identify inherent government responsibilities that may pose some level of risk to the contractor in completing award fee or performance based incentives. GFS/I are the burden of the government, mutually accepted as part of the performance agreement. If the government fails to achieve GFS/I equitable adjustment may be made specific to the incentive. These adjustments, however, cannot exceed the maximum available fee for the specific incentive.

9. Reporting Requirements

The contract requires each report must be accompanied by a letter or other document which:

- Identifies the contract number under which the item is being delivered; and
- Identifies the contract requirement or other instruction which requires the delivered item(s).

The contractor is responsible for maintaining all records and controlled documents related to the PEMP per DOE O 200.1, *Information Management Program*, and DOE Order 243.1, *Records Management Program.*

10. Fee Allocation Model

2011 SRNS Fee
($)

	Available Fee
EM - Base*	
PBS (11C, 12, 20)	**25,662,746**
NNSA	
DP - Tritium	12,437,254
NN	11,650,000
Total NNSA	**24,087,254**
Total EM Base & NNSA	**49,750,000**

* Excludes ARRA

2011 SRNS PBI Fee Structure Supporting EM & NNSA
$49,750,000

	Award Type	Contract Output	Avail Fee (000)	Description
EM				
Nuclear Materials			**8,600,000**	
	Objective	NMO-1	3,950,000	Receive, Store, characterize, dispostion uranium materials & SNF
		NMO-2	2,060,000	Receive, Store, characterize, dispostion plutonium materials
		NMO-3	1,490,000	Uranium and Plutonium throughput improvement & preparation
		NMO-4	1,100,000	Infrastructure / Facility life extension
SRNL			**2,000,000**	
	Objective	SRNL-1	1,250,000	Enable EM Mission Accomplishment
		SRNL-2	650,000	Enhance SRNL Infrastrucure and Facility Safety
		SRNL-3	100,000	Establish SRNL as a preferred partner for industry,universities and small businesses
Site Infrastructure			**2,000,000**	
	Objective	IS-1	600,000	Biomass Project Support
		IS-2	700,000	D Area Reliabilty Enhancements
		IS-3	200,000	Sustainabilty Plan
		IS-4	300,000	Road C and Road 4 - rebuild, repair & repave
EM Management Comprehensive				
All EM Organizations	Subjective	MGT-1	**8,900,000**	Improve Management Effectiveness and Control of activities
Safeguards & Security	Objective	MGT-2	**200,000**	
			50,000	Complete installation & startup of Argus components for Bldg 723-A
			150,000	Complete installation & startup of Argus components for remaining A & B Area Bldgs
Safety	Objective	MGT-3a	**100,000**	Enterprise Integrated Safety Management - Exposure Assessment (EISM-EA)
Safety	Objective	MGT-3b	**350,000**	Medical Efficiency Improvements
Integrated Groundwater	Objective	MGT -4	**200,000**	
			100,000	Issue Project Plan to baseline current site plan
			50,000	Issue Groundwater Technical Assessment
			50,000	Issue SRS integrated Groundwater Program Plan
Quality Assurance	Objective	MGT -5	**200,000**	
			50,000	Update impacted procedures (est. 5 new procedures & 26 revisions)
			50,000	Develop & deliver training for Procurement & Engineering
			100,000	Implementation of NQA-1-2008 requirements
COBRA Implementation	Objective	MGT -6	**200,000**	
			50,000	Complete COBRA implementation
			50,000	Determine COBRA interfaces with new Finance replacement systems
			100,000	Determine COBRA interfaces with new Procurement replacement systems

(Continued next page)

Business Process Modernization	Objective	MGT -7	**750,000**	
			125,000	Complete Installation & SRNS Aceptance Testing of Gen Ledger Phase 1
			500,000	Attain system design Stage Exit for Supply Chain Mgmt Phase 2
			125,000	Complete installation & acceptance testing of the Supply Chain Mgmt Phase 2
Work Force Services	Objective	MGT -8	**150,000**	
			25,000	Expand Talent
			25,000	Increase Leadership Develoment
			25,000	Continue developing Future Workforce labor resource pipelines
			25,000	Take BCBS Business to Bid
			50,000	Implement revised Actuary Processes
Risk Management	Objective	MGT -9	**450,000**	
			150,000	Complete assessment of current risk & opportunity mgmt processes
			150,000	Conduct analysis of high value risks currently identified
			150,000	Develop a risk end state vision action plan
Supplier Diversity	Objective	MGT -10	**100,000**	Consistent with Prime Contract, meet mutually agreed to goals for FY2011
Comprehensive Site Planning	Objective	MGT -11	**1,000,000**	
			700,000	Implement an integrated Comprehensive Planning System
			100,000	Improve FIMS Data Base
			100,000	Complete Condition Assessments on 20% of Real Property Assets
			100,000	Develop a process to identify completed Deferred Maintenance in FIMS
Baseline Process Improvements	Objective	MGT -12	**150,000**	
			125,000	Develop & deliver an integrated baseline management & control process
			25,000	Incorporate lessons learned from FY2011-2015 Baseline development
Interface Management	Objective	MGT -13	**150,000**	
			100,000	Improve cost tracking capability of site tenant scopes
			50,000	Assist DOE in integration efforts
Continuous Improvement	Objective	MGT -14	**162,746**	Demonstrate the impact of Continuous Improvement deployment
Total EM				
Nuclear Material			6,600,000	
SRNL			2,000,000	
Site Infrstructure			2,000,000	
Management Comprehensive			13,062,746	
			25,662,746	65% Objective, 35% Subjective

(Continued next page)

NNSA

Tritium Programs		**12,437,254**	45% Objective, 65% Subjective
	TP-01	3,109,314	Support Nuclear Weapons Stockpile
	TP-02	373,118	Extraction of Tritium from TPBARS
	TP-03	248,745	Conduct R&D and ST&E related to mission of SRSO
	TP-04	621,863	Support Tritium Programs by safe and efficient execution
	TP-05	1,243,725	NNSA Multi -Site Incentives
	TP-06	2,487,451	Operations: Maintain Tritium Facilities
	TP-07	1,865,588	ES&H and S&S: : Maintain Tritium Facilities
	TP-08	2,487,451	Business: Maintain Tritium Facilities
Nuclear Nonproliferation		**11,650,000**	
Less Funding for EM		600,000	MOX support
		3,900,000	PDC
		6,900,000	WSB
		250,000	Pu Disp Inf
Total NNSA (Excluding Funding to EM)		**24,087,254**	

Total Fee Available

Total EM	25,662,746
Total NNSA	24,087,254
Total Fee Available	**49,750,000**

Attachment A, Integrated Project Team (IPT) Charter

INTEGRATED PROJECT TEAM (IPT) CHARTER

IPT NAME: PEMP Integrated Project Team (IPT)

LEVEL OF IPT: Savannah River Operations Office, Deputy Manager for Business Operations

IPT MISSION/OBJECTIVES

The purpose of the IPT is to provide site senior federal management a process for evaluating and measuring performance tied to strategic goals. This charter defines roles, responsibilities, authorities and accountabilities for this process. The mission of the IPT is to lead performance, and help avoid potential barriers to success.

The DOE-SR Executive Sponsor for the IPT is the Deputy Manager. The IPT Lead is the Assistant Manager for Integration and Planning (AMIP). The IPT will be composed of both federal and contractor employees. Federal members will include the Deputy Manager for Cleanup Operations, the M&O Manager of Contract and Subcontract Management, Technical Leads, NNSA SRSO Manager and NNSA NA-262. Contractor members will include the Management and Operations (M&O) Vice President for Site Integration, the SRNS Manager of Contracts and Subcontract Management, and Technical Leads. The IPT will be augmented, as necessary, with Subject Matter Experts as well as matrix support personnel (both federal and contractor) who possess specific competencies and the skill and expertise required for successful execution of the projects.

The Performance Fee Board will be comprised of select Federal IPT members responsible for reviewing all submitted invoices for payment determination, and making recommendations to the Fee Determining Official (FDO).

SCOPE OF IPT RESPONSIBILITIES

The IPT will:

- Provide input to develop and approve Performance Incentive Documents
- Monitor progress made in completing work
- Support the invoicing, validation and approval process.

The IPT shall meet:

- Regularly to monitor progress of submitted invoices for payment
- Identify incentives that will be complete in the next 30 days
- Identify and discuss any changes to incentives

IPT Executive Sponsor

The IPT Executive Sponsor will provide performance input to the IPT Lead and members.

The IPT Executive Sponsor will also be the senior DOE member on the Performance Fee Board.

IPT Lead

The IPT Lead is the federal official responsible for project success. In accordance with DOE O 413.3A and DOE M 413.3-1, the IPT Lead shall perform the following:

- Charter and lead the IPT
- Schedule and hold IPT meetings
- Request support from the DOE functional resources as required to resolve issues
- Assess contractor performance
- Identify and resolve critical issues
- Present any performance evaluation and measurement issues that cannot be resolved by the PEM IPT to the appropriate SR authority for final decision

IPT Members

IPT members are responsible for supporting the IPT Lead in fulfilling technical and project management responsibilities during project execution. Members conduct and/or coordinate activities for their respective organizational element or functional area of responsibility. The members are assigned specific roles and responsibilities for project success and report to the IPT Lead for execution of these responsibilities. IPT members shall perform the following generic responsibilities:

- Ensure interfaces are identified, defined, and documented
- Review and assess performance and project status against parameters, baselines, milestones, and deliverables
- Support the IPT Lead
- Review and comment on deliverables

The names of IPT members are current as of the issue date of this charter. Names or functional responsibilities may change at the discretion of the IPT Lead without having to modify or update this charter.

The Table identifies the members of the IPT, the Performance Fee Board and the Technical Leads.

NAME	FUNCTION	ORGANIZATION

HINTZE, Doug	IPT and Fee Board Lead	Assistant Manager for Integration and Planning
DEAROLPH, Douglas	NNSA Performance Fee Board Member IPT Member	Manager NNSA SRSO
CLARK, William	NNSA Alternate Performance Fee Board Member IPT Member	Manager NNSA NA-262
LOVETT, James	IPT Member	DOE M&O Contracting Officer
BILSON, Beth	IPT Member	SRNS VP Business Services
TEMPLE, John	IPT Member	SRNS M&O Manager of Contract and Subcontract Management
CHRISTIAN, John	DOE IPT Technical Lead	Mission Planning Division
PENNINGTON, Michele	SRNS IPT Technical Lead	SRNS M&O Business Services
MOODY, Dave	DOE Fee Determining Official	DOE Site Manager

Attachment B, Performance Incentive Documents
The Performance Incentive Documents for FY2011 are attached.

Management Comprehensive Incentive Document
Infrastructure Incentive Document
Office of Laboratory/SRNL Incentive Document
Nuclear Material Stabilization Project Incentive Document
Tritium Incentive Document
Nuclear Non-Proliferation Incentive Document

Performance Incentive Document

PBI Number:	SRNS2011MGT	
Activity Name:	Management Comprehensive	
WBS Number:	Multiple	
Performance Period:	October 1, 2010 - September 30, 2011	
Allocated Fee:	$8,900,000 (Subjective) $4,162,746 (Objective)	
Revision Number:	0	
Senior level manager name:		Doug Hintze
Senior level supervisor/division manager name:		TBD
Performance Outcome:		
Implement management processes and systems providing timely, accurate and traceable information to enable more transparent and efficient execution of SRS missions. This incentive is a hybrid incentive, containing subjective and objective elements. The subjective element uses an adjectival rating to measure technical performance, cost control, schedule performance and business relations / management for all of the fiscal year 2011 incentives. The objective elements identify specific completion and/or acceptance criteria.		

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Contract Output: SRNS2011MGT-01 – Subjective Milestone
Improve management effectiveness and control of activities.

This Contract Output will receive an adjectival grade and numerical score. The following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Adjectival Rating	Percent of allocable fee	Definition
Exceptional	90-100	**Technical** – Met all performance requirements/Exceeded 20% or more; Minor problems/Highly effective corrective actions/Improved performance and quality results **Cost Control** – Significant reductions while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost issues/Effective corrective actions facilitated cost reductions **Schedule (Timeliness)** – Significantly exceeded delivery requirements (All on-time with many early deliveries to the Government's benefit); Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Highly professional/Responsive/Proactive; Significantly exceeded expectations; High user satisfaction; Significantly exceeded SB/SDB subcontractor goals; Minor changes implemented without cost impact/Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Very Good	81-90	**Technical** –Met all performance requirements/Exceeded 5% or more; Minor problems/Effective corrective actions **Cost Control** – Reduction in overall cost/price while meeting all contract requirements; Use of value engineering or other innovative management techniques; Quickly resolved cost/price issues/Effective corrective actions to facilitate overall cost/price reductions **Schedule (Timeliness)** – On-time deliveries/Some early deliveries to the Government's benefit; Quickly resolved delivery issues/Effective corrective actions **Business Relations/Management** – Professional/Responsive; Exceeded expectations; User satisfaction; Exceeded subcontractor goals; Limited change proposals/Timely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Satisfactory	50-80	**Technical** – Met all performance requirements; Minor problems/Satisfactory corrective actions **Cost Control** – Met overall cost/price estimates while meeting all contract requirements **Schedule (Timeliness)** – On-time deliveries; Minor problems/Did not effect delivery schedule **Business Relations/Management** – Professional/Reasonably responsive; Met expectations; Adequate user satisfaction; Met subcontractor goals; Reasonable change proposals/Reasonable definitization schedule; number and significance of audit findings, response to audits and associated corrective actions.
Marginal	26-49	**Technical** – Some performance requirements not met; Performance reflects serious problems/Ineffective corrective actions **Cost Control** – DO not meet cost/price estimates; Inadequate corrective action plans/No innovative techniques to bring overall

		expenditures within limits **Schedule (Timeliness)** – Some late deliveries; No corrective actions **Business Relations/Management** – Less professionalism and responsiveness; Lower user satisfaction/No attempts to improve relations; Unsuccessful in meeting subcontractor goals; Unnecessary change proposals/Untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.
Unsatisfactory	0-24	**Technical** – Most performance requirements are not met; Recovery not likely **Cost Control** – Significant cost overruns; Not likely to recover cost control **Schedule (Timeliness)** – Many late deliveries; Negative cost impact/Loss of capability for the Government; Ineffective corrective actions/Not likely to recover **Business Relations/Management** – Delinquent responses/Lack of cooperative spirit; Unsatisfied user/Unable to improve relations; Significantly under subcontractor goals; Excessive unnecessary change proposals to correct poor management; Significantly untimely definitization of change proposals; number and significance of audit findings, response to audits and associated corrective actions.

Up to $8,900,000 of the Comprehensive PBI will be paid for Contract Output 1. Per contract clause H-33: PROVISIONAL PAYMENT OF INCENTIVE FEE, the contractor may request monthly provisional fee payments for subjective incentives up to 1/12th of 50% of the total subjective fee for the performance period. Provisional fee is not considered earned fee and is contingent upon a final fee determination by the Fee Determination Official.

Description/Background/Justification:

To achieve its vision and implement all desired management improvement efforts will require an organized, systematic approach to project execution. EM has developed and implemented the EM Program Management System (EMPMS) to clarify roles and responsibilities, to provide for more integrated operations, and to further establish a solid baseline for workforce planning.

The EMPMS is a performance-based management system. Performance-based management uses performance measurement information to help set agreed-upon performance goals, to allocate and prioritize resources, to inform managers so they can manage program activities to meet those goals, and to report on their status. It also offers opportunity to learn from any failures in performance and to continuously improve management practices.

The Performance Fee Board, as identified in the Performance Evaluation Measurement Plan (PEMP) will survey the following organizations:

<u>Deputy Manager of Business</u>
Office of External Affairs
Office of Chief Counsel
Office of Support Services
Office of Civil Rights
Chief Financial Officer
Office of Human Capital Management

Assistant Manager for Integration and Planning

Deputy Manager of Closure
Assistant Manager for Closure Projects
Assistant Manager for Nuclear Material Stabilization Projects
Assistant Manager for Waste Disposition Projects
Office of Safety and Quality Assurance
Office of Safety, Safeguards and Emergency Services
Office of Acquisition Management
Office of Laboratory Oversight

SRNS organizations will provide monthly self-assessments throughout the performance period to provide contractor feedback in cross-cutting areas of performance, such as safety, efficient use of trained and qualified human capital, quality, continuous improvement, cost effectiveness, timeliness of deliverables, compliance with contract, etc. The self-assessments will be used to measure and report contractor technical performance (quality of product/service), cost control, adherence to schedule, and business relations / management as these relate to the contractor support of the individual and collective DOE organizations. These self-assessments will be captured on the electronic web-based DOE Scorecard and used to facilitate enhanced communication between DOE-SR and SRNS.

These assessments are critical to record contract performance that is considered implicit, or subjective. Clear measures will be defined and consistent with standards of reporting contractor performance (FAR 42.15, FAR 15.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.15.

Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against subjective measures is determined by the government, which will consider the related conditions under which the work was performed and the contractor's specific performance as measured against the government's objective.

What follows is a listing of organizations and suggested performance measures that will be subject to survey on a regular periodic basis. The listing represents only a sample of performance measures; customer service is an implicit performance expectation. Both federal and contractor employees will strive to reach mutual expectations and conduct beneficial communications in support of site missions.

Office of External Affairs:

SRNS Public Affairs builds and maintains stakeholder trust and confidence through:

- Frequent and effective message development and communications with key SRNS stakeholders;
- Building and maintaining credibility with key media outlets on a local, regional and national basis;
- Developing and implementing proactive employee communications in support of the SRNS Employment Engagement Plan;
- Developing and implementing SRS and SRNS executive and business communications to targeted community

organizations and media outlets;
- Providing video and still photography direction, production and documentation of SRNS and SRS activities – including in hazardous and high-security areas;
- Developing and implementing comprehensive community relations programs for areas surrounding SRS;
- Maintaining effective government relations for SRS at local, state and Federal levels;
- Implementing the DOE education outreach initiatives and mandates on Historical Preservation;
- Implementing DOE public tours program in conjunction with providing visitor support planning and execution for mission related tours and visits;
- Providing guidance, direction and implementation of events for SRNS and DOE-SR.

Office of Chief Counsel:

The Contractor shall provide general planning, management and administrative services for all its legal advice, services and litigation for itself, and for other organizations as directed by the CO.

Office of Support Services:

The Contractor shall provide general planning, management and administrative services for all its business activities and for other organizations as directed by the CO.

Office of Civil Rights:

- Maintain essential elements of a Model Equal Employment Opportunity program
- Demonstrate firm commitment to equality of opportunity for all employees and applicants for employment.
- Strive to meet DOE-SR expectations to be model employers in the area of workforce equal employment opportunity and diversity, and provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at the site as specified in applicable state and federal laws and regulations.

Chief Financial Officer:

- Provide timely and accurate submittal of monthly Spend Plans for all major and minor Budget and Reporting (B&R) codes prior to issuance of DOE-SR monthly FinPlan. Submittal shall include all funds control points and should be received by DOE-SR on or before the 15th day of each month.
- Manage overhead (G&A, ESS, Dept. O/H) consistent with DOE-SR's Program Execution Guidance (PEG) letters.
- Review service center and unit bill pools for opportunities to reduce cost.
- Provide timely and accurate performance of SRNS internal audits consistent with Approved Audit Plan.
- Provide timely and accurate communications to DOE-SR of emerging budget and financial issues.
- Provide timely and accurate reporting of contractor (SRNS) financial data to DOE corporate financial systems. Monthly submission of Integrated Contractor accounting data is due by noon (local time) on the 2nd business day following the end of the accounting period. Data includes the "Statement of Cash Activity" and the IC Interface.
- Provide timely and accurate responses to all scheduled monthly, quarterly and annual financial statement/financial reporting requirements. Requirements will be defined and transmitted to SRNS via DOE accounting schedule maintained by the DOE CFO Finance Division. Ad hoc requirements will be transmitted and scheduled on a case-by-case basis.
- Provide timely and accurate responses as required to support and satisfy DOE IG/KPMG financial statement audit requirements. Requirements will generally be scheduled within known audit schedules; however, requirements may be ad hoc at times.
- Perform self-assessment of selected contractor financial/accounting policies/procedures to update, incorporate best practices, and insure continued compliance with DOE requirements. Or, provide assurance that policies/procedures are current and in compliance.
- Report monthly by the 15th day current and cumulative costing actuals by all major and minor Budget and Reporting (B&R) codes for cost actuals tracking and variance analysis against the Spend Plan. This is a

measure of cost planning accuracy to costing actuals. The cost variance metric is to stay within plus or minus 5%.

Assistant Manager for Closure Projects:

- Technical Performance
  - Continue project field performance, including technology deployment
  - Continue progress towards meeting DOE energy intensity reduction goal
  - Contribute toward achieving all high performance sustainable building goals
  - Continue successful operation of aged equipment and systems
  - Safety metrics (TRC, DART, etc.)
  - Implement effective feedback and improvement (e.g., MFO, BBS, lessons learned, etc.)
  - Submit quality reports/key documents (e.g., ORPS reports, annual and quarterly reports, planning documents, RODs, etc.)
  - Comply with regulatory requirements, permits, inspections
  - Operate and improve various infrastructure systems
- Cost Control
  - Develop and maintain an infrastructure IPL
  - Complete additional tasks through effective cost management practices
  - Perform projects within baseline cost (EVMS)
  - Reduce project cost
- Schedule (timeliness)
  - Complete annual environmental reports on time
  - Provide timely notifications to DOE regarding abnormal field events
  - Conduct prompt, effective, fact finding meetings and thorough investigations
  - Customer support to others
  - Corporate support
  - Perform projects within baseline schedules (EVMS)
- Business Relations/Management
  - Identify and implement effective, auditable corrective actions that correct the deficiency, and track them to closure
  - Maintain regulatory documents

Assistant Manager for Nuclear Material Stabilization Projects:

- Support programmatic studies on an as needed basis
- Develop and submit Nuclear Materials planning assumptions and planning assumptions roadmap to include a plan, approved by SRNS and issued by 11/30/10, to accomplish disposition of 400 kgs of Pu by the end of FY12. Based on a review of the plan by DOE-SR, the NMO PBI (SRNS2011NMO) may be revised.
- Support overall cost effectiveness by quickly resolving cost issues and identifying opportunities to become more cost effective via improvements or corrective actions
- Provide "lessons learned" from significant readiness reviews or investigations and share with others (DOE, management, other sites, stakeholders, etc.) as appropriate.

Assistant Manager for Waste Disposition Projects:

- The Contractor shall manage the Solid Waste Program to safely and effectively prevent and/or minimize the generation of solid waste to include hazardous, low level, transuranic, mixed, and municipal sanitary wastes. The Contractor shall ensure that the handling, treatment, storage, transportation and disposal of existing "legacy" and future solid waste is environmentally sound and in compliance with DOE Directives, and applicable regulations and requirements.
- The Contractor shall manage and integrate site-wide solid waste recycling, treatment, storage, disposal and transportation activities and implement waste minimization/pollution prevention initiatives. The Contractor shall also provide on-site/off-site waste generators with technical support and verification of compliance with waste acceptance criteria, including Safety Basis and Performance Assessment objectives.

Assistant Manager for Integration and Planning:

Project Management and Project Controls (DOE O 413.1B)

Provide support to federal project management and project controls systems (Earned Value Management System, Risk Management, Baseline and Budget Planning, Environmental Liability) as described below:

Scheduling:

- Identification of Risk trigger points
- Identification of GFS/I, and planning for communication, initiation and closure of GFS/I
- Identification of Regulatory milestones
- Identification of PBI
- Full integration of cost, schedule and scope
- Improve schedule communication and reporting

Earned Value Management System:

- Certification and maintenance of EVMS
- Development and implementation of a robust EVMS surveillance program
- Provide timely and accurate detailed explanation of EVM variances
- Provide timely resolution and/or well developed proposals to improve negative trends or errors
- Institutionalize DOE Order 413 across all projects

Risk Management:

- Full integration of Risk Management into the Project Management process
- Assist DOE with the development/integration of the risk management process throughout the site and with other DOE prime contracts
- Improve Risk Management communication process between SRNS and DOE
- Complete integration of SRNS risk process with a single point of contact for technical, estimate, and schedule risks
- Provide risk documentation in a timely manner to support the DOE mission.
- During the risk assessment process make sure that the risk analysis is thoroughly documented (e.g., assumptions, risk impact, basis of calculations, etc.) with input from all stakeholders
- Hold regularly scheduled meetings that involve DOE to discuss and track (monitor) the project risk status

Baseline and Budget Planning:

- Be responsive to and actively participate in developing integrated and defensible site wide budgets as requested by DOE
- Provide accurate and timely turnaround of data to develop creditable planning estimates.
- Propose cost effective alternatives to the budget
- Maintain integrated contract performance baseline
- Effectively communicate changes in direct and indirect work scope and rate changes to all Project Management Staff (DOE and SRNS) and how those changes impact the cost and schedule of other site or departmental programs

Environmental Liability:

- Timely delivery of actual cost and out year cost estimate and any known changes or adjustments to the cost estimates as requested by DOE
- Provide assistance during the annual headquarters environmental liability audit by being available to discuss the methodology used in the development of the cost estimates to the auditors when requested
- Have sufficient documentation to support and defend the cost estimates that are submitted to book the environmental liability in the official DOE accounting system

Site Planning & Real Property (DOE 430.1B)
Provide support to federal program management of site planning & real property as described below:

Site Strategic Planning:
- Coordinate strategic planning process for the Savannah River Site (SRS)
- Publish strategic planning documents as identified by federal program management
- Develop and document horizontal and vertical linkage within and between SRS strategic performance measures and metrics
- Support the development of the EM Program Management Plan (PMP).

Real Property Asset Management:
- Manage integrated site real property process in accordance to DOE Order 430.1B
- Enhance and deliver Ten Year Site Plan which incorporates an integrated landlord approach to assess real property assets with respect to mission requirements, a 10 year IFI crosscut budget that identifies projects and funding requirements necessary to sustain mission requirements, and designation of facilities according to mission criticality with projections when facilities will become excess and available for disposition.
- Assist federal program management with the integrated real property asset management process

Cost Management:
- Assist federal project management with the development of the monthly cost reporting of ECES data into EM ECAS system.

Site Integration and Performance Management
Provide support to federal program management of site integration and performance as described below:

Site Interface Management:
- Develop and maintain site interface process, policy and procedures, and communication of the interface process, procedures and issues
- Develop interface agreements and issue resolution metrics

Performance Measurement Development & Tracking:
- Develop performance measures aligned with the site strategic plan
- Develop, analyze and report performance metrics that are associated with goals and objectives outlined in management and measurement plans
- Develop and track performance-based incentives
- Develop and provide training to evaluators and staff responsible for administering the program on a daily basis.

Process Excellence and Continuous Improvement:
- Supply centralized resources for implementing the Continuous Improvement System (CIS) and facilitating Continuous Improvement (CI) growth
- Facilitate implementation of SRNS initiatives to demonstrate and promote the importance of CI results that leverage customer focused outcomes, improved process efficiency, increased workforce productivity, and greater financial impact
- Communicate CI achievements as a means to encourage employee participation in CI activities and recognition of CI leadership within SRNS

Business Systems:
- Effectively manage project resources that maximize value and return on investment for project funding
- Implement concurrent process improvements in business processes and systems that will assure the modernization project captures best practices, and prevents the automation of an existing ineffective or outdated process

- Identify key personnel required for system operation and maintenance following installation and start-up of new process. Manage project and support staffing to prepare personnel to fill roles identified for system operation and maintenance.

Business Transformation:

- Evaluate impacts of proposed project changes on operating costs following project completion. Identify and present opportunities for improvement that reduce future operating costs while improving stakeholder satisfaction.
- Develop BPMP system architecture with provisions for integration of additional business systems that also require modernization and may be established in future business system improvements
- Develop strategies to minimize the degree of customization required for implementation of selected vendor software

Stakeholder Involvement:

- Maintain project transparency that provides visibility of project goals, scope changes and key performance metrics for DOE and other stakeholders.
- Establish assessment criteria and performance measures to address stakeholder involvement, reengineering core business functions, and establishing improved business processes.

Office of Safety and Quality Assurance:
The words below are not intended to add requirements to the M&O Contract words found in Section C of the Contract.

- Manage site Quality Assurance Program in accordance with DOE O 414.1C and 10CFR 830, Subpart A.
- Develop baseline QA Staffing Plan and enhance staffing as appropriate.
- Develop QA Performance Measures in alignment with goals and objectives and report to DOE-SR on a monthly basis.
- Manage site Radiation Protection Program in accordance with 10CFR 835 (Does not include Parsons or MOX).
- Manage the site Corrective Action Management Program (CAMP) in accordance with DOE O 414.1C and DOE O 470.2B.
- Manage the improvement initiatives necessary to fully comply with the SRS corrective action management procedure MRP 4.23, in accordance with DOE O 226.1A, DOE O 414.1C and NQA-1.
- Manage the site Lessons Learned/Operating Experience Program in accordance with DOE O 210.2.
- Manage site Price-Anderson Amendments Act (PAAA) noncompliance and Worker Safety and Health (WSH) regulation noncompliance reporting program and associated corrective actions in accordance with 10 CFR 820, appendix A (PAAA) and 10 CFR 820, appendix A (PAAA) and 10 CFR 851 (WSH).
- Manage site occurrence reporting program (ORPS) in accordance with DOE Manual 231.1-2.
- Manage the fire protection program in accordance with SRID Functional Area 12 and DOE Guide 420.1-3. Maintain program integration with other site contractors performing fire protection work (SRR). Staff and maintain the SRS Fire Department in accordance with the latest approved Baseline Needs Assessment.
- Manage the SRNS site Standard/Requirements Identification Document (S/RID) Program for the identification of ES&H standards/requirements in accordance with DOE O 251.1C and S/RID Functional Area 01, Management Systems, S/RID Requirement Number 01.04.155.
- Assess, measure, document, and control employee exposure to workplace chemicals, physical hazards, and environmental conditions in such a manner as to prevent adverse impacts on employee health and well-being and ensure compliance with all applicable regulations (e.g. 10 CFR part 851, 10 CFR 850).
- Improve Hazards Analysis process/procedure to address internal and external assessment issues per established schedule.
- Implement effective Worker Safety and Health Program for all SRNS workforce (i.e. Operations, Construction, and Subcontractors) in accordance with 10 CFR 851 requirements.
- Establish educational programs for Industrial Hygienist and Technicians for continuing education in the industrial hygiene field. Make provisions for industrial hygienists to attend AIHA conference as resources allow.
- Complete and update baseline for Industrial Hygiene program and conduct periodic walk-throughs to determine if any changes in process, chemicals, and controls per the SRNS Exposure Assessment Process.
- Develop sampling strategy based upon hazard assessments and sampling priorities in SRNS facilities.

- NI/PISA Closure
  - Develop and track metrics for timely closure of NIs and PISAs
- USQ Quality
  - Develop plan for measuring and tracking USQ screening quality as an intermediate milestone
  - Measure performance against goals established in plan
- Nuclear Safety Training and Qualification
  - Submit training and Qualification plan as an intermediate milestone including performance goals
  - Meet performance goals established in plan
- Safety Basis Process Improvement Initiative
  - Submit final report including improvement recommendations

Office of Safeguards, Security and Emergency Services:

- Joint monthly review meetings are held. At the conclusion of these meeting, DOE will provide a grade for the four categories: Technical, Cost Control, Schedule (Timeliness), and Business Relations / Management.

Office of Acquisition Management:

- Measure the extent to which sensitive and high risks personal property subject to physical inventory is located during annual inventory. Inventory data is tabulated either manually or by an automated system and extracted for sensitive and high risk items. The amount that was physically located divided by the amount of formal accountable items subject to physical inventory. Annual Inventories are required of both Federal and contractor entities in order to ensure the accountability and system integrity of the personal property management program. The improper handling of sensitive and high risk items poses a considerable risk to the Department. Inventories of these types of items are conducted annually and require discipline.
- Personal Property Monthly Walk Through Program
- Management of subcontracting and purchasing
- Develop, as required by the clause in Section I entitled, DEAR 970.5244-1 "Contractor Purchasing System," procedures for evaluating the ES&H records of companies submitting offers/bids/proposals for performing subcontract work in Government-owned or leased facilities under the contract.
- Management of Contractor Human Capital Programs (Defined Benefit Plan, Compensation, Employee Relations, Labor Relations, Workforce Alignment & Re-structuring, etc.)

Office of Laboratory Oversight:

SRNL's three-fold mission is to enable the success of SRS operations; to provide technical leadership for future site missions; and to utilize its technical expertise to provide vital national and regional support in achieving the broader goals of DOE and the federal government in a safe manner. In addition to progress against SRS Strategic Plan goals, performance will be evaluated in the following areas:

- Safe and Secure Operations: Provide a work environment that is protective of workers and the environment through a robust ISMS and ISSMS and performance assurance process. This includes evaluation of SRNL conduct of operations; radiological performance; nuclear safety; quality assurance; feedback and improvement; safety, environmental and security performance; and emergency management.
- Support to SRS and EM Mission Accomplishment: Meet SRS and EM customer milestone and schedule commitments; conduct activities within budget; provide high quality and technically sound products, advice, and communications with customers and DOE; and meet customer technical expectations.
- Progress towards operating SRNL as a defined work activity within the overall M&O contract structure: Implement a clear and consistent vision and effective plans to meet program and DOE goals including fiscal requirements while evaluating alternative options.
- Institutional Management: Progress in timely development and implementation of quality planning documents; use of corporate resources and advisory boards; articulation of a clear and consistent vision; and maintenance of core competencies. Effectively manage laboratory projects on schedule and within budget.
- Laboratory Infrastructure and Maintenance: Effectively manage projects to meet commitments; develop quality and timely documentation to support new projects; develop and implement a comprehensive infrastructure

plan; and identify and pursue potential funding strategies to address critical need projects.

- Effectiveness of SRNL as EM's Corporate National Laboratory: Progress in implementation of a strategy to be EM's center for coordination of research, development, and deployment of technologies to cleanup the environmental legacy of the Nation's nuclear programs. Diversify customer base and funding sources for SRNL to increase efficiencies for the benefit of customers. Implement an effective LDRD program.
- Support to National Priorities: Diversify customer base for national and nuclear security; energy security; hydrogen and other initiatives. Meet customer milestone, schedule and quality requirements. Increase opportunities for continued growth through partnerships with industry, academia and small businesses.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT-01.01	9/30/2011	Up to $8,900,000	Provide a monthly report measuring technical, cost, schedule performance and business relations / management in accordance with contract requirements. The report will include trending data and analysis. Fee will be invoiced monthly.	Contractor monthly report measuring technical, cost, schedule performance and business relations / management in accordance with contract requirements. The report will include identification of issues related to the above measurements, root cause analysis of those issues, corrective actions planned to remedy the issues, trending data and analysis.

Contract Output: SRNS2011MGT-02 – Safeguards and Security

The contractor will comply with terms and conditions of the contract relating to safeguarding information and comply with security requirements of the contract. This includes oversight of security systems. This Contract Output supports two SRS Strategic Objectives: (13) Improve and maintain Site Infrastructure, and (14) Manage technical challenges of aging systems and equipment to avoid risk of outages and mission disruptions.

Up to $200,000 of the Comprehensive PBI will be paid for Contract Output 2.

Description/Background/Justification:

The Argus Implementation Project was initiated in 2007 to replace the aging SRS Electronic Safeguards and Security System (E3S) with the DOE-Complex standard Argus Security System. The initial planning has been completed and design was issued for the security interests in SRS A and B Areas. Due to higher funding priorities, the actual field implementation has been on hold for the past two years. With FY10 changes in funding, an additional $3.0M has become available to implement Argus in A and B Areas. Recently, the Argus System has been successfully implemented for the FBI REEF Project. This success has provided valuable information for final configuration of the equipment and introduced the newer generation of some specialized equipment. The FY11 work will consist of changing the design to incorporate lessons learned and new equipment configurations. Software will be updated, configured, and tested. The field activities, including cutover from E3S to Argus for security force monitoring

and response will be completed on a building by building basis.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 MGT-02.01	1/31/11	$50,000	Complete installation and startup of the Argus components required to manage Building 723-A.	SRNS will provide a copy of the Argus 723-A acceptance test to DOE-SR.
SRNS2011 MGT-02.02	9/30/11	$150,000	Complete installation and startup of the Argus components required to manage the remaining A Area and B Area buildings with security interest. Completion of Sensitive Compartmented Information Facilities (SCIF) is not included in this scope.	SRNS will provide copies of the Argus acceptance tests for Buildings 703-A, 773-A and 720-2A (this includes B-Area security interests) to DOE-SR.

Contract Output: SRNS2011MGT-03 – Safety *(Two sub-parts)*
The contractor is required to execute work in a safe and secure manner. This Contract Output supports three SRS Strategic Objectives: (36) Integrate safety and security into every element of mission accomplishment, and enhance the "safety first" culture to safeguard employees and assets; (37) Establish safety programs and processes that continuously improve safety and security performance; and (42) Establish a corporate, performance-based approach to manage site assets and resources that links planning, budgeting, implementation and evaluation to program mission projections and performance outcomes.

Up to $450,000 of the Comprehensive PBI will be paid for Contract Output 3.

Description/Background/Justification:

3a.
The Enterprise Integrated Safety Management - Exposure Assessment (EISM-EA) is an industrial hygiene tool that will be utilized to track, trend, and analyze worker industrial exposure at the Savannah River Site. SRS is piloting the Enterprise Integrated Safety Management - Exposure Assessment (EISM-EA) program for DOE. As part of EISM-EA implementation, SRNS is creating interfaces with numerous SRS systems as shown below to enhance the performance of EISM-EA. For the purpose of this performance element, a "facility" is defined as the organization, personnel and complex of structures involved in completing a unique, major, and well-defined portion of the SRS mission (e.g. H-Canyon and all associated operations and structures as being one facility).

SRS Authoritative Source	Data to be shared	Receiving System or Entity
Site Personnel Roster	Personnel information	EISM-EA
Field Material Tracking System / Chemical Information System	Chemical Hazard information	EISM-EA
Site Shared Structures Database	Site Structures (locations)	EISM-EA
EISM-EA	Medical Surveillance notification	MEDGATE
Assisted Hazard Analysis	Work Package review notification to IH Professional	E mail to IH with notification to Review Work within EISM-EA
EISM-EA	Hazards and Controls (from IH exposure assessments)	Assisted Hazard Analysis
Radiation Monitoring Equipment	IH Instrumentation	EISM-EA

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT -03a.1	12/10/10	$100,000	Complete one area / facility exposure assessment pilot using the Enterprise Integrated Safety Management – Exposure Assessment (EISM-EA) data system.	SRNS will document completion of one area / facility exposure assessment pilot using the Enterprise Integrated Safety Management – Exposure Assessment (EISM-EA) data system.

Description/Background/Justification:

3b.

As part of the strategy to establish a performance-based approach to managing site assets and resources, SRNS is to increase efficiency by at least a 5% reduction in total patient time away from work for medical physical examinations. This will reduce time spent by the site workforce completing medical requirements. SRNS will accomplish this by establishing a Savannah River Site Medical Improvement Process. Two outcomes are expected:

- Outcome I - External Impact: The SRS workforce will spend more time attending to the site mission, thereby increasing productivity on the site; and,
- Outcome II - Internal Impact: Medical Operations & Services will develop and implement a comprehensive Disciplined Operations Sustainability Plan. This ensures that Medical Operations & Services continually progresses towards a more disciplined Conduct of Operations culture, institutionalizes the effort, and ensures continuous improvement.

Savannah River Site Medical Improvement Process

For Outcome I - External Impact, the following milestones will be completed:				
Number	**Date**	**Fee**	**Completion Criteria**	**Acceptance Criteria**
SRNS2011 MGT-03b.1	11/30/2010	$25,000	Measurement of present outcomes and demand; analysis of scheduling requirements, issues and relationship with staff availability; analysis of medical process and diagramming/process maps for scheduling, medical process, and data distribution.	Measure and analyze current performance and document and transmit results to DOE-SR including pre-intervention data established in May 2010, process description and process maps for behaviors in scheduling, medical process and data distribution required to support the new outcomes.
SRNS2011 MGT-03b.2	01/03/2011	$50,000	Implementation and problem solving of a new medical process.	Documentation of problem solving activities will be transmitted to DOE-SR describing the implementation process; including key performance indicators, measurement systems and problem solving process that will measure outcomes, maintain gains and integrate continuous improvement into the staff culture.
SRNS2011 MGT-03b.3	06/01/2011	$50,000	Re-measurement of outcomes to determine increased efficiency of at least 5 % reduction in total patient time away	Measure resulting improvements and provide results to DOE-SR including post-intervention outcome data, comparison with pre-intervention

			from work for medical physical examinations. The reduction will result from medical process change from a two-phase physical exam to one-phase physical exams.	data and measures of value of the change to the Savannah River Site. Fee will be earned if a 5% improvement is demonstrated.
For Outcome II - Internal Impact, the following milestones will be completed:				
Number	**Date**	**Fee**	**Completion Criteria**	**Acceptance Criteria**
SRNS2011 MGT-03b.4	12/30/2010	$50,000	Develop and submit Disciplined Operations Sustainability Plan.	Submit plan to DOE-SR identifying processes for the following critical performance areas: ▪ Procedures Management ▪ STAR Corrective Action Performance ▪ Certification and Credentials ▪ Staffing & Critical Services Continuity ▪ Assessment & Review ▪ Continuous Improvement
SRNS2011 MGT-03b.5	8/30/2011	$25,000	Complete a review of medical procedures as detailed in Medical Procedures Review Schedule (plan submitted 07/15/10). Review Program-level Medical Procedures: • Manual Q3.1	Submit verification of medical procedure review to DOE-SR. Verification should provide evidence that each procedure was reviewed; analyzed for hazards per procedure 8Q122; revised/updated as

			Administrative Policies and Procedures • Manual Q3.2 Health Information Services • Manual Q3.3 X-Ray & EKG • Manual Q3.4 Laboratory • Program Q3.6 Substance Abuse Testing • Program Q3.7 First Aid & Nursing	necessary; approved and issued/put into effect. Note: Fee structure will be indexed and based directly upon percentage of procedures completed (i.e., reviewed, analyzed for hazards, revised/updated, approved and issued). (E.g., 100% of procedures completed earns 100% of fee, 90% of procedures completed earns 90% of fee, and so on.)
SRNS2011 MGT-03b.6	03/01/2011	$25,000	Complete review of credentialing and certification for medical personnel.	Submit verification of Medical credentials and certifications for positions and functions within Medical Operations & Services to DOE-SR.
SRNS2011 MGT-03b.7	05/31/2011	$25,000	Complete Medical Staffing Continuity of Operations Plan.	Report will be provided to DOE-SR on Staffing & Critical Services Continuity ▪ Critical Functions ▪ Organizational Core Competencies ▪ Minimum Staffing ▪ Training and

				Qualifications ▪ Continuity
SRNS2011 MGT-03b.8	09/16/2011	$50,000	Analyze Medical Services performance improvement resulting from disciplined operations.	Analysis report will be provided to DOE-SR on qualitative impacts to Medical Services & Operations through revised conduct of operations ▪ Qualitative impact analysis ▪ Cultural and institutional barriers impacting organizational transformation ▪ Lessons learned ▪ Path forward for continuous growth/improvement
SRNS2011 MGT-03b.9	09/30/2011	$50,000	Complete Accreditation Association for Ambulatory Health Care self-assessment of SRS Medical Services.	Submit completed report and gap analysis to DOE-SR. Report will include a comprehensive plan and cost benefit analysis for achieving AAAHC certification, for discussion and identification of a path forward.

Contract Output: SRNS2011MGT-04 – Integrated Groundwater Program
The contractor is required to execute work in an environmentally safe manner. This Contract Output supports four SRS Strategic Objectives: (17) Ensure protection of human health and the environment is factored into mission development and execution; (18) Maintain compliance with environmental permits, clean-up agreements and decision documents; (19) Integrate site-wide regulatory permitting-strategies to ensure operational and future mission flexibility; and (20) Promote long-term stewardship of SRS natural, archeological and cultural resources. This Contract Output will result in SRNS coordinating with other site organizations and contractors

to establish and manage an Integrated Groundwater Program for the Savannah River Site.

Up to $200,000 of the Comprehensive PBI will be paid for Contract Output 4.

Description/Background/Justification:

SRNS, in cooperation with other site contractors, will establish and maintain an integrated, site-wide groundwater program to support DOE decision-making and regulatory compliance. This Program shall integrate groundwater monitoring information, applicable modeling and risk assessment results, as well as identify emerging issues/opportunities that could impact SRS groundwater. Such a Program will support current and future operations as well as post-closure monitoring of remediated sites. In order to ensure proper breadth of the program, a baselining project will be performed in FY2011.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT -04.01	1/15/11	$100,000	Issue Project Plan to baseline current site program.	SRNS will issue the Project Plan and deliver it to DOE-SR.
SRNS2011MGT -04.02	6/15/11	$50,000	Issue Groundwater Technical Assessment.	SRNS will issue the Groundwater Technical Assessment and deliver it to DOE-SR.
SRNS2011MGT -04.03	9/30/11	$50,000	Issue SRS Integrated Groundwater Program Plan.	SRNS will issue the SRS Integrated Program Plan to DOE-SR.

Contract Output: SRNS2011MGT-05 – Quality Assurance

The contractor is required to execute work in a safe and secure manner. This Contract Output supports three strategic objectives: (17) Ensure protection of human health and the environment is factored into mission development and execution; (36) Integrate safety and security into every element of mission accomplishment, and enhance the "safety first" culture to safeguard employees and assets; and (37) Establish safety programs and processes that continuously improve safety and security performance. This Contract Output will result in SRNS shifting from NQA-1-2000 to NQA-1-2008.

Up to $200,000 of the Comprehensive PBI will be paid for Contract Output 5.

Description/Background/Justification:

On November 6, 2008, Ines Triay, Principal Deputy Assistant Secretary for Environmental Management (EM), issued a Corporate Quality Policy Statement and EM Quality Assurance Program (QAP) which was endorsed by the EM QA Corporate Board. This QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a

consistent approach to QA using the NQA-1-2004 *Quality Assurance requirements for Nuclear Facility Applications,* as the national consensus standard for implementing the EM QAP due to the high hazards and costs of DOE's activities and facilities. The requirements contained within the document apply to EM (HQ), EM Field Offices/Project offices, and contractors as applicable to the work being performed by each entity. The letter required each contractor to develop a Quality Assurance Implementation Plan (QIP). Savannah River Nuclear Solutions (SRNS) submitted a QIP that used NQA-1-2008 instead of NQA-1-2004 as a consensus standard. This QIP was approved by DOE-SR in December of 2009 which included the results of a gap and cost analysis. The gap analysis identified tasks to be completed to bridge the gap between NQA-1-2000 and NQA-1-2008.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT -05.01	3/30/11	$50,000	Update impacted procedures (Current analysis shows 5 new procedures are needed and 26 revisions are needed).	SRNS will issue the needed procedures to support the 2011 NQA-1 update.
SRNS2011MGT -05.02	5/30/11	$50,000	Develop and deliver training to support the following areas: Procurement – Vendor Surveys and Engineering – Technical Evaluations.	SRNS will provide documentation to DOE-SR that required training for Procurement, Vendor Surveys and Engineering personnel was completed.
SRNS2011MGT -05.03	9/30/11	$100,000	Implementation of NQA-1-2008 requirements is complete.	• Declaration of NQA-1-2008 implementation completion. • S/RIDs revision submitted and approved. • Quality Assurance Management Plan, SRNS-RP-2008-00020, revision submitted and approved. • ALL required training completed and

				documentation provided to DOE-SR.

Contract Output: SRNS2011MGT-06 – COBRA Interfaces

The contractor is required to maintain and manage to an accurate multi-year performance baseline, and provide a systematic project management system which provides cost estimating, scheduling, and risk for establishment and maintenance of an appropriate technical baseline.

Up to $200,000 of the Comprehensive PBI will be paid for Contract Output 6.

Description/Background/Justification:

With the SRNS financial system being replaced, and the Procurement and Contracts system scheduled to be replaced by the end of the first quarter, FY2011, effort is required to determine the COBRA interfaces with these new system replacements. Follow-up is also needed to ensure that identified functionalities contained within ICTS are dispositioned accordingly.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT-06.01	12/31/10	$50,000	Complete COBRA implementation.	Provide DOE-SR IPABS report out of COBRA.
SRNS2011MGT-06.02	12/31/10	$50,000	Determine COBRA interfaces with the new replacement systems for Finance and Funds Management and establish functionalities as necessary for operation of the cost processor.	Provide DOE-SR requirements document reflecting interface process between the COBRA cost processor and Hyperion and the interfaces established.
SRNS2011MGT-06.03	3/31/11	$100,000	Determine COBRA interfaces with the new replacement systems for Procurement and Contracts and establish functionalities as necessary for operation of the cost processor.	Provide DOE-SR requirements document reflecting interface process between the COBRA cost processor and PeopleSoft and the interfaces established.

Contract Output: SRNS2011MGT-07 – Business Process Modernization Project

The contractor will develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing missions of the site. DOE expects the Contractor to produce effective and efficient business and technical management structures, systems, and operations that maintain high levels of safety and quality in accomplishing the work required under this contract.

This Contract Output supports three SRS Strategic Objectives: (43) Implement solid financial and performance based management systems with metrics that help management to improve efficiency and sustainability, (45) Continuous improvement of Business Systems cost-effectiveness and performance through process, procedure, technology and communications enhancements, and (46) Support development of potential future missions and opportunities for SRS.

Up to $750,000 of the Comprehensive PBI will be paid for Contract Output 7.

Description/Background/Justification:

To support SRNS' site business transformation initiatives along with the multi-contractor environment, including the management service agreements, enhanced financial transparency is needed to support both operations and DOE reporting. The current IT technology and architecture have significant issues, which have been identified in the annual OMB-A-11 risk assessment results the past four years. In addition, there are significant needs for system changes to support the business changes required for the project execution of the FY11-15 baseline management.

As identified in FY2010, the current business software and hardware tools are not cost effective, have continuing risk of failure, are inflexible, and are not aligned with the Office of Management and Budget (OMB) Federal Enterprise Architecture guidelines. These legacy applications developed over twenty years ago no longer support efficient, business processes compared to today's industry standards. Current systems require substantial resources to accommodate delivery of real time data in support of project schedule, financial budget and forecast decision making.

SRNS continues FY2011 with a phased approach that began in FY2010 with the identification of Oracle/PeopleSoft as the Commercial Off the Shelf (COTS) software that will enable the business process re-engineering and implementation of industry best practices. SRNS has analyzed business systems for replacement, including Financial Management, Procurement/ Supply Chain, and Project Controls systems. DOE Records Management requirements will be integrated into new systems to mitigate risk from a functional and Vital Records perspective. During FY2010, processes were identified for elimination, as well as retirement. The achievement of business driven productivity improvements continue to be supported by new technologies planned and executed where a positive return on investment can be demonstrated. SRNS will proceed in alignment with the SRS Strategic Objectives in support of the business mission, goals, and objectives. SRNS will include business stakeholders, organizations and processes. SRNS will reengineer core business functions to enhance strategic, supportable, and integrated business-enabling solutions.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT -07.01	10/31/10	$125,000	Complete installation and the SRNS acceptance testing of the General Ledger Phase 1.	Specific plans and documents to be provided are listed in the DOE G 413.3-14
SRNS2011MGT -07.02	4/30/11	$500,000	Attain System Design Stage Exit business system upgrade for the Supply Chain Management Phase 2.	Specific plans and documents to be provided are listed in the DOE G 413.3-14
SRNS2011MGT -07.03	9/30/11	$125,000	Complete installation and acceptance testing of the Supply Chain Management Phase 2.	Specific plans and documents to be provided are listed in the DOE G 413.3-14

Contract Output: SRNS2011MGT-08 – Workforce Services

SRNS Workforce Services manages employee compensation, benefits, performance, and development. Evaluations of current benefit plans will be done to ensure maximum cost effectiveness. A workforce planning initiative is necessary to ensure SRNS will be positioned to accomplish current and future missions.

Up to $150,000 of the Comprehensive PBI will be paid for Contract Output 8.

Description/Background/Justification:

SRNS will continue to work toward a diverse and professional work environment that identifies future resource needs that align to achieve program mission projections. This Contract Output supports three SRS Strategic Objectives: (39) Foster a corporate perspective and a teamwork culture through communication of a common vision; (40) Ensure the SRS workforce is diverse and appropriately sized and aligned to achieve the Site vision; and (41) Enhance SRS leadership, administrative and technical skill base while ensuring a diverse and professional work environment.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT -08.01	9/30/11	$25,000	Expand Talent Management and Workforce of the Future developmental	SRNS will document accomplishments on the following to DOE÷

			efforts, including leadership and labor resource pipelines, to ensure availability of a skilled, knowledgeable workforce required for successful mission accomplishment.	
SRNS2011MGT -08.01a	9/30/11	$25,000	Increase Leadership Development through Talent Management developmental opportunities.	1. Develop feeder forums for Leadership Development at the division/functional organization level. 2. Expand Mentoring Circles. 3. Develop and implement leadership talent pipelines.
SRNS2011MGT -08.01b	9/30/11	$25,000	Continue developing Future Workforce labor resource pipelines and determine which skill sets will be needed at what time.	1. Implement the Workforce Development Simulation (WDS) Phase II to: - Collect and analyze workforce transitions and training data.

				- Determine skill set sequencing and scheduling. 2. Complete roll-out and refinements of the Labor Resource Management (LRM) tool needed to support the WDS. 3. Integrate SRNS functional areas, local educational institutions and community organizations into the Workforce of the Future project to gain their support.
SRNS2011MGT -08.02	Begins 2Q 2011 and ends 3Q 2011 with the selection. Implementation will begin 1/01/2012	$25,000	Take BCBS Business out to Bid	1. Bid current medical / dental / FSA / COBRA plans to determine best value (claims discounts / customer service / networks / admin fees) 2. Review retiree medical plan options - both Incumbent and Non-Incumbent options 3. Develop Health

				Savings Account alternative 4. Revise plan documents/processes to reflect standard market practices
SRNS2011MGT-08.03	Valuation implementation 2Q 2011 and pension calculation component 3Q 2011.	$50,000	Implement revised Actuary Processes.	1. Improve Actuary valuation by implementing regular file feeds, allowing current information to be accessed through reporting 2. Transition pension calculation process from manual process to automated process housed on vendor website - accessible by deferred vested / terminated plan participants. This will eliminate in house pension estimator tool and allow for more accuracy.

Contract Output: SRNS2011MGT-09 – Risk Management

Institutionalize the Risk & Opportunity Management (R&OM) across SRNS entities. Apply DOE 413.3A Risk management principles to include all division functions under the current Contract.

Up to $450,000 of the Comprehensive PBI will be paid for Contract Output 9.

Description/Background/Justification:

As part of a Management Excellence strategy, SRNS will implement a process that captures and manages risks associated with meeting Program mission projections and performance milestones.

- Establish a corporate, performance-based approach to manage site assets and resources that links planning, budgeting, implementation and evaluation to program mission projections and performance outcomes.
- Continuous improvement of Business Systems cost-effectiveness and performance through

process, procedure, technology and communications enhancements.				
Number	**Date**	**Fee**	**Completion Criteria**	**Acceptance Criteria**
SRNS2011MGT-09.01	9/30/11	$150,000	Complete an assessment of current risk and opportunity management processes for compliance to established procedures and based on DOE Standard Review Plan for RM, and /or Corrective Measure 3.	Documented assessment, including attributes, observations, causal factors and recommendations. Assessment Report will include the following as a minimum: • Categories evaluated (Ref Corrective Measure 3): ▪ Risk planning ▪ Risk identification ▪ Risk analysis ▪ Risk handling ▪ Risk monitoring ▪ Risk reporting • Determination of alignment with measurement criteria • Listing of areas for improvement and corrective measures • Identification of management programs, documents and

				procedures used to integrate risk into project planning • Improvement Plan that includes metrics and monitoring process • Corrective actions entered into STARS or current assessment and action tracking system
SRNS2011MGT-09.02	9/30/11	$150,000	Conduct an analysis of high value risks currently identified for a specific PBS with focus on improving/optimizing risk reduction by investigating multiple risk-reduction scenarios with considerations to configuration of site assets, change management and controls system, and human capital resource needs. The results of the analysis will lay the ground work for potential use on other PBS.	Documented analysis with multiple scenarios tied directly to the analysis results. Analysis of risks & opportunities will include measurement or standard used to perform analysis, limited analysis of historic, current, and emerging risks & opportunities based on project assumptions, and multiple risk-reduction multi-year scenarios based on configuration of site (Real Property Asset Management) assets, change management & controls system, Contractor

				Assurance Program and human capital resource needs. Scenarios are ranked using a defined methodology and a path forward recommended, including key decision milestones
SRNS2011MGT -09.03	9/30/11	$150,000	Develop a risk end-state vision action plan, identifying key decision milestones based on each risk-reduction scenario identified in SRNS2011MGT-09.02.	Documented analysis with multiple scenarios tied directly to the analysis results. Risk end-state vision action plan, identifying key decision milestones based on the recommended risk-reduction scenario identified in SRNS2011MGT-09.02.

Contract Output: SRNS2011MGT -10 – Supplier Diversity

This Contract Output addresses Supplier Diversity as required by Federal Acquisition Regulation (FAR) 19, Department of Energy Acquisition Regulation (DEAR) 919 and 13 Code of Federal Regulations (CFR) Chapter 1.

Up to $100,000 of the Comprehensive PBI will be paid for Contract Output 10.

Description/Background/Justification:

It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts. This requirement is flowed down to SRNS in the prime contract.

Representatives in the Supplier Diversity Office manage, plan, direct and monitor the activities of SRNS's Small Business Program including managing the program as it relates to the procurement function and the prime contract with the Department of Energy.

SRNS submits and negotiates an annual supplement to the subcontracting plan that includes goals, expressed in terms of percentages of total planned subcontracting dollars that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT-10.01	9/30/11	$100,000	Develop an action plan identifying activities that support efforts to provide maximum practicable opportunity for small and small disadvantaged businesses to participate in performing subcontracts let by SRNS.	SRNS will provide documentation to support efforts to achieve the majority of the goals defined in the FY 2011 Supplement to the subcontracting plan.

Contract Output: SRNS2011MGT-11 – Comprehensive Site Planning

Develop design level recommendations and specific objectives for FY2011 that will improve integration and streamline the processes supporting program mission planning and real property asset planning. These recommendations and objectives will demonstrate improved linkage and dependencies at strategic, operational and tactical levels in support of the successful execution of the EM cleanup mission and landlord functions at SRS. It is the desire of DOE-SR to ensure planning activities are integrated within SRNS. In addition the improved linkages include appropriate levels of interfacing with an NNSA-SR strategic and operational planning. This milestone supports the improvement of the integration of planning and is to be comprehensive, i.e., include objectives that encompass the entire planning process at all levels and for all functions.

Up to $1,000,000 of the Comprehensive PBI will be paid for Contract Output 11.

Description/Background/Justification:

The overall goal is to develop and implement an integrated planning process for SRNS that efficiently and effectively links top level strategic missions and mission success goals with operational/functional planning required for goal achievement. This planning process should facilitate the effective flow of information regarding work breakdown, funding, schedules, resource allocation, interface dependencies, and other factors vital to performing the required

work.

A joint DOE-SR / SRNS task team has been established to support this contract output.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT-11.01	9/30/2011	$700,000	Implement a comprehensive planning system that links life-cycle program missions, life-cycle real property asset planning, landlord functions, budgeting, evaluation, and performance outcomes.	1. Completed self-assessment report of planning documents at beginning of performance period to assess integration of planning documents. -The report will include identifying process improvements to be incorporated in the planning management system. Assessment performed per WSRC 1B, "Management Requirements and Procedures, MRP 4.23, "Corrective Action Program". 2. Provide a planning management system description to include the following attributes: -Demonstrates linkage of EM planning and budget

				formulation -Integrated schedule of plan development and revisions -An integrated planning process flow -Process for configuration control for planning document changes. (e.g. when one plan changes that affects other plans, how are the changes implemented/updated in the other plans?) -Roles and responsibilities (e.g. --SME responsibility structure and team contacts (between organizations) for plan development and updates (e.g. review matrix). Verify participation and ownership from program and project SME in the plan development and updates (e.g. signature page verifying participation and ownership of information in the plan).

				-Process for centralizing data tracking EM lifecycle performance metrics and milestones. Attributes include: Collection, process flow and schedule, information control, definition control, and document retention compliance. 3. DOE-Approved Comprehensive Ten Year Site Plan (TYSP) with attributes that meet the intent of SRNS2011 MGT-13.01 Acceptance Criterion 3 *(below)*. 4. Updated SRS Life Cycle Baseline with the integration of Strategic, Programmatic, System and Business Plans. -Integrated SRS Life Cycle Baseline, to include links to all SRS contract baselines. Acceptance will be based upon

				the same criteria under configuration control used to develop the contract performance baseline. 5. Contractor-approved system plans for Nuclear Materials Stabilization (pre-decisional), Waste Disposition-Solid Waste, and Area Completion, Infrastructure and ensure integration of these plans with the NNSA Pu Disposition Program Execution Plan. -Plans should include goals, planning assumptions, planning bases, operational process descriptions, dependencies on other systems, facility and infrastructure requirements, and annual key performance measures with both historical (actual values) and lifecycle projections.
SRNS2011MGT -11.02 – Infrastructure Assessments				
SRNS2011 MGT -11.02a	9/30/11	$100,000	Develop a graded approach plan by	1. DOE-SR will review the graded

			3/31/11 to cost effectively put the site on a path to populate the FIMS database with all applicable facilities within three years. By 9/30/11 FIMS will be populated based on the graded approach plan.	approach plan with schedule and metrics. 2. DOE-SR will review evidence of implementation – documentation in FIMS records demonstrated by performance against metrics implementation schedule.
SRNS2011 MGT -11.02b	9/30/11	$100,000	Per the requirements of DOE Order 430.1B, complete condition assessments on 20% of real property assets identified in FIMS as of 10/1/2010. Fee will be invoiced for every 5% completed.	1. DOE-SR will review the site graded approach plan with schedule and metrics that outlines the completion of the condition assessments within five years. 2. DOE-SR will review the condition assessment reports for the structures inspected in FY11. The facilities assessed should be a representative cross section of facility types.
SRNS2011 MGT-11.02c	9/30/11	$100,000	Develop and document an integrated process to identify completed deferred maintenance for major HVAC	DOE-SR will review documentation to identify completed deferred maintenance for major HVAC replacements, roof

			replacements, roof replacements, and IS direct infrastructure IPL, and update applicable CAIS records.	replacements, and IS direct infrastructure IPL, and updated CAIS records.

SRNS2011MGT-11.01 Acceptance Criterion 3:

Development of a Comprehensive Plan/Ten Year Site Plan that meets the intent of DOE Order 430.1B. That is, it will be a meaningful product that is the reflection of actual overarching planning that is integrated and comprehensive, not just a summary of disjointed planning documents resulting from stove piped planning efforts. It will be a tool for bringing planning efforts together and guiding lower level implementing plans as intended. As such, it would reflect the following:

The utilization of EM program life cycle plans, System plans, and other Site mission plans (NNSA), including tenant organizations, in determining the real property asset life cycle management requirements. Further, it will reflect the participation of the organizations responsible for those plans in translating the mission plans into the real property asset requirements needed to support the lifecycle of the missions and articulating them in a clear manner.

The real property asset requirements to support Site missions will be shown by geographic areas of the site. Planning for each area of the Site will be holistic, reflecting the real property asset requirements for all missions utilizing, or projected to utilize, the areas. This approach would reflect thoughtful consideration of the future and the integration of all aspects such as EM area closure, site specific requirements for clean up projects that will required transition to Long Term Stewardship, support for continuing missions, consideration of potential new missions, as well as recommendation for transitioning the site to more efficient configurations. The information would be developed through the participation of subject matter experts and presented in tables, maps and narrative in sufficient detail to serve as the basis for lower level planning. This would require multiple organizations working together to develop this information.

Crosscutting infrastructure planning will be a participant in the process, addressing the path forward for meeting the sum of the requirements from the area by area analysis and projected future site configuration. Such integrated planning will be the basis for determining critical infrastructure projects and priorities and will be reflected in the plan and will constitute the Infrastructure Master Plan.

The overarching planning described above will serve as the guide and basis for integrating related lower level real property asset life cycle management functions such as acquisition, condition assessments, maintenance, recapitalization, disposition, and long term stewardship and

include participation from subject matter experts from these disciplines. Comprehensive planning would include participation from financial organizations and the requirements would in turn be reflected in a transparent manner in the Integrated Facilities & Infrastructure crosscuts budget in the Comprehensive Plan/TYSP.

The Comprehensive Plan/TYSP will be utilized in a unifying manner such that it will result in a consolidated and integrated plan that serves to replace the numerous disjointed, parallel, overlapping and duplicative plans. For example, examining the potential to integrate the PMP requirements as part of the overarching plan. It will be the result of an integrated effort of multiple organizations coordinating their resources and working together for efficiency rather than continuing to approach planning and implementation as isolated stove pipes, looking for additional resources to support the stove pipe approach.

Contract Output: SRNS2011MGT-12 – Baseline Planning

The contractor is required to maintain and manage to an accurate multi-year performance baseline, and to support the development and integration of a life cycle baseline to meet the DOE-SR requirements to HQ. The multi-year performance baseline will be updated utilizing a systematic project management approach which provides detailed cost estimating, resource-loaded scheduling and risk for maintaining an appropriate technical baseline.

Up to $150,000 of the allocated PBI fee will be paid for Contract Output 12 as follows:

Description/Background/Justification:

The FY11-15 baseline was developed in FY2010 and will be updated / enhanced based on internal and external feedback. An additional year will be developed and included in the baseline using a project management approach. A multi-year baseline update process will be developed to ensure continuous improvement of this product.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 MGT-12.01	12/31/2010	$125,000	Develop and deliver an integrated baseline management and control process.	Provide to DOE-SR the following items: • Annual schedule of baseline update deliverables • Corporate plan for baseline and database management and control

				• Procedure for annual baseline updates to incorporate the 5-year rolling scope • Procedure for developing work packages in upcoming fiscal year, including requirements for work package versus planning package content • Procedure for development and incorporation of Management Reserve into operations activities
SRNS2011 MGT-12.02	8/15/2011	$25,000	Develop lessons learned from the FY2011-2015 Baseline development by 12/31/2010. Incorporate these lessons learned and any necessary corrective actions into guidance documents and baseline update by 8/15/2011.	Lessons learned will be provided to DOE-SR. All guidance and the baseline update will incorporate all identified lessons learned and any subsequent corrective actions.
Contract Output: SRNS2010MGT-13 – Interface Management The Contractor shall execute Interface Management with site tenants to deliver landlord services				

in support of mission completion.

Up to $150,000 of the allocated PBI fee will be paid for Contract Output 13 as follows:

Description/Background/Justification:

Continue to demonstrate effective implementation of the site interface management process and integration of new and existing site tenants and contractors into the program through

- Development and maintenance of site interface process and procedures
- Communication of the interface process, procedures and issues to all site tenants and contractors
- Development of interface agreements with site tenants and contractors for exchange of services, interface boundaries, and responsibilities

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 MGT-13.01	1/31/2011	$100,000	Improve cost tracking capability of site tenant work scopes as follows: 1. Implement new Service Level Agreements (SLAs) computer program upgrades to accomplish improved cost tracking. 2. Develop and issue a cost performance report for USFS.	DOE-SR will review the new SLA system generated cost tracking and performance reports.
SRNS2011 MGT-13.02	9/30/2011	$50,000	Perform SRNS integration efforts by: 1. Executing annual revision of interface agreements (SRR, Shaw-	DOE-SR will review revised interface agreements and identified lessons learned deliverables.

			Areva, Parsons, Ameresco, WSI, URS, USFS, US Army, National Guard, SREL). 2. Support DOE in implementation of identified Lessons Learned actions.	

Contract Output: SRNS2011MGT-14 – Continuous Improvement

The contractor will develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing missions of the site.
This Contract Output supports the SRS Strategic Objectives: (39) foster a corporate perspective and a teamwork culture through communication of a common vision
(43) Implement solid financial and performance based management systems with metrics that help management to improve efficiency and sustainability, and (46) Support development of potential future missions and opportunities for SRS.

Up to $162,746 of the Comprehensive PBI will be paid for Contract Output 14.

Description/Background/Justification:

Continuous Improvement System

The Process Excellence team is responsible for leading activities that promote maturity of the SRNS Continuous Improvement System (CIS). The resulting process improvements enable SRNS to more effectively respond to customer, employee and corporate interests. In the ideal future state, SRNS personnel are equipped to participate in CI activities, improvements are implemented by local process teams, and non-value added activities are eliminated in each process. The objectives for Process Excellence in FY2011 focus on increasing stakeholder reliance on the results of CI implementation.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011MGT-14.01	9/30/11	$162,746	Demonstrate the impact of CI deployment on core organizational functions including implementation of cost reduction proposal, validation of cost	1. CI activities communicated in a manner that promotes growth of the CIS and alignment with the SRNS Mission Development

			savings, communication of process improvements, and management of improvement initiatives.	Plan. 2. CI metrics revised to sustain SRNS focus on leading indicators and critical behaviors. 3. CI training updated to incorporate program elements identified for new CI Experts. 4. Financial validation provided for CI activities that meet savings criteria defined by SRNS. 5. CI database upgraded with a web interface to improve access to project data and visibility of CI project results. 6. Integrated process for Cost Reduction Proposals established for SRNS and coordinated with DOE-SR AMIP personnel.

Performance Incentive Document

PBI Number:	SRNS2011IS
Activity Name:	Infrastructure Services
WBS Number:	Multiple direct and indirect
Performance Period:	October 1, 2010 - September 30, 2011
Allocated Fee:	$2,000,000
Revision Number:	0
Senior level manager name:	Karen Guevara
Senior level supervisor/division manager name:	As identified with each output below

Performance Outcome:

The Contractor shall execute assigned Landlord responsibilities and provide a range of services to other organizations doing work on the Savannah River Site. These services include supporting the Biomass Project, ensuring service for utilities' customers, and supporting the DOE complex-wide strategic Sustainability Performance Plan.

Senior level supervisor/division manager name:	Ben Gould

Contract Output: SRNS2011IS-01 – Biomass Project Support

Biomass Project Support. The Contractor shall meet all SRNS agreed upon scheduled milestones, activities and reviews related to construction and startup of the Biomass Cogeneration Facility and the K and L Area Biomass Heating Plants.

Up to $800,000 of the allocated PBI fee will be paid for Contract Output 1.

Description/Background/Justification:

The purpose of the new Biomass Cogeneration Facility and the K and L Area Biomass Heating Plants is to provide reliable steam while maximizing the use of a renewable energy source. The impacts associated with not successfully constructing and starting up these new facilities in a timely manner include: (1) the inability to provide reliable steam to facilities such as the Tank Farms, DWPF, and K and L Areas, (2) not meeting target dates for deactivation of the 484-D

powerhouse, and (3) incurring additional delays in achievement of renewable energy goals outlined in current federal legislation. Infrastructure Services will be utilized as a technical agency to provide operational, technical, and logistical input on matters associated with the multitude of utility services, interfaces, and impediments to help ensure successful execution of the project.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011IS-01.01	9/30/2011	$50,000	Facilitate onsite permit development and approval process.	DOE-SR will review SRNS document log of completed permit documentation activities.
SRNS2011IS-01.02	9/30/2011	$100,000	Provide infrastructure liaison support (SME, CTM, performing observations, e.g. project schedule, review of commissioning plan, procedure/training, maintenance etc.) to facilitate Ameresco's schedule, and identifying impediments and facilitating GFSI.	DOE-SR will review SRNS document log of reviewed impediments that have been identified and overcome, including documentation of specific mitigation activities.
SRNS2011IS-01.03	5/31/2011	$100,000	Provide Steam Outage Coordination for Biomass Cogeneration Facility (BCF) steam tie-in per agreed upon schedule.	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure tie-ins/ modifications.
SRNS2011IS-01.04	9/30/2011	$100,000	Provide River Water tie-in & Electrical tie-in Coordination for Biomass Cogeneration Facility (BCF).	DOE-SR will review SRNS steam outage documentation.
SRNS2011IS-	9/30/2011	$50,000	Perform document	DOE-SR will

01.05			reviews requested by DOE within agreed upon timeframe.	review SRNS electrical and river water outage documentation.
SRNS2011IS-01.06	4/30/2011	$100,000	Support Commissioning of the K & L Biomass Facilities to include consultation to the DOE Readiness Assessment Team.	DOE-SR will review SRNS document log of completed document reviews, including resulting feedback/ recommendations / assistance.
SRNS2011IS-01.07	6/30/2011	$300,000	Develop 484-D powerhouse to Biomass Cogeneration Facility (BCF) Transition Strategy with the following: Coordination of the Steam and Electrical Supply Transition, River Water Pump operating contingency strategy, River Water Supply Line Re-commissioning strategy, SCE&G Contract Re-negotiation strategy, D Area Powerhouse Stand-by operational strategy, Development of a Traffic Plan which establishes traffic flow patterns/options for Biomass Cogeneration	DOE-SR will review SRNS Transition Strategy for 484-D Powerhouse.

			Facility (BCF) Project.	

Contract Output: SRNS2011IS-02 - D Area Reliability Enhancements

This scope will facilitate the continued, uninterrupted operation of the D-Area powerhouse by providing necessary or critical equipment upgrades, rebuilding / refurbishments, and/or replacements outside of routine or normal corrective maintenance necessary to meet the Facility's mission of providing steam to the F/H/S Steam System until the Ameresco Biomass Facility is operational in FY2012.

Up to $700,000 of the allocated PBI fee will be paid for Contract Output 2.

Senior level supervisor/division manager name:	Ben Gould

Description/Background/Justification:

The D-Area 484-D Powerhouse serves SRS facilities by exporting both steam and electrical power. The powerhouse currently contains four coal-fired boilers, seven turbine generators, and support systems / equipment. Steam is exported to the following facilities: H Canyon, F&H Tank Farms, Tritium, DWPF and F&H Analytical Laboratory. Additionally, electrical power is generated at 484-D and exported to the Site 115KV grid for sitewide use.

This powerhouse has been in operation since the early 1950s, and a need for the facility beyond 2005 was not anticipated as a result of a planned replacement powerhouse. Based on this plan, a patch / corrective maintenance strategy with little or no preventive maintenance was employed by SCE&G during the ten years the powerhouse was under their jurisdiction (1995 to 2005). Due to the age of the equipment and this maintenance strategy, the reliability of the powerhouse has deteriorated to the point of failure. The replacement powerhouse has since been delayed until FY2012. Therefore, the D-Area 484-D powerhouse must continue to meet the site missions until this new powerhouse is constructed and operational. Upgrades and replacements began in FY2010 with the approval of a PBI milestone.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011IS-02.01	9/30/2011	$350,000	Provide technical guidance, inspection criteria, materials and labor to perform refurbishment of one of the Turbine generators at 484-D to ensure capability for power and steam generation.	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure upgrades and/or completed work packages with examples of before and after pictures for validation documentation.
SRNS2011IS-	9/30/2011	$150,000	Perform system analysis and risk assessment to	DOE-SR will conduct physical walkdown and

02.02			determine strategy for critical repairs on 2 boiler systems (e.g. boiler tubes, bunker walls) to ensure steam generation to support Site missions. Perform critical repairs on 2 boiler systems.	final acceptance inspection of completed infrastructure upgrades and/or completed work packages with examples of before and after pictures for validation documentation.
SRNS2011IS-02.03	9/30/2011	$100,000	Perform precipitator structural repairs to a minimum of two boilers to ensure steam generation to support Site missions and air emission compliance.	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure upgrades and/or completed work packages with examples of before and after pictures for validation documentation.
SRNS2011IS-02.04	9/30/2011	$100,000	Refurbish selected sections of the ash removal system for 484-D powerhouse, based on Engineering evaluations, to ensure environmental compliance and continued steam generation.	DOE-SR will conduct physical walkdown and final acceptance inspection of completed infrastructure upgrades and/or completed work packages with examples of before and after pictures for validation documentation.

Contract Output: SRNS2010IS-03 - Sustainability Initiative

The Contractor shall meet all SRNS agreed upon scheduled milestones and activities to ensure continued focus and development of sustainability efforts.

Up to $200,000 of the allocated PBI fee will be paid for Contract Output 3.

Senior level supervisor/division manager name:	Donell Jenkins

Description/Background/Justification:

In FY10, DOE approved a Complex-wide Strategic Sustainability Performance Plan. This plan addresses such topics as greenhouse gas emission reductions, High Performance Sustainable Buildings, water use, and pollution prevention / waste elimination. DOE sites have been tasked to make progress toward goals established for 2015 and 2020.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011IS-	1/31/2011	$25,000	Develop an SRS	DOE-SR will review

03.01			Sustainability Plan to ensure SRS is working toward goals outlined in the Strategic Sustainability Performance Plan (SSPP) prepared by DOE-HQ.	the SRS Sustainability Plan.
SRNS2011IS-03.02	9/30/2011	$175,000	Implement planned FY11 High Performance Sustainability Building Guiding Principles compliance activities in 15% of existing building square footage.	DOE-SR will review summary report of activities accomplished to meet the planned Guiding Principle compliance actions.

Contract Output: SRNS2010IS-04 Facilities and Infrastructure

The Contractor shall build, modernize, and/or maintain facilities and infrastructure to achieve mission goals and ensure and safe and secure workplace for all SRS personnel.

Up to $300,000 of the allocated PBI fee will be paid for Contract Output 4.

Senior level supervisor/division manager name:	Ben Gould

Description/Background/Justification:

The infrastructure mission is to efficiently configure and optimize SRS infrastructure to meet the 21st century stewardship programs. Although SRS is gaining new missions, the infrastructure is approaching 60 years old. In addition, over the past 10 years, funding for infrastructure repairs/replacements has declined considerably as budget pressures increased and funds were needed to support direct mission activities. New and existing missions can be performed safely and efficiently only with a reliable infrastructure in place. The Contractor will re-invest in Site Infrastructure through the implementation of repairs and upgrades as identified in the approved Infrastructure Mission Alignment Plans. The scope will include projects or purchases from the **SRNS Critical Infrastructure Improvement Projects IPL** which are currently identified in the SRS FY11-FY16 baseline and emergent work that is performed relative to the improvement of the site infrastructure.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011IS-04.01	9/30/2011	$25,000	Rebuild, repair or repave fatigued sections of Road C, to be identified upon receipt of funding and authorization of FY11 scope by 12/31/10.	DOE-SR will review Final Acceptance Inspection (FAI) for the project.
SRNS2011IS-04.02	9/30/2011	$25,000	Rebuild, repair or repave fatigued sections of Road 4, to be identified upon receipt of funding and authorization of FY11 scope by 12/31/10.	DOE-SR will review Final Acceptance Inspection (FAI) for the project.

SRNS2011IS-04.03	9/30/2011	$25,000	Repair/Replace Road Shoulders & Safety Systems, i.e., striping, markings, signs, etc., to be identified upon receipt of funding and authorization of FY11 scope by 12/31/10.	DOE-SR will review Final Acceptance Inspection (FAI) for the project.
SRNS2011IS-04.04	9/30/2011	$200,000	Make intermediate improvements to habitability issues associated with the SRSO/EOC and address obsolescence / performance issues with in the alternate EOC facility, to be identified upon receipt of funding and authorization of FY11 scope by 12/31/10.	DOE-SR will review Final Acceptance Inspection (FAI) for the project.
SRNS2011IS-04.05	9/30/2011	$25,000	Develop option analysis and subsequent design of replacement function for the 785-A Cooling Tower, to be identified upon receipt of funding and authorization of FY11 scope by 12/31/10.	DOE-SR will review the design for the 785-A Cooling Tower.

Performance Incentive Document

PBI Number:	SRNS2011NMO
Activity Name:	Nuclear Material Operations
WBS Number:	1.29.20.04.01, 1.29.20.05.01, 1.29.20.04.02
Performance Period:	October 1, 2010 - September 30, 2011
Allocated Fee:	$8,600,000.00
Revision Number:	0

Senior level manager:	Pat McGuire
Senior level supervisor/division manager:	Brenda Mills

Contract Performance Outcome:

Receive, store, ship, and disposition nuclear materials in a safe, and secure manner. Operate and maintain the H Canyon Complex to support disposition of nuclear materials and used nuclear fuel (UNF) in coordination with the NNSA Nuclear Nonproliferation Program and other applicable DOE programs. De-inventory and transition excess nuclear facilities and ancillary structures for D&D.

Contract Output: SRNS2011NMO-01

Receive, store, characterize, and disposition surplus uranium materials and UNF.

Description/Background/Justification:

Enriched Uranium Disposition (EUD) requires receiving, dissolving, processing and blending the high enriched uranium (HEU) metals, oxides and UNF down to low enriched uranium (LEU).

Activities associated with the contract outputs below support receipt and processing of enriched uranium and are needed to meet or support DOE Strategic Objectives. These objectives include: maximizing risk reduction of surplus nuclear materials (including used

nuclear fuel), supporting nuclear nonproliferation, utilizing SRS facilities to process surplus nuclear materials and UNF for reuse in commercial power reactors.

GFSI: Y-12 HEU Np Oxide must all arrive by commercial shipment to HB-Line (not KAC) by June 30, 2011. BRR cask availability required for BRR cask equipment testing, training, dry-runs, and assessment (10/31/10). Approval by DOE for direct disposal of high aluminum UNF by 10/1/10 or within 30 days of receipt of request from SRNS – whichever is later.

Assumptions: NEPA/ROD for UNF required prior to September 30, 2010 to meet FY2010 UNF milestones. Contractual Agreement to extend supplying TVA with LEU material for FY2011 expected by December 1, 2010.

Up to $3,950,000 of the allocated PBI fee will be paid for Contract Output 1 as follows:

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 NMO-01.01	9/30/11	$420,000; $3000 per bundle shipped; invoiced quarterly	Load and ship 140 bundles of UNF from L to H.	DOE-SR will review L-Area UNF to H-Area shipping logs/documentation.
SRNS2011 NMO-01.02	9/30/11	$500,000; $125,000 fee paid each quarter	Receive and unload FRR/DRR fuel per schedule.	DOE-SR will validate Cask Data Sheets for casks received and unloaded against the Receipt and Unloading Schedule Agreement.
SRNS2011 NMO-01.03	5/31/11	$150,000	Declare readiness to receive, unload BRR Cask in L-Area (exclusive of crane readiness)	DOE-SR will perform physical walk down and / or evaluate completed work packages.
SRNS2011 NMO-01.04	9/30/11	Up to $480,000; $30,000 per trailer; invoiced quarterly	Ship 16 LEU trailers in FY11.	DOE-SR will review MC&A form 741 (transfer documentation) for each LEU trailer.
SRNS2011 NMO-01.05	9/30/11	Up to $1,300,000; $10,000 per bundle;	Charge 130 bundles of UNF	DOE-SR will review UNF dissolver log sheets / documentation.

		invoiced quarterly		
SRNS2011 NMO-01.06	9/30/11	Up to $1,100,000; cans 1 thru 30 at $10,000 per can, cans 31 thru 50 at $15,000 per can, cans 51 thru 70 at $25,000 per can; invoiced quarterly	Repackage and dissolve (70) EU/Pu (in 3013s already at K-Area).	DOE-SR will review EU/Pu dissolver log sheets / documentation.

Contract Output: SRNS2011NMO-02

Receive, store, characterize and disposition surplus plutonium materials.

Description/Background/Justification:

H Area facilities are scheduled to process surplus plutonium materials and transfer the plutonium solution to the Defense Waste Processing Facility for disposition. Plutonium oxide removed from 3013 containers are repackaged and temporarily stored in K-Area until it is shipped to H Area facilities for processing. H Area facilities will also process other surplus plutonium materials such as GFSI metals and Eu/Pu metals.

Activities associated with the contract outputs below support receipt, storage, and processing of surplus plutonium and are needed to meet or support DOE Strategic Objectives. These objectives include: maximizing risk reduction of surplus nuclear materials, supporting nuclear nonproliferation, and utilizing SRS facilities in collaboration with NNSA to store or disposition surplus plutonium.

Assumptions: Eight of the 13 prompt gamma items under IAEA control can be measured or items can be substituted. Implementation of the HB-Line 3009 DSA will not require significant plant modifications.

GFSI: Final shipment of LAP must arrive at HB-Line (not KAC) by 10/15/10.

Up to $2,060,000 of the allocated PBI fee will be paid for Contract Output 2 as follows:

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 NMO-02.01	9/30/11	$130,000; $10,000 per can measured; invoiced quarterly	Prompt Gamma measurements of (13) 3013s in KIS	DOE-SR will review prompt gamma measurement data / documentation.
SRNS2011 NMO-02.02	9/30/11	$360,000; $20,000 per can; invoiced quarterly	18 Destructive Evaluation (DE) Surveillances.	DOE –SR will review operations log of DE completed and validation of Surveillance Program Authority (SPA) Data Set 1 parameters for the DE samples.
SRNS2011 NMO-02.03	9/30/11	$100,000; $25,000; invoiced quarterly	K-Area SNM Receipts	DOE-SR will verify drums stored in K-Area.
SRNS2011 NMO-02.04	9/30/11	$300,000; $7,500 per 3013 measured; invoiced quarterly	K-Area Uranium measurements of (40) 3013s; results are not required to fall in acceptance range.	DOE-SR will review uranium measurement data / documentation.
SRNS2011 NMO-02.05	9/30/11	$300,000; $75,000; invoiced quarterly	Prepare and ship Pu and EU/Pu items from KAC to support H-Canyon and HB-Line dissolution.	DOE-SR will review documentation of Pu and EU/Pu shipments from KAC to H.
SRNS2011 NMO-02.06	1/31/11	$50,000	OSA submittal to DOE-SR for 9975 shipments from KAC to H	Submit high quality SRNS approved OSA.
SRNS2011 NMO-02.07	12/31/10	Up to $150,000; $50,000 for each drum processed	Complete 12 drums LAP Dissolution Campaign.	DOE-SR will review LAP dissolver log sheet / documentation.
SRNS2011 NMO-02.08	9/30/11	$470,000; $9,400 fee per kg dissolved;	Dissolve 50 kgs DE-3013 (total oxide).	DOE-SR will review DE3013 log sheet, FRM 221-HB-830 documentation.

		invoiced quarterly		
SRNS2011 NMO-02.09	5/9/11	$100,000	HB-Line 3009 DSA Submittal	Submit high quality SRNS approved DSA.
SRNS2011 NMO-02.10	9/30/11	$100,000	HB-Line 3009 DSA Implementation	DOE-SR will validate completion of the SRNS Safety Basis Implementation Plan.

Contract Output: SRNS2011NMO-03

Uranium and Plutonium throughput improvement and preparation initiatives.

Description/Background/Justification:

In order to disposition all the various Uranium and Plutonium items, preparations for each campaign must be completed including DSA, NCSE, and facility mods. In order to increase throughput and interim storage of plutonium awaiting a sludge batch, additional DSA, NCSE and facility mods are required. This Contract Output integrates both initiatives to minimize changes and maximize work performed.

The contract outputs below support receipt, storage, and processing of surplus nuclear materials or UNF and are needed to meet or support DOE Strategic Objectives. These objectives include: maximizing risk reduction of surplus nuclear materials, supporting nuclear nonproliferation, utilizing SRS facilities in collaboration with NNSA to store or disposition surplus plutonium, or utilizing SRS facilities to process surplus nuclear materials and UNF for reuse in commercial power reactors.

GFSI: None identified.

Up to $1,490,000 of the allocated PBI fee will be paid for Contract Output 3 as follows:

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 NMO-03.01	9/30/11	$175,000	Install 11.5 Bi-Cell Tank and Jumpers (assumes Tank/Jumpers but not 2nd/3rd level/GV mods)	DOE-SR will review completed crane installation procedures or visually verify by inspection.
SRNS2011 NMO-03.02	5/30/11	$25,000	Complete HB-Line Phase II flush	DOE-SR will review completed procedures/documentation.

SRNS2011 NMO-03.03	1/31/11	$100,000	Perform three VSD runs in HB-Line glovebox.	DOE-SR will review completed packages or visually verify by walkdown.
SRNS2011 NMO-03.04	6/15/11	$70,000	Revise 221-H DSA for EU/Pu and Pu concentration. (DSA revision submittal to DOE, not approval)	Submit high quality SRNS approved DSA.
SRNS2011 NMO-03.05	9/30/11	$120,000	410 Valve Box Mods, CHAP and Design to 11.1 and 9.6	DOE-SR will review completed CHAP and design documentation.
SRNS2011 NMO-03.06	7/31/11	$200,000	Complete K-Area PAV Construction. with the exception of opening the KAMS wall and closing the North wall	DOE-SR will review completed construction work packages and perform a walkdown verification.
SRNS2011 NMO-03.07	9/30/11	$100,000	3009 DSA Evaporator SC steam valve installations	DOE-SR will review completed work packages/ documentation or visually verify by walkdown.
SRNS2011 NMO-03.08	8/15/11	$275,000	H Canyon UNF bundle Storage turnover to Ops complete	DOE-SR will review completed storage rack installation documentation and/or visual inspection using crane.
SRNS2011 NMO-03.09	9/30/11	$250,000	Complete redeactivation of F-Canyon	DOE-SR will verify end-point documentation.
SRNS2011 NMO-03.10	9/30/11	$175,000	Facility Acceptance of PAV MAA	DOE-SR will verify PAV MAA is established.

Contract Output: SRNS2011NMO -04

Infrastructure / Facility life extension

Description/Background/Justification:

Continuing operations increases the risk of an unplanned failure of a system, structure or component (SSC) that supports nuclear material operations. Many SSCs are old and are very expensive to replace and flat funding for infrastructure upgrades has limited the amount of spares that can be kept in inventory.

772-1F Fire Protection modifications replace the Fire Alarm Control Panels and all associated devices.

The contract outputs below support receipt, storage, and processing of surplus nuclear materials and are needed to meet or support DOE Strategic Objectives. These objectives include: maximizing risk reduction of surplus nuclear materials, supporting nuclear nonproliferation, utilizing SRS facilities in collaboration with NNSA to store or disposition surplus plutonium, or utilizing SRS facilities to process surplus nuclear materials and UNF for reuse in commercial power reactors.

GFSI: NNSA funding (allowed per NNSA Contracting Officer letter) is available for use by 10/1/10 to refurbish third cask and rail car for UNF shipments.

Up to $1,100,000 of the allocated PBI fee will be paid for Contract Output 4 as follows:

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 NMO-04.01	6/15/11	$150,000 (for completion by 6/15/11); Reduction of $25,000 for completion by 6/30/11 ($125,000).	Complete L Area 85/30 ton crane upgrade	DOE-SR will review completed work packages and verify return to service.
SRNS2011 NMO-04.02	9/30/11	$200,000	Complete 772-1F Fire Protection Modifications.	DOE-SR will review completed work packages.
SRNS2011 NMO-04.03	2/28/11	$25,000	Provide 235-F Risk Reduction preliminary PEP	Submit high quality SRNS approved preliminary PEP to DOE-SR.
SRNS2011 NMO-04.04	9/30/11	$100,000	Complete design for the 285-H substation	DOE-SR will review approved substation design.

SRNS2011 NMO-04.05	9/30/11	$100,000	Complete design for the K Area 13.8KV switchgear	DOE-SR review of approved K-Area switchgear design.
SRNS2011 NMO-04.06	9/30/11	$100,000	Replace roof over 911 Fan Room in K-Area	DOE will review completed work packages or visually validate by walkdown.
SRNS2011 NMO-04.07	5/31/11	$100,000	Replace ARU Condenser Column	DOE-SR will review completed work packages.
SRNS2011 NMO-04.08	1/15/11 or no later than the L-Area crane outage begins	$125,000	Complete upgrade of a third 70 ton cask and rail car and load with UNF for shipment	DOE-SR will review completed work packages.
SRNS2011 NMO-04.09	9/30/11	$200,000	Complete final design for DNFSB Recommendation 2004-2 for 772-F ventilation confinement modifications	DOE-SR will review design for adequacy to meet ventilation standards for confinement.

Performance Incentive Document

PBI Number:	SRNS2011SRNL
Activity Name:	Savannah River National Laboratory (SRNL)
WBS Number:	Multiple
Performance Period:	October 1, 2010 - September 30, 2011
Allocated Fee:	$2,000,000
Revision Number:	0
Senior level manager name:	Karen Hooker
Senior level supervisor/division manager name:	Ann Thomas

Performance Outcome:

SRNL's three-fold mission is to enable the success of SRS and the Office of Environmental Management (EM) operations and projects, to provide technical leadership for future site missions, and to utilize its technical expertise to provide vital national and regional support in achieving the broader goals of DOE and the federal government. The vision for SRNL is to be the nation's premier applied science laboratory in Environmental Management, National & Homeland Security, and Energy Security. A primary goal is to position SRNL into a financially sustaining, distinct business unit.

Contract Output: SRNS2011SRNL-01

Enable EM Mission Accomplishment.

Up to $1,250,000 of the allocated PBI fee will be paid for Contract Output 1

Description/Background/Justification:

Lead the EM Engineering and Technology program to reduce the risk associated with legacy defense nuclear and industrial cleanup. Develop and implement major new initiatives to provide science-based approaches to the EM mission.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011	Quarterly	**$1,250,000**	The contractor shall	Review and evaluate work

SRNL-01.01			provide objective evidence demonstrating satisfactory completion of quality products and provision of services (such as flow sheets, technology development and deployment) to reduce the technical risks of EM operations and projects at SRS and across DOE. Quarterly reports of progress will be provided and fee will be assessed quarterly. (Funding, scope and schedule will be provided by EM-HQ and EM Contractors).	deliverables and documentation quarterly to validate milestone completion and solicit customer feedback.

Contract Output: SRNS2011SRNL-02

Enhance SRNL Infrastructure and Facility Safety.

Up to $650,000 of the allocated PBI fee will be paid for Contract Output 2.

Description/Background/Justification:
Secure additional sponsors, missions, and funding, including development of enduring funding sources, to support Laboratory infrastructure to meet laboratory needs for future mission support while sustaining safety performance excellence.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 SRNL - 02.01	9/30/2011		Implement the following approved IGPPs for FY11 (assumes $4M IGPP funds available):	(a-e) Mechanical Field complete through Final Acceptance Inspection (8Q, 51) ready for turnover for testing.
		a. $35K	a. Replace Air Compressors CMP-2 and CMP-3 and Air Dryers, 775-A (LF0903)	(f) Complete design and issue purchase orders for major equipment in prep for outage and installation in FY2012.
		b. $35K	b. Replace Plenum Room HVAC Unit for Rooms 131 & 132, 736-A (LF1034)	
		c. $35K	c. Replace HVAC Unit - Standards Lab - Room 124, 736-A (LR0512)	
		d. $35K	d. Install B-Wing HAD Exhaust	

		e. $30K f. $30K	Filter Housing, 773-A (LF0618) e. Replace Fire Alarm Panel in 773-A, Room C-041 (Control Room) and 773-41A & 42A(LF1212) f. Replace HVAC Unit for Environmental Sciences Lab, 736-A (LF0617)	
SRNS2011 SRNL - 02.02	9/30/2011	 a. $15K b. $15K c. $10K d. $10K	Complete the following major maintenance cost work items: a. Complete Replacement E-Wing Air Handling Unit, SRNL - EP-20984 HVAC Supply Unit on Upper E-Wing Roof, 773-A (LF0612, Work Order # 953401) b. Replace HVAC-FAN-209004 (Heat pump) located on D Wing Roof - Work Order # 894444. c. Complete design and work package preparation for Installation of New Lighting System in E-079, 773-A - Work Order 920956 d. Complete design and work package preparation for Increasing size of 125# Steam Regulator MST-PCV-6105. (This would increase the regulator size to 2" providing greater steam capacity).	(a & b) Mechanical Field complete through Final Acceptance Inspection (8Q, 51) ready for turnover for testing. (c & d) Review and evaluation of design and work package documents.
SRNS2011 SRNL - 02.03	6/30/2011	$15,000	Implement SRNL Multi-Media capability in 703-41A Conference center. (Includes guest conferencing, and video conferencing).	Equipment is installed and ready for use.
SRNS2011 SRNL- 02.04	9/30/2011	 a. $50K b. $50K c. $50K d. $60K e. $50K	Execute DNFSB 2004-2 Projects as follows*: a. SRNL B/C OGE Standby Fan Autostart. b. SRNL B/C CHEX HEPA Bank Blanks. c. SRNL B/C Tertiary Exhaust Interlocks. d. SRNL E Wing Ventilation (Project Y189). e. SRNL E Wing Supply and	(a-c) Complete project Title II design, estimate and major work package development. (d) Complete and update project Title II design, estimate, and set Fan/HEPA Filters and support structure.

			Exhaust Interlocks. *Assumes funding is approved by 12/1/2010.	(e) Complete project Title II design.
SRNS2011 SRNL-02.05	9/30/2011	$50,000	Execute Elevator Cylinder Replacement Project in 773-A. This assumes funding is approved by 11/1/2010.	Receive replacement cylinders and complete installation for two of the four elevators through Final Acceptance Inspection (8Q, 51) ready for turnover for testing.
SRNS2011 SRNL-02.06	9/30/2011	$75,000	SRNL DSA Upgrade Project – Complete Hazards Analysis (CHA), Control Selection and Accident Analysis calculation(s) sections of the DSA.	SRNS approved CHA and Control Selection and Accident Analysis calculation(s) documents/lists.

Contract Output: SRNS2011SRNL-03

Establish SRNL as a preferred partner for industry, universities and small businesses.

Up to $100,000 of the allocated PBI fee will be paid for Contract Output 3.

Description/Background/Justification:
Provide resources and tools for developing leading edge technologies in support of the industrial, economic, and educational strength of the United States.

Number	Date	Fee	Completion Criteria	Acceptance Criteria
SRNS2011 SRNL - 03.01	2/28/2011	$25,000	Prepare procurement and WFO procedure revisions related to foreign national involvement and submit them for approval; the objective is to eliminate the requirement for identification of foreign nationals if the statement of work provided by SRNS is releasable to the public and no SRS site visit is involved.	Review and evaluation of revised procurement and WFO procedures supporting milestone completion.
SRNS2011 SRNL - 03.02	7/31/2011	$25,000	Complete partnership agreements with at least 2 more Universities for the Savannah River University	Review and evaluation of partnership agreements.

			Alliance.	
SRNS2011 SRNL - 03.03	9/30/2011	$25,000	Continue in leadership roles in the Congressionally established DOE Technology Transfer Working Group (TTWG). Select best practices for SRNL from the Speed of Business Study and initiate implementation.	Review and evaluation of all completed documents supporting milestone completion.
SRNS2011 SRNL - 03.04	9/30/2011	$25,000	Complete an SRNL Skills Inventory as addressed in the SRNL Human Capital Plan. Populate SRNS's data base with R&D (only) current staffing and proposed needs for FY12 and outyears.	Review and evaluation of all completed documents supporting milestone completion.

Performance Incentive Document

PBI Number:	SRNS2011TP	
Activity Name:	Tritium Programs	
WBS Number:	1.03	
Performance Period:	October 1, 2010 - September 30, 2011	
Allocated Fee:	Objective Amount: *(45% of allocated fee)* Nominal $5,596,764	Subjective Amount: *(55% of allocated fee)* Nominal $6,840,490
Revision Number:	Revision 0 Senior level manager name: Douglas Dearolph Senior level supervisor/division manager name: Tim Fischer	

Performance Outcome:

The Contractor shall manage the Tritium program as a defined severable work activity within the Management and Operating (M&O) contract structure so that it will be positioned to be responsive to any future direction with the National Nuclear Security Administration (NNSA) Nuclear Security Enterprise (NSE).

Contract Output: SRNS2011TP

The Tritium Performance Fee Agreement has eight contract outputs which are fully developed in the Tritium Performance Based Incentives (PBI). A summary of each contract output is provided below. The Performance Outcome and associated Contract Outputs and Completion Criteria are based on anticipated fully-funded NNSA-Headquarters (HQ) program level Work Authorizations. In the event there are any substantive differences identified in work scope or funding, this PBI will be modified in a timely manner to allow the allocated fee to be earned in FY 2011. The PBI includes both objective and subjective performance elements. The subjective elements will receive an adjectival rating using the enclosed Subjective Rating and Criteria Description table.

Number	Value	Indicator
SRNS2011TP-01	$3,109,314	Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense and NNSA (i.e., Pantex Plant) in accordance with NNSA guidance and direction. Provides incentive to the contractor to meet all requirements associated with the Helium 3 mission. This output also provides the contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. Provide the contractor incentive to achieve NNSA Reservoir Surveillance Operations work scope that is required for continuing Stockpile certification, Life Extension Program, First Production Unit and related functions.
SRNS2011TP-02	$373,118	Extraction of tritium from irradiated Tritium-Producing Burnable Absorber Rods (TPBARs).
SRNS2011TP-03	$248,745	Conduct research and development and Science, Technology and Engineering (ST&E) sustainment activities that solve complex problems related to mission of SRSO and the NNSA. These activities are sponsored by the Readiness and Engineering Campaigns, and Plant-Directed Research & Development (PDRD) and support development activities fo NNSA missions at Savannah River and other NNSA sites and maintain skill and core competencies that are critical to mission sustainability and execution.
SRNS2011TP-04	$621,863	Support the Tritium Programs mission by safe and efficient execution of projects.
SRNS2011TP-05	$1,243,725	NNSA Multi-Site Incentives

SRNS2011TP-06	$2,487,451	Operations: Maintain the Tritium Facilities in a safe, secure and responsive operating condition Facility and Site Management Maintenance Effectiveness Operations and Work Planning Quality Assurance Engineering Nuclear Safety and Fire Protection Radiation Protection National Lab Support to NNSA Training and Qualification
SRNS2011TP-07	$1,865,588	ES&H and S&S: Maintain the Tritium Facilities in a safe, secure and responsive operating condition. Emergency Management Health & Safety (excludes fire protection) Environmental Management Waste Management Safeguards and Security Cyber Security
SRNS2011TP-08	$2,487,451	Business: Maintain the Tritium Facilities in a safe, secure and responsive operating condition Fiscal Management Contractor Assurance System Program Management Project Management Information Technology/Process Control Modernization Governance

Evaluation Criteria:

SRNS2011TP	Objective and subjective evaluation criteria will be used to document review and acceptance of this performance fee agreement.
Objective Evaluation Criteria:	Will be evaluated as performance is completed and will be discussed and documented in the monthly SRSO and contractor performance meeting.
Subjective Adjectival Rating Criteria:	For those Completion Criteria that receive an adjectival grade and numerical score the following table will be used to define the different levels of performance and the corresponding grade/score that goes with the evaluation thereof.

Subjective Rating Criteria	Subjective Rating Evaluation Criteria Description	At Risk Fee Earned
Excellent	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.	91 – 100%
Very Good	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.	76 – 90%
Good	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.	51 – 75%
Satisfactory	Contractor has met overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.	1 – 50%
Unsatisfactory	Contractor has failed to meet overall cost, schedule and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.	0%

Contract Output 1. Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense and NNSA (i.e., Pantex Plant) in accordance with NNSA guidance and direction.

This work is the highest priority Stockpile Stewardship mission at the Savannah River Site. This Contract Output provides the contractor incentive to meet all Production Directive and shipping commitments on schedule. The work covered by this Contract Output is to accomplish the Directed Stockpile Work (DSW) mission to provide loaded reservoirs in support of the nuclear weapons stockpile, and to meet all monthly directive commitments for delivery of Limited Life Components (LLC) to the Department of Defense and Pantex Plant.

In addition to providing reservoirs to meet LLC directive commitments, a goal of this PBI is to drive the improvement of reservoir quality for each weapon system. The goal is to achieve a high Tritium Production Acceptance Group (TPAG) acceptance rate for each reservoir system.

This Contract Output provides contractor incentive to meet all requirements associated with the Helium-3 mission.

This Contract Output provides contractor incentive to facilitate a reduction in the number of classified parts to reduce inventory of legacy classified materials. The decrease of classified parts is accomplished by unloading reservoirs, and disposing of non-reclaimable reservoirs and other components.

This Contract Output also provides the contractor incentive to achieve NNSA Reservoir Surveillance Operations (RSO) work scope that is required for continuing Stockpile certification, Life Extension Program First Production Unit, and related functions. The Gas Transfer System (GTS) testing program is a key activity in the Nuclear Weapons Stockpile Surveillance Program. The NNSA and Design Agencies have placed a high priority on timely GTS testing and reporting. The on-time delivery of GTS test data provides key information on the performance and aging effects of GTS components, and support decisions for future weapon design.

The work scope consists of function testing, burst testing, nondestructive examinations, and metallographic examination of Stockpile Laboratory Tests (SLTs), Retrofit Evaluation System Tests (RESTs), and similar testing of units from the Life Storage Program (LSP). The work scope also includes testing of production samples. Other activities in support of the surveillance program include loading, unloading, reclamation, and storage of LSP reservoirs. Work scope is considered complete when 1) GTS performance data is documented in Rapid Analysis Promulgated To Obtain Results (RAPTOR) reports and 2)

destructive examination results are documented in Reservoir and Integrated Surveillance Information Network (RAISIN) reports for SLT and REST units, Metallurgical reports for LSP units, and annual production sample pinch weld reports for production samples. Specific work scope is documented and tracked to completion in the RSO schedule.

Up to $3,109,314 of the allocated Tritium Programs PBI fee may be earned by Contract Output 1. The available fee, portion of the maximum Contract Output 1 fee, and criteria for payment are as follows.

Essential Fee

1. $870,608 available fee for Completion Criterion 1. Monthly fee payments (1/12th of the available fee) will be earned, consistent with successful monthly performance of Completion Criterion 1.
2. $621,863 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 2.
3. $248,745 available fee of the Contract Output may be earned at the end of the assessment period for the completion of Completion Criterion 3.
4. $497,490 available fee of this Contract Output may be earned for the completion of Completion Criterion 4
5. $497,490 available fee for Completion Criterion 5. Fee payments will be made quarterly, consistent with completed performance of Completion Criterion 5 at the end of each quarter (December 31, 2010; March 31, 2011; June 30, 2011 and September 30, 2011).
6. $373,118 available fee for Completion Criterion 6. Fee payments will be made quarterly consistent with completed performance of Completion Criterion 6 at the end of each quarter (December 31, 2010; March 31, 2011; June 30, 2011 and September 30, 2011).

Completion Criteria

1. Complete the monthly loading, packaging, and shipping of reservoirs per Savannah River Site Office (SRSO) Production Directive and the monthly shipping schedule.
2. The total reservoir product of all weapon systems will have a facility TPAG acceptance rate of 98.5% or greater for completed items. The weapon systems to be measured are B61, W76-0, W76-1, W78, W80, B83, W87, and W88. The calculation will be annualized such that the defect rate will be based on the total number of reservoirs submitted for inspection during the year. If the TPAG acceptance rate performance is 98.5% or greater, then 100% of the available fee will be earned. The fee earned for this Completion Criterion will be determined as follows:
    - TPAG acceptance rate greater than or equal to 98.5%, fee earned will be 100% of the available fee.
    - TPAG acceptance rate equal to 98.0% but less than 98.5%, fee earned will be 75% of the available fee.
    - TPAG acceptance rate equal to 97.0% but less than 98.0%, fee earned will be 50% of the available fee.
    - TPAG acceptance rate less than 97.0%, no fee will be earned for this Completion Criterion.
3. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the Department of Energy (DOE) Isotope Program.
    a. Process Helium-3 by-product so that it is available for sale through the DOE Isotope Program. This is to be accomplished without adverse impact to the central mission of the H-Area New Manufacturing (HANM) facility.

b. Quantify the amount of Helium-3 that is currently not recovered from routine gas processing operations by February 1, 2011.
c. Define the operational activities or processes with the potential for improved recovery of Helium-3, and quantify the additional amount that could be recovered from each activity or process by April 1, 2011.
d. Develop a proposal that outlines opportunities to increase the amount of Helium-3 recovered from routine gas processing operations. Discuss the difficulty and expected cost of each opportunity by June 1, 2011.

4. Dispose of 2634 reservoirs as part of the Classified Parts Reduction program. Criterion is met when reservoirs are stored in waste containers (e.g., B-12/B-25/RD-100) for disposal.
5 Function Testing. Completion of 140 Function Test Equivalents with test data documented in RAPTOR reports.
6. Post-Function Testing. Completion of destructive examinations of 30 LSP units and documentation of results in Metallurgical reports.

Assumptions

1. For Completion Criterion 1.
   a. The basis for evaluation will be loading / shipping of Production Directive requirements as specified to the contractor by NNSA-SRSO in a 3 month "look ahead" Production Directive schedule. A new Production Directive will be issued by NNSA-SRSO each month. If SRNS considers that the specified schedule changes will increase costs or delay any delivery, SRNS shall promptly notify the NNSA-SRSO Contracting Officer, orally, followed by confirmation and explanation of the notification in writing within 5 working days. Following submission of the written notice of impacts, SRNS shall await further direction. Shipping is performed in accordance with a monthly shipping
   schedule. If packaging is completed but a shipment is missed for some reason beyond SRNS control, the Completion Criteria shall be considered complete.
   b. Performance is evaluated monthly. Any missed shipment as a result of SRNS performance will result in nonpayment for that month's portion of this Contract Output.
   c. Failure to maintain acceptable quality performance, as indicated by the following established metrics will subject SRNS to the following described fee reductions.
      1. Cost of Non-Conformance (CONC) evaluates the Tritium Facilities cost of nonconformance as compared to the Tritium Facilities total product cost. A fee deduction may be imposed if cost exceeds 1.75% in any month. At the end of the PBI period if the annual CONC is less than or equal to 1%, SRSO may grant payment of any previously unearned CONC fee.
      2. The maximum total fee deduction associated with any month's reservoir shipment (Completion Criteria 1) cannot exceed the monthly maximum fee payment.

2. For Completion Criteria 2, TPAG formula is based on the following;
   a. The formula for arriving at a Fiscal Year To Date (FYTD) percentage for First- Time Use Evaluation (FUE) is as follows: Combined percentage ((Monthly percentage of finished units accepted + Monthly percentage of reclamation units accepted) /2)

provides the average monthly percentage. To annualize the monthly averages are added together YTD divided by the number of months YTD.

3. For Completion Criterion 5.
   a. This PBI will use the Function Test Equivalents which have been developed and jointly agreed upon by SRSO and SRNS. Test equivalents may be modified to respond to changes in testing requirements or methodology by SRSO or the Design Agencies.
   b. Completed function tests that have not had their respective RAPTOR reports issued before the next fiscal year begins for reasons not attributable to SRNS performance shall not be cause for fee reduction.
   c. Completion Criteria delays resulting from a function test system or environmental conditioning system malfunction not attributable to SRNS performance will allow the adjustment of the Completion Criteria and reallocation of the fee. SRSO has accepted risk for single-point failure in lieu of additional costs to provide redundant and backup capability.

Government Furnished Services / Items

1. War Reserve components required from other sites to support the Production Directive must be received at SR, free of defects, with sufficient plant required lead time in advance of the scheduled ship date. Processing and shipping of components not meeting these requirements, and / or due to changes to the Production Directive less than 90 days in advance of the ship date, will be accomplished in a "best effort" manner, and SRNS will not be penalized for failure to meet the scheduled date.
2. The number of reservoirs to prepare for disposal is based upon current direction as to which reservoirs were authorized for disposal. In the event that SRNS is directed to delay disposal of additional reservoir types, the number of reservoirs established in Completion Criterion 4 will be reduced consistent with delayed quantities.
3. Supporting agencies must provide timely delivery of components required for testing.
4. There will not be a delay in testing that is directed from the Design Agencies due to systematic anomaly not associated with SRNS negligence.

Contract Output 2. Extract tritium from irradiated Tritium-Producing Burnable Absorber Rods.

This Contract Output provides the contractor incentive to complete selected tritium production-related milestones that are significant to support the Tritium Readiness Program and operation of the Tritium Extraction Facility (TEF) to receive and extract TPBARs. The TEF will be operated in accordance with the TEF Annual Operating Plan and the Responsive Operations Plan.

Completion of the activities cited in this Contract Output will replenish the Nuclear Security Enterprise inventory of tritium. Meeting these work requirements is dependent upon the proper functioning and availability of a one-of-a-kind facility, many complex pieces of equipment, and the availability of a knowledgeable staff for operation and maintenance.

Up to $373,118 of the allocated Tritium Programs PBI fee may be earned by Contract Output 2 as follows.

Essential Fee

1. $373,118 of available fee for Contract Output 2 may be earned at the completion of Completion Criterion 1.

Completion Criteria

1. Extract Cycle 9B TPBARs by July 31, 2011. Tritium extraction activity is complete when gas has been extracted from the Cycle 9B TPBARs and is accounted for in ARMS.

Assumptions

None.

Government Furnished Services / Items

None.

Contract Output 3. Conduct Research and Development and Science, Technology and Engineering (ST&E) sustainment activities that solve complex problems related to mission of SRSO and the NNSA.

These activities are sponsored by the Readiness and Engineering Campaigns, and Plant-Directed Research & Development (PDRD) and support development activities for NNSA missions at Savannah River and other NNSA sites and maintain skill and core competencies that are critical to mission sustainability and execution.

Research and development activities are conducted to solve complex problems related to the mission of SRSO and the NNSA.

A focused research and development program advances the design and manufacture of Gas Transfer System components and manufacturing methods.

This Contract Output provides the contractor incentive to complete research and development activities that support NNSA missions at Savannah River and other NNSA sites and maintain skill and core competencies that are critical to mission sustainability and execution.

Up to $248,745 of the allocated Tritium Programs PBI fee may be earned by Contract Output 3 as follows.

Essential Fee

1. $49,749 available fee for this Contract Output may be earned for the completion of Criterion 1.
2. $49,749 available fee for this Contract Output may be earned for the completion of Criterion 2.
3. $49,749 available fee for this Contract Output may be earned for the completion of Criterion 3.
4. $49,749 available fee for this Contract Output may be earned for the completion of Criterion 4.
5. $49,749 available fee for this Contract Output may be earned for the completion of Criterion 5.

Completion Criteria

1. Complete an annual Enhanced Surveillance stockpile aging assessment and provide a report to support the annual assessment process and the Technical Basis for Stockpile Planning (TBSTP). Issue annual report to NNSA-HQ by December 31, 2010.
2. Support of the Enhanced Surveillance stockpile aging annual assessment. Develop design and cost estimate for enhanced fracture toughness test high-pressure hydrogen apparatus and issue summary report by September 30, 2011.
3. Install next suite of Gas Transfer Systems diagnostics for surveillance by developing ultrasonic inspection method for W76-0 reservoir and issue report on laboratory demonstration of methodology by September 30, 2011.

4. Complete testing of Zinc-65 filter configurations per Test Plan and issue report by June 30, 2011.
5. Complete TMED-4 baseline materials property testing and issue report by September 30, 2011.

Assumptions

None

Government Furnished Services / Items

None.

Contract Output 4. Support the Tritium Programs missions by safe and efficient execution of projects.

Up to $621,863 of the allocated Tritium Programs PBI fee may be earned by Contract Output 4 as follows.

Essential Fee

1. $37,312 available fee of the Contract Output may be earned for the Completion of Completion Criterion 1.
2. $124,373 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2a.
3. $124,373 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2b.
4. $37,312 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2c.
5. $37,312 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2d.
6. $124,373 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2e.
7. 37,312 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2f.
8. $37,312 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2g.
9. $37,312 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2h.
10. $24,875 available fee of the Contract Output may be earned for the Completion of Completion Criterion 2i.

Completion Criteria

1. He-3 Projects

   a. The Helium-3 program is executed to support the Memorandum of Understanding between the NNSA-SRSO and the DOE Isotope Program.

      For Project Y504 He-3 Separation and Bottling Process, mechanical complete (excluding the DI tie in) will be by July 30, 2011.

2. Facility Projects

   a. For the Project Y607, Hydro burst Relocation project, a satisfactory completed design will be submitted to SRSO and procure the brazer, drill press, and data acquisition system by September 15, 2011.

   b. For Project Y606, Process Support Building Utilities mechanical complete will be accomplished by March 30, 2011.

c. For Project Y567, PS/ZR Glovebox Piping Modifications, mechanical complete will be accomplished by August 31, 2011.

d. For Project Y600, HOAM Remote Alarm Monitoring, installation, mechanical complete will be by June 30, 2011.

e. For Project Y587, TEF Tie-in DCS to HANM, mechanical complete will be by May 31, 2011.

f. For Project Y556, Wireless Sensor, installation, and prototype testing in 723-A will be completed by December 10, 2010.

g. For Project Y523, 720-H Chiller Replacement, mechanical complete will be by January 30, 2011.

h. For Project Y554, Unloading Line B Modification, a satisfactory completed design will be submitted to SRSO, initial equipment and supplies purchased, and construction work packages prepared and submitted by September 15, 2011 that will allow start of construction in October, 2011.

i. For Project Y568, Control Room Cooling, mechanical complete will be by February 28, 2011.

Assumptions

Assumptions are included in the individual Completion Criteria.

Government Furnished Services / Items

None

Contract Output 5. Participate in the NNSA Multi-Site Incentives and NNSA Nuclear Security Enterprise Initiatives.

Participate in the NNSA Multi-Site Incentives (MSIs) by working with Nuclear Security Enterprise partners to achieve Enterprise-wide goals. Although SRS Tritium Programs' level of participation will vary across the individual Multi-Site Incentives, the distribution of available fee according to Assumption 1 encourages partnership with other Nuclear Security Enterprise (NSE) sites to achieve NNSA's objectives. This is the purpose of Multi-Site Incentives.

Up to $1,243,725 of the allocated Tritium Programs PBI fee may be earned by Contract Output 5 as follows.

Essential Fee

1. 10% available fee of the allocated Tritium Program PBI fee may be earned at the completion of Completion Criterion 1. The fee is distributed per Assumptions 1 and 2.

Completion Criteria

1. Participate in the FY 2011 MSIs cited in the NNSA Milestone Reporting Tool (MRT) by working with Nuclear Security Enterprise (NSE) partners to achieve NSE-wide goals. Successful completion for each individual milestone within the overall MSI is assigned by NNSA Headquarters. Any unspecified % allocation to the Site Office Manager discretion will be provided as Technical Direction to the Contractor subsequent to this PBI approval.

Multi-Site Target Assumptions

1. Letter, NA-10 to Distribution, FY2011 Multi-Site Targets and Success Criteria.
2. Inclusion of specific scope and fee distribution into this PBI will be accomplished through a letter issued by the National Nuclear Security Administration Savannah River Site Office (NNSA-SRSO) Manager to Savannah River Nuclear Solutions, LLC (SRNS).

Government Furnished Services / Items

1. NNSA Headquarters defines the FY 2011 Multi-Site Incentives with associated completion criteria and fee distribution method.

Contract Output 6. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (Operations)

This Contract Output emphasizes Operations programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Operations in the following areas:

Facility and Site Management
Maintenance Effectiveness
Operations and Work Planning
Quality Assurance
Engineering
Nuclear Safety and Fire Protection
Radiation Protection
National Lab NNSA Support
Training and Qualification

Up to $2,487,451 of the allocated Tritium Programs PBI fee may be earned by Contract Output 6 as follows.

Essential Fee

1. 20% available fee of the allocated Tritium Program PBI fee may be earned at the end of the assessment period for Completion Criteria associated with Operations. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

Operations

A. Facility and Site Management. SRNS will comprehensively manage the Tritium Facilities and will continuously assess and report on all aspects of the health and condition of Tritium Operations facilities to ensure that issues and problems are raised to the appropriate level for resolution through submittal of appropriate metrics.

Completion criteria include:

1. The ten year site plan for the Tritium Facilities, as required by NNSA and RPAM, will be updated annually to reflect the facility improvements, replacements-in-kind, and general facility maintenance required to support the active programs and missions. This document will comply with the format, content, and schedule provided by NNSA/HQ.

2. Health and condition of the major production facilities, as evidenced by facility assessments and the monthly facility availability metric, will be accurately reported each month and will demonstrate that the facilities are available to meet the mission deliverables.
3. Real property assets will be maintained in a cost-effective manner that includes management of Deferred Maintenance (reported yearly), facility improvements, and Replacement-In-Kind (RIK) projects to ensure facilities and equipment are available to meet mission deliverables. The Facility Information Management System (FIMS) reporting requirements are timely, accurate, and include the Facility Condition Index (FCI).
4. Concurrent with the budget cycle and ten year site plan for the Tritium Facilities, provide NNSA/SRSO an analysis of the Tritium Facilities deferred maintenance, replacement plant value and FCI. Include funding needs to stabilize and improve the FCI along with maintenance and project recommendations.

B. Maintenance Effectiveness. Ensure implementation of a cost-effective, comprehensive, and efficient Maintenance Program that accomplishes the work required to prevent degradation of the condition of the facilities and equipment to ensure that the facilities and equipment are available to support the mission. Metrics (such as locked-in completion, open work activities, corrective maintenance backlog, etc.) shall provide an accurate representation of performance, and will identify areas for improvement.

C. Operations and Work Planning. SRNS Tritium Programs' work will be effectively executed in accordance with Conduct of Operations practices and requirements as defined in the S/RIDs and work will be effectively planned and coordinated.

Completion criteria include:

1. Effective Operations and Work Planning implementation, as indicated with Conduct of Operations issues metrics, the valving performance metric and the lockout/tagout metric will be accurately reported each month and will demonstrate acceptable trends.
2. Implementation of continuous improvement initiatives of Operations and Work Planning, as indicated by the Self-Reported Errors, Assessments, and Reviews for Continuous Improvement metric, will be accurately reported each month and will demonstrate that self assessments and facility personnel are identifying errors and other areas for improvement. The metric will also demonstrate that fact finding and post job reviews are being conducted as appropriate and in a timely manner. In addition, corrective actions identified in the reviews are effective and result in improving trends in operations and work planning activities.

D. Quality Assurance. The Tritium Quality Assurance Program will be managed and implemented in accordance with the requirements of 10 CFR 830, DOE Order 414.lC, NNSA directives (e.g., QC-1, Primary Standards Laboratory memorandum, Development and Production Manual) as defined in S/RIDS and the SRS 1Q Manual.

Completion criteria include:

Business:

1. The aggregate of survey and assessment (SRSO, SRNS and external) results provide confidence that quality is assured through an effectively implemented QA program.
2. Provide quality and process improvements, report and trend improvements including corrective action/prevention of recurrence.

Product:

3. Effectiveness of product/production is evidenced by quality trending of defects and non-conformance metrics from TCNCR, UR, and IMR reports, and the associated Cost of Nonconformance.
4. Effectively perform delegated stamping authority and ship product as scheduled that meets NNSA quality acceptance and shipping requirement

E. Engineering. The Engineering Program will be managed and implemented in accordance with the requirements of DOE O 420.1B Facility Safety (as defined in S/RIDS) and the SRNS Engineering Manual (E7) Procedures.

Completion criteria include:

1. Perform and maintain compliant engineering product deliverables that support operations and projects.
2. Engineering function provides Safety System configuration management and ensures that Safety Systems will perform as described in the safety basis. The engineering function will also support the Defense Programs mission and support design agency requirements. These functions will generally be met by the following expectations:
   i. Existing system Technical Baseline drawings are current and reflect the field conditions.
   ii. System Design Descriptions (SDDs), as indicated by the monthly engineering metric, will be updated to reflect the current facility configuration in accordance with the SDD update schedule.
   iii. The assigned system engineer demonstrates sufficient depth of knowledge of their system to support the operations, maintenance, and safety basis management.
   iv. Execute field trials and pilots of System Life Planning, System Engineer Notebooks, and System Walkdowns. Monitor and report progress for engineering pilot initiatives through metrics, engineering notebooks, and new electronic system walkdowns. Provide planned actions to abandon modify or fully implement each initiative.

3. Demonstrate Technical Leadership both within SRNS and in the Nuclear Security Enterprise through appropriate participation in DOE-HQ engineering related improvement initiatives, and ongoing staff initiatives.

F. Nuclear Safety & Fire Protection. The Tritium Safety Basis and Fire Protection (FP) Programs will be managed in accordance with applicable regulations, DOE Directives (as defined in S/RIDS), and site requirements

Completion criteria include:

1. SRNS and SRSO review results confirm the Safety Basis Program achieves and maintains full compliance with regulatory requirements (10CFR830, Subpart B), DOE/NNSA requirements, and S/RID applicable safety basis requirements.
2. Perform and maintain compliant safety basis engineering product deliverables that support operations and projects. These products include DSAs, TSRs, hazard evaluations, USQD documents, and supporting analyses.
3. Demonstrate a mature company independent review process for safety basis documents requiring submittal to NNSA SRSO for approval (e.g., DSA and TSR including all annual updates and revisions).
4. Continue the TORC and the process and expectations for assessments. The TORC shall provide routine oversight of the facility safety basis program in accordance with the approved TORC Charter, with review and assessment of emerging facility safety issues as well as major occurrences associated with facility safety performance.
5. Develop and submit the following items per the target completion dates:
    a. Develop and submit the FY11 Tritium Facilities Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    b. Develop and submit the FY11 TEF Annual Safety Basis Update as defined by the Tritium Programs Milestone Schedule.
    c. Finalize and submit the TEF DSA upgrade as defined by the Tritium Programs Milestone Schedule.

6. Proper implementation and maintenance of the Fire Protection Program will be indicated through metrics which reflect the minimization of system impairments, false alarms, and track and trend system and component failures.

G. Radiation Protection. SRS Tritium Programs' Radiation Protection Program will be managed and implemented in accordance with the requirements of 10 CFR 835, applicable S/RIDs, and the SRNS Radiological Protection Program.

Completion criteria include:

1. The aggregate evaluation of assessment results and metrics, including facility contamination events, personnel contaminations and radiation exposure, habitability survey performance, and breached glove events, shows the radiological protection program is implemented in accordance with requirements.
2. No significant deficiencies occur which negatively impact the performance of Tritium operations or accomplishment of missions.

H. SRNL Support to NNSA

Completion Criteria include:

1. PDRD – Maximize Relevance, Quality, and Performance. List of measures (or demonstrate) PDRD impact, quality and relevance by periodic reports.

I. Training and Qualification. The Tritium Training and Qualification Program will be managed and implemented in accordance with the requirements of DOE Order 462.2, Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities, as defined in the S/RIDS, and plant policies and procedures.

Completion criteria include:

1. No significant programmatic training deficiencies will occur which affect the performance of Tritium Program activities or accomplishment of mission.
2. Operations Technical Qualification Expiration for all Operations Watchstander employees is tracked, reported, and maintained to demonstrate that fully qualified facility personnel are available to support accomplishment of the mission.

Contract Output 7. Maintain the Tritium Facilities in a safe, secure and responsive operating condition. (ES&H/S&S)

This Contract Output emphasizes Safety and Health and Safeguards and Security programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criteria associated with Safety and Health and Safeguards and Security in the following areas:

Emergency Management
Health and Safety
Environmental Management
Waste Management
Safeguards and Security
Cyber Security

Up to $1,865,588 of the allocated Tritium Programs PBI fee may be earned by Contract Output 7 as follows.

Essential Fee

1. 15% available fee of the allocated Tritium Program PBI fee may be earned at the end of the assessment period for Completion Criteria associated with Safety and Health and Safeguards and Security. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Completion Criteria

Safety & Health / Safeguards & Security

A. Emergency Management. Ensure implementation of a cost-effective, comprehensive, and efficient Emergency Management Program that ensures response to and mitigation of abnormal events by a knowledgeable and fully trained workforce with minimum impact to mission accomplishment. Metrics shall provide an accurate representation of performance, and will identify areas for improvement.

B. Health & Safety. Ensure implementation of a cost-effective, comprehensive, and efficient Health & Safety Program that ensures response to and mitigation of abnormal events by a knowledgeable and fully trained workforce with minimum impact to mission accomplishment. Metrics shall provide an accurate representation of performance, and will identify areas for improvement.

C. Environmental Management. Ensure implementation of a cost-effective, comprehensive, and efficient Environmental Management Program that ensures no significant deficiencies will occur that affect the performance of the SRNS Tritium operations accomplishment of missions. Metrics shall provide an accurate representation of performance, and will identify areas for improvement.

D. Waste Management. Ensure implementation of a cost-effective, comprehensive, and efficient Waste Management Program that ensures minimum waste generation, minimum waste accumulation in the facilities, and compliance with the waste acceptance criteria for disposal. Metrics shall provide an accurate representation of performance, and will identify areas for improvement.

E. Safeguards and Security.

Operate an effective and efficient Safeguards and Security Program that meets DOE, NNSA, and Site requirements/directives and expectations as verified by Contractor self- assessment, SRSO oversight, and external inspections. Maintain effective performance while completing milestones on schedule and within budget

Completion Criteria include:

1. Support the NNSA Enterprise through DNS Management Excellence.
    a. Provide transparency into the security budget formulation and execution activities. Site FS-20 budgets must align with NNSA Field CFO issued costing principles.
    b. Incorporate traceability across all security planning documentation, (i.e., Tritium Programs Work Authorization and Execution Plan (WAEP), Budget Requests, Site Safeguards and Security Plans, Performance Evaluation Plans, including Performance Based Incentives, etc.) Site Office approved FY11 WAEP must be provided to DNS by October 1st for the following Fiscal Year
    c. Provide 100% alignment of resources, i.e., Full Time Equivalent (FTE) and subcontractors to WAEP.
2. Security plans, policies and procedures are to be updated to reflect NNSA security policy by FY 2011 or as stated in the NNSA security policy.
    a. Implement security reform to improve mission effectiveness and drive cost efficiency.
    b. Implement program improvement tied to NNSA security standards in accordance with SRNS Contract Modification process and mutually agreed upon implementation schedule.

3. Achieve efficiencies based on the current state of the site security footprint. (Security footprint includes documents, buildings, clearances, VTRs, etc.)
    a. Drive cost efficiencies through reducing the Security Footprint.
    b. S&S should work with site operations to evaluate and implement a plan to achieve a reduction in the site security footprint to include reducing unnecessary facilities and surplus materials (classified parts, documents, VTCs, etc.) to ensure a "cradle to grave" handling of classified
        - reduce classified document holding 5% (Stretch 10%)
        - reduce classified part inventory as described in contract Output No.1.

4. Develop site specific condition assessments and life cycle cost management plans for all FS-20 funded security systems and components. Produce a plan with components that address the following concepts:
   a. Realize operational efficiencies through modernization or operational/process improvements.
   b. Evaluate, develop, and implement a systems modernization plan to include economical life cycle management for physical security systems as approved by the Site Office considering the Enterprise-wide perspective.

5. Achieve overall satisfactory or effective performance on Site Office and external surveys or assessments. There should be no repeat findings or deficiencies to include DNS and HSS OIO identified issues.
   a. Maintain and sustain an effective S&S programs in all function areas (PM&S, Information Protection, MC&A, Physical Security and SAP).
   b. Conduct S&S self-assessment in all S&S Tritium functional areas and provide periodic performance conclusions to the Site Office.
   c. All corrective actions are completed on-time, within agreed budget, and effectively address the performance issues.

6. Use current Site Lessons Learned program to ensure S&S information is shared throughout the Tritium Facility.

7. Ensure S&S security staff are trained in accordance with the site S&S Training Plan.

F. Cyber Security. Operate effective and efficient Cyber Security activities that meet DOE, NNSA, and Savannah River Nuclear Solutions (SRNS) requirements/directives and expectations as verified via contractor self-assessments, SRSO oversight, and external inspections.

Completion Criteria include:
1. Develop and implement an effective risk management framework utilizing NIST guidelines by 12-01-2010. Risk management framework must define cyber governance processes and organizations.
2. Implement an effective management operating system that incorporates a comprehensive self-assessment program that provides assurance to Federal Site Manager that the site is managing the risk envelope appropriately, security weaknesses are identified in a timely manner and corrective action plans are developed, tracked and maintained, corrective action plans are closed per schedule, significant Tritium risks are adequately evaluated and that sensitive information and information systems are properly protected.
3. Provide quarterly status report to NNSA OCIO CSPM on the state of cyber security program to include cyber security requirements implementation.
4. Actively participate in the NNSA Headquarter zero-based review of cyber security.
5. Actively participate in the feasibility study, development of plans and selection of an automated FISMA reporting and data collection capability; risk management registry; asset management, configuration and patch management capability; continuous monitoring capability; and tool sets for network mapping for NNSA environments.
6. Participate in Cyber Tracer (TracerFire) Activities.

Contract Output 8. Maintain the Tritium Facilities in a safe, secure, and responsive operating condition. (Business Management)

This Contract Output emphasizes Business programs that provide the physical infrastructure and operational capabilities required to conduct Directed Stockpile and Campaign activities.

This Contract Output has a single Completion Criterion associated with Business in the following areas:

Fiscal Management
Contractor Assurance System
Program Management
Project Management
Information Technology/Process Control
Modernization
eSourcing
Governance

Up to $2,487,451 of the allocated Tritium Programs PBI fee may be earned by Contract Output 8 as follows.

Essential Fee

1. 20% available fee for the Tritium Programs performance may be earned at the end of the assessment period associated with Business Management. Fee will be determined at the end of the assessment period for each Completion Criterion commensurate with performance as measured by the Subjective Adjectival Rating Criteria.

Business Management

A. Fiscal Management. Budget and financial deliverables per the Planning, Programming, Budget, and Evaluation (PPBE) process will be provided in accordance with established due dates.

Completion criteria include:
SRNS Tritium will maintain effective and timely information response processes. Information requests, budget exercises, work insertion requests, etc., will be fully supported and evaluated on criteria such as quality and timeliness, proactive resolution of emergent issues and concerns, communications, etc.

SRNS will maintain an effective and efficient funds controls system.

i. No legal or administrative violations occur with regards to the management of appropriations for which controls have been established by DOE/HQ, or for which funds of other federal agencies or governmental entities have been entrusted to DOE for performance of supporting scopes of work. (Tritium only)

ii. Uncosted balances are maintained consistent with sound financial management. Due consideration will be given to multi year expense projects, multi-year program and productivity strategies and timing of funding and scope direction.
iii. Reprogramming actions and supplemental financial plans will be timely, accurate, comprehensible, and minimized via advance planning and forecasting processes. Any identified need for a reprogramming action will be identified early in the fiscal year, have SRSO program approval, and clearly identify all funding sources. Due consideration will be given for late year reprogramming request driven from customer requested schedule changes and mutually agreed upon program and business opportunities.
iv. Indirect costs and rates will be tracked and managed to identify and mitigate potential perturbations to planned direct work.
v. Outline a strategy and procedures to maximize the utilization of the unique scientific expertise of the laboratories while providing a rational financial basis for acceptance of such work.

SRNS will have a controlled integrated baseline for all Tritium programs, projects and functions by the end of FY 2011. The baseline will appropriately:

i. Include the NNSA Uniform Program Cost Reporting Structure format elements
ii. Be compatible with and in a Work Breakdown Structure (WBS) format ready for incorporation into the NNSA Cost Management Initiative database
iii. Have tools in place to (1) manage mission changes in scope, cost and schedule, (2) compare Actual Cost to Budgeted Cost (3) accurately forecast estimated cost to complete and estimated total costs at completion, and (4) document deviations from the performance measurement baseline and notify the Contacting Officer of such changes on a timely basis
iv. Prohibit retroactive changes to records pertaining to work performed that will change previously reported costs, except for correction of errors and routine accounting adjustments
v. Prohibit retroactive changes for funding fluctuations or revisions in EAC

Completion criteria include:
1. Offline quarterly and year-end reporting will be provided per reporting requirements.
2. Impact analyses and ad hoc exercises will be responded to in a timely manner and be coordinated with SRNS.
3. Budget formulation requirements will be provided per requirements and coordinated with all appropriate organizations.
4. Financial reporting will demonstrate effective and transparent accounting practices.
5. The integrated baseline will be in place and ready for validation by the NNSA CFO by September 30, 2011. (Implementation is predicated on receiving requirements in appropriate timeframe.).

B. Contractor Assurance System. SRNS will have a Tritium-wide, comprehensive, and integrated Contractor Assurance System (CAS). As efforts move forward to implement "Governance" within

the Tritium Facilities, SRSO acknowledges that the CAS will be evolving to fit the new governance model.

Completion criteria include:

1. Demonstrate an effective, comprehensive, integrated CAS Program. Elements include the following.
   i. Integrated assessment schedule (includes internal audit, independent assessments, and management activities)
   ii. Integrated assessment results (includes all formal assessment activities)
   iii. Integrated risk management priorities
2. Demonstrate that an issues management system is implemented, and results are regularly reviewed by senior management. (This includes capturing program and performance deficiencies, regardless of their source, in a system or systems that provides for analysis, resolution, and tracking.)
3. Support the Line Oversight Contractor Assurance System (LOCAS) initiative.
   i. Identify LOCAS control metrics to support the following six Performance Categories. (1) Environment, Safety, and Health (ES&H), (2) Nuclear Safety, (3) Cyber Security, (4) Safeguards and Security, (5) Emergency Management, and (6) Business Management.
   ii. Review metrics with the SRSO LOCAS Manager quarterly basis to demonstrate the effectiveness of LOCAS control metrics in measuring contract/contractor performance. The metrics may be reviewed more frequently if warranted.
   iii. Refine metrics as LOCAS performance matures.

C. Program Management. SRNS will manage programs consistent with the NNSA Program Management Policy (BOP-006.001) and the Defense Programs Program Management Manual. A Program is a group of ongoing activities and related projects conducted with a defined set of resources (financial, human, etc.) managed in a coordinated way to achieve mission objectives and obtain benefits not available from managing them individually.

Program Management within Tritium Programs applies primarily to RTBF, DSW, Engineering and Readiness Campaigns, FIRP, S&S, etc.

Program Management philosophy views programs as falling across a spectrum ranging from operational or level-of-effort programs, such as surveillance of the nuclear weapons stockpile at one end, to major capital acquisition projects at the other end. The diversity of programs within the NNSA demands the "tailored" application of the program management principles to accommodate the requirements of each program.

Completion criteria include:
Plan, execute, and manage to established scope, cost, schedule, and risk baselines for all program elements including:

1. Each individual program will be planned, executed, managed, and will maintain acceptable cost and schedule performance as established by Work Authorization Directives, Prioritized Project Lists, PCD Requirements, Baseline Dismantlement Schedule, program implementation plans, program execution plan, and all other program requirements.

2. Aggregate evaluation of review results indicates programs are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
3. SRNS' scope associated with NNSA Milestone Reporting Tool (MRT) Level 1 and 2 milestones will be completed on schedule. This excludes milestones associated with the Multi-Site PBI that are addressed in Contract Output 5.
4. Information requests, budget exercises, work insertion requests, etc., will be supported. Develop and submit business cases as requested.
5. Submit Performance reports as required by individual Programs' Execution Plans.
6. Quarterly program status reviews are conducted that contain overall indices of performance, analysis of baseline variances, trends, funds and reserve management, and risk management. A review of HQ deliverables and issues will also be discussed.

D. Project Management.

Completion criteria include:

1. Aggregate evaluation of review results indicates projects are routinely implemented in accordance with requirements. No significant deficiencies will occur which affect the performance of the SRNS Tritium operations or accomplishment of missions.
2. Safety will be emphasized for all aspects of the project from design through startup. Ensure effective integration of safety and security into the design and construction of all nuclear line item projects in accordance with DOE-STD-1189. Projects safety indices demonstrate prime and subcontractor performance meet or exceed national safety performance standards and the Departmental/Site Office safety goals as prescribed. Projects will routinely discuss safety in meetings for project personnel and will emphasize lessons learned at SRS construction sites and projects at other DOE sites. During construction phase each project manager or designee will proactively participate and conduct safety walk downs and document on Management Field Observation forms in STAR.
3. Manage projects within established scope, cost, and schedule baselines per SRSO approved Integrated Priority List. Cost and schedule performance are measured through Cost Performance Index (CPI) and Schedule Performance Index (SPI) for large projects and cost and schedule baselines for small projects. CPI and SPI are at or above 0.90
4. Project activities and resources are effectively planned and integrated to ensure the performance baseline is maintained. This includes the use of integrated, resource loaded schedules in the day –to-day management of projects.
5. Monthly project status reports are timely and submitted for each line item project, GPP/GPE/MIEs, and for selected operating expense funded projects. Reports contain indices of overall project performance. Reports include analysis of baseline variances, trends, funds, and contingency management, risk management. Reports contain baseline change control register.
6. Provide an end state assessment for buildings 234-H (office area), 236-H, 237-H, and 238-H by April 30, 2011.

E. Information Technology/Process Control. Ensure implementation of a cost-effective, comprehensive, and efficient Information Technology/Process Control Management Program

that ensures no significant deficiencies will occur that affect the performance of the SRNS Tritium operations accomplishment of missions. Metrics shall provide an accurate representation of performance, and will identify areas for improvement. The system availability of the Tritium classified network and the Enterprise Secure Network (ESN), as evidenced by the System Availability metric, will demonstrate that the classified networks are available to support NNSA missions.

F. Modernization

Completion criteria include:

1. Enterprise Initiatives
    a. Record of Decision
        i. Facilitate communication and implement actions needed by the Nuclear Security Enterprise to support the Record of Decision.(Tritium R&D)
    b. Transformation Activities
        i. Support key modernization and strategic planning initiatives.
    c. Stockpile Services Modernization Plan (SSMP)
        i. Work with NNSA-SRSO, NNSA-HQ, and the NSE to support the key Congressional inputs required in SSMP document updates and it's strategies within funding limits.

2. Facility Modernization
    a. Demonstrate support for implementation of the Tritium Programs transformation strategies and goal per NNSA direction within funding limits.
    b. Support key facility modernization and strategic planning initiatives, such as the Tritium Programs Strategic Plan, Human Capital Management Plan, and Business Transformation Plan within funding limits.

G. eSourcing:

Completion criteria include:
Evaluate the eSourcing tools available at the NNSA Supply Chain Management Center, develop an implementation plan. The plan should address the schedule for (1) incorporating SCMC tools into the SRNS purchasing practices and resources to (2) support SCMC commodity teams as applicable. The evaluation should at a minimum address the available tools and applicability to SRNS purchases, compatibility with the proposed ERP system, an implementation schedule, estimated costs, and potential savings.

H. Governance:

Completion criteria include:
SRNS will support the NNSA Governance Reform initiative being implemented across the complex, such as the Enterprise Reengineering Team and the NNSA Directives Review as needed if not addressed by the current facility governance initiative. The current expectation is that the majority of the activities necessary to implement governance within the Tritium facilities will be completed in FY11, but SRSO acknowledges that some activities may extend into FY12.

Approvals:

SRNS Tritium Programs	**Christopher C. Gentile**	**Date**
		9/13/10
NNSA SRSO	**Douglas J. Dearolph**	**Date**
		9/13/10

Performance Incentive Document

PBI:	SRNS2010NNP
Activity	Nuclear Non-proliferation Program
WBS:	01.25.60
Performance Period:	October 1, 2010 – September 30, 2011
Allocated Fee:	$11,650,000
Revision Number:	0

Performance Outcome:
Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the program is executed within the Performance Management Baselines and in accordance with DOE Order 413.3A and other applicable DOE directives, regulations, and requirements.

Contract Output	Value	Indicator
SRNS2011NNP-01	$2,900,000	Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).
SRNS2011NNP-02	$ 750,000	Conduct Title III Design Engineering and Design Authority activities and planning in accordance with the baseline schedule in order to support construction, acceptance testing, and facility operation.
SRNS2011NNP-03	$ 850,000	Execute Startup and Operations activities and planning in accordance with the baseline schedule in order to support system and facility readiness testing:

SRNS2011NNP-04	$2,400,000	Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked) and DOE Order 413.3A (or successor).
SRNS2011NNP-05	$ 600,000	Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.
SRNS2011NNP-06	$ 250,000	Execute SRNS assigned work related to NNP Pu Disposition Infrastructure and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.
SRNS2011NNP-07	$650,000	Support NNSA-SR and NNSA-HQ reviews of the accelerated PDC CD-1 package resulting in NNSA-HQ CD-1 approval. "Pink" document preparations and submissions are ongoing and provide enhanced information to support CD-1. VA documents for CD-1.
SRNS2011NNP-08	$800,000	Provides Material Storage (MS) design support as design authority (DA), technology development, and operability expert; coordinates and implements safety/security planning and documents; develops long-lead procurement planning and procurement activities; prepares and implements Congressional cost / schedule / baseline preparation for MS CD-2/3A; plan and execute construction / execution readiness activities; project integration role; and CD document preparation / packaging / support.
SRNS2011NNP-09	$100,000	Earned Value Management System (EVMS) is applied to the PDC Project per DOE O 413.3A.
SRNS2011NNP-10	$800,000	Stabilization and Packaging (S&P) Conceptual Design (CD) CD-3A Demolition and Removal (D&R) package.
SRNS2011NNP-11	$250,000	Submit revisions and receive fully coordinated approvals to K-area DSA for MS and S&P D&R activities by 1 June 2011.

SRNS2011NNP-12	$1,300,000	Subjective Milestones.
NNP Multi-year		Safely execute the construction of the Waste Solidification Building in accordance with the approved project baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

$6,900,000 of the Nuclear Nonproliferation PBI will be paid for the construction of the WSB.

WBS: 01.25.60.01.02

Contract Output 1: Safely execute the construction of the Waste Solidification Building (WSB) in accordance with the approved Performance Management Baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

42% ($2,900,000) of the allocated fee for the construction of the WSB will be earned as follows:

1A. Complete the placement of the concrete for the roof deck of the main structure of the Waste Solidification Building by 2/28/2011 ($500,000)

Completion Criteria:

- Correctly install all reinforcing steel, hangers, anchors, and other embeds.
- Remove all concrete forms and temporary supports for the roof
- Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

- Funding is available to support the Balance of Plant (BOP) contract execution.
- Hatches and/or access openings are allowed for equipment installation and ease of construction.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor propose a schedule modification that does not impact the construction critical path, the fee associated with this contract measure will be paid upon completion of roof construction.

Government Furnished Services / Items:

None identified

1B. Complete wall placements for the main structure of the Waste Solidification Building in accordance with the BOP subcontractor's placement schedule by November 30, 2010. ($100,000)

Completion Criteria:

- Correctly install all reinforcing steel mats, embedded piping, and plate embeds.
- Remove all concrete forms where required.
- Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

- Funding is available to support the Balance of Plant contract execution.
- Block-outs are allowed for equipment installation and ease of construction.
- The scope does not include any concrete pours associated with adjacent structures or facilities, i.e., diesel generator pad, chemical unloading, etc.
- The completion date is based on the construction subcontractor's schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path; e.g., leaving a construction opening not previously planned, this contract measure will be considered complete. Payment, however, would be withheld until the wall placements are complete (less any necessary construction openings).

Government Furnished Services / Items:

None identified

1C. Place the High Activity Waste (HAW) Tanks and Evaporator in accordance with the BOP subcontractor's placement schedule as delineated below ($1,300,000)

Completion Criteria:

1. Correctly locate all tanks, components, and related ancillary equipment required prior to placement of roof trusses over the respective High Activity Process Rooms.
Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

This Contract Output is in effect for the following tanks/components:

HAW Receipt tanks (2):	($400,000)	Date: 10/25/2010
HAW Evaporator/Condenser:	($200,000)	Date: 10/25/2010
HAW Head Tank:	($200,000)	Date: 10/25/2010
HAW Acid Overflow Tank:	($200,000)	Date: 11/01/2010
HAW Bottoms Collection Tank:	($100,000)	Date: 11/01/2010
HAW Condensate Hold Tank:	($200,000)	Date: 11/10/2010

Assumptions:

- Funding is available to support the Balance of Plant contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the

construction critical path; e.g., leaving a construction opening not previously planned to facilitate later placement, this contract measure will be considered complete. Payment, however, would be withheld until the component(s) are placed and verification of no impact validated.

- Setting of the equipment is exclusive of installation of ancillary equipment (dip tubes, agitators, etc.) that:
  - can be installed with the tanks, intermediate deck and roof trusses in place, and
  - does not result in additional cost impacts to the project. Fee will be reduced to cover additional cost impacts resulting from alternative installation strategies.
- Installation of the fluidic transfer pressure vessel within the HAW tanks is included in this contract measure; however, SRNS may elect to install the pump eductors at a later date to support the BOP installation schedule.
- Field piping connections are not included in this contract measure.

Government Furnished Services / Items:

None identified

1D. Place the Low Activity Waste (LAW) Tanks and Evaporator in accordance with the BOP subcontractor's placement schedule as delineated below ($600,000)

Completion Criteria:

1. Correctly locate all tanks, components, and related ancillary equipment in the Low Activity Process Area.
Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

This Contract Output is in effect for the following tanks/components:

MFFF LAW Receipt tanks (2):	($200,000)	Date: 01/26/2011
PDC LAW Receipt tank:	($100,000)	Date: 01/26/2011
LAW Evaporator/Condenser:	($100,000)	Date: 01/26/2011
LAW Head Tank:	($100,000)	Date: 01/26/2011
LAW Effluent Hold Tank	($100,000)	Date: 01/26/2011

Assumptions:

- Funding is available to support the Balance of Plant contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path, this contract measure will be considered complete. Payment, however, would be withheld until the component(s) are placed and verification of no impact validated.

- Setting of the equipment is exclusive of installation of ancillary equipment (dip tubes, agitators, etc.) that:
  - can be installed with the tanks, intermediate deck and roof trusses in place, and
  - does not result in additional cost impacts to the project. Fee will be reduced to cover additional cost impacts resulting from alternative installation strategies.
- Field piping connections are not included in this contract measure.

Government Furnished Services / Items:

None identified

1E. Place the HAW and LAW Cementation Units in accordance with the BOP subcontractor's placement schedule as delineated below: ($200,000)

Completion Criteria:

Correctly locate four Cementation gloveboxes in the respective cementation rooms. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

The HAW gloveboxes installed:	($100,000)	Date: 02/28/2011
The LAW gloveboxes installed:	($100,000)	Date: 02/28/2011

Assumptions:

- Funding is available to support the Balance of Plant contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path, this contract measure will be considered complete. Payment, however, would be withheld until the component(s) are placed and verification of no impact validated.
- Setting of the equipment is exclusive of installation of any ancillary equipment (HVAC ductwork, electrical connections, drum handling equipment.) and does not include field piping connections.

Government Furnished Services / Items:

None identified

1F. Place the WSB Main High Efficiency Particulate Air (HEPA) Filter housing by 12/31/2010 ($50,000)

Completion Criteria:

Correctly locate the main HEPA filter housing. Complete all records documenting the completion of the subject activities in accordance with the applicable requirements.

Assumptions:

- Funding is available to support the Balance of Plant contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path, this contract measure will be considered complete. Payment, however, would be withheld until the component(s) are placed and verification of no impact validated.

Government Furnished Services / Items:

None identified

1G. Energize the 13.8 kVA/480V electrical substation and complete testing by May 31, 2011: ($150,000)

Completion Criteria:

Complete the Startup Test procedure for energization and initial checkout of the 13.8kVA/480v electrical substations A, B, & C. This includes verification that the 13.8kVA/480v electrical substations A, B, & C meet that portion of the Acceptance Criteria defined in the Functional Acceptance Criteria for initial energization and is determined to be ready to support downstream loads.

Assumptions:

- Funding is available to support the Balance of Plant contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction critical path, this contract measure will be considered complete. Payment, however, would be withheld until the component(s) are placed and verification of no impact validated.

Government Furnished Services / Items:

None identified

Contract Output 2: Conduct Title III Design Engineering and Design Authority activities and planning in accordance with the baseline schedule in order to support construction, acceptance testing, and facility operation.

11% ($750,000) of the allocated fee for the construction of the WSB will be earned as follows:

2A. 57% ($400,000) of the allocated fee for this contract output may be earned for completion of the criteria below. NNSA will provide a periodic evaluation of SRNS' performance with respect to this completion criterion as part of the normal contractor evaluation process. Award fee payments will be made quarterly ($100,000 at the end of each quarter) based on the acceptability of performance for the quarter as determined by NNSA. If NNSA determines that SRNS' performance for a quarter is not satisfactory, NNSA will determine the amount of quarterly award fee to be deducted.

Completion Criteria:

- Engineering support and responses for the BOP subcontractor are provided in a timely manner and ensure the project is constructed to appropriate codes and standards.
- Coordination is achieved between SRNS and the BOP subcontractor in establishing engineering priorities and ensuring timely resolution to support the subcontractor's procurement and construction schedule.
- Requests for deviations and changes are evaluated within the time allotted within the contract, at a minimum. However, communication, coordination, and expediting of requests will be necessary to maintain, improve, or mitigate schedule impacts. Communication between SRNS and the subcontractor will be assessed to ensure that submittals are resolved with minimal iterations for clarifications or corrections.

Assumptions:

None

Government Furnished Services / Items:

None identified

2B. All Functional Acceptance Criteria (FAC) documents are approved by March 31, 2011. ($100,000)

Completion Criteria:

FACs are issued as Rev. 1 or later, with no unresolved comments.
The following FACs are included under this contract measure:

- HAW
- LAW

- HVAC
- Electrical
- Analytical Laboratory
- Process Sewer
- Sanitary Sewer
- Plant Air
- PCS
- Fire Protection
- Cold Chemical
- Material Handling
- Safety and Health Monitoring
- Compressed Gas
- Plant Water
- Communication
- Process Sewer
- Steam
- Sanitary Sewer
- Building Structure

Individual FAC's are issued on a schedule which supports the needs of the Startup/Testing program and the development of lower-tier startup documents in support of the overall project schedule.

Assumptions:

- In the event of unusual and unanticipated developments which necessitate the diversion of resources to address high priority emergent issues, the completion date for this measure may be deferred with NNSA concurrence.
- Funding is available to support the WSB contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction crucial path, this contract measure will be considered complete. Payment, however, would be withheld until the FACs are issued and verification of no impact validated.
- Holds and TBDs will be included in the FACs where information is not yet available to complete the FAC. This includes inputs from the BOP construction subcontractor and the GFE vendors that have not been submitted to and approved by SRNS.
- Emergent information (as identified) will be included in future revisions of the FACs as required.

Government Furnished Services / Items:

None identified

2C. The WSB Documented Safety Analysis Input Deck is approved and issued by June 30, 2011. ($200,000)

Completion Criteria:

The WSB Inputs and Assumptions in support of the DSA, a.k.a. the Input Deck, will be documented in a level 1 calculation that is issued as Rev. 0 or later, with no unresolved comments by June 30, 2011.

The Input Deck is issued on a schedule which supports the needs of the DSA development process in support of the overall project schedule.

The approval and issuance of the Input Deck calculation will be based upon review of all WSB accident scenarios documented in the WSB Consolidated Hazards Analysis by the Safety Design Integration Team.

Assumptions:

- In the event of unusual and unanticipated developments which necessitate the diversion of resources to address high priority emergent issues, the completion date for this measure may be deferred with NNSA concurrence.
- Funding is available to support the WSB contract execution.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction crucial path, this contract measure will be considered complete. Payment, however, would be withheld until the Input Deck is issued and verification of no impact validated.
- Emergent information (as identified) will be included in future revisions of the Input Deck as required.
- External events, such as revision to the DOE Orders which describe safe harbor methodology for DSA preparation or other Orders that have similar impact on the Input Deck/DSA scope, will not be considered without NNSA direction and commensurate revision to this PBI scope/schedule.

Government Furnished Services / Items:

None identified

2D. The WSB Waste Compliance Plan (WCP) for the solidified HAW waste stream will be written and approved by SRNS by June 30, 2011. ($50,000)

Completion Criteria:

- The WSB WCP will be written, approved and issued to document control as a planning document, with no unresolved comments.
- Waste Management Area Project (WMAP) personnel will review the WCP and provide documentation that the WCP as written will meet the 1S Manual WAC and that the solidified HAW waste stream will be capable of meeting the WIPP Waste Acceptance Criteria.
- All successor activities necessary for the final approval for the certification process and for the certification of the waste form will be identified and scheduled.

Assumptions:

- In the event of unusual and unanticipated developments which necessitate the diversion of resources to address high priority emergent issues, the completion date for this measure may be deferred with NNSA concurrence.
- Funding is available to support the WSB contract execution and WMAP staffing to perform the review.
- Emergent information (as identified) will be included in future revisions of the Waste Compliance Plan as required.
- External events, such as revision to the DOE Orders which describe revisions to TRU waste management requirements or permit revisions altering the WIPP WAC, will not be considered without NNSA direction and commensurate revision to this PBI scope/schedule.
- WMAP are procedurally required to approve the WCP after their review of facility implementing procedures, personnel training and qualification, analytical methodologies used for waste characterization, etc. These activities are part of the WSB Project Schedule and will be completed when the operating staff is available. This will preclude WMAP from actually approving the WSB WCP for the HAW waste stream in FY11; however, the documentation provided by WMAP will clearly document that the WSB WCP meets both 1S Manual WAC and the WIPP WAC. WMAP documentation that the WSB HAW WCP will meet the 1S WAC may include identification of changes required and being pursued by WMAP personnel to modify the 1S manual requirements to accommodate the WSB waste stream. The document would include the technical justification for the change and demonstration that the revised WAC will meet the WIPP WAC. The documentation may identify actions required by WSB to meet the 1S manual requirements as revised.

Contract Output 3: Execute Startup and Operations activities and planning in accordance with the baseline schedule in order to support system and facility readiness testing:

12% ($850,000) of the allocated fee for the construction of the WSB will be earned as follows:

3A. All Maintenance Loop Calibration Procedures (approximately 75 individual procedures covering approximately 300 instruments) will be in high quality draft form by June 30, 2011. ($100,000)

Completion Criteria:

Completion of the WSB Maintenance Loop Calibration Procedures will be documented by a letter from the Procedure Lead to WSB Operations Manager showing the completion status of all calibration procedures for the equipment that is part of the design baseline as of June 30, 2011. NNSA will review procedures as necessary to validate the reported status.

Assumptions:

- Draft procedures will include all instrumentation identified in Smartplant on June 30, 2011.
- Procedures will be written, reviewed, and in letter revision ready for first time validation during startup and testing operations.
- Any instruments not in the baseline design as of June 30, 2011 will be written, reviewed, and in letter revision ready for first time validation to support startup and testing of the affected systems

Government Furnished Services / Items:

None identified

3B. The first 11 MST's will be assigned to the WSB project by June 30, 2011. ($100,000)

Completion Criteria:

The Operations Manager will document the assignment of the MSTs to the WSB project via a letter to the WSB Project Owner listing each MST by name, showing their assigned dates and listing their Financial Organizational codes as listed in the Human Capital system documenting their assignment to the WSB.

Assumptions:

- Funding is available to support hiring the additional 11 multi-skilled technicians and to sustain this level of support for the remainder of the project. If funding is not available to support the June 30, 2011 date (i.e., Continuing Resolution or equivalent), then the fee will be earned when the funding supports the additional FTEs. If funding is not provided, then the fee will be earned based on the identification of the FTEs to be assigned to the WSB through the SRNS Human Capital program.
- If an MST leaves the company after they have been assigned to the WSB because of retirement, death, disability, termination or a seniority related transfer, a request for a replacement will be initiated through the Human Capital system. Having personnel leave under these circumstances will not affect the award fee.

Government Furnished Services / Items:

None identified

3C. Energize Motor Control Centers 1 – 9 and complete checkout procedures by July 31, 2011. ($250,000)

Completion Criteria:

Complete the Startup Test procedure for energization and initial checkout of the 480v MCCs 1-9. This includes verification that the MCCs meet that portion of the Acceptance Criteria defined in the Functional Acceptance Criteria for initial energization and are determined to be ready to support downstream loads.

Assumptions:

- The startup test boundaries for the individual MCCs are defined such that the individual feeder breakers for the MCCs are not part of the startup test boundary.
- The energization for the MCCs will be via normal power; energization via the standby diesel generator will be included in a subsequent Startup Test.

Government Furnished Services / Items:

None identified

3D. Complete activities necessary to ready Control Systems for software checkout by September 30, 2011. ($200,000)

Completion Criteria:

Complete Factory Acceptance Testing (FAT) and Receipt Inspection of the Basic Process Control System (BPCS) hardware by 12/31/2010. The FAT report will be SRNS approved and in Document Control. ($50,000)
Complete Factory Acceptance Test of the Balance of Plant Control System (BPCS) software by 06/30/2011. The FAT report will be SRNS approved and in Document Control.($50,000)
Complete Process Control System energization by September 30, 201. The energization of the system will be documented through completion of a Startup Test energization procedure, to be performed subsequent to the PCS01 system turnover by the BOP Contractor. Note that the scope of the procedure will include PCS01, but does not include PCS02 or PCS03, etc. as these are turned over at a later time ($100,000)

Assumptions:

- In the event of unusual and unanticipated developments which necessitate the diversion of resources to address high priority emergent issues, the completion date for this measure may be deferred with NNSA concurrence.
- Funding is available to support the WSB contract execution and BPCS procurement activities.
- The completion date is based on the construction subcontractor's baseline schedule. Should the subcontractor later propose a schedule modification that does not impact the construction crucial path, this contract measure will be considered complete. Payment, however, would be withheld until the criteria identified are completed and verification of no impact validated.
- Emergent information (as identified) will be included in future revisions of the BPCS as required.
- Open items, punch list items and action items will be documented in the FATs reports for future action. The identification of these items does not indicate that the FAT is not complete, but documents the actions required to be performed following FAT completion.

Government Furnished Services / Items:

None identified.

3E. Pressurize the Service water header and complete checkout procedures by September 30, 2011. ($200,000)

Completion Criteria:

Complete the Startup Test procedure for energization and initial checkout of the Service Water header. This includes verification that the Service Water header meets that portion of the Acceptance Criteria defined in the Functional Acceptance Criteria for initial pressurization and is determined to be ready to support downstream users.

Assumptions:

- The startup test boundary for the Service Water header is defined such that verification is made that service water is available to all legs of the system as shown on the system turnover boundaries.
- The PCS may not be available at the time of turnover and pressurization of the service water system, so checkout of any automatic control valves within the system will be covered under a subsequent Startup Test procedure.

Government Furnished Services / Items:

None identified

Contract Output 4: Safely execute the Waste Solidification Building project activities in a cost effective manner and on the schedule necessary to meet the MFFF need date and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked) and DOE Order 413.3A (or successor).

35% ($2,400,000) of the allocated fee for the construction of the WSB will be earned as follows:

58% ($1,400,000) of the allocated fee for this contract output may be earned for completion of criteria 1. The cumulative Project Cost Performance Index (CPI) will be reviewed by NNSA monthly. Award fee payments will be made quarterly based on cumulative Project Cost Performance Index at the end of each quarter.

42% ($1,000,000) of the allocated fee for this contract output may be earned for completion of criteria 2. The cumulative overall Project Schedule Performance Index will be reviewed by NNSA monthly. However, award fee payments will be made quarterly based on cumulative Schedule Performance Index for Total Estimated Cost (TEC) construction activities at the end of each quarter (WBS element 01.25.60.01.02.01.03).

Completion Criteria:

- The WSB Project is executed with a Cost Performance Index (cumulative) of 0.98 or greater ($250,000 at the end of each quarter). If the cumulative CPI is 0.95 - 0.98, the PBI will be reduced to $125,000 for that quarter. If the cumulative CPI is 1.02 or greater, the PBI for the quarter will be increased to $350,000.
- The WSB Project is executed with a Construction Schedule Performance Index (cumulative) of 0.95 or greater ($250,000 at the end of each quarter). If the cumulative Construction SPI is less than 0.95, but is 1.0 or greater for the individual quarter, the criteria will be considered to have been met.

Assumptions:

- Construction activities associated with other NNSA contractors will not unduly affect the work on the Waste Solidification Building. SRNS has the responsibility for adequately coordinating and integrating the WSB scope of work with other entities on-site.
- Funding is available to complete the task.
- It is recognized that CPI's and SPI's may fluctuate for a variety of reasons, some of which do not accurately reflect project performance. In the event that the cumulative CPI and/or construction SPI falls below the threshold value at the end of a quarter, the quarterly payments for the affected CPI and/or SPI will be withheld. However, the performance fee for a previous quarter under this measure may be earned at the end of a subsequent quarter if the cumulative CPI and/or construction SPI increases above the required threshold. At the conclusion of FY2011, however, any performance fee for the

4th or previous quarters not yet earned will not be paid. Available fee under this measure is not eligible to be earned in FY2012.

Government Furnished Services / Items:

None identified.

Contract Output 5: Safely execute SRNS assigned work on the MOX Fuel Fabrication Facility (MFFF) project in accordance with approved cost and schedule baselines for the PDP electrical substation or contained in authorized Work Task Agreements.

$600,000 of the Nuclear Nonproliferation PBI will be paid on a quarterly basis for providing timely support to the MFFF project and MIFT program in accordance with the integrated project schedule.

Completion Criteria:
Oversee the closeout of the PDP electrical substation contract with South Carolina Electric and Gas to ensure all subcontract requirements are met
Support energizing the substation and tie-in to the MFFF temporary power
Complete the physical modifications to the MOX supplied analytical lab equipment in accordance with the approved nuclearization design
Execute assigned support tasks in accordance with approved Work Task Agreements with Shaw AREVA MOX Services in a timely and efficient manner
Construction support (badging, training, utilities, waste hauling/disposal)
Instrument calibration
Execute assigned tasks as requested by NNSA in support of the MFFF project and MIFT program in a timely and efficient manner
Program management
Feed materials characterization
Alternate Feed Stock (AFS) studies
MOX start-up strategy, proposal and operations planning reviews

Assumptions:

Funding will be adequate to support the scope.

Government Furnished Services / Items:

None identified

Contract Output 6: Execute SRNS assigned work related to NNP Pu Disposition Infrastructure and associated work activities by providing cost-effective support for those activities common to the nonproliferation program and projects.

$250,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the Nuclear Nonproliferation Program (NNP) Pu Disposition Infrastructure and associated work activities. Each completion criteria is valued as noted below.

WBS: 01.25.60.05

Completion Criteria:
Prepare and maintain the MOX Feed Gap Analysis Study
Prepare study to the target PDC funding (project operational in 2024) by October 30, 2010. ($12,500)
Maintain and update the study throughout the fiscal year ($12,500)
Complete the Pu Disposition Program Programmatic Risk Assessment by February 28, 2011. ($25,000)
Prepare a Needs Assessment for a multi-purpose building line item project by March 31, 2011 to support the FY2013 budget process. ($25,000)
Prepare the Plutonium Disposition Program Execution Plan - Prepare a review quality draft of an updated Plutonium Disposition Program Execution Plan within 60 days of receiving written guidance from NNSA on content and major programmatic assumptions. For planning purposes, assume delivery of product in the 4th quarter of FY 2011. The plan must be consistent with and integrated with other site strategic and system plans. ($25,000)
Provide support for Pu Disposition Program integration activities:
The Plutonium Disposition Integrated Program schedule is updated, analyzed, and issued not less than quarterly. ($12,500)
Support two semi-annual project and program reviews consistent with the content and format requested by NNSA-HQ. ($7,500)
Maintain all required interface control documents for the Pu Disposition Program including development of revisions or new ICD's as requested by NNSA. ($12,500)
The concurrence version of the revised AFS ICD incorporating AFS-2 material should be submitted by 4/29/11.
The concurrence version of the Pantex – SRS Pit Shipment ICD should be submitted by 4/29/11.
Support the development of the Surplus Pu Disposition Supplemental Environmental Impact Statement including:
Provide timely, quality responses to data calls for technical input for SRS facilities and capabilities including K-Area, H-Canyon, DWPF, PDC, WSB, and the Pu Disposition Program ($15,000)
Provide technical and programmatic support to NNSA in the development of responses to comments, analysis, revisions, and additional data required for the SEIS ($15,000)
Demonstrate leadership and management of the NNSA Pu Disposition Program through development of an organizational entity that provides timely, quality, contractor neutral information, recommendations, reports, and studies. Business systems and management structure are adequate to provide clear ownership of the Pu Disposition Program within SRNS, to provide a direct counterpart to NNSA NNP organizations at SRS, and demonstrates SRNS's

commitment to providing the resources necessary to support the projects and programs that make up the Pu Disposition Program. ($87,500)
Feedback on performance for this objective will be provided in writing on a quarterly basis and will be provided verbally during monthly meetings between counterparts.

Assumptions:

Funding will be adequate to support the scope.

Government Furnished Services / Items:

None identified

$3,900,000 of the Nuclear Nonproliferation PBI will be paid for executing assigned work related to the PDC project activities, per Alternative # 8 level one schedule, dated 6/29/10 and BCP 10-0009.

WBS 01.25.60.01.03

Contract Output 7: Support NNSA-SR and NNSA-HQ reviews of the accelerated PDC CD-1 package resulting in NNSA-HQ CD-1 approval. "Pink" document preparations and submissions are ongoing and provide enhanced information to support CD-1. Coordinate preparation, submission, and approval process for the PDC Vulnerability Assessment documents (VA).

17% ($650,000) of the allocated fee for the execution of assigned work related to the PDC project will be earned as follows:

7A. Coordinate preparation, submission, and approval process for full PDC Vulnerability Assessment document(s) to support ESAAB decision (by 10 Dec 2010 BCP 10-0009). ($100,000)

Completion Criteria:

1. VA supports design, cost and schedule requirements.
2. VA document(s) are fully coordinated and approved by all required stakeholders.
3. Review periods are published and appropriate for all required stakeholders.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC.
3. NNSA-HQ CD-1 approval by December 15, 2010.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

7B. Provide Project Integrator and Design Authority support for NNSA-SR and NNSA-HQ reviews resulting in an accelerated CD-1 package ready for ESAAB approval by 12/15/10. ($550,000)

Completion Criteria:

1. Per the PDC Integrated Project Team (IPT) accelerated CD-1 schedule, prepare CD-1 NNSA review packages and disposition CD-1 comments in a timely and accurate manner.
2. CD-1 package process is fully supported by SRNS and package is ready for ESAAB and other NNSA reviews in sufficient time to meet a December 15, 2010 scheduled approval.
3. 1st QTR FY11 "Pink" documents that support CD-1 approval are of high quality with minimal revisions, and are available per BCP10-0009) scheduled dates.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC Project.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

Contract Output 8 – Provides Material Storage (MS) design support as design authority (DA), technology development, and operability expert; coordinates and implements safety/security planning and documents; develops long-lead procurement planning and procurement activities; prepares and implements Congressional cost / schedule / baseline preparation for MS CD-2/3A; plan and execute construction / execution readiness activities; project integration role; and CD document preparation / packaging / support.

20% ($800,000) of the allocated fee for the execution of assigned work related to the PDC project will be earned as follows:

8A. Develops, updates, and/or prepares safety documentation for CD-2/3A (30 Sep 2011) for Material Storage subproject in accordance with DOE-STD 1189 and DOE O 413.3A. ($75,000)

Completion Criteria:

1. All required safety documents are approved and available for MS CD-2/3A package and procurement packages.
2. Design reviews focus on safety systems.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC Project.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

8B. Develops, updates, and/or prepares security documentation for MS CD-2/3A in accordance with DOE O 413.3A (30 Sep 2011). ($75,000)

Completion Criteria:

1. Update to Preliminary Security Vulnerability Assessment Report is fully tailored to meet MS requirements in preparation for its D&R construction activities for CD-2/3A package and procurement packages.
2. Design reviews focus on security systems.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC Project.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

8C. Contractor develops and implements activities for Construction or Execution Readiness activities for MS CD-2/3A (30 June 2011). ($100,000)

Completion Criteria:

1. Prepares for and supports all activities required for an External Independent Review for Construction or Execution Readiness (CD-3A) review by DOE-OECM and DOE-CM.
2. External review generates no substantial comments that would cause a deviation from the PDC Project cost/scope/schedule.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC Project.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

8D. Prepare for and baseline the CD-2/3A MS subproject schedule as part of the overall PDC schedule. Schedule, cost, and performance measurement baseline are established and used for variance analysis and indices measures. Functional reviews are completed by the contractor personnel to ensure the schedule elements reflect level of detail to manage project activities effectively (30 June 2011). ($200,000)

Completion Criteria:

1. Prepare and baseline CD-2/3A MS subproject schedule, estimate, and performance measurement baseline that are complete and functionally reviewed.
2. Resource loaded schedule is proactively used to manage cost and schedule performance indices within planned and approved thresholds.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC Project.

Government Furnished Services/Items:

1. Funding profiles for planning.

8E. Contractor prepares long-lead and other procurement packages for MS in accordance with the approved baseline schedule to support D&R (and construction) (30 July 2011). ($100,000)

Completion Criteria:

1. Prepare long-lead and other MS procurement packages that will support early FY12 requirements per the IPS.
2. Procurement packages are complete and useable packages with required NNSA reviews/approvals planned for and obtained based upon established thresholds. NNSA review and approval periods are established in the IPS.
3. Procurement plans are updated as needed to recognize and accommodate scope, cost, schedule, and procurement methodology revisions.

Assumptions:

1. Funding will be available to support this scope.
2. NNSA-HQ CD-1 approval by December 15, 2010.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

8F. Provides design and technology development support for MS subproject for CD-2/3A. Execution of Design Authority (DA) and project integrator roles ensures a 50% design at CD-2/3A that conforms to procurement strategy (30 May 2011). ($125,000)

Completion Criteria:

1. Design has been reviewed for quality in the areas of technology, constructability, operability and meeting project scope/mission needs, including safety and security requirements.
2. Design documents have been coordinated with design agent, NNSA, and other stakeholders to meet procurement packaging needs, and approved schedule for completion.

Assumptions:

1. Funding will be available to support this scope.
2. NNSA-HQ CD-1 approval by December 15, 2010.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

8G. Contractor provides Project Integrator support for NNSA-SR and NNSA-HQ reviews resulting in a MS CD-2/3A D&R package ready for ESAAB by September 30, 2011. ($125,000)

Completion Criteria:

1. Project integration is functioning and teams are progressing efficiently and effectively toward project execution goals.
2. CD package has fully coordinated disposition comments by document and Project Integrator supports NNSA reviews in a timely and quality manner. Documents meet DOE O 413.3A and project schedule dates.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

Contract Output 9: Earned Value Management System (EVMS) is applied to the PDC Project per DOE O 413.3A.

2% ($100,000) of the allocated fee for the execution of assigned work related to the PDC project will be earned as follows:

Completion Criteria:

1. EVMS system meets certification requirements as stipulated in DOE O 413.3A and therein cited standards and threshold(s). Required compliance reviews are fully coordinated with review periods to meet order intent. ($25,000)
2. Issue Project Controls Plan by November 11, 2010. ($25,000)
3. Issue EVMS Implementation Plan by December 6, 2010. ($25,000)
4. Issue TPC Estimate Execution Strategy & Plan October 14, 2010. ($25,000)

Assumptions:

1. Funding will be available to support this scope.
2. Documents are thorough and complete and require minimal rework.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

Contract Output 10 – Stabilization and Packaging (S&P) Conceptual Design (CD) CD-3A Demolition and Removal (D&R) package by September 30, 2011.

20% ($800,000) of the allocated fee for the execution of assigned work related to the PDC project will be earned as follows:

10A. Develop and implement Safety CD-3A documentation for S&P in accordance with DOE-STD 1189 and DOE O 413.3A ($75,000)

Completion Criteria:

1. Safety documents support CD-3A approval by NNSA by 30 Sep 2011.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

10B. Develop and implement Security CD-3A documentation for S&P (30 Sep 2011) ($75,000)

Completion Criteria:

1. Security documents support CD-3A approval by 30 Sep 11.
2. Update to Preliminary Security Vulnerability Assessment Report is fully tailored to meet S&P requirements in preparation for its D&R construction activities for CD-3A package and procurement packages.
3. Design reviews focus on security systems.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

10C. Contractor develops and implements activities for Construction or Execution Readiness activities for S&P CD-3A (30 June 2011). ($100,000)

Completion Criteria:

1. Supports activities associated with a CD-3A External Independent Review for Construction or Execution Readiness per DOE O 413.3A.
2. Report(s) content is thorough, complete, and provides documentation that provides a sound basis for the subproject's approval for construction.
3. Report(s) are provided in time for review and comment period that supports the decision approval dates.

Assumptions:

1. None.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

10D. Prepare for CD-3A S&P subproject schedule as part of the overall PDC schedule. Schedule, cost, and performance baseline are established and used for variance analysis and indices measures. Functional reviews are completed by the contractor personnel to ensure the schedule elements reflect level of detail to manage project activities effectively. (30 June 2011) ($200,000)

Completion Criteria:

1. Prepare CD-3A S&P subproject schedule, estimate, and performance baseline that are complete and functionally reviewed.

2. Resource loaded schedule is proactively used to manage cost and schedule performance indices within planned and approved thresholds.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC Project.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

10E. Prepare long-lead and other procurement packages for S&P in accordance with the approved baseline schedule to support D&R (and construction) (30 July 2011) ($100,000)

Completion Criteria:

1. Prepare long-lead and other S&P procurement packages that will support FY12 requirements per the IPS.
2. Procurement packages are complete and useable packages with required NNSA approvals. NNSA review and approval periods are accommodated in the IPS.
3. Procurement plans are updated as needed to recognize and accommodate scope, cost, schedule, and procurement methodology revisions.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

10F. Provides design and technology development support for S&P subproject for CD-3A. Execution of Design Authority (DA) and project integrator roles ensures a design at CD-3A that conforms to S&P procurement strategy. (30 May 2011) ($125,000)

Completion Criteria:

1. Design has been reviewed for quality in the areas of technology, constructability, operability and meeting project scope/mission needs, including safety and security requirements.
2. Design documents have been coordinated with design agent, NNSA, and other stakeholders to meet procurement packaging needs, and approved schedule for completion.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

10G. Contractor provides Project Integrator support for NNSA-SR and NNSA-HQ reviews resulting in an S&P CD-3A D&R package ready for ESAAB by September 30, 2011. ($125,000)

Completion Criteria:

1. Project integration is functioning and teams are progressing efficiently and effectively toward project execution goals.
2. CD package has fully coordinated disposition comments by document and Project Integrator supports NNSA reviews in a timely and quality manner. Documents meet DOE O 413.3A and project schedule dates.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

Contract Output 11 – Submit a contractor approved DSA MS and S&P D&R which has been full coordinated with EM/NNSA by June 1, 2011. ($250,000)

6% ($250,000) of the allocated fee for the execution of assigned work related to the PDC project will be earned as follows:

Completion Criteria:

1. Submit revised K-Area DSA to DOE-EM for review and approval that meets project schedule requirements.
2. Support of the SER approval process meets project schedule need date(s).
3. Quality of document(s) is (are) such that minimal revisions are identified.

Assumptions:

1. Funding will be available to support this scope.
2. SRNS is the project integrator for PDC.
3. NNSA-HQ CD-1 approval by December 15, 2010.

Government Furnished Services/Items:

1. NNSA will complete reviews within 10 working days or as agreed.

Contract Output 12: Execute PDC activities in compliance with the current version of DOE Order 413.3A along with all contractual requirements in a quality, responsive, and cost effective manner in accordance with the PDC IPT schedule.

33% ($1,300,000) of the allocated fee for the execution of assigned work related to the PDC project will be earned as follows:

NNSA will provide a periodic evaluation of SRNS' performance with respect to these completion criteria as part of the normal contractor feedback process.

12A. Integrated Safety and Security

NNSA expects SRNS have a mature PDC project integrated safety and security management systems in accordance with DOE Policies 450.4 and 470.1 and have a standard methodology/business model for integrating safety and security within all project systems, processes, and procedures such that there exists a high likelihood of no safety or security events.

It is understood that Excellence goes well beyond maturity. It is understood that SRNS has established some level of maturity already to achieve excellence in integrated safety and security management with respect to completion of smaller projects and operating the SRS in the past. However, because PDC is a unique large major system acquisition and very complex it may take SRNS a few years to achieve.

It is expected by the end of FY11 that SRNS will have in place and be implementing the necessary integrated safety and security management techniques, systems, processes, and procedures to support PDC and the S&P and MS sub-projects. As SRNS continues to mature during project execution, it is expected that more successes than failures will occur. When SRNS is performing in an excellence mode it is expected that there is continuous stream of successful set of activities/fragnets/sub-projects. It is understood that even after establishing a culture and execution of excellence, there will still be some failures.

Completion Criteria:

1. No safety incidents, issues, or concerns during the performance period.
2. No safeguards and security incidents, issues, or concerns during the performance period.
3. Any incidents, issues, or concerns will be properly communicated and be addressed in a timely manner and evaluated to avoid reoccurrence.
4. Identify corrective actions when incidents occur and monitor effectiveness.

5. Institute a proactive program to avoid safety and security issues and these report activities.
6. Effectively participate in the Safety Design Integration Team and the Security Design Integration Team to optimize PDC design, construction, and operations activities.
7. Respond to IPT members, customer, and stakeholders in an integrated, timely, constructive, and quality manner.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. NNSA will complete reviews within 10 working days or as agreed.

12B. Contractor Assurance

NNSA expects SRNS have a mature Contractor Assurance system that integrates SRNS Management and Governance, Project Execution Management and NNSA Project Oversight Management System into a single comprehensive Project performance management system. It is expected that Contractor Assurance system establish a standard methodology with accompanying systems, processes, and procedures such that there exists a high likelihood of repeated successes (80/20).

To be effective, the PDC CAS must integrate project contractor(s) management (SRNS, URS, LANL) governance, and NNSA PDC oversight management systems into a single comprehensive PDC project performance management system:

1) The PDC CAS enables PDC contractor management to provide reasonable assurance that project scope, schedule, and cost objectives will be met and contract requirements fulfilled; that site workers, the public, and the environment are protected; and that project execution and business systems are effectively run and continuously improved.
2) The PDC CAS enables the project contractor's governance system to define acceptable performance outcomes, to provide oversight of project and contract performance, and to hold contractor management accountable for these outcomes so that the contractor may provide assurance to NNSA.
3) Finally, a robust and effectively functioning PDC CAS builds trust between NNSA and its contractors, helps to ensure alignment between the NNSA and executing contractors in accomplishing and addressing Project needs, and allows NNSA to optimize its oversight function to leverage the processes and outcomes of its contractor(s).

It is understood that Excellence goes well beyond maturity. It is understood that SRNS must have maturity to achieve excellence and excellence with the Contractor Assurance System and it may take SRNS and the contractor project team a few years to achieve.

It is expected by the end of FY11 that SRNS will have in place and be implementing the necessary Contractor Assurance system tools, techniques, processes, and procedures. As SRNS begins to mature within the Contractor Assurance system, it is expected that more successes than failures will occur. When SRNS is performing in an excellence mode it is expected that there is continuous stream of successful set of activities/fragnets/sub-projects. It is understood that even after establishing a culture and execution of excellence, there will still be some failures.

Completion Criteria:

1. Perform planned assessments per the approved PDC Contractor Assurance Plan.
2. Submit an approved FY12 Contractor Assurance Plan during the 4th quarter of FY11.
3. Submit a Quality Implementation Plan for PDC compliant with ANME NQA-1 version 2008 and 2009 addendum.
4. Monitor and document PDC Project Contractor Assurance through scheduled QA oversight surveillance.
5. Document analyses, resolution, and tracking/retrieval of issues to enhance project performance.
6. Issue Operating Experience to the PDC IPT.
7. Effectively manage the PDC Lessons Learned Program
8. Respond to IPT members, customer, and stakeholders in an integrated, timely, constructive, and quality manner.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. NNSA will complete reviews within 10 working days or as agreed.

12C. Conduct of Project Management

NNSA expects SRNS have a mature DOE O 413.3A project management system and executes project management with a standard methodology/business model with accompanying systems, processes, and procedures such that there exists a high likelihood of repeated successes (80/20).

It is expected that SRNS develop a project management culture throughout the entire lifecycle of the PDC project that consistently executes project management tools, techniques, processes, and procedures. Excellence will be achieved when SRNS matures the PDC project environment such that there exists a continuous stream of successfully

managed activities, fragnet of activities and/or subprojects and where success is measured by what is in the best interests of both the project and project organizations.

It is understood that Excellence goes well beyond maturity. It is understood that SRNS must have maturity to achieve excellence and excellence in project management may take SRNS a few years to achieve.

It is expected by the end of FY11 that SRNS will have in place and be implementing the necessary project management tools, techniques, processes, and procedures. As SRNS begins to mature within project management, it is expected that more successes than failures will occur. When SRNS is performing in an excellence mode it is expected that there is a continuous stream of successful set of activities/sub-projects. It is understood that even after establishing a culture and execution of excellence, there will still be some failures.

Completion Criteria:

1. The trend program and CCB function in a disciplined and timely manner.
2. Earned Value Management System is utilized to monitor and report performance and provides required project performance metrics that meet project thresholds.
3. The Risk Management program captures/document risks and identifies opportunities. Identified risks will be managed and monitored for on-going mitigating actions.
4. Accurate monthly reports are provided to NNSA demonstrating prudent project management and ownership.
5. Contract and business management is efficient and documents require little or no revisions. Cost reports accurately demonstrate effective project management, integrator roles and responsibilities, and project status.
6. Project integration role is inculcated within all teams and work proceeds seamlessly toward project goals and milestones.
7. Site coordination efforts provides PDC project with required information, agreements and approvals to meet IPS.
8. A resource loaded Integrated Project Schedule is in place within the first quarter to which the team monitors project performance on at least a weekly basis. Schedule covers the FY12 and 13 activities with sufficient detail to support budget year and out year Federal budget processes.
9. Effectively manage the PDC Value Management program to optimize project performance and document activities and results.
10. Fully support the Federal Budget Process with high quality, timely planning tools and deliverables
11. Respond to IPT members, customer, and stakeholders in an integrated, timely, constructive, and quality manner.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. NNSA will complete reviews within 10 working days or as agreed.

12D. Conduct of Engineering

NNSA expects SRNS have a mature DOE O 413.3A Engineering oversight & Design Authority and execute engineering and oversight with a standard methodology with accompanying systems, processes, and procedures such that there exists a high likelihood of repeated successes (80/20).

NNSA expects SRNS to be an independent Engineering Authority that is responsible for technical requirements and identification of all waivers/exceptions/exemptions to them, and will build a disciplined, systematic approach to identifying, analyzing, and controlling requirements and hazards throughout the life cycle of the PDC Project execution. It is expected the independent Engineering Authority does the following as a minimum:

a) Develop and maintain FDD & SDD for the PDC project
b) Be the sole waiver/exceptions/exemptions authority for technical standards bringing those to the NNSA Authority Having Jurisdiction for approvals
c) Conduct trend and risk analysis at the component, sub-system, system, and sub-project levels
d) Conduct, support, and oversee integrated hazard analysis
e) Independently verify project and operational technical readiness

It is understood that Excellence goes well beyond maturity. It is understood that SRNS has established a level of maturity already to achieve excellence and excellence in engineering management may not take SRNS as long to achieve as the other functional areas.

It is expected by the end of FY11 that SRNS will have in place and be implementing the necessary engineering tools, techniques, processes, and procedures. As SRNS continues to mature within engineering, it is expected that more successes than failures will occur. When SRNS is performing in an excellence mode it is expected that there is continuous stream of successful set of activities/fragnets/sub-projects. It is understood that even after establishing a culture and execution of excellence, there will still be some failures.

Completion Criteria:

1. Actively participate and provide integrated, timely, constructive, and quality support to the Technical Oversight Group (TOG) and the Integrated Project Team (IPT). Technology maturity issues that have the potential to impact PDC Project scope, cost, or schedule are reported timely to NNSA.

2. SRNS activities and support should enhance, not adversely impact, other IPT activities.
3. Design Authority (DA) role provides solid engineering documents and input to design agent, NNSA, and other stakeholders.
4. GB test bed final design, fabrication, and testing are successful in demonstrating 'real life' GB conditions. Test bed demonstrations confirm design assumptions and/or provide information for input to modify designs through appropriate configuration management.
5. K-Area Complex (KAC) site conditions for as-built structures and infrastructure; seismic analysis information; geotechnical sampling plans, field sampling and analyses meet PDC technical input requirements for design and CD-2/3A documents.
6. Support for studies, technical reviews, technology development review and assessment are supported to provide project scope affirmation and/or changes.
7. Manage Engineering activities to optimize project performance.
8. Fully support project trend program by identifying potential opportunities, cost, or schedule issues as early as possible.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. NNSA will complete reviews within 10 working days or as agreed.

12E. Conduct of Construction

NNSA expects SRNS have a mature DOE O 413.3A Construction Management and Construction execution organization that has a standard methodology with accompanying systems, processes, and procedures such that there exists a high likelihood of repeated successes (80/20).

Construction Management:
NNSA expects SRNS as the construction manager provide NNSA with specialized knowledge, experience, and resources to navigate through the complexities of the PDC project execution and satisfying the DOE O 413.3A requirements. It is expected that SRNS tailor the construction management services to satisfy the needs of the PDC project. It is expected that SRNS construction management services support the pre-planning, design, construction, post construction award-engineering services, and project management expertise that can assure the best possible project outcome no matter what type of project delivery method used. It is expected that the SRNS CM services with expertise knowledge in organizing, scheduling, mobilizing, and directing equipment, material, and personnel in performance of a construction contracts. SRNS CM should add value by providing the resources and expertise needed to manage quality, cost, schedule, scope, and risks

associated with design and construction to help NNSA achieve its project and programmatic objective.

Construction Execution:

NNSA expects SRNS as the prime construction execution contractor be responsible for the best value means and methods to be used in the construction execution of the project in accordance with the approved construction execution plans and detailed work packages. SRNS should be responsible for the supplying of all material, labor, equipment, (engineering vehicles and tools) and services necessary for the construction of the project on schedule and in safe, secure, and quality manner. SRNS may contract portions of the PDC project and NNSA expectations would then be covered under the CM responsibilities.

It is understood that Excellence goes well beyond maturity. It is understood that SRNS has established some level of maturity already to achieve excellence in construction management and execution with respect to completion of smaller projects in the past. However, because of the size and complexity of PDC it may take SRNS a few years to achieve.

It is expected by the end of FY11 that SRNS will have in place and be implementing the necessary construction management and execution tools, techniques, processes, and procedures to support PDC and the S&P and MS sub-projects. As SRNS continues to mature within Construction management and execution, it is expected that more successes than failures will occur. When SRNS is performing in an excellence mode it is expected that there is continuous stream of successful set of activities/fragnets/sub-projects. It is understood that even after establishing a culture and execution of excellence, there will still be some failures.

Completion Criteria:

1. Construction Strategy and Execution Plan are approved by 21 Oct 2010
2. Utility/site infrastructure planning and input provides for sound engineering, timely criteria coordination/planning with site stakeholders to support early FY12 construction-phase activities.
    a. By 31 Jan 2011, provides a PDC K-Area Master Plan;
        i. Locating all support facilities buildings and/or new or temporary structures,
        ii. Locating traffic flow routes
    b. By 31 Jan 2011, provides proposed functions for the temporary PDC structure.
        i. Including dimensions/square footage (SF) requirements
        ii. Identify current and future utility locations
3. Integrates the NNSA PDC federal staff / K-Area operations, and other required stakeholders in the construction planning development process.

4. Contractor actively participates in project design development by performing constructability / operability / maintainability reviews and providing constructability input to the design process.
5. Provides pre-construction site planning and permitting strategy coordination to support timely D&R and FY12 D&R and construction activities.
6. Collaborates on construction plans and strategy with the NNSA Construction Lead.
7. Prepare a PDC Construction Planning and Executing Strategy for KAC support facilities (structures [temporary vs. permanent] and utilities) that is prioritized, and available for execution should construction funding become available in near-term fiscal years.
8. Contractor shall demonstrate a fully functional and efficient QA/QC organization is in place to support all vendors, suppliers, subcontractors, internal self-assessment reviews, etc.
9. Manage Construction activities to optimize project performance.
10. Fully support project trend program by identifying potential opportunities, cost, or schedule issues as early as possible.

Assumptions:

1. Funding will be available to support this scope.

Government Furnished Services / Items:

1. NNSA will complete reviews within 10 working days or as agreed.

Nuclear Nonproliferation Multi-year PBI

Time Period: October 1, 2009 – September 30, 2013

Allocated Fee: $TBD (see *Available Fee* below)
Rev. 1

Performance Outcome: Provide cost-effective management and technical support to the Nuclear Nonproliferation Programs so that the WSB project is completed within the cost and schedule baselines and in accordance with DOE Order 413.3A (or successor) and other applicable DOE directives, regulations, and requirements.

Contract Output 1: Safely execute the construction of the Waste Solidification Building in accordance with the approved project baseline, on a schedule which supports the need date of the Mixed Oxide Fuel Fabrication Facility, and in accordance with the requirements of ASME NQA-1-2000 (or successor as invoked).

Available Fee: The fee available for this contract output is structured as an incentive for the sharing of cost under-runs. The fee to be earned will be provided by WSB line-item funds and is in addition to the potential fees earned through the annual award fee pool as delineated in the M&O contract. The fee earned will be 50% of the funds remaining after project closeout. NNSA OPC costs are not included in this determination; therefore, the final actualized TPC will be subtracted from a ceiling of $341,555,000 for the purpose of calculating fee.

Contract Measure: Up to 100% of the allocated incentive fee may be earned by Contract Output as follows:
Complete the WSB project, through project and contract closeout, at a Total Project Cost of less than $341,555,000.
The approval of Critical Decision 4 must be on a schedule to support the need date of the Mixed Oxide Fuel Fabrication Facility and does not result in cost impacts to that project due to WSB schedule delays.

Completion Criteria:

Critical Decision 4 is approved by NNSA.
All costs have completed the accrual process.
All contracts and subcontracts have been closed out and any required DOE reviews completed.
All claims for equitable adjustments and contract disputes have been resolved to a point that no further financial liability would be provided from project funds (see *Conditions* below).
All records documenting the completion of the subject activities in accordance with the applicable requirements are complete.
The completion date is currently forecast for 3rd quarter FY13 (see *Conditions* below).

Cost Overruns: In the event that project costs exceed the approved WSB project baseline (currently $341,555,000), SRNS will be responsible for a portion of the actualized overrun. The overrun will be shared with the government at a ratio of 80% (NNSA) – 20% (SRNS). The maximum amount that SRNS will be liable for is capped at $6,000,000.

Assumptions:

- Funding is available to support the project execution.
- In the event that NNSA directed scope changes result in an increase to the project baseline; i.e., additional funds provided for the line-item, the total available fee will be calculated based on the revised cost ceiling. This provision does not apply to a project baseline increased due to project performance.
- It is anticipated that changes will be experienced. Potential changes have been allocated for in project contingency analyses. These changes will be funded through available management reserve/contingency. SRNS should not assume that additional funds will be added to the line item and should expect that all changes will be provided for by current project funds (see *Scope Changes* below).
- Critical Decision 4 will be approved by NNSA in a timely manner to support the WSB schedule. SRNS is not responsible for delays in CD-4 approval, provided:
    - The request for approval is submitted in accordance with the WSB schedule and provides the necessary time for the NNSA review process.
    - The reason for delay is not attributable to SRNS performance or execution.

Conditions:

Fee under this incentive will be paid in its entirety upon project completion as delineated above. Completion is based on the Early Finish date, with the overriding goal of not impacting the MFFF schedule. There will be no penalty to SRNS should the MFFF need-date be delayed. In that event, the WSB project may have additional opportunities to save costs by adjusting schedule; e.g., less overtime required. Exceeding the Late Finish date does not necessarily eliminate the ability to earn fee under this incentive provided that Critical Decision 4 is approved prior to the MFFF need-date.
Should the MFFF need-date be earlier, but within the baseline WSB schedule contingency window, the WSB project will expend the funds necessary to meet the need-date. See *Contract Measure 2* above.
Upon payment to SRNS under this incentive, any additional late claims from a subcontractor related to the WSB scope will be paid by SRNS unless specifically accepted by NNSA.

Scope Changes: The TPC includes contingency funds to address anticipated events. However, it is expected that the project will be expected to absorb any new scope (including directed scope) using contingency funds. Examples of such scope changes that could impact project cost and/or schedule include, but are not limited to, new or revised DOE Orders/Standards, DNFSB Recommendations, or new laws issued by Congress. Because the only funds available for this incentive are within the project baseline, the contingency currently available will be used to

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
120	See Block 16C	11EM000147	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FIN PLAN 1 Net Increase: $69,544,450.94

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (Base Scope) in accordance with SRNS FINPLAN 1. Funds in the amount of $69,544,450.94 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,243,288,702.41 to $2,312,833,153.35.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,643,315,228.58. to $3,712,859,679.52.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/21/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
121	See Block 16C	11EM000129	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: MARK COGGIN
ONE FLUOR DANIEL DRIVE
A-3-A
ALISO VIEJO CA 926981000

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED (SEE ITEM 13) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, 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) Clause I-53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

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 revise Work Authorization Number ARRA-SRS-3-09-01 to increase the cost ceiling of Project A (P&R Areas) by $104,428,750 FROM: $208,857,500 TO: $313,286,250 and update the ceiling authority table.

Continued on page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Scott D. Langston	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 10/15/2010

(2) **ARRA B&R Cost Ceilings:** The table below shows the Work Authorizations funded by ARRA and the cost limitations (ceilings) that remain in full force and effect as of the effective date of this mod.

Work Authorization Number	Rough Order of Magnitude	Obligation	Cost Ceiling
ARRA-SRS-3-09-01 Rev. 8	$416,680,408	$416,680,408	$313,286,250
ARRA-SRS-3-09-02 Rev. 7	$23,530,070	$23,530,070	$17,662,500
ARRA-SRS-3-09-03 Rev. 6	$235,729,430	$235,729,430	$182,000,000
ARRA-SRS-3-09-04 Rev. 8	$720,242,117	$720,242,117	$534,400,000
Totals:	**$1,396,182,025**	**$1,396,182,025**	**$1,047,348,750**

(2) The parties understand and agree that any future change made by the Contract Officer to a Work Authorizations shall not be considered an authorization to exceed a B&R cost ceiling unless the change contains a specific statement increasing the ceiling.

(3) **ARRA B&R Cost Ceiling Notification:** The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe the costs the Contractor expects to incur cost within the next 60 days, when added to all costs previously incurred, will exceed 80 percent of the B&R cost ceiling. As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate for continuing work under the associated Work Authorization. The Government is not obligated to reimburse the Contractor for costs incurred in excess of any B&R cost ceilings if proper and timely notice has not been provided to the contracting officer.

(4) All other terms and conditions remain unchanged.

U. S. DEPARTMENT OF ENERGY
CONTRACT WORK AUTHORIZATION

1a. Project Title:	1b. Work Proposal Number (if applicable):
Project A (P&R Areas)	**DE-AC-09-08SR22470**

2. Headquarters Program Point of Contact:

Name:	Cynthia Anderson	Organization Code:	EM-3	Telephone No.	202-586-2083

3. Headquarters Budget Point of Contact:

Name:	Christine Shafik	Organization Code:	CF-1.2	Telephone No.	202-586-4171

4. Responsible Program:	5. Responsible Secretarial Officer:
Office of Environmental Management	Ines R. Triay, EM-1

6. Responsible Field Organization:

U.S. Department of Energy, Savannah River Operations

7a. Site and Facility Management Contractor:	7b. Contractor Point of Contact:		
Savannah River Nuclear Solutions	Name:	Greg Ryan	Telephone No. 803-725-9346

8. Work Authorization Number:	9. Treasury Accounting Symbol:
ARRA-SRS-3-09-01 Rev. 8	**TAS::89-09/10-0253::TAS Recovery Project A**

10. Funds Authorized ($ in millions). **Shall not exceed ceilings w/o prior written approval of the Contracting Officer.**

Budget and Reporting Code:	Rough Order of Magnitude	Obligation	Cost Ceiling
FD.05.11.00.0	**$416,680,408**	**$416,680,408**	**$313,286,250**

From:	To:		
4/8/2009	9/30/2012	4/8/2009	9/30/2012

14. Statement of Work:

SEE PAGE 2 - 6 for STATEMENT OF WORK (UNCHANGED)

15. Reporting Requirements (Status reports, scientific and technical information or similar):

Shall be in accordance with this Modification 121

16. Work Authorization Program Official - Contracting Officer's Representative

Name (typed):	Signature:	Date:
Thomas Zack Smith		

17. DOE Budget Official:

Name (typed):	Signature:	Date:
Harold K. Nielsen		

18. Contractor's Authorized Representative:

Name (typed):	Signature:	Date:
John W. Temple		

19. DOE Contracting Officer (or delegated representative):

Name (typed):	Signature:	Date:
Scott D. Langston, (803) 952-9065		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
122	See Block 16C	11EM000147	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FY2011 FINPLAN 1 Net Increase: $47,853.14

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO Defense-Related Activities) in accordance with SRNS FY2011 FINPLAN 1. Funds in the amount of $47,853.14 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,312,833,153.35 to $2,312,881,006.49.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,712,859,679.52. to $3,712,907,532.66.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/22/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
123	See Block 16C	11EM000147	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FY2011 FINPLAN 1 Net Increase: $37,603.00

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO NASA-Related Activities) in accordance with SRNS FY2011 FINPLAN 1. Funds in the amount of $37,603.00 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,312,881,006.49 to $2,312,918,609.49.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,712,907,532.66. to $3,712,945,135.66.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/22/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
124	See Block 16C	11EM000147	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FY2011 FINPLAN 1 Net Decrease: -$315.53

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 date, 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)* Clause I-53 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

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.)*

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to deobligate funding to CLIN 00001 (WFO State-Related Activities) in accordance with SRNS FY2011 FINPLAN 1. Funds in the amount of -$315.53 are hereby obligated to CLIN 00001, thereby decreasing the total funds obligated to CLIN 00001 from $2,312,918,609.49
to $2,312,918,293.96.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to decrease the total amount of funds obligated to the contract from $3,712,945,135.66. to
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/26/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$3,712,944,820.13. C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
125	See Block 16C	11EM000255	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED (SEE ITEM 13) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, 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) Clause I.28 - DEAR 952.215-70 Key Personnel (DEC 2000) and Letter #SRNS-U1000-2010-00323

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

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to revise Section J, Appendix D - Key Personnel.

B. Part III, Section J, Appendix D, Key Personnel, is deleted in its entirety and is replaced by Appendix D attached hereto.

C. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	11/01/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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

SECTION J – LIST OF ATTACHMENTS

APPENDIX D

KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

Name	Title
Flowers, Garry	President
Dohse, Fred	Executive Vice President and Chief Operating Officers
Michalske, Terry A.	SRNL Director
Eyler, David E.	Vice President, Nuclear Materials Operations
Fagan, Jon	Chief Engineer & Nuclear Safety Officer
Gentile, Chris	VP, Tritium Operations
Curtis, Jennifer	General Counsel
Hanna, Jim	Director, Human Resources
Umek, Anthony	Director, ESH&Q
Bilson, Helen E.	Director, Business Services

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
126	See Block 16C	11EM000482	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 2

Net Increase: $7,526,480.39

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 date, 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)* Clause I.53 - DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (Base Scope) in accordance with SRNS FINPLAN 2. Funds in the amount of $7,526,480.39 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,312,918,293.96 to $2,320,444,774.55.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,712,944,820.13. to $3,720,471,300.52.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/29/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
127	See Block 16C	11EM000482	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 2 Net Increase: $437,186.59

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 date, 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)* Clause I.53 - DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO Defense-Related Activities) in accordance with SRNS FY2011 FINPLAN 2. Funds in the amount of $437,186.59 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,320,444,774.35 to $2,320,881,960.94.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,712,859,679.52. to $3,712,907,532.66.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/30/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
128	See Block 16C	11EM000482	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY *(If other than Item 6)* CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: DEBRA SAMPSON
100 FLUOR DANIEL DRIVE, PW5-05
GREENVILLE SC 296072761

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 2

Net Increase: $276,637.25

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 date, 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)* Clause I.53 - DEAR 970.5232-4 Obligation of Funds (DEC 2000)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. Administrated corrections: Mod 116 Paragraph B the from $3,641,402,860.18 should be from $3,641,606,873.80; Mod 126 Paragraph A the to $2,320,444,774.55 should be to $2,320,444.774.35; Mod 127 Paragraph B the from $3,712,859,679.52. to $3,712,907,532.66 should be from $3,720,471,300.52 to $3,720,908,487.11. End of corrections.

B. The purpose of this modification is to provide incremental funding to CLIN 00001 (WFO-DHS) in accordance with SRNS FINPLAN 2. Funds in the amount of $276,637.25 are hereby obligated to CLIN 00001, thereby increasing the total funds obligated to CLIN 00001 from $2,320,881,960.94 to $2,321,158,598.19.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File *(Signature of Contracting Officer)*	11/30/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to increase the total amount of funds obligated to the contract from $3,720,908,487.11 to $3,721,185,124.54. D. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
129	See Block 16C	11EM000482	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Attn: LLOYD CLEVINGER
203 LAURENS ST SW
AIKEN SC 298012421

CODE 798861048 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED *(SEE ITEM 13)* 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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)*
See SRNS FINPLAN 2

Net Decrease: -$17,177.43

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 date, 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)* Clause I.53 - DEAR 970.5232-4 Obligation of Funds (DEC 2000)

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.)*

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to deobligate funding from CLIN 00001 (WFO State-Related Activities) in accordance with SRNS FY2011 FINPLAN 2. Funds in the amount of -$17,177.43 are hereby deobligated from CLIN 00001, thereby decreasing the total funds obligated to CLIN 00001 from $2,321,158,598.19 to $2,321,141,420.76.

B. As a result of this modification, Part I - The Schedule, Section B, Supplies or Services and Price/Cost, Paragraph B-4 entitled "Obligation of Funds" is hereby revised to decrease the total amount of funds obligated to the contract from $3,721,185,124.36. to $3,721,167,946.93.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		James Lovett	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/03/2010

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. Administrative corrections: In Mod 128 Paragraph B, the from and to amounts should be from $3,720,908,487.11 to $3,721,185,124.36. D. The contract estimated value and all other terms and conditions remain unchanged. FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
130	See Block 16C	11EM000355	

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY (If other than Item 6) CODE 00901

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 NUCLEAR SOLUTIONS, LLC
Attn: LLOYD CLEVINGER
203 LAURENS ST SW
AIKEN SC 298012421

CODE 798861048 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470

10B. DATED (SEE ITEM 13) 01/10/2008

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I.138-DEAR 970.5204-2 Laws, Regulations, and DOE Directives (Dec 2000) (Deviation) (Amendment 003)
	D. OTHER (Specify type of modification and authority)

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.)

Tax ID Number: 26-0240191
DUNS Number: 798861048

A. The purpose of this modification is to revise and update the list of DOE Directives and Orders applicable to this contract.

B. Section J - Appendix E - List B/Applicable DOE Directives and Orders (Amendment 003) is deleted in its entirety and is replaced by Section J - Appendix E attached hereto.

C. All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		James Lovett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	01/06/2011

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

SECTION J - LIST OF ATTACHMENTS

APPENDIX E

APPENDIX E – LIST B/APPLICABLE DOE DIRECTIVES AND ORDERS (AMENDMENT 003)

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives," the Contractor shall adhere to the ES&H requirements compliance process delineated in the Site Standards/ Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in this clause).

The following is the DOE approved List B set of requirements as of January 2011.

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
10 CFR 1021	National Environmental Policy Act Implementing Procedures	---
10 CFR 436	Federal Energy Management and Planning Programs	---
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites	---
10 CFR 708	DOE Contractor Employee Protection Program	---
10 CFR 71	Packaging and Transportation of Radioactive Material	---
10 CFR 820	Procedural Rules for DOE Nuclear Activities	---
10 CFR 830	Nuclear Safety Management	---
10 CFR 835	Occupational Radiation Protection	---
10 CFR 851	Worker Safety and Health Program	---
10 CFR 962	**Byproduct Material**	---
33 CFR 153	Control of Pollution by Oil and Hazardous Substances, Discharge Removal	---
33 CFR 320	General Regulatory Policies	---
33 CFR 322	Permits for Structures or Work in or Affected Navigable Waters of the United States	---
33 CFR 323	Permits for Discharges of Dredged or Fill Material into Waters of the United States	---
33 CFR 325	Processing of Department of Army Permits	---
33 CFR 326	Enforcement	---
33 CFR 327	Public Hearings	---
33 CFR 328	Definition of Waters of the United States	---
33 CFR 329	Definition of Navigable Waters of the United States	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
33 CFR 330	Nation Wide Permit Program	---
40 CFR 110	Discharge of Oil	---
40 CFR 112	Oil Pollution Prevention	---
40 CFR 116	Designation of Hazardous Substances	---
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances	---
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System	---
40 CFR 125	Criteria and Standards for the National Pollution Discharge Elimination System	---
40 CFR 129	Toxic Pollutant Effluent Standards	---
40 CFR 131	Water Quality Standards	---
40 CFR 133	Secondary Treatment Regulation	---
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants	---
40 CFR 141	National Primary Drinking Water Regulations	---
40 CFR 142	National Primary Drinking Water Regulations Implementation	---
40 CFR 143	National Secondary Drinking Water Regulations	---
40 CFR 144	Underground Injection Control Program	---
40 CFR 146	Underground Injection Control Program: Criteria and Standards	---
40 CFR 148	Hazardous Waste Injection Restrictions	---
40 CFR 149	Sole Source Aquifers	---
40 CFR 166	Exemption of Federal and State Agencies for Use of Pesticides Under Emergency Conditions	---
40 CFR 170	Worker Protection Standard	---
40 CFR 171	Certification Of Pesticide Applicators	---
40 CFR 191	Environmental Radiation Protection Standards For Management And Disposal Of Spent Nuclear Fuel, High-Level And Transuranic Radioactive Wastes	---
40 CFR 230	Section 404(b)(1) Guidelines for Specification of Disposal for Dredged or Fill Material	---
40 CFR 231	Section 404(c) Procedures	---
40 CFR 243	Guidelines for the Storage and Collection of Residential, Commercial, and Institutional Solid Waste	---
40 CFR 246	Source Separation for Materials Recovery Guidelines	---
40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials	---
40 CFR 257	Criteria for Classification of Solid Waste Disposal Facilities and Practices	---
40 CFR 260	Hazardous Waste Management System: General	---
40 CFR 261	Identification And Listing Of Hazardous Waste	---
40 CFR 262	Standards Applicable to Generators of Hazardous Waste	---
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities	---
40 CFR 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities	---
40 CFR 266	Standards For The Management Of Specific Hazardous Wastes And Specific Types Of Hazardous Waste Management Facilities	---
40 CFR 268	Land Disposal Restrictions	---
40 CFR 270	EPA Administered Permit Programs: The Hazardous Waste Permit Program	---
40 CFR 273	Standards for Universal Waste Management	---
40 CFR 279	Standards for the Management of Used Oil	---
40 CFR 280	Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST)	---
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan	---
40 CFR 302	Designation, Reportable Quantities and Notification	---
40 CFR 355	Emergency Planning and Notification	---
40 CFR 370	Hazardous Chemical Reporting: Community Right-to-Know	---
40 CFR 372	Toxic Chemical Release Reporting: Community Right-to-Know	---
40 CFR 401	Effluent Guidelines and Standards: General Provisions	---
40 CFR 403	General Pretreatment Regulations for Existing and New Sources of Pollution	---
40 CFR 50	National Primary and Secondary Ambient Air Quality Standards	---
40 CFR 503	Standards for the Use or Disposal of Sewage Sludge	---
40 CFR 58	Ambient Air Quality Surveillance	---
40 CFR 60	Standards of Performance for New Stationary Sources	---
40 CFR 61	National Emission Standards for Hazardous Air Pollutants	---
40 CFR 68	Chemical Accident Prevention Provisions	---
40 CFR 69	Special Exemptions from Requirements of the Clean Air Act	---
40 CFR 707	Chemical Imports and Exports	---
40 CFR 717	Records and Reports of Allegations that Chemical Substances Cause Significant Adverse Reactions to Health or the Environment	---
40 CFR 747	Metalworking Fluids	---
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions	---
40 CFR 763	Asbestos	---
40 CFR 82	Protection of Stratospheric Ozone	---
43 FR 4377	Radiation Protection Guidance to Federal Agencies for Diagnostic X-Rays	---
49 CFR 107	Hazardous Materials Program Procedures	---
49 CFR 171	General Information, Regulations and Definitions	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
49 CFR 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations	---
49 CFR 173	Shippers - General Requirements for Shipments And Packagings	---
49 CFR 174	Carriage By Rail	---
49 CFR 177	Carriage By Public Highway	---
49 CFR 178 (Subpart K)	**Specifications For Packagings**	---
49 CFR 382	Controlled Substances and Alcohol Use And Testing	---
49 CFR 383	Commercial Driver's License Standards; Requirements and Penalties	---
49 CFR 385	Safety Fitness Procedures	---
49 CFR 386	Rules of Practice For Motor Carrier Safety and Hazardous Materials Proceedings -- Scope Of Rules, Definitions	---
49 CFR 387	Minimum Levels of Financial Responsibility for Motor Carriers	---
49 CFR 389	Rulemaking Procedures - Federal Motor Carrier Safety Regulations -- General	---
49 CFR 390	Federal Motor Carrier Safety Regulations; General	---
49 CFR 391	Qualifications Of Drivers	---
49 CFR 392	Driving of Motor Vehicles	---
49 CFR 393	Parts and Accessories Necessary for Safe Operation	---
49 CFR 395	Hours of Service of Drivers	---
49 CFR 396	Inspection, Repair, and Maintenance	---
49 CFR 397	Transportation of Hazardous Materials; Driving and Parking Rules	---
49 CFR 40	Procedures for Transportation Workplace Drug Testing Program -- General	---
50 CFR 17	Endangered and Threatened Wildlife and Plants	---
ADN-89-05-FF	Federal Facility Agreement for the Savannah River Site	8/16/1993
ANS 8.1	Nuclear Criticality Safety in Operations with Fissionable Materials Outside Reactors	R98
ANS 8.10	Criteria for Nuclear Criticality Safety Controls in Operations with Shielding and Confinement	9/14/1983
ANS 8.12	Nuclear Criticality Control and Safety of Homogeneous Plutonium-Uranium Fuel Mixtures Outside Reactors	R78
ANS 8.14	Use of Soluble Neutron Absorbers in Nuclear Facilities Outside Reactors	R04
ANS 8.15	Nuclear Criticality Control of Special Actinide Elements	R95
ANS 8.17	Criticality Safety Criteria for the Handling, Storage, and Transportation of LWR Fuel Outside Reactors	R04
ANS 8.19	Administrative Practices for Nuclear Criticality Safety	R05
ANS 8.20	Nuclear Criticality Safety Training	5/20/1991
ANS 8.21	Use of Fixed Neutron Absorbers in Nuclear Facilities Outside Reactors	R95
ANS 8.22	Nuclear Criticality Safety Based on Limiting and Controlling Moderators	R97
ANS 8.23	Nuclear Criticality Accident Emergency Planning and Response	R97

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
ANS 8.24	Validation of Neutron Transport Methods for Nuclear Criticality Safety Calculations	3/16/2007
ANS 8.26	Criticality Safety Engineer Training and Qualification Program	6/20/2007
ANS 8.3	Criticality Accident Alarm System	R97
ANS 8.6	Safety in Conducting Subcritical Neutron-Multiplication Measurements in Situ	R95
ANS 8.7	Nuclear Criticality Safety In The Storage Of Fissile Materials	R98
ANSI Z 358.1	Eye Wash and Shower Equipment, Emergency	1998
ANSI N323A - 1997	American National Standard: Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments	12/31/1997 1997
ANSI N42.18 - 1980	American National Standard: Specification and Performance of On-Site Instrumentation for Continuously Monitoring Radioactivity in Effluents	8/15/1980 91
ANSI N43.3 - 1993	American National Standard For General Radiation Safety - Installations Using Non-Medical X-Ray and Sealed Gamma-Ray Sources, Energies Up To 10 MeV	1/28/1993 93
ANSI/ANS-3.2	Administrative Controls And Quality Assurance For The Operational Phase Of Nuclear Power Plants	4/6/1989 94
ANSI/ASQ E4	Quality Systems For Environmental Data And Technology Programs -Requirements With Guidance For Use	2/4/2004
ANSI/HPS N43.2 - 2001	American National Standard: Radiation Safety for X-Ray Diffraction and Fluorescence Analysis Equipment	7/31/2001
ASME NQA-1-2000	Quality Assurance Requirements for Nuclear Facility Applications	5/21/2001 98
Comm. Vehicle Safety Alliance	North American Uniform Vehicle Out-of-Service Criteria	4/1/1998 1
DOE LETTER AA-03-007	Cancellation of Directive Implementation Instructions	8/19/2003
DOE LETTER OSQA-08-0021	DOE-SR Letter OSQA-08-0021, Enclosure 1, Fire Protection Requirements And Clarifications Established by DOE-SR	11/19/2007
DOE/NNSA QC-1, Rev. 10	DOE/NNSA QC-1 Weapon Quality Policy QC-1	2/10/2004 10
DOE/RW-0333P	Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program	10/2/2006 18
DOE5400.5 Chg 2*	Radiation Protection of the Public and the Environment	1/7/1993 2
DOE5480.19	Conduct of Operations Requirements for DOE Facilities	10/23/2001 2
~~DOE5480.20A~~	~~Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities~~	~~7/12/2001 1~~
DOE5480.4 Chg 4*	Environmental Protection, Safety, and Health Protection Standards	1/7/1993 4
DOEM231.1-1A	Environment, Safety and Health Reporting Manual	6/12/2007 2
DOEM231.1-2	Occurrence Reporting and Processing of Operations Information	8/19/2003

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
DOEM435.1-1	Radioactive Waste Management Manual, Chg. 1	6/19/2001 Chg.1
DOEM442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health	11/16/2006
DOEM450.4-1	Integrated Safety Management System Manual	11/1/2006
DOEM460.2-1A	Radioactive Material Transportation Practices Manual	6/4/2008
DOEN456.1	The Safe Handling of Unbound Engineered Nanoparticles	1/5/2009
DOEO151.1C	Comprehensive Emergency Management System	11/2/2005
DOEO153.1	Departmental Radiological Emergency Response Assets	6/27/2007
DOEO210.2	DOE Corporate Operating Experience Program	6/12/2006
DOEO225.1A	Accident Investigations	11/26/1997
DOEO226.1A	Implementation of Department of Energy Oversight Policy	7/31/2007
DOEO243.1	Records Management Program	2/3/2006
DOEO243.2	Vital Records	2/2/2006
DOEO251.1C	Departmental Directives Program	1/15/2009
DOEO414.1C	Quality Assurance	6/17/2005
DOEO420.1B	Facility Safety	**4/19/10 Chg 1a**
DOEO425.1**D**	Startup and Restart of Nuclear Facilities	**4/16/2010**
DOEO426.2	**Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities**	**4/21/2010**
DOEO430.1B	Real Property Asset Management (ESH)	9/24/2003 Chg 1
DOEO433.1A	Maintenance Management Program for DOE Nuclear Facilities.	2/13/2007
DOEO435.1	Radioactive Waste Management	7/9/1999
DOEO443.1A	Protection of Human Subjects	12/20/2007
DOEO450.1A	Environmental Protection Program	6/4/2008 0
DOEO451.1B	National Environmental Policy Act Compliance Program	**6/25/10 Chg 2**
DOEO460.1**C**	Packaging and Transportation Safety	**5/14/2010**
DOEO460.2A	Departmental Materials Transportation and Packaging Management	12/22/2004
DOEO461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest	4/26/2004
DOEP450.4	Safety Management System Policy	10/15/1996
DOE-STD-1088-95	Fire Protection for Relocatable Structures	6/1/1995 0
DOE-STD-1098-99	Radiological Control	7/1/1999 1999

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EPA QA/R-5	Requirements for Quality Assurance Project Plans	3/30/2001 0
EPA/540/R-93/071	Data Quality Objectives	9/1/1993
EPA/SW-846	Test Methods For Evaluating Solid Waste	7/1/1992
FMDP - QARD	Fissile Materials Disposition Program - Quality Assurance Requirements Document	1/1/1999 0
IBC	International Building Code	---
ISO 9002	Quality System - Model for Quality Assurance Production and Installation	12/1/1994
NA-1 SD226.1A	NNSA Line Oversight And Contractor Assurance System Supplemental Directive	10/17/2008
PSLM-021606	Primary Standards Laboratory Memorandum	2/16/2006
Public Law 104-113	National Technology Transfer and Advancement Act of 1995	---
Public Law 108-375	National Defense Authorization Act for FY 2005	---
Public Law 109-58	Energy Policy Act of 2005	8/8/2005
SC R.19-450	Permits for Construction in Navigable Waters	---
SC R.51	South Carolina Environmental Certification Board	---
SC R.61-101	Water Quality Certification	---
SC R.61-104	Hazardous Waste Management Locations Standards	---
SC R.61-105	Infectious Waste Management Regulations	---
SC R.61-107	Solid Waste Management	---
SC R.61-30	Environmental Protection Fees	---
SC R.61-56	Individual Sewage Treatment and Disposal Systems	---
SC R.61-58	State Primary Drinking Water Regulations	---
SC R.61-62	Air Pollution Control Regulations and Standards	---
SC R.61-67	Standards For Wastewater Facility Construction	---
SC R.61-68	Water Classifications and Standards	---
SC R.61-69	Classified Waters	---
SC R.61-71	Well Standards	---
SC R.61-72	Procedures for Contested Cases	---
SC R.61-79	Hazardous Waste Management Regulations	---
SC R.61-81	State Environmental Laboratory Certification Program	---
SC R.61-82	Proper Closeout of Wastewater Treatment Facilities	---
SC R.61-86.1	Standards of Performance for Asbestos Projects	---
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SC R.61-92	Underground Storage Tank Control Regulations	---
SC R.72-300	Standards for Stormwater Management and Sediment Reduction	---
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SCR.61-25	Retail Food Establishments	---

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DOE1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	11/12/1992
DOE5610.2	Control of Weapon Data	9/2/1986 Chg 1
DOEM140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	3/20/2001 0
DOEM142.2-1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	9/4/2008
DOEM200.1-1	Chapter 9, Public Key Cryptography and Key Management	2/15/2000
DOEM205.1-4	National Security System Manual	3/8/2007 0
DOEM205.1-5	Cyber Security Process Requirements Manual	8/12/2008 0
DOEM205.1-6	Media Sanitization Manual	12/23/2008 0
DOEM205.1-7	Security Controls for Unclassified Information Systems Manual	1/5/2009 0
DOEM205.1-8	Cyber Security Incident Management Manual	1/8/2009 0
DOEM470.4-1	Safeguards and Security Program Planning and Management	**10/20/10 Chg 2**
DOEM470.4-2A	Physical Protection	7/23/2009
DOEM470.4-3A	Protective Safeguards and Security Force	11/5/2008
DOEM470.4-4A	Information Security Manual	**10/12/10 Chg 1**
DOEM470.4-5	Personnel Security	8/26/2005
DOEM470.4-6	Nuclear Material Control and Accountability (Change 1)	8/14/2006 1
DOEM471.1-1	Identification And Protection Of Unclassified Controlled Nuclear Information Manual	6/30/2000
DOEM471.3-1	Manual for Identifying and Protecting Official Use Only Information	4/9/2003
DOEM475.1-1B	Manual for Identifying Classified Information	8/28/2007
DOEM481.1-1A	Reimbursable Work for Non-Federal Sponsors Process Manual	**1/3/2001 Chg 1**
DOEM483.1-1	DOE Cooperative Research & Development Agreements Manual	1/12/2001
DOEM573.1-1	Mail Services User's Manual	7/12/2000
DOEN205.2	Foreign National Access to DOE Cyber Systems	10/28/1999
DOEN205.3	Password Generation, Protection, and Use	11/23/1999

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DOEN205.4	Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents	3/18/2002
DOEN206.4	Personal Identity Verification	6/29/2007
DOEN234.1	Reporting of Radioactive Sealed Sources	2/27/2008
DOEN470.2	Reporting Unofficial Foreign Travel	12/15/2000
DOEN473.4	Department Of Energy Badges	5/26/2000
DOEN473.5	Security Area Vouching and Piggybacking	6/5/2000
DOEO110.3A	Conference Management	1/25/2007
DOEO130.1	Budget Formulation Process	9/29/1995
DOEO142.1	Classified Visits Involving Foreign Nationals	1/13/2004
DOEO142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol With the International Atomic Energy Agency	12/15/2006
DOEO142.3A	**Unclassified Foreign Visits And Assignments Program**	**10/14/2010**
DOEO144.1	Department of Energy American Indian Tribal Government Interactions and Policy	11/6/2009 1
DOEO205.1A	Department of Energy Cyber Security Management Program	12/4/2008
DOEO206.1	Department of Energy Privacy Program	1/16/2009 0
DOEO221.1A	Reporting Fraud, Waste, And Abuse to the Office of Inspector General	4/19/2008 0
DOEO221.2A	Cooperation with the Office of Inspector General	2/25/2008 0
DOEO241.1A	Scientific and Technical Information Management	4/9/2001
DOEO252.1	Technical Standards Program	11/19/1999
DOEO350.1	Contractor Human Resource Management Programs	**2/23/2010 3**
DOEO350.2A	Use of Management and Operating or other Facility Management Contractor Employees for Services to DOE In The Washington, D.C., Area	10/29/2003
DOEO413.1B	Internal Control Program	10/28/2008
DOEO413.2B	Laboratory Directed Research And Development	4/19/2006
DOEO413.3B	**Program And Project Management for the Acquisition of Capital Assets**	**11/29/2010**
DOEO430.1B	Real Property Asset Management (Non-ESH)	2/8/2008 1
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DOEO452.3	Management of the Department of Energy Nuclear Weapons Complex	6/8/2005 0
DOEO452.7	**Protection of Use Control Vulnerabilities and Designs**	**5/14/2010**
DOEO462.1	Import And Export Of Category 1 and 2 Radioactive Sources And Aggregated	11/10/2008

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DOEO470.2B	Independent Oversight And Performance Assurance Program	10/31/2002
DOEO470.3B	Graded Security Protection (GSP) Policy	8/12/2008
DOEO471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	3/1/2010
DOEO471.3	Identifying and Protecting Official Use Only Information	4/9/2003
DOEO475.1	Counterintelligence Program	12/10/2004
DOEO475.2	Identifying Classified Information	8/28/2007
DOEO481.1C	Work for Others (Non-Department of Energy Funded Work)	1/24/2005
DOEO482.1	DOE Facilities Technology Partnering Programs	1/12/2001
DOEO483.1	DOE Cooperative Research And Development Agreements	1/12/2001
DOEO484.1	Reimbursable Work for Department of Homeland Security	8/17/2006
DOEO522.1	Pricing of Departmental Materials And Services	11/3/2004
DOEO534.1A	Accounting (Current is DOEO534.1B which has the same CRD)	7/12/2001
DOEO551.1C	Official Foreign Travel	6/24/2008
DOEO580.1	Department of Energy Personal Property Management Program	5/8/2008 1
IBP-401	NWC Infrastructure Business Practice, Product Definition Exchange Process	11/30/2006 A
IBP-404	NWC Infrastructure Business Practice, Engineering Authorization System	12/17/2003 B
NASDM452.3-1	Defense Programs Business Requirements And Processes Manual	12/10/2009
NNSA NA-10	Weapon Quality Assurance Procedures Manual	3/30/2009
NNSA NAP 14.1-C	NNSA Baseline Cyber Security Program (Revised Implementing Plan, 5/1/2009)	5/2/2008 0
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NNSA NAP 70.2	Physical Protection	7/2/10
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NNSAM56XB	NNSA Development and Production Manual	2/27/2004/2
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	Stockpile Work Program	A
PRS21301	NWC Standard For Qualification Of Digital Radiographic Imaging Techniques	2/15/2007 B
TBP	Nuclear Weapons Complex Applicable Technical Business Practice (TBP) Procedures	---
TBP-000	NWC Technical Business Practice, Program Management	5/4/2001 E
TBP-100	NWC Technical Business Practice, Concurrent Qualification	9/16/2005 G
TBP-101	NWC Technical Business Practice, Engineering Evaluation Process	1/22/2007 H
TBP-200	NWC Technical Business Practice, Product Identification And Traceability	9/18/2006 E
TBP-201	NWC Technical Business Practice, Weapon Identification Systems And Marking Criteria	9/18/2006 D
TBP-300	NWC Technical Business Practice, Product Definition	2/15/2005 E
TBP-301	NWC Technical Business Practice, Methods of Definition	10/2/2006 J
TBP-302	NWC Technical Business Practice, Product and Equipment Designations	9/18/2006 D
TBP-400	NWC Technical Business Practice, Design Control	10/2/2000 D
TBP-401	NWC Technical Business Practice, Definition Control	11/30/2006 E
TBP-402	NWC Technical Business Practice, Product Control	9/22/2004 F
TBP-403	NWC Technical Business Practice, Reviews	2/13/2006 E
TBP-404	NWC Technical Business Practice, Engineering Authorization System	5/4/2005 F
TBP-500	NWC Technical Business Practice, Records Management	10/2/2000 D
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TBP-700	NWC Technical Business Practice, Product Acceptance and Control Of Nonconformance	3/11/2003 E
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TBP-704	NWC Technical Business Practice, Evaluation And Disposition Of Discrepant Weapon Material	10/2/2000 D
TBP-800	NWC Technical Business Practice, Stockpile Management	7/30/2001 F
TBP-801	NWC Technical Business Practice, Laboratory And Flight Test Material	10/2/2000 D
TBP-804	NWC Technical Business Practice, Stockpile Support Material	12/6/2006 F
TBP-CM	NWC Technical Business Practice, Configuration Management	2/14/2005 A
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TBP-SYS	NWC Technical Business Practice, Technical Business Practice System	10/20/2004 H