

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 13	
2. AMENDMENT/MODIFICATION NO. P00072	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY EM-Carlsbad EMCBC U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE 893032	7. ADMINISTERED BY (If other than Item 6) EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE	03003
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  SALADO ISOLATION MINING CONTRACTORS, LLC Attn: Marty Gonzales 12011 SUNSET HILLS RD STE 110 Reston VA 201905919		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
CODE MHKNRXGKCTS6		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303322DEM000077		
FACILITY CODE		10B. DATED (SEE ITEM 13) 07/11/2022		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.227 DEAR 970.5243-1 Changes (Jul 2009) and FAR 43.103(a) Bilateral Modification
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

UEI: MHKNRXGKCTS6

see page 2.

Payment:

Period of Performance: 11/08/2022 to 11/07/2026

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

15A. NAME AND TITLE OF SIGNER (Type or print)  Mike Rocha, Vice President & BI Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Daniel D. Burke		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/30/2025

**The purpose of this modification is to provide various changes to the contract based on Policy Flash guidance and required updates to various sections of the contract. The contract is modified in accordance with I.227 DEAR 970.5243-1 Changes (Jul 2009); and FAR 43.103 (a) Bilateral modification. The contract is revised as follows:**

1. Section B, B.5, DOE-B-7006 PROVISIONAL PAYMENT OF PERFORMANCE FEE (SEP 2017) (REVISED), 4<sup>th</sup> paragraph – Replace as following.

The overall Capital Asset Project performance (Estimate at Completion [EAC] ≤ Contract Budget Base (CBB) [Performance Measurement Baseline {PMB} plus Management Reserve {MR}]) must be maintained and the SSCVS project completion date (PMB CD-4) of August 25, 2025 and US project completion date of **March 6, 2026** ~~July 22, 2025~~ must be met, otherwise the Cost, Schedule and Management award fee criteria will be rated no higher than Satisfactory, and only up to 50% of the individual Capital Asset Project PBI metric/milestone fees can be earned. DOE retains sole discretion to determine assignment and acceptance of realized risk.

2. Section C, C.7.1.1.2 EM.CB.0080.07.01.01.01.02 PERFORMANCE MEASUREMENT BASELINE - Replace in its entirety with the attached (see contract modification Attachment 1).
3. Section C, C.7.1.2.1 EM.CB.0080.07.01.01.02.01 MONTHLY PERFORMANCE REPORT – Replace in its entirety with the attached (see contract modification Attachment 2).
4. Section C, C.7.2.2, EM.CB.0080.07.02.01.02 WASTE CERTIFICATION QUALITY ASSURANCE, Revise paragraph 2):

From:

Provide resources to support Certification Audits conducted by CBFO in accordance with WIPP HWFP WAP requirements for CO or COR approval so TRU waste characterization/certification operations (e.g. measuring headspace gas, NDE, etc.) and the resulting data, will allow shipment of the characterized/certified TRU waste to the WIPP for disposal.

To:

a) Support certification/recertification by providing resources; and  
b) Ensure the audit is successful so that CCP's program recertification can be approved by the CBFO Manager to authorize shipment to WIPP.

5. Section H, H.5 DOE-H-2001 Employee Compensation: Pay and Benefits. Replace in entirety with the attached (see contract modification Attachment 3).
6. Section J, Attachment J-6 Deliverables. Revise as follows:

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/Approver	Frequency	Due Date
20	DOE O 413.3 and EM Project	C.7.1.1.2	Performance Measurement	Approve	CO	Once, then as revisions	As noted in 20 (a)

	Management and Protocol and H.42		Baseline of Cost, Scope, and Schedule			are made pursuant to Change Control	through 20 (d)
20 (a)	DOE O 413.3 and EM Project Management and Protocol and H.42	C.7.1.1.2	Detailed PMB for all operations activities for 4-year Base Period	Approve	CO		5/8/2023
20 (b)	DOE O 413.3 and EM Project Management and Protocol and H.42	C.7.1.1.2	Detailed PMB for all projects (CAP, GPPs, and other) for 4-year Base Period	Approve	CO		6/22/2023
21	DOE O 413.3	C.7.1.1.2	Fiscal Year Work Plans (to include Annual PMB for both M&O and MCP)	Approve	CO	Annually	8/31

- End of Changes -

All other Contract Changes remain unchanged and in full force and effect

#### C.7.1.1.2 EM.CB.0080.07.01.01.01.02 PERFORMANCE MEASUREMENT BASELINE

The Contractor shall develop, provide, and manage to its DOE approved PMB, and supply life- cycle scope, schedule, and cost baseline information, to DOE for overall site integration. The Contractor shall support CBFO/CTAC's development of a Federal Site Life Cycle Site-Estimate (FLSE), a Federal Integrated Site Baseline, and a site strategic plan that is consistent with the EM Strategic vision. The PMB shall be/ an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract.

The PMB will be in three distinct baselines. For the Operations portion of the M&O, the PMB shall be for the period of the fiscal year. For Minor Construction Projects (MCP), which includes maintenance and repair projects as well, the PMB shall also be for the period of the fiscal year, however, where projects naturally run beyond the fiscal year, the lifecycle of those projects shall be contained within the PMB, including out-years. Line-Item Capital Asset Projects shall continue to be lifecycle. The PMB for Operations shall be replaced Annually with a nNew PMB for the upcoming year and MCPs will add any new projects approved through the budgeting process. Work not completed on the M&OOperations PMB in the prior year shall be re-planned into the new year's PMB as necessary. For OperationsM&O, EVMS variances will not carry over from one FY to the subsequent FY, however, on MCP, variances will be maintained for the project's lifecycle.

The PMB shall include the following:

- (1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
  - a) Contract PWS and other Contract sections that define work scope and requirements;requirements.
  - b) Waste site and facility lists, as applicable;applicable.
  - c) Approved interface agreements; and
  - d) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line ItemLine-Item Number [CLIN]).

The PMB shall comply with the following requirements:

- (1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:
  - a) Estimating;Estimating.
  - b) Scheduling;Scheduling.
  - c) Budgeting; and
  - d) Project performance reporting (as required under this contract).
- (2) Control accounts within the WBS shall be identified; and

(3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems and DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

The schedule shall:

- (1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments.
- (2) Be an activity-based, resource-loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.
- (3) Include an earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.
- (4) Include any additional working level schedules deemed necessary by the Contractor, integrated with the PMB, and be able to provide earned value reporting in compliance with EIA-748.
- (5) Include the PMB cost estimate with the project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
- (6) Include the method used to determine earned value for each control account.
- (7) Include an update to the Enterprise Project Structure Node of the DOE Primavera P6 (P6) Schedule Database with the Primavera XER files for the baseline and current performance schedules.

The PMB shall be accessible to DOE at any time through access to electronic software and native data files and be logically tied, driven and integrated with:

- (1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.
- (2) DOE, congressional, regulatory, and external commitments.
- (3) Performance milestones, including contract performance incentives and other performance measures established by DOE.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Excel© format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.

The Contractor shall provide additional data that may be required by the DOE for development of the life-cycle baseline and DOE Integrated Master Plan (IMP).

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the initial submittal of the PMB and follow-on reviews of annual updates.

The Contractor shall prepare Fiscal Year Work Plans (FYWP) that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs shall be provided for DOE review for the upcoming fiscal year by August 31.

16 Deliverables:

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
20	DOE O 413.3 and EM Project Management Policy and Protocol and H.42	C.7.1.1.2	Performance Measurement Baseline of Cost, Scope, and Schedule	Approve	CO	Once, then as revisions are made pursuant to change control	As noted in 20 (a) through 20 (d)
20 (a)	DOE O 413.3 and EM Project Management Policy and Protocol and H.42	C.7.1.1.2	Detailed PMB for all operations activities for 4-year Base Period	Approve	CO		5/8/2023
20 (b)	DOE O 413.3 and EM Project Management Policy and Protocol and H.42	C.7.1.1.2	Detailed PMB for all projects (CAP, GPPs, and other) for 4-year Base Period	Approve	CO		6/22/2023
20 (c)	DOE O 413.3 and EM Project Management Policy and Protocol and H.42	C.7.1.1.2	PMB Planning packages for all WIPP M&O contract scope for remainder of 10-year contract POP	Approve	CO		9/30/2023
20 (d)	DOE O 413.3 and EM Project Management Policy and Protocol and H.42	C.7.1.1.2	Detailed complete PMB for all WIPP M&O contract scope including the remainder of the 10-year POP	Approve	CO		2/28/2024
21	DOE O 413.3	C.7.1.1.2	Fiscal Year Work Plans (to include Annual PMB for both M&O and MCP)	Approve	CO	Annually	8/31

Operations

## **H.5 DOE-H-2001 Employee Compensation: Pay and Benefits (May 2025)**

### **(a) Total Compensation System**

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-506 “*Compensation for Personal Services*.” Additionally, DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System.

The Contractor’s Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Periodic appraisals of contractor performance with respect to the Contractor’s Total Compensation System may be conducted.

Compensation costs will be audited annually as part of the annual indirect cost rate proposal audit (synonymous with an incurred cost proposal audit). The audit will be used to establish final allowable costs for the reportable fiscal year. The Contractor is required to submit an adequate annual final indirect cost rate proposal in accordance with DEAR 970.5216-7, as found in [Policy Flash 2022-23](#). The annual incurred cost rate proposal will be initially reviewed for adequacy and then audited. Included in the scope of the audit are direct and indirect compensation costs (e.g., salaries, health benefits, pensions, etc.). Failure to adequately support the incurred costs may result in the claimed costs being disallowed in part or in its entirety.

### **(b) Compensation and Benefits Report**

The Contractor shall provide the Contracting Officer an Annual Compensation and Benefits Report no later than March 15<sup>th</sup> of each year.

### **(c) Cash Compensation**

- (1) The Contracting Officer’s approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the contractor’s internal Compensation Increase Plan (CIP). For those Key Personnel included in the internal CIP, DOE will approve salaries upon the initial Contract award and when Key Personnel are replaced during the life of the Contract. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated). Any such deviations must be approved by the Contracting Officer.**
- (2) Except as set forth in a workforce restructuring plan approved by DOE, severance pay is not payable to an employee under this Contract if the employee:**
  - (i) Voluntarily separates, resigns, or retires from employment,**
  - (ii) Is offered employment with a successor/replacement contractor,**
  - (iii) Is offered employment with a parent or affiliated company, or**
  - (iv) Is discharged for cause.**

- (3) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.
- (d) Pension and Other Postretirement Benefit Programs
  - (4) Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements, applicable collective bargaining agreement(s) and applicable law.
  - (5) The Contractor shall submit for prior approval benefit changes that result in increases to the Department's long-term pension and other actuarial liabilities that are reported in the Department's financial statement. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions.
  - (6) Cost reimbursement for post-retirement benefits (PRBs) other than pensions is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service of not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. To be allowable, PRB costs must comply with FAR 31.205-6(o)(2)(i) and be assigned to the period in which benefits are actually provided or are paid to an insurer, provider, or other recipient for current year benefits or premiums. Unless required by Federal or State law, advance funding of PRBs is not allowable.
  - (7) Each Contractor sponsoring a defined benefit pension plan and/or post-retirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (f)(4) below for Pension Management Plan requirements).
  - (8) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
- (e) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
  - Notwithstanding the requirement in (f)(1), employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract Award.
- (f) Basic Requirements
  - The Contractor shall adhere to the requirements set forth below in the establishment and administration of Defined Benefit pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts.
  - (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act of 1974 (ERISA), and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service

credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

- (2) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.
- (3) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (4) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than February 15<sup>th</sup> of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. If requested by the Contracting Officer, the Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

(g) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer, multiple employer, or multiemployer defined benefit pension plans will be reimbursed for the annual required minimum contributions after fully applying any prefunding and carryover balances. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. The Contractor requesting above the minimum shall submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1<sup>st</sup> of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(h) Changes to Pension and PRB Plans

No presumption of allowability will exist when the Contractor makes changes to existing pension plans or PRB plans that impact the Department's long-term liability, and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval changes that result in increases to the Department's long-term pension and PRB liabilities that are reported in the Department's financial statement. Examples of changes that increase the Department's long-term liabilities include defined benefit pension plan changes and PRB plan changes. At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs to the Department's long-term liabilities as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-506.

- (1) For proposed changes to pension plans, the Contractor shall provide the following to the Contracting Officer:

- (i) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
- (ii) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
- (iii) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
- (iv) the Summary Plan Description; and,
- (v) any such additional information as requested by the Contracting Officer.

(i) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

(j) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (3) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the net asset reversion after any taxes from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.
- (4) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(k) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.

- (2) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (3) Separate Plan. As defined by IRC Sec. 414(l), assets designated for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (4) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a plan termination basis.

*(End of Clause)*

#### **C.7.1.2.1 EM.CB.0080.07.01.01.02.01 MONTHLY PERFORMANCE REPORT**

The Contractor shall submit to DOE a Monthly Performance Report no later than the 15th of each calendar month representing the prior month's performance. When the 15<sup>th</sup> of the month falls on a Saturday or Sunday, the MPR can be delivered by COB of the following Monday which would be no later than the 17<sup>th</sup> of the month.

The Monthly Performance Report shall include a summary of overall contract performance for each of the major scopes of work. The major scopes of work are defined as Operations, Minor Construction Projects, and Capital Asset Projects (CAP).

The summary of overall contract performance should include:

- 1) Program Managers narrative assessment including:
  - a. Summary Accomplishments for the reporting period
  - b. Look-ahead for major items of note 30/60/90 days
  - c. Status and Forecast of PBI Milestones that align with baseline reporting.
  - d. Major issues including outstanding action items required by the Contractor (SIMCO) and DOE.
  - e. Key Risks and Opportunities or Areas of Concern, *and Summary of effectiveness of the action taken in previous month.*
  - f. Evaluation of Safety performance, including ISMS metrics and recordable and/or lost-time injuries and near-misses.

The below items will be included as Appendices to the MPR:

- 2) Performance Measurement Baseline Reporting including:
  - a. EVMS information in standard IPMR Formats as identified in [DID]-MGMT-81466):
    - i. Format 1, Work Breakdown Structure
    - ii. Format 3, Baseline Changes from prior month
    - iii. Format 5, Variance Explanations and Problem Analysis including a Corrective Action Log
    - iv. Control Account Estimates to Complete (ETCs) and Estimates at Completion (EACs)
  - b. Contract Funds Status Report (CFSR) including analysis and forecast of funds expenditure by PBS and Fiscal Year.
  - c. Baseline Schedule status, including:
    - i. Progress against Baseline
    - ii. Critical Path Analysis

- iii. Variance Discussion
- iv. Potential issues related to Milestones.
- d. Change Control Section:
  - i. Change Control Log as defined by Guideline 29 of the NDIE EIA-748-D Intent Guide
  - ii. Summary of Technical, cost and/or schedule impacts resulting from implemented actions.
  - iii. Known/pending baseline changes.
  - iv. Management Reserve Log that can be reconciled back to the Format 1 (Items i. and iv. could be combined into a single log).
- e. Contract and Project Risk Assessment including:
  - i. Identification of critical Risks and/or Opportunities
  - ii. ~~Actions planned and taken against the above Risk/Opportunities~~
  - iii. ~~Potential Issues, Alternative Courses of Action~~
  - iv. ~~Assessment of Effectiveness of actions previously taken~~
  - v. ~~Actions required by DOE~~