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STATEMENT OF WORK

C.1 FERNALD CLOSURE PROJECT END-STATE AND RESTORATION REQUIREMENTS

C.1.1 Contract Focus

This is a Cost-Plus-Incentive Fee (CPIF) closure contract that includes cost and schedule performance incentives. The closure contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize “how to” performance descriptions. The Contractor has the responsibility for total performance including schedule under the contract, including determining the specific methods for accomplishing the work. The purpose of the contract is to safely close the site, meet regulatory requirements and establish long-term stewardship planning and infrastructure.

C.1.2 End State

In order to achieve Site Closure, the following activities including all Contract and Statement of Work requirements, shall be completed:

- All of the work required by the five approved Records of Decision (RODs) including approved changes. In the event that groundwater remediation has not been achieved by December 31, 2006, or sooner if all other work is completed, the Contractor shall implement a groundwater remediation approach that results in the most cost effective infrastructure remaining at Site Closure and is consistent with the Comprehensive Groundwater Strategy (ref. Section J, Attachment 3).

- Restoration of the site in accordance with the January 2002 Draft of the Natural Resources Restoration Plan.

- Although this contract does not include post-closure Long Term Stewardship (LTS) activities, the Contractor shall install the infrastructure and develop the necessary plans that establish the specific Long Term Stewardship activities required for the Fernald site. Infrastructure consists of the facilities and equipment necessary for institutional controls and the long term surveillance and maintenance of the remedy. Any Stewardship activities required prior to Closure shall be performed by the Contractor. The Contractor shall assure smooth transition of the site to the Contractor responsible for LTS.

- All documentation required by the site RODs shall be submitted to and accepted by the Department of Energy (DOE) for submission to the cognizant regulatory agencies. The Comprehensive Exit/Transition Plan will define the process and plans necessary to meet this requirement. For the Declaration of Site Closure (Clause F.6), the time period associated with DOE and regulatory review and acceptance of the final ROD documentation, as described in the approved Comprehensive Exit/Transition Plan, will not be considered in the establishment of the Final Closure Date for fee determination purposes. In the event the ROD requirements for groundwater remediation are not complete, submission of final ROD documentation associated with the groundwater remediation work scope is not included as part of Site Closure.
C.1.3 Contractor Performance

The Contractor shall be responsible for:

a) Performing the work and services described in this contract including the utilization of information, material, funds, and other property of the Government; the collection of revenues; and the acquisition, sale, or other disposal of onsite Government property for DOE. The Contractor shall perform work and services under the terms and conditions of this contract in accordance with such directions that the Contracting Officer may deem necessary to give to the Contractor. Subject to contract terms and conditions and to Contracting Officer direction and instructions, if any, the Contractor shall use its best judgement, skill, and care in all matters pertaining to the performance of this contract.

b) Planning, integrating, managing, and executing the programs, projects, operations and other activities as described in this Statement of Work, such that all functions are fully integrated. The Contractor shall furnish or cause to be furnished all personnel, facilities, equipment, material, services, and supplies (except as may be expressly set forth in this contract to be furnished by the Government), and otherwise do all things necessary for, or incident to, carrying out the work in a safe, effective, and efficient manner. For more information on Government Furnished Property refer to Attachment 4 of Section J.

c) Providing general oversight of program management functions that include but are not limited to: legal services, audit services, business systems management, human resources, property management, information resources, financial support, safeguards and security, public information and external communication activities, intergovernmental affairs, training, procurement, and industrial relations. In addition, the Contractor is responsible for the operations, environment, safety, health and quality assurance within its own organization and its subcontractors’ organizations. Also, the Contractor shall maintain project/program management records, tracking, reporting and control documents for the FCP program, including project baselines, resource loaded schedules, life cycle planning packages, performance metrics and change control systems. Ownership of project/program management records and Change Control Board records shall remain with DOE.

d) Performing all work activities safely. The Contractor shall be fully responsible and accountable for the safe accomplishment of all work, whether performed by its own personnel or subcontractors and the Sitewide implementation of Integrated Safety Management in accordance with DOE requirements.

C.1.4 Agency Agreements

The Contractor must comply with all agency agreements (as set forth in Section J, Attachment 2). The Contractor must also comply with all permits and other compliance requirements contained in Section J.
C.2  WORK SCOPE DEFINITION

The work scope to be performed under this contract is driven primarily by CERCLA, and implemented through the Amended Consent Agreement with the U.S. EPA. This agreement subdivided the site into five Operable Units (OU) and each OU has a signed Record of Decision (ROD) which defines the required cleanup activities and schedules.

For purposes of management and budgeting, the work necessary to comply with the RODs is defined in terms of Project Baseline Summaries (PBS’s). The PBS’s are the main source of summary EM Project information needed to support planning, budgeting, execution, and evaluation. It is the Contractors responsibility to provide all personnel, facilities, equipment, material, services and supplies (except as set forth in this Contract to be provided by DOE), and otherwise do all things necessary to accomplish work defined by the RODs and the PBS’s in a safe, integrated, effective manner. In general a PBS includes the following:

- **Planning**: The PBS’s provide a summary of the EM Project life-cycle baseline, including project scope, technical approach, end point/end state, assumptions, interfaces with other projects, performance measures, schedule, and cost. Life-cycle baseline information in the PBS’s will be updated annually to be consistent with the project baseline.

- **Budgeting**: The PBS’s contain the necessary information to support the Federal budget process and justify the budget, including planned accomplishments, funding requirements, and performance measures associated with the funding requirements. Budget information in the PBS’s is typically updated twice per year.

- **Execution**: The PBS’s define EM Project execution information including planned execution year work scope, costs, and execution year management commitments, which includes the EM Corporate Performance Measures and major milestones. Execution information in the PBS’s is typically established at the beginning of each fiscal year.

- **Evaluation**: The PBS’s outline EM Project performance information, including milestone status, actual costs, performance measures actuals, and execution/variance information.

There are 14 PBS’s with two (PBS-08 and PBS-09) already complete. PBS-13 and PBS-14 describe post closure work that is not included in this Contract Statement of Work. Included within this Contract is the requirement to support the planning and budget process for these two PBS’s. Following are brief scope descriptions of each PBS. These descriptions are not intended to be all inclusive of the work that is necessary to meet the requirements of the Contract.

A revised PBS structure has recently been developed and utilized to submit the FY2004 Congressional Budget Request. Beginning in FY2004 this will become the new PBS structure.

The following PBS’s will then become a subset of the new PBS’s and will be referred to as Work Breakdown Structures

**C.2.1 PBS-01: Facility Shutdown And Project Support**

The scope of this PBS includes facilities shut down and other work necessary to make them ready for Decontamination and Demolition; and, services necessary for operation of the site in support
of environmental restoration program needs. Services include but are not limited to: providing utilities, i.e., electricity, steam, potable and process water, compressed air, providing maintenance support, e.g., maintaining all mobile equipment, housekeeping duties for both the former process and administrative areas, preventative maintenance, roads, and grounds repair; providing transportation services; providing procurement and contracting services; providing surveillance/inspection of all buildings; and providing physical and personnel security services to the site.

The scope includes operation maintenance of all operating utility systems until they are deactivated. The Contractor shall implement a graded approach to the continuation of services and maintenance on all utility systems. The current status of the facilities being served and the minimum level of preventive and corrective maintenance shall be considered in the graded approach.

The work shall comply with the maintenance and operational standards of the organization providing utility services on the site boundary. Electric power, natural gas and natural gas transportation are procured through Government contract. The work includes the daily management of these services including, but not limited to, ordering, receiving invoices, validation of invoices and payment of invoices.

C.2.2 PBS-02: Facility Decontamination and Demolition

The scope of Facility Decontamination and Demolition (D&D) consists of all facilities and equipment (above the below-grade improvements), including structures, equipment, utilities, drums, tanks, solid waste, waste products, thorium, effluent lines, K-65 transfer line, wastewater treatment facilities and infrastructure, fire training facilities, scrap metal piles, feedstocks, and coal pile. All manmade facilities within the Fernald production area and non-production area are included in this OU. The OU-3 Record of Decision calls for the D&D of all above- and below-ground improvements, including buildings and support structures, to reduce any potential threat posed by these facilities. The general scope for each D&D project includes planning, design, procurement, field preparation, D&D, debris management and project close-out. The only exception to removal of all manmade structures would be the “most cost efficient infrastructure” (Ref C.1.2) necessary to implement continuing groundwater remediation, if required.

C.2.3 PBS-03: On-Site Disposal Facility

The On-Site Disposal Facility (OSDF) is an engineered disposal facility, located near the eastern edge of the FCP property boundary, designed to accept only FCP contaminated soil and debris meeting specified waste acceptance criteria (WAC) outlined in the five OU ROD’s. Work includes but is not limited to engineering, construction, operations and closure.

C.2.4 PBS-04: Aquifer Restoration

This PBS consists of four activities:
1) The Aquifer Restoration and Wastewater Project
2) Environmental Monitoring
3) Sample and Data Management
4) Analytical Laboratory Services
The Aquifer Restoration and Wastewater Project (ARWWP) includes the remediation (as defined in the OU-5 ROD) of that portion (approximately 180 acres) of the Great Miami Aquifer (GMA) which underlies and is south of the FCP which has become contaminated with uranium as a result of past operations. Also included is wastewater management which includes the operations and maintenance of the Advanced Wastewater Treatment (AWWT) Facility, satellite treatment facilities (i.e., Interim AWWT Facility and South Plume Interim Treatment Facility (SPIT)), the Sewage Treatment Plant, the AWWT Sludge Dewatering Facility, the Storm Water Retention Basins, the Biodenitrification Surge Lagoon, and the network of groundwater extraction and reinjection wells. The scope also includes assurance that all discharges are in compliance with the National Pollutant Discharge Elimination System (NPDES) permit (as well as the administration of the NPDES program) coordination of sitewide wastewater integration efforts, maintenance of the Spill Prevention Control and Counter Measures Plan and the Stormwater Pollution Prevention Plan, and management of the OSDF leachate.

The Environmental Monitoring scope of work includes the collection of environmental media (ground water, surface water, sediment, air, biota) samples to assess the impacts of remediation activities to the surrounding environment. Also included is execution of the National Emissions Standards for Hazardous Air Pollutants (NESHAP) monitoring and reporting program, management of the site wide well maintenance and abandonment program, and support to other PBS’s in the development of project specific sampling plans.

The controlling document for the Environmental Monitoring Program is the Integrated Environmental Monitoring Plan (IEMP). The IEMP provides a remediation-specific focus by concentrating environmental monitoring program elements on remediation activities and by incorporating all regulatory requirements for site-wide monitoring, reporting, and remedy performance tracking that were activated by those applicable or relevant and appropriate requirements (ARAR’s) identified in the various OU ROD’s.

The Sample and Data Management scope of work consists of the development of technical and contractual requirements for analytical laboratories in support of remediation projects. This includes: providing technical guidance to, and monitoring performance of laboratories during analysis of samples in accordance with project requirements; receiving, packaging, and shipping project samples to off-site laboratories for analysis; receiving and distributing project samples to on-site laboratories; logging sample tracking data into the Sitewide Environmental Database; performing field, radiological, chemical data verification and validation to ensure compliance with project and regulatory requirements; conducting reviews, assessments, and audits of analytical laboratories to ensure maintenance of quality requirements; developing, managing, and maintaining site remediation data systems; performing electronic data entry and data acquisition functions in support of projects; providing necessary software support for loading of real-time data from field instruments into database systems; and providing Geographical Information System (GIS) and Data modeling support to projects including geostatistical, data kriging, modeling, and cross-section development.

**C.2.5 PBS-05: Waste Pits Remedial Action Project**

The Waste Pit Remedial Action Project (WPRAP) is a well defined approximate 38 acre area located in the northwest quadrant of the FCP site. Liquid and solid wastes generated by various chemical and metallurgical processing operations at the FCP were stored or disposed in six waste pits and the Clearwell, or burned in the Burn Pit, contained within the boundaries of OU-1. Also, a small amount of characteristic hazardous waste under RCRA may exist in the WPRAP. The
primary components of the ongoing remedial action for the waste pits include the excavation of the waste pit contents, waste processing by sorting, crushing or shredding as required, treatment by thermal drying as required to remove moisture to meet disposal facility waste acceptance criteria, management of DOE tender(s), and off-site disposal at a permitted commercial disposal facility. RCRA waste, if encountered, will be treated prior to disposal. Soils (but not waste) capable of meeting the waste acceptance criteria for the OSDF are eligible for disposition within the OSDF. Further requirements include the decommissioning and removal of all associated processing and treatment facilities as well as miscellaneous structures and facilities within OU-1 and the disposition of remaining Operable Unit 1 residual contaminated soils consistent with selected remedies and final remedial levels for contaminated process area soils.

C.2.6 PBS-06: Soils Project

The soils project consists of soil remediation (soils project) and the Natural Resource Restoration Program (NRRP).

Soils Project:

The soils project includes remediation of soil and at/below grade debris, including characterization, engineering, in-situ treatment, construction, excavation control monitoring to ensure regulatory compliance, , and certification to final remediation levels.

Construction activities include such tasks as site preparation, at/below grade soil excavation, material segregation, transport to either OSDF or above-Waste Acceptance Criteria storage pile, equipment washing, facility operation, regrading, seeding, dust control, and storm water management.

Characterization activities include management and operation of all real-time in-situ gamma ray instrumentation necessary to ensure compliance with WAC, hot spot and pre-certification requirements. Characterization activities also include providing direction to the Environmental Monitoring Department (PBS-04) in the collection of physical samples to support pre-design, excavation control, pre-certification and certification efforts as needed. Similarly, the Soils Project ensures that all data collected supporting soil remedial actions is entered into the Sitewide Environmental Database.

Natural Resource Restoration:

In April 1998, the Natural Resource Trustees (NRTs) negotiated a tentative settlement to resolve DOE liability for natural resource impacts under Section 107 of CERCLA. In doing so, a path forward was established for natural resource restoration of the Fernald site. The proposed natural resource restoration at Fernald has been documented in a conceptual plan, entitled the Natural Resource Restoration Plan. The Draft Natural Resource Restoration Plan dated January 2002 constitutes the natural resource restoration project Scope of Work for Natural Resources Restoration activities to be performed under the Contract. The Contractor’s responsibility for maintenance and monitoring of restored areas will cease with the Declaration of Closure.
Transition to Long Term Stewardship:

The Contractor shall install the infrastructure and develop the necessary plans that establish the specific Long Term Stewardship activities required to support the RODs for the Fernald Site. Infrastructure consists of the facilities and equipment necessary for institutional controls and the long term surveillance and maintenance of the remedy. Any Stewardship activities required prior to Closure shall be performed by the Contractor. The Contractor shall assure smooth transition of the site to the Contractor responsible for LTS.

C.2.7 PBS-07: Silos Project

The scope of work for PBS-07 includes the remediation of the material in Silos 1, 2, and 3 consistent with the ROD, the ROD amendment and the Explanation of Significant Differences (ESD).

The ROD for OU-4 was signed in 1994. However, due to increased cost and a schedule delay in implementing the Remedial Design/Remedial Action (RD/RA), the U.S. EPA and U.S. DOE entered into Dispute Resolution. As a result of the dispute resolution, as required by the ACA, U.S. EPA required U.S. DOE to Amend the ROD and new enforceable regulatory milestones were established.

The Silos Project is organized with three (3) major subprojects as follows:
- Silos 1 and 2 Full-Scale Remediation Project - The scope of the project is to design, construct, test, treat, if required, and disposition the waste.
- Silos 1 and 2 Accelerated Waste Retrieval (AWR) Project - The scope of this project is to design, construct, test, and retrieve the material in Silos 1 and 2 into transfer tanks as preparatory work for material treatment and disposal
- Silo 3 Project - The scope of this project is to design, construct, test, retrieve, treat, if required, and disposition the waste.

C.2.8 PBS-08: Nuclear Materials Disposition

This PBS is complete.

C.2.9 PBS-09: Thorium Overpack

This PBS is complete.

C.2.10 PBS-10: Waste Treatment (Mixed Waste)

Waste Treatment (WT) includes the planning, characterization, packaging, treatment, shipping, and disposition hazardous, mixed, Toxic Substance Control Act (TSCA), medical, thorium and certain low-level waste. The scope of work for PBS-10 is divided into eight sub-groupings:

1. **Organic Treatment**: treatment and disposal of a variety of organically contaminated wastes including PCB’s, debris, soils, sludge and stabilized water.
2. **Inorganic Treatment**: treatment and disposal of inorganic wastes including lead, mercury and smaller quantities of miscellaneous inorganics.
3. **Thorium**: preparation and disposal of low level thorium residues, and treatment and disposal of low level mixed thorium wastes.
4. **TSCA Liquids**: disposition of aqueous/liquid mixed, TSCA or combustible wastes at the DOE TSCA incinerator at Oak Ridge, TN or elsewhere.
5. **Aqueous/Liquids Wastes**: disposition of aqueous mixed waste through to FCP Advanced Wastewater Treatment Facility.
6. **Hazardous Wastes**: disposition, including treatment and recycling of a variety of waste types such as batteries, medical wastes, photography waste, light ballast, and miscellaneous chemicals.
7. **Waste Treatment Administration**: project support activities including maintenance of the FFCA Site Treatment Plan.
8. **Sample Disposition**

### C.2.11 PBS-11: Waste Management

Waste Management includes the planning, characterization, packaging, treatment, shipping, and disposition Low Level Waste (LLW) inventories. LLW included in the scope of this project is grouped according to waste type, processing requirements, and disposition alternatives. The waste groups are: trash, asbestos, residues, soil, and uranium wastes. LLW within the scope of PBS-11 is generally “containerized” wastes. Other PBS’s have provided budget and schedule for disposition of LLW generated or managed by those projects.

In addition to LLW disposition, PBS-11 includes program management activities to assure and plan for effective implementation of the overall waste management mission of the FCP, including administration, waste and materials consolidation, inventory management, work forecasting, pollution prevention and waste minimization, warehousing, field operations support, and support of DOE waste management initiatives. In addition, the Contractor is required to manage the Department’s waste transportation tenders. The Contractor shall manage all services required to perform waste disposal for this and the other PBS’s whether by subcontract, under agreement with another Federal Government site, or by DOE prime contract, including that with Envirocare of Utah.

### C.2.12 PBS-12: Program Support and Oversight

Program Support and Oversight are activities and functions that crosscut all the activities at the FCP. When a specific activity is directly attributable to a specific PBS, and when the costs can be collected easily, then the cost of that activity is charged to that specific PBS. Otherwise, the costs are collected and reported to PBS-12.

Support and Oversight is the summary WBS level which provides Administrative and Technical Oversight to ensure conformance with all federal and state laws and regulations and includes the following:

**Administrative Support**:

- Contracts and Asset Management
- Finance
- Human Resources
- Industrial Relations
- Information Management
The systems and processes discussed above are currently in use at the FCP. It is not envisioned that there will be significant replacement of these systems; however, the DOE is receptive to new and innovative approaches which will reduce the administrative burden and increase the effectiveness of this project.

C.2.13 PBS-13: Post Source Term Removal Project

The Post Source Term Removal Project attempts to capture activities that need to take place in order to place the Fernald Closure Project in a final closure configuration. Many of the activities presented in this project will require Environmental Protection Agency (EPA) approval and Stakeholder input. General assumptions have been made in an attempt to put a rough order of magnitude estimate together for the scope, schedule, and cost for completing this work. The project assumes a period of long term monitoring, maintenance, and support extending until 2070. This time frame corresponds to the Resource Conservation Recovery Act (RCRA) type disposal area requirement. This could be modified to correspond to the transfer of the site to another DOE site by the regulators (See Section C.2). The Contractor shall plan and budget for this PBS.

C.2.14 PBS-14: Post-Closure Administration

The Post-Closure Administration project provides funding support for post-closure contract liabilities – pension administration and funding, retiree medical, retiree life insurance, workers compensation, COBRA administration and claims, Displaced Workers Medical Plan
administration and claims, run-out medical and dental health plan claims, retirement/savings plan termination administration and costs, final filings for all ERISA plans, 3161 administration and costs (education/training and relocation), and outplacement administration and costs (voluntary and involuntary program laidoff employees). The Contractor shall plan and budget for this PBS.

C-3 PROJECT SUPPORT

C.3.1 Project Management System

The Contractor shall maintain the existing project management system in accordance with clause H.9 Project Control Systems and Reporting Requirements. It is not envisioned that there will be significant replacement of the existing system; however, the DOE is receptive to new and innovative approaches which will reduce the administrative burden and increase the effectiveness of this project.

C.3.2 Integrated Safety Management System

The Contractor shall maintain a single, site-wide ISMS to accomplish all work as required by DEAR 970.5223-1 (Clause I.112), “Integration of Environment, Safety, and Health into Work Planning and Execution.” The Contractor may adopt the existing approved ISMS or propose a new ISMS. A new ISMS will require DOE approval and Phase I/II verification.

The Contractor's ISMS shall ensure safety considerations are integrated throughout the entire work planning and execution process. This shall start with a site closure strategy that considers safety when planning how building demolition, building transfer and environmental restoration objectives will be achieved. It shall extend through the execution of individual work packages where job site safety is ensured for each worker.

The Contractor shall complete any pre-existing open corrective actions identified by prior ISMS Verifications. The ISMS program shall be subject to an annual verification review by an OFO chartered ISMS Verification Team.

C.3.3 Environment, Safety and Health (ES&H) Program

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

In addition to ES&H requirements defined above and in other Sections of the Contract, the Contractor shall:

- Provide training to both Contractor and DOE employees as required by OSHA, DOE and DOT. Provide all safety and health personal protective equipment for both Contractor and DOE employees at the FCP.
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- Report subcontractor ES&H as part of overall ES&H statistics.

- Promptly evaluate, report to DOE and external regulators, and resolve any non-compliance with ES&H requirements and the ISMS.

- Maintain the operational controls as defined in the current Basis for Interim Operations (BIOs) originally approved by EM-1 in 1996 and subsequently updated and approved by the Ohio Field Office Manager (April 2002) until such time as the facility/operational classification can be officially downgraded.

- Contractor will be responsible for obtaining and maintaining necessary permits or licenses. DOE does not intend to be an operator for any permits. DOE in conjunction with the Contractor will be directly responsible for day-to-day interactions with regulatory agencies regarding permit and environmental compliance related issues, including negotiating of fines and penalties. The Contractor will be solely responsible for paying fines and penalties assessed against DOE which are the result of Contractor actions. The Contracting Officer reserves the right to unilaterally determine if the Contractor was responsible for the fine(s) levied against DOE.

C.3.4 Records Management

The Contractor shall provide a records management program compliant with the DOE Guidance 1324.5B, and the OFO Records Management Program Management Guide dated March 2001. All records subject to the management of the Contractor, are to be inventoried, scheduled and dispositioned in accordance with an approved Records Management Plan. Legacy records (records created or acquired prior to December 1, 1992) will be stored, safeguarded and transferred to DOE, or a Contractor designated by DOE, prior to the end of this contract.

Records required for post closure long-term stewardship should be identified and managed by the Contractor until transferred. This includes, Geographic Information System, Fernald Environmental Information Management System, and CERLCA Reading Room documents. The Contractor shall provide a complete records inventory list in a hardcopy and electronic format to the post-closure records custodian identified by the Contracting Officer. The Contractor shall provide a Reading Room through Site Closure to the extent required by CERCLA.

C.3.5 Safeguards and Security

The Contractor shall ensure adequate levels of protection against unauthorized access; loss or theft of Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, or the environment.

C.3.6 Innovative Technology Programs

The Contractor may request (through the Contracting Officer) assistance from the Office of Science and Technology (EM-50) to support accelerated closure. Technical assistance can be provided to help identify necessary technologies and solutions and, under certain circumstances, to help with their deployment to reduce project and schedule risk and enable safe accelerated closure. Assistance can be in the form of technical support to review the FCP and identify new and innovative technologies or to assist with capital funding to share implementation costs for
new technologies. Any impact resulting from technology deployment initiatives will not relieve the Contractor from any cost or schedule commitments under this contract.

C.3.7 Long-Term Stewardship (LTS)

The Contractor shall ensure that long-term stewardship (LTS) issues are considered in the cleanup decision-making processes and that the closure of the FCP balances the cost of cleanup with DOE’s LTS post closure liability.

Even though the LTS activities after site closure are not included in the scope of this contract, the activities needed to ensure the site’s successful transition to LTS are included.

The Contractor shall support DOE in its efforts to ensure institutional controls and engineered controls are placed in a manner consistent with the FCP requirements.

The Contractor shall develop a comprehensive LTS Plan for the FCP in accordance with the (draft) Long-Term Stewardship Planning Guidance for Closure Sites. This shall include, but not be limited to, DOE responsibilities to maintain, monitor and enforce the institutional controls, planning for records/information management, public relations/education, environmental monitoring for all media of concern, and (if warranted) environmental remediation required post-closure (e.g., groundwater pump and treat).

The Contractor shall assist DOE’s analysis of site transfer readiness into LTS. The readiness analysis shall include the following: authority and accountability, site conditions, engineered controls, institutional controls, regulatory requirements, management of financial and human resources, information management, public outreach, and management of natural, cultural and historical resources. This analysis will be titled the “FCP/Comprehensive Exit/Transition Plan,” and shall be completed not later than September 30, 2004. The Plan will be updated one year prior to site closure.

The Contractor shall assist DOE in coordination and communication regarding LTS planning and transition with all involved parties including local stakeholders and regulators.

C.4 DOE SUPPORT

The Contractor shall provide on-site office space, furniture, equipment and supplies for up to 40 DOE and support services contractor personnel. The Contractor shall also provide on-site services to DOE including custodial services, daily mail delivery, computer support, telecommunications, printing, audiovisual support and moving equipment and furniture. This support shall be provided until such time as DOE personnel are relocated off-site in accordance with the approved Comprehensive, Exit/Transition Plan. The Contractor shall support DOE by providing records when requested.

The Contractor shall support the Energy Employee Occupational Injury Compensation Program Act (EEOICPA) of 2000 with separate funding provided by DOE. Upon request by the DOE, the Contractor shall verify employment histories and provide medical records, radiation dose records, and any other records related to or pertinent to the condition or case for any individual who applies for compensation under the Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), Public Law 106-398, 42 U.S.C. 7384, et seq. When directed by the DOE, the Contractor shall not contest a state workers' compensation claim or award determined to be valid pursuant to Subtitle D of the EEOICPA. The EEOICPA costs shall not be funded with EM funds, and the Contractor shall separately...
track EEOICPA costs and provide a monthly claims activity report of funds spent on EEOICPA claims processing.

C.5 PUBLIC INVOLVEMENT AND STAKEHOLDER INTERACTION

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) recognizing the interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor is encouraged to conduct its business operations and performance under the contract consistent with the intent of this policy and in accordance with the language below.

In coordination with DOE, the Contractor shall be responsible for maintaining and building upon FCP relationships and programs regarding public involvement and stakeholder interaction, as well as internal communications. These activities have been, and will continue to be, critical elements in the success of FCP remediation activities. Fundamental values of these programs will include: candor, consistency, open communication, and proactive solicitation of stakeholder input to and participation in the decision-making process. Mechanisms to accomplish the goal of public involvement and stakeholder interaction may include: public meetings, project status briefings, separate committee meetings, tours, workshops, presentations, the Fernald Envoy program, and other forums for discussions. The frequency of these interactions will be as needed to foster clear understanding and agreement concerning site activities.

In addition to its own employees, key stakeholder organizations and groups with which the Contractor will maintain and build upon effective interactions and relationships include:

- The Fernald Citizens Advisory Board (CAB)
- The Fernald Community Reuse Organization (CRO)
- The Natural Resources Trustees
- The Fernald Residents for Environmental Safety and Health (FRESH)
- The Fernald Atomic Trades and Labor Council (FAT&LC)
- The International Guards Union of America (IGUA)
- The Greater Cincinnati Building and Construction Trades Council (GCBCTC)
- Crosby, Morgan, and Ross Township Trustees
- Fernald Living History, Inc.
- Local media and trade press

The Contractor shall engage in cooperative interactions through and with these organizations in performance under this contract. All interactions and costs occasioned thereby with these organizations, the media, and other interested parties, will be coordinated with DOE Contracting Officer.