

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0116	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARSONS GOVERNMENT SERVICES INC. Attn: KATHLEEN KADLUBAK 100 WEST WALNUT STREET PASADENA CA 911240001		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 006908511 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	10B. DATED (SEE ITEM 13) 09/17/2002

**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) Pursuant to FAR 52.232-22 Limitation of Funds

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 make the following changes pursuant to FAR 52.232-22, Limitation of Funds (APR 1984) as a result of the Agreement in Principle signed on April 18, 2013 in response to Parsons' Cost Overrun Proposal under a Constrained Funding Profile (V-PMP-J-00033, Rev.0) dated January 31, 2013 as modified on February 19, 2013 for CLIN 0005.  
See Page 2.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Samuel A. Stewart	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA Signature on File  (Signature of Contracting Officer)	18C. DATE SIGNED 06/27/2013

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC09-02SR22210/0116

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NAME OF OFFEROR OR CONTRACTOR  
PARSONS GOVERNMENT SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Payment: OR for Savannah River U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4908 Oak Ridge TN 37831 FOB: Destination Period of Performance: 09/17/2002 to 12/31/2016</p>				

Description of Modification continued:

- a. The purpose of this modification is to make the following changes pursuant to FAR 52.232-22, Limitation of Funds (APR 1984) as a result of the Agreement in Principle signed on April 18, 2013 in response to Parsons' Cost Overrun Proposal under a Constrained Funding Profile (V-PMP-J-00033, Rev.0) dated January 31, 2013 as modified on February 19, 2013 for CLIN 0005. A revised cost and schedule for CLINS 0006, 0007, and 0008 will be negotiated no later than six months from the date of this modification.
- b. The Contractor shall provide a Baseline Change Proposal incorporating changes resulting from this modification within 60 days of this modification.
- c. Section B is hereby replaced in its entirety by the attached Section B.
- d. Section C.5(g) is hereby modified to revise the subtitle as follows: DOE Directed Changes to the Statement of Work, Captured Via CLIN 0009 (scope moved to CLIN 0005AA under Modification 116)
- e. Section F is hereby replaced in its entirety by the attached Section F.
- g. Section I is hereby modified to add 52.237-3 Continuity of Services (JAN 1991)
- h. Section J, Attachment 3, Milestone Definitions, is hereby replaced in its entirety with the attached Attachment 3, Definitions.
- i. In consideration of the modification agreed to herein, the contractor hereby releases the Government of any claims and/or liabilities for the scope/issues addressed within this modification and for any and all further equitable adjustments attributable to such facts or circumstances that are known or should have been known by the Contractor as of the date of execution of this modification.

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**PART I – THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**OVERVIEW:** This contract is for a two phased design/build process for design, construction and commissioning of a Salt Waste Processing Facility (SWPF) as described in Section C. Phase I of the contract is for enhanced conceptual design, preliminary design, value engineering, enhanced preliminary design PC3, final design, enhanced final design and testing engineering development. Phase II is for reliability and maintainability evaluation, construction, commissioning, one year of operations and six months of support. The contractor shall not proceed and shall incur no cost for Phase II work without specific, written direction from the Contracting Officer.

**B.1 ITEMS BEING ACQUIRED –TYPE OF CONTRACT**

The contractor shall furnish all personnel, facilities, equipment, material and supplies and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, efficiently and effectively accomplishing the work required by this contract.

Phase I (CLINs 0001 – 0003) – This Phase of the contract will be on a cost-plus-fixed-fee basis.

CLIN 0001 – Includes project familiarization and start up preparation.

CLIN 0002 – Is reserved at this time.

CLIN 0003- The contractor shall prepare an enhanced conceptual design, preliminary design, value engineering, enhanced preliminary design PC3, final design, enhanced final design and testing engineering development..

Phase II (CLINs 0004 – 0010) – This Phase of the contract will be on a cost-plus-incentive fee basis

Phase II – This Phase of the contract is contemplated to be a cost-plus-incentive-fee contract arrangement. The contractor shall not proceed with any Phase II work unless specifically authorized, in writing, by the Contracting Officer.

Phase II – Includes reliability and maintainability evaluation testing, construction, commissioning, one year of operations and six months of support of the Salt Waste Processing Facility. .

**Final Fee Adjustment:** Upon construction complete and operational readiness review completion all fee will be paid in accordance with Section B2.

**B.2 ESTIMATED COST OF THE CONTRACT AND FUND OBLIGATIONS**

(a) The estimated cost of the contract is set forth below:

Contract Line Item Number (CLIN)	CLIN Description	Quantity	Dollar Value
<b>Cost Plus Fixed Fee CLINS – Phase 1 (Complete)</b>			
0001	<b>Startup</b>		
0002	<b>Reserved - Demobilization</b>		
0003	<b>Design Work</b>		

<b>Contract Line Item Number (CLIN)</b>	<b>CLIN Description</b>	<b>Quantity</b>	<b>Dollar Value</b>
<b>Total CLINs (0001, 0002, and 0003) Estimated Cost</b>			<b>\$196,695,850</b>
<b>Total CLINs (0001, 0002, and 0003) Non Fee Bearing Cost</b>			<b>\$39,230,860</b>
<b>Total CLINs (0001, 0002, and 0003) Fixed Fee</b>			<b>\$13,032,922</b>
<b>Total CLINs (0001, 0002, and 0003) Estimated Cost, Non Fee Bearing Cost, and Fixed Fee</b>			<b>\$248,959,632</b>
<b>Cost Plus Incentive Fee CLINs – Phase 2</b>			
0004	Reliability and Maintainability Evaluation (R&ME) Testing Target Cost	1 Lot	\$6,362,013
0005	Construction		
0005AA	Construction Actual Cost as of December 29, 2012	1 Lot	\$762,302,054 (includes 0005AA and 0005AB as of modification 115, a \$39.5M cost overrun incurred on CLIN 0005, and cost incurred (\$414,691) under CLIN 0009 as of modification 115)
0005AB*	Construction Complete Target Cost(TEC Funds)	1 Lot	\$526,000,000
0005AC**	Commissioning Planning Target Cost(OPC Funds)	1 Lot	\$4,000,000
0005AD***	Construction Closeout	1 Lot	TBD
0006	Commissioning Target Cost	1 Lot	\$99,619,285
0007	One Year of Operations – Target Cost	1 Lot	\$37,737,664
0008	Six Months Support – Target Cost	1 Lot	\$3,826,250
<b>Total CLINS (0004, 0005, 0006, 0007, and 0008) Phase 2 Target Cost (Fee Bearing)</b>			<b>\$1,439,847,266.00</b>
0009	Reserved		
0010	<b>DOE Directed Changes NGS</b>		
0010AA	Estimated Cost for Next Generation Solvent incurred cost to date through September 2011	1 Lot	\$49,732.20
0010AB	Incentive Fee for incurred cost to date through September 2011 at 0010AA at 4.5%		\$2,237.02
	Subtotal Estimated Cost and Target/Max Fee		\$51,969.22
0010AC	Estimated Cost for next Generation Solvent Testing Proposal	1 Lot	\$1,733,704.37
0010AD	Target Cost Incentive Fee/Max Incentive Fee for Item 0010AC at 7%		\$121,355.83

<b>Contract Line Item Number (CLIN)</b>	<b>CLIN Description</b>	<b>Quantity</b>	<b>Dollar Value</b>
	Subtotal Estimated Cost and target/Max Fee 0010AC and 0010AD		\$1,855,060.20
<b>Total CLIN 0010 Estimated Cost</b>			<b>\$1,783,436.57</b>
<b>Total CLIN 0010 Target/Max Incentive Fee</b>			<b>\$123,592.85</b>
<b>Total CLIN 0010 Estimated Cost and Target/Max Incentive Fee</b>			<b>\$1,907,029.42</b>
<b>Total Estimated Cost for Phase 1 and Phase 2</b>			<b>\$1,690,713,927</b>
<b>Interim Milestone Schedule Incentive – Full Electrical Power to Switch Gear</b>			<b>\$10,000,000</b>
<b>Schedule Incentive to accelerate Construction Complete (\$2,000,000 per month up to \$10,000,000)</b>			<b>NTE \$10,000,000</b>
<b>Key Performance Incentive Fee K-2B and K-3 Performance Fee</b>			<b>\$26,914,733</b>
<b>Total Estimated Cost (Total Target Cost, Target Fee, Fixed Fee and Non Fee Bearing Cost for Phases 1 and 2</b>			<b>\$1,737,628,660</b>

\*CLIN 0005AB Construction Complete includes but is not limited to Completion of Construction as defined by Section J, Attachment 3, and Plant Cyber Security during construction, asset preservation and all training activities for construction. The CLIN 0005AB Cost to Complete Construction (Construction Complete) Target Cost is the estimated cost to complete from December 29, 2012 of \$526M from Proposal V-PMP-J-00033, Rev 1. Target Cost of \$530,000,000 is inclusive of all cost incurred under CLINS 0005AB and 0005AC.

\*\* CLIN 0005AC Commissioning Planning includes the following: Rev 0 documents for generic calibration; grooming and alignment procedures; revision 0 of all System Operational Test Procedures and completion of revision 0 of all Integrated Test Procedures described in the latest DOE approved revision of the SWPF Commissioning Plan (P-SUP-J-00001, Rev. 0). The CLIN 0005AC Cost to Complete Commissioning Planning Target Cost is the estimated cost to complete from December 29, 2012 of \$4,000,000 from Proposal V-PMP-J-00033, Rev 1. Target Cost of \$530,000,000 is inclusive of all cost incurred under CLINS 0005AB and 0005AC.

\*\*\*CLIN 0005AD Construction closeout includes the following: closure of all Type B punchlist items defined in the contract except the items excluded by mutual agreement of the parties; final closure of all work packages in preparation for commissioning and operational readiness review; support of testing during the testing level commissioning phase; and complete within 6 months after construction completion unless prior approval is granted by the Federal Project Director and Contracting Officer. Costs for CLIN 0005AD will be definitized during the negotiations for CLINs 0006, 0007 and 0008.

The following tables identify the CLIN 0005AB Interim Milestone Schedule Incentive and contract Key Performance Incentives as of Modification 116. See Section J, Attachment 3, for Interim Milestone Schedule Incentive and Key Performance Incentives definitions.

<b>Interim Milestone Schedule Incentive</b>	<b>Completion Date</b>	<b>Schedule Incentive Amount</b>	<b>Conditions of Incentive</b>
<b>Full Electrical Power to Switch Gear</b>	November 30, 2013	\$10,000,000	Conditional upon construction complete no later than November 30, 2016

Key Performance Incentives	
K-2B Hot Operations Incentive \$4M/100k gallons above 4.025 M gal up to \$24M max.	<\$24,000,000>
K-3 Key Personnel Incentive 4%	\$2,914,733

(b) In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is \$1,194,864,103.86, an increase of \$7,528,823.92 (Modification 115).

**(c) TARGET COST AND SCHEDULE, CLINS 0005AB AND 0005AC**

The CLIN 0005AB Construction Complete target cost is \$526,000,000. The CLIN 0005AC Commissioning Planning target cost is \$4,000,000. For the purpose of calculating the cost and schedule incentives, CLINS 0005AB and 0005AC are combined. The cumulative Construction Complete target cost subject to incentives described herein is inclusive of costs incurred under CLINS 0005AB and 0005AC.

The target completion date for Construction Complete is December 31, 2016. The contractor agrees in principle that it will continue on a pace to complete construction by December 2016, should the cost cap be reached.

**(d) CONSTRUCTION COMPLETE COST AND SCHEDULE INCENTIVE STRUCTURE**

The cost and schedule incentive will be cumulative and in no case shall the maximum shared savings to the Contractor exceed \$50,000,000 (\$30,000,000 Cost Share Savings and \$20,000,000 schedule incentive, including the Interim milestone schedule incentive of \$10,000,000). Any cost and/or schedule incentive earned is provisional based on successful commissioning of SWPF as determined by satisfactory completion of the DOE Operational Readiness Review. Any incentive (either cost or schedule, including the interim milestone schedule incentive) provisionally earned will be payable within 30 days of DOE acceptance of Construction Complete subject to the following retainage schedule. \*80% of any incentive for cost or schedule for Construction Complete will be paid provisionally at the completion of construction and DOE acceptance. The remaining 20% of the fee will be paid upon successful completion of DOE Operational Readiness Review.

\* Any cost or schedule incentive provisionally earned is not finally earned by the contractor until the Contracting Officer authorizes the contractor to submit a final incentive invoice upon completion of DOE Operational Readiness Review. If the DOE Operational Readiness Review is not successfully completed due to actions by the contractor all provisionally earned incentives will be forfeit and shall be returned to DOE within 30 days of written request by the Contracting Officer. In accordance with Clause I.67 FAR 52.232-17 Interest, all amounts payable to the Government are subject to simple interest from the due date until paid.

**1. Construction Complete Cost Incentive Structure**

The following cost incentive structure is established for Construction Complete (cumulative cost under CLINS 0005AB and 0005AC):

Target Cost: \$530,000,000

- a. For an actual final cost for Construction Complete equal to or greater than \$550,000,000, shall be shared as follows:

Government's share: 0%  
Contractor's share: 100%

There is no maximum Contractor share of cost over runs. The maximum Government liability for payment of allowable costs for Construction Complete is \$540,000,000. The Contractor is required to complete workscope through Construction Complete regardless of final actual incurred cost.

- b. For an actual final cost for Construction Complete equal to or greater than target cost of \$530,000,000, but less than \$550,000,000, costs exceeding the target cost shall be shared as follows:

Government's share: 50%  
Contractor's share: 50%

- c. For an actual final cost for Construction Complete equal to or greater than \$500,000,000, but less than target cost \$530,000,000, cost savings amounts less than \$530,000,000 shall be shared as follows:

Government's share: 50%  
Contractor's share: 50%

- d. For an actual final cost for Construction Complete less than \$500,000,000, cost savings amounts less than \$500,000,000 shall be shared as follows:

Government's share: 25%  
Contractor's share: 75%

The Maximum cumulative shared cost savings the contractor may earn under CLINS 0005AB and 0005AC (Construction Complete) is \$30,000,000.

## **2. CLIN 0005AB Schedule Incentive to Complete Construction**

- a. For every month construction is completed before September 30, 2016, the Contractor will earn \$2,000,000 per month up to a maximum of \$10,000,000.
- b. For any date that construction is completed between September 30, 2016 and December 31, 2016, no schedule incentive or disincentive will be applied.
- c. For every month construction is complete beyond December 31, 2016, the Contractor will pay the Government a schedule disincentive of \$2,000,000 per month up to a maximum of \$20,000,000.

## **3. CLIN 0005AB Interim Milestone Schedule Incentive during Construction**

The Contractor shall complete/connect Full Electrical Power to Switchgear by November 30, 2013. Successful completion of this milestone is defined as set forth in Section J, Attachment 3, to this modification. The contractor will earn a provisional incentive of \$10,000,000 upon successful completion of this milestone and completion of construction by November 30, 2016. Payment of any incentive earned under this milestone is due within 30 days of the Contracting Officer's final acceptance of completion of construction. All payments for incentives will be paid under FAR 52.232-25 Prompt Payment (May 2001). If the DOE Operational Readiness Review is

not successfully completed due to actions by the contractor all provisionally earned incentives will be forfeit and shall be returned to DOE within 30 days of written request by the Contracting Officer. In accordance with Clause I.67 FAR 52.232-17 Interest, all amounts payable to the Government are subject to simple interest from the due date until paid.

- (e) CLIN 0005AB and 0005AC assumed additional funding profile, subject to the availability of appropriated funds, is as follows:

FY13	FY14	FY15	FY16
\$85 M	\$77.5 M	\$97 M	\$133 M

Additional funding of \$90M per year, beginning in FY17 for post-CLIN 0005AB and 0005AC activities, is assumed through CD-4. The amount of FY17 funding available for post-CLIN 0005AB and 0005AC activities is subject to reduction for any CLIN 0005AB and 0005AC cumulative cost and/or incentive payments exceeding the target cost as expressed herein.

DOE will utilize its best efforts, subject to the availability of appropriated funds, to provide the total annual funding specified above to the Contractor by November 15 of each Fiscal Year. Failure to provide funds by November 15 shall not entitle the Contractor to equitable relief on cost or schedule under this contract.

DOE agrees to utilize its best efforts, subject to availability of appropriated funds, to secure additional funding of \$12M in Fiscal Year 2014. Failure to provide the additional funds shall not entitle the Contractor to equitable relief on cost or schedule under this contract.

- (f) Accounting and Appropriation Data:

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>	<u>Funding Action Award</u>	<u>ADS/TP</u>
N/A	N/A	\$500,000.00	A001	
89X0242.91	EW02L1560	\$3,250,000.00	A004	
89X0242.91	EW02L1560	\$750,000.00	A006	
89X0242.91	EW02L1560	\$750,000.00	A007	
89X0242.91	EW02L1560	\$2,325,000.00	A008	
89X0242.91	EW02L1560	\$774,930.00	A009	
89X0242.91	39EW04LI	\$2,421,191.00	A010	SR-HL13
89X0242.91	EW02L1560	\$810,070.00	A011	
89X0251.91	EY3548140	\$792,898.00	A013	
89X0251.91	EY3548140	\$1,021,116.00	A015	
89X0251.91	39EY35480	\$2,421,191.00	A015	
89X0251.91	EY3548140	\$3,000,000.00	A017	
89X0251.91	39EY35480	\$31,860,756.00	A018	
89X0251.91	39EY35480	\$16,213,394.00	A021/M023	
89X0251.91	EY3548010	\$1,000,000.00	A025	
89X0251.91	39EY13480	\$22,943,576.00	A025	
89X0251.91	39EY13480	\$24,792,000.00	A027	
89X0251.91	39EY13480	(\$19,000,000.00)	A028	PED
89X0251.91	39EY8700	\$32,989,807.00	A028	TEC
89X0251.91	39EY8700	\$495,017.00	A030	PED
89X0251.91	39EY8700	\$1,941,785.00	A034	PED
89X0251.91	39EY8700	\$15,000,000.00	A035	SR/TP-TEC
89X0251.91	EY8748140	\$1,500,000.00		

89X0251.91	39EY87000	\$16,500,000.00	A037	SR/TP
89X0251.91	39EY87000	(\$200,000.00)	A038	SR/TP-TEC
89X0251.91	39EY87000	\$4,000,000.00	A039	SR/TP-PED
89X0251.91	39EY35480	\$3,000,000.00	A039	SR/TP-PED
89X0251.91	EY8748140	\$2,166,139.00	A040	SR/TP-PED
89X0251.91	39EY87000	\$2,000,000.00	A040	SR/TP-PED
89X0251.91	39EY87000	\$14,008,755.00	A042	SR/TP-PED
89X0251.91	39EY87000	\$52,796,000.00	A043	SR/TP-PED
89X0251.91	39EY87000	\$14,500,000.00	A044	SR/TP-TEC
89X0251.91	39EY87000	\$6,700,000.00	A047	SR/TP-TEC
89X0251.91	39EY87000	\$5,000,000.00	A050	SR/TP-TEC
89X0251.91	39EY87000	\$30,000,000.00	A052	SR/TP-TEC
89X0251.91	EY8748140	\$2,000,000.00	A053	SR/TP-OPC
89X0251.91	39EY87000	\$10,000,000.00	A053	SR/TP-TEC
89X0251.91	39EY87000	\$9,757,991.00	A053	SR/TP-PED
89X0251.91	39EY87000	\$3,084,100.00	M054	SR/TP-TEC
89X0251.91	EY8748140	\$ 300,000.00	M054	SR/TP-OPC
89X0251.91	39EY87000	\$15,000,000.00	M056	SR/TP-PED
01250/09/36	00250	\$1,000,000.00	M059	OPC
01250/09/36	00320	28,760,000.00	M059	TEC
01250/09/36	00252	\$2,000,000	A061	OPC
01250/09/36	00320	\$10,000,000	A062	CC
01250/09/36	00320	\$11,240,000	A063	TEC
01250/09/36	00320	\$54,000,000	A064	TEC, OPC
See mod	see mod	\$23,582,689.34	A067	TEC, OPC
01250/09/36	32001	\$24,500,000	068	TEC
See mod	see mod	\$3,040,896.24	069	TEC, OPC
See mod	see mod	\$55,000,000	072	TEC, OPC
See mod	see mod	\$75,000,000	073	TEC, OPC
See mod	see mod	\$43,461,482.56	074	TEC, OPC, PED
01250/10/36	39EY87000	\$75,000,000	075	TEC
01250/10/36	39EY87000	\$3,346,566	077	TEC
01250/10/36	EY8748140	\$3,000,000	078	
01250/11/36	see mod	\$42,000,000	079	TEC,OPC
01250/11/36	39EY87000	\$25,000,000	081	TEC
01250/11/36	39EY87000	\$35,000,000	085	TEC
01250/11/36	39EY87000	\$955,000	086	TEC
01250/11/36	39EY87000	\$30,000	087	TEC
01250/11/36	39EY87000	\$7,000,000	088	TEC
01250/11/36	39EY87000	\$53,000,000	092	TEC
01250/11/36	39EY87000	\$81,250,000	098	TEC
01250/11/36	EY8748141	\$7,080,354.80	099	
01250/12/36	39EY87000	\$30,000,000	101	
01250/12/36	39EY87000	\$25,000,000	103	
01250/08/36	39EY87000	(\$4,800,000)	106	
01250/12/36	39EY87000	\$18,173,575	107	
01250/12/36	39EY87000	\$50,000,000	108	TEC
01250/12/36	39EY87000	\$40,000,000	110	
01261/13/36	39EY87000	\$10,997,147	113	
See mod	see mod	\$14,551,853	114	
01250/10/36	see mod	\$7,528,823.92	115	TEC

### B.3 ALLOWABILITY OF SUBCONTRACTOR FEES

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this Contract fee structure (i.e., separate additional "subcontractor fee") for teaming partners will not be considered an allowable cost under the Contract.

#### **B.4 FEE PAYMENTS**

Fee payments will be available during the term of the contract as work progresses. Fee will be paid pursuant to one of the following clauses, as applicable: FAR 52.216-8 Fixed Fee or FAR 52.216-10 Incentive Fee. There is no provisional fee payable under CLIN 0005 except as specifically authorized in this modification 116.

#### **B.5 CHANGES TO TARGET COST, SCHEDULE, AND FEE (Applicable to any Cost-Plus-Incentive Fee arrangements under this contract)**

- (a) To the extent that DOE obligates funds to this Contract on a schedule consistent with the funding profile expressed herein, availability of funds shall not be a basis for proposed changes to the Target Cost, Target Fee, and/or Section F milestone dates.
- (b) The contractor assumes all risk of performance except for DOE directed changes defined by FAR 52.243-2 Changes-Cost Reimbursement Alt III and acts of God.

#### **B.6 FEE PAYMENTS UNDER CHANGE OF OWNERSHIP OR BANKRUPTCY OF GUARANTOR(S)**

- (a) **Bankruptcy or Other Issues with Guarantor Company(ies).** In order to assure the Contractor's ability to repay any fee payments that are determined to be in excess of the actual fee earned at the completion of the Contract, the Contracting Officer reserves the right to discontinue fee payments, in the event that a guarantor company files bankruptcy or is acquired by other owners, or other events arise with the Contractor's guarantor company(ies) that jeopardizes DOE ability to recover unearned fee payments.
- (b) **Repayment of Bankruptcy Reserve.** In the event of a bankruptcy, acquisition by other owner, or other event the Contractor shall within 60 days after the event, provide evidence satisfactory to the Contracting Officer that the bankruptcy, change in ownership, or other event does not affect the ability of the Contractor to continue to perform the obligations under the Contract, or affect a material Governmental or DOE interest. Upon receipt of such evidence, the Contracting Officer shall resume making payments of fee and shall release all fee payments withheld due to events described in paragraph (a) above during the preceding 60 days.

#### **B.7 DEAR 970.5215-3 - CONDITIONAL PAYMENT OF FEE, PROFIT, OR OTHER INCENTIVES (JAN 2004)**

- (a) **General.** (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon:
  - (i) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and
  - (ii) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.
- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.

(3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.

(4) If the contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.

(b) Reduction Amount. (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).

(i) Degree of control the contractor had over the event or incident.

(ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the contracting officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter-and intra-DOE sites.

(4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.

(ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the contractor's share of cost savings that is otherwise earned during the evaluation period.

(iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation period over which it was earned.

(iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned (provisionally or otherwise), the contractor shall immediately return the excess to the Government. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(v) At the end of the contract:

(A) The Government will pay the contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned exceeds the sum of the payments the contractor has received; or

(B) The contractor shall return to the Government the amount by which the sum of the payments the contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(c) Environment, Safety and Health (ES&H). Performance failures occur if the contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in Doe Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedance that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

- (i) **Type B accident (defined in DOE Order 225.1A).**
  - (ii) **Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.**
  - (iii) **Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.**
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:**
- (i) **Failure to implement effective corrective actions to address deficiencies/non-compliances documented through; external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements; or internal oversight of DOE Order 440.1A requirements.**
  - (ii) **Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.**
  - (iii) **Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.**
  - (iv) **Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.**
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:**
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failure or similar import that will be considered first degree:**
- (i) **Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as top secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.**
  - (ii) **Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.**
  - (iii) **Failure to promptly report the loss, compromise, or a unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.**
  - (iv) **Failure to in a timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.**

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

*(End of Clause)*

**PART I – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

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- (e) Facility Start-up/Commissioning: The Contractor shall start up, commission, demonstrate operational performance, and transition the SWPF to the long-term operations contractor.

Additional requirements are provided in Standard 5, and Commissioning and One Year of Operations.

- (f) Table C.5-1.1, Deliverables, summarizes the specific deliverables the Contractor(s) shall provide to DOE. Neither the DOE review of the deliverables nor the decision of the DOE to proceed with construction or commissioning shall impose any responsibility on the DOE for adequacy, quality or completeness of the deliverables. The Contractor(s) remains solely responsible for the adequacy, quality and completeness of such work and the performance of the SWPF under this Contract.

Unless otherwise specified, DOE will provide written comments to the Contractor(s) within 10 days of receipt of the deliverable identified in Section C, Statement of Work. Written comments on safety analysis documentation will be provided to the Contractor within 30 days of receipt of the documentation, and durations for DOE review, comment, and approval of Critical Decision Packages will be in accordance with the approved baseline schedule. DOE will utilize other contractors and/or organizations to assist their review. The SWPF Contractor will only accept and respond to comments from and/or endorsed by DOE.

If requested in writing by DOE, the Contractor(s) shall address all DOE mandatory comments and resubmit the deliverable within 30 days after receipt of DOE comments.

Any deliverable due date falling on a weekend or federal holiday shall be considered due on the following workday. Any proposed change in the project baseline must be reviewed and approved by DOE in accordance with Parsons and DOE change control procedures

- (g) DOE Directed Changes to the Statement of Work, Captured Via CLIN 0009 (Scope moved to CLIN 0005AA under Modification 116): The Contractor shall comply with all DOE directed changes to the Statement of Work incorporated into the Contract via modifications. The changes will be incorporated into the contract in Section J "List of Attachments," Attachment L "DOE Directed Changes to the Statement of Work."

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE**

(a) The period of performance is revised to read as follows: the target completion date for CLIN 0005 is December 31, 2016. The period of performance for CLINS 0006, 0007, and 0008 will be established in a subsequent modification.

(b) Milestone due dates for specific activities are as follows:

Progress Metrics	Activity	Month	Year
1	Complete Dark Cell - R191 Base scope piping (excluding 1/4")	September	2013
2	Complete Dark Cell - R192 Base scope piping (excluding 1/4")	November	2013
3	Complete CPA 100' North Labyrinths Piping Install	July	2014
4	Complete Chiller Facility	August	2014
5	Complete Instrument Control Panels installation	October	2014
6	Finalize plant process control system programming	November	2014
7	Complete all South Labrynths piping Install	February	2015
8	Complete Compressor Building & Systems	April	2015
9	Complete Operating Deck Piping	August	2015
10	Complete Waste Transfer Line	September	2015
11	Complete Dark Cell >1/4" Base scope piping	December	2015
12	Complete System Hydro/ Flush Complete	May	2016
13	Complete Post-Hydro Pipe restoration	August	2016
14	Complete Post-Hydro I&C installation	November	2016
15	Start of System Finalization	November	2016

**F.2 PRINCIPAL PLACE OF PERFORMANCE (APR 1984)**

See Section H Clause, entitled *DOE Access to Contractor Management and Contract Documentation*.

**F.3 DELIVERABLES**

See Section C.5, Table C.5-1.1, entitled *Deliverables*.

**F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this Contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and
  - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://www.pr.doe.gov/dear.html>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (MAY 2001) as modified by DEAR 952.202-1	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 1997)	None
I.9	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)	None
I.10	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)	None
I.11	FAR 52.215-2	Audit and Records – Negotiation (JUN 1999)	None
I.12	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.13	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data–Modifications (OCT 1997)	None
I.14	FAR 52.215-13	Subcontractor Cost or Pricing Data–Modifications (OCT 1997)	None
I.15	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)	None
I.16	FAR 52.215-16	Facilities Capital Cost of Money (June 2003)	None
I.17	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)	None
I.18	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.19	FAR 52.216-7	Allowable Cost and Payment (MAR 2000) as modified by DEAR 952.216-7	None
I.20	FAR 52.216-8	Fixed Fee (MAR 1997)	None
I.21	FAR 52.216-10	Incentive Fee (MAR 1997)	(e) See Section B
I.22	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)	None
I.23	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2000)	None
I.24	FAR 52.219-9	Small Business Subcontracting Plan– Alternate II (OCT 2000)	None
I.25	FAR 52.219-10	Incentive Subcontracting Program (OCT 2000)	(b) 0

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Conformed thru Modification A116**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.103	DEAR 952.204-2	Security (June 2009)	None
I.104	DEAR 952.204-70	Classification/Declassification (SEP 1997)	None
I.105	DEAR 952.204-74	Foreign Ownership, Control, or Influence over Contractor (APR 1984)	None
I.106	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I.107	DEAR 952.208-70	Printing (APR 1984)	None
I.108	DEAR 952.209-72	Organizational Conflict of Interest – Alternate I (JUN 1997)	(b)(1)(I) – five years
I.109	DEAR 952-216-7	Allowable Cost and Payment – Alternate II (JAN 1997)	None
I.110	DEAR 952.217-70	Acquisition of Real Property (APR 1984)	None
I.111	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.112	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)	None
I.113	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.114	Reserved		
I.115	Reserved		
I.116	DEAR 952.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)	None
I.117	DEAR 952.247-70	Foreign Travel (DEC 2000)	None
I.118	DEAR 952.249-70	Termination (APR 1994)	None
I.119	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996) (OCT 2005)	PAA Extended, effective 12/3/02 through 12/31/04
I.120	DEAR 952.251-70	Contractor Employee Travel Discounts (DEC 2000)	None
I.121	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None
I.122	DEAR 970.5204-3	Access to and Ownership of Records (DEC 2000)	None
I.123	DEAR 970.5223-1	Integration of Environmental, Safety and Health into Work Planning and Execution (DEC 2000)	None
I.124	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	None M051 modified TDP requirements of 707
I.125	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)	None
I.126	DEAR 970.5228-1	Insurance -- Litigation and Claims (DEC 2000)	None
I.127	DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2000)	None
I.128	DEAR 970.5227-8	Refund of Royalties (DEC 2000)	None
	FAR 52.234-4	Earned Value Management System (July 2006)	(g) as specified in writing by the CO; Formats 1-5 required. Mod 070 provides further clarification
	FAR 52.204-7	CCR (OCT 2003)	(See next page)
	FAR 52.222-54	Employment Eligibility Verification (JAN 2009)	None
	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)	None
	FAR 52.222-41	Service Contract Act of 1965 (NOV 2007)	<b>Mod 093</b>
	FAR 52.237-3	Continuity of Services (Jan 1991)	<b>Mod 116</b>

## Attachment 3

### Definitions

**Construction Complete** – This milestone will be achieved upon completion of SWPF facility construction work in accordance with the technical baseline diagrams and drawings as defined in PP-EN-5001 for systems necessary for System Operability Testing (SOT) with associated Type A items closed and accepted by the testing/commissioning organization. Final acceptance of this milestone will be determined by the Federal Project Director and the Contracting Officer in accordance with the definition of Construction Complete as established in this milestone. SWPF Facilities within the scope of this milestone are the following J-Area facilities: Central Process Area, Caustic-Side Solvent Extraction (CSSX) Area, Alpha Finishing Facility (AFF), Cold Chemical Area, Diesel Generator Area, Compressor Building, Northern Facility Support Area (NFSA), Eastern Facility Support Area (EFSA), and Waste Transfer Lines to the designated tie-in points.

Construction complete requires construction installation, checks, and tests be completed to the degree necessary for SOT activities to begin. This is marked by the full turnover of the systems identified in the most recent revision of Appendix A of project procedure PP-CM-8103, *SWPF System Turnover from Construction* to the Commissioning and Testing organization. The current turnover procedure (PP-CM-8103, Revision 1, dated July 5, 2012) will serve as the guiding document for System Turnover and future changes to this procedure will require mutual agreement between DOE and the Contractor. In addition, the Contractor will notify DOE 10 working days prior to any initial or final scheduled turnover walk downs. The most recent version of PP-CM-8103 at the time of system turnover will be applicable.

Construction Completion criteria are as follows:

1. The systems identified in Appendix A of PP-CM-8103 have been turned over by Construction and have been accepted by the Commissioning and Testing organization.
2. There are no open A punch list items as defined in PP-CM-8103.

Examples of Type A items include, but are not limited to:

1. Inoperable equipment (e.g. pumps, valves, switches) required for component or system testing
2. Other items that must be complete for safe completion of component or system testing.
3. Complete component labeling necessary for system testing.

Examples of Type B items include but are not limited to:

1. Minor elements of work which remain unfinished, or are yet to be performed by the contractor, which do not prevent the utilization of the facility, in part and in

- whole, for its intended purpose, such as cosmetic items (e.g. painting, insulation), and
2. other items that have no impact on system or component operability or safety function.

For purposes of the contract, cost and schedule incentives as set forth in Section B, the Contractor will ensure all requirements of PP-CM-8103 have been met and submit a "Declaration of Construction Complete" to DOE.

1. DOE will within 5 business days determine the reasonableness of the declaration and notify the Contractor of its determination. During the period of this reasonableness review, CLIN 0005AB/0005AC cost incurred during this period will be included in the calculation of final cost against the target cost. Additionally, the completion date as contemplated under the schedule incentive to complete construction will be fixed upon DOE's notification to the Contractor of its reasonableness determination.
2. Upon acceptance of the declaration as reasonable, the cost incurred and completion date will become fixed for purposes of the incentive provisions of CLIN 0005AB/0005AC of the contract.
3. In the event DOE finds the Contractor's declaration to be unreasonable, DOE will provide a detailed basis for this finding.
4. DOE will review and either finally accept or reject the Contractor's declaration within 30 calendar days of the determination of reasonableness. In the event DOE rejects the Contractor's declaration, DOE will provide a detailed basis for rejection. Cost to resolve any findings resulting from DOE's review shall not be reimbursable under the contract.

Work scope Excluded from Construction Complete:

1. Construction openings needed by the commissioning organization to access the dark cells for efficient conduct of testing may be excluded from Type A designation. Closure of these openings may be deferred until completion of testing.
2. Final Waste Transfer Line tie-in
3. Administration Building (no reconfiguration required)
4. Items turned back to construction during the start-up testing phase

**Declaration of Completion documentation:** Contractor shall declare in writing to the Federal Project Director and the Contracting Officer that construction has been completed per the above criteria as demonstrated by completion of the SWPF-436, *Turnover Acceptance Forms* for all systems identified in PP-CM-8103.

**Interim Milestone Schedule Incentive – Full Electrical Power to Switch -**

This milestone is associated with the energizing of the medium voltage switch Lineup 101 and applies to the North Substation (Building 252-J). This milestone will be considered complete upon installation/completion of the following components/activities:

1. Prepare Elect System Coordination Study (ETAP Star Software)
2. Project Engineering Review of PSUP-Part C & Coordination Study Package - To Line Side of SW 101A
3. DCN - 1226 Issue Update Electrical Schematic Drawings
4. Permanent Power Start Up - Notify Eaton for field visit for permanent power start up
5. Submit PSUP-Part C to I&SD (M&O) - Permanent Power Electrical - To Line Side of SW 101A
6. DOE/SRR FINAL PSUP Part C REVIEW - SWPF Electrical Power Distribution (23 calendar days for review)
7. Resolve/Incorporate SRR Comments of PSUP-Part C - Perm Power Elect - To Line Side of SW 101A
8. DOE/SRR : APPV/ISSUE PSUP Part C - SWPF Elect Power Distribution (7 calendar days for review)
9. Permanent Power Start Up - Eaton field visit for testing prior to permanent power start up
10. Permanent Power Start Up - Lock Out Tag Out for Permanent Power
11. Permanent Power Start Up – Saturday Shutdown terminating permanent power feeds.

**Ready for CD-4 (Completion of DOE-ORR)** – This milestone will be achieved upon the documented successful completion and closure of the DOE Operational Readiness Review. As determined by the Federal Project Director and the Contracting Officer, outstanding actions/discrepancies relating to pre-start findings must be documented as fully closed prior to achievement of this milestone.

The Commissioning Review Board will verify completion of the ORR Pre-start Finding corrective actions prior to CD-4.

**Completion documentation:** Parsons letter to the Federal Project Director and Contracting Officer documenting readiness to commence Hot Operations.

**K-2B. Operational Incentive Fee** – This milestone will be achieved in the following manner:

B. \$4M additional incentive will be paid for each 100,000 gallon increment above 4.025 M gallons up to a maximum of \$24M.

This throughput is based on the assumed availability of waste feed from the Tank Farms, and the availability of DWPF and Saltstone to accept waste product from the SWPF during the first year of operation.

- (i) The Liquid Waste System Contractor will be set up to receive Decontaminated Salt Solution (DSS) within 6 hours of notification from SWPF.
- (ii) The Liquid Waste System Contractor will be set up to receive strip effluent and MST/Sludge within 24 hours of notification from SWPF.
- (iii) The Liquid Waste System Contractor will commence transfer of a new waste batch to SWPF at design flow rates within 6 hours of notification from SWPF.

**K-2 completion documentation:** A Parsons letter documenting the volume of waste processed during the first year of operations will be provided to the Federal Project Director and the Contracting Officer.

**K-3. Key Personnel Incentive Fee** – This incentive will be paid if the key personnel listed below remain on the project through completion of the respective schedule milestones associated with their names. Consideration will be given to events outside the control of Parsons, the key person. Examples include but are not limited to: Call to Military Duty, Health, mutual agreement with DOE based on project performance, etc.

Tom Burns – Engineering Manager – Through the documented successful completion and closure of the DOE Operational Readiness Review.

Chuck Swain – Construction Manager – Through the completion of SWPF facility construction work per design and specifications and SWPF Facilities are Construction Complete.

Mark Broer – Project Manager – Through the documented successful completion and closure of the DOE Operational Readiness Review.