

2. CONTRACT NUMBER DE-AC06-03RL14300 3. SOLICITATION NUMBER DE-RP06-02RL14300 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (IRFP) 5. DATE ISSUED 03/07/02 6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY U.S. Dept. of Energy, Richland Operations 825 Jadwin Ave., P.O. Box 550, MSIN A4-70 Richland, WA 99352 CODE 8. ADDRESS OFFER TO (If other than Item 7) Attention: George F. Champlain

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**See Section SOLICITATION**

9. Sealed offers in original and L.5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or if handcarried, in the depository located in See Section L.27 until local time See Section L.27 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME George F. Champlain B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 509 376-4319 C. E-MAIL ADDRESS George\_F\_Champlain@...

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 220 310 340 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
00001 3/28/02 / 00002	4/11/02	00005 (suspended)	8/15/02
00003 4/22/02 / 00004	5/13/02	00006 8/29/02 / 00007	3/24/03

15A. NAME AND ADDRESS OF OFFEROR Washington Closure Company, LLC 1135 Jadwin Avenue Richland, WA 99352 CODE 0 MB 33 FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Patrick L. Pettiette President

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 208 386-6856 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.  17. SIGNATURE [Signature] 18. OFFER DATE 3/25/03

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c) ( )  41 U.S.C. 253(c) ( ) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) Keith A. Klein, Manager Richland Operations Office 27. UNITED STATES OF AMERICA [Signature] 28. AWARD DATE 4/25/03

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

## Part I - The Schedule

### Section B

#### Supplies or Services and Prices/Costs

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## Section B

### Supplies or Services and Prices/Costs

#### B.1 Type of Contract—Items Being Acquired

- (A) This is a cost-plus-incentive fee (CPIF) completion-type contract for Phase I of the River Corridor.
- (B) The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government or its other prime contractors) and otherwise do all things necessary to perform the work as described in Section C, *Statement of Work*.

#### B.2 Availability of Funds

Except as may be specifically provided to the contrary in the Section I Clause DEAR 952.250-70 entitled, *Nuclear Hazards Indemnity Agreement (JUN 1996)*, the duties and obligations of the U.S. Department of Energy (DOE) hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

#### B.3 Obligation of Funds

Subject to the Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the amount presently obligated under the Contract is \$2,700,000 for the period beginning April 25, 2003 and ending July 23, 2003.

#### B.4 Phase I Funding Profile and Calculation of Fee

- (A) The Government and the Contractor recognize that funding is not certain and higher levels of funding will reduce the target cost because of the potential for earlier completion with commensurate reduction in total fixed costs and other efficiencies, and that widely fluctuating funding levels, particularly those that are decreasing, reduce the Contractor's ability to recognize the efficiencies otherwise inherent in determinate funding levels.
- (B) The annual funding profile for Phase I is assumed to be the Base Case depicted in paragraph (D) below.
- (C) +40% Increment Case Funding: In the event the Government is able to provide funding in excess of the Base Case funding, the contractor commits to reduce the overall target cost in accordance with the target cost and target fee for the 40% increment case in Table B-2 of Subsection B.7. For a funding

profile realized during performance of this contract, which is between the Base Case Funding and the 40% Increment Case per year (including fee), adjusted target cost and target fee will be calculated as described below in B.4(F):

(D) Funding Levels (in millions \$):

<u>FY</u>	<u>Minimum Level</u>	<u>Base Case</u>	<u>40% Increment Case</u>
2003	\$150.3	\$158.3	\$221.6
2004	\$154.5	\$162.6	\$227.7
2005	\$158.9	\$167.3	\$234.2
2006	\$163.4	\$172.0	\$240.9
2007	\$168.2	\$177.0	\$247.8
2008	\$173.0	\$182.1	\$255.0
2009	\$178.1	\$187.5	\$262.5
2010	\$183.3	\$192.9	\$270.0
2011	\$188.5	\$198.5	\$277.8
2012	\$194.1	\$204.3	\$286.0
2013	\$199.6	\$210.2	\$294.2
2014	\$205.5	\$216.3	\$302.8
2015	\$211.5	\$222.6	\$311.6
2016	\$217.6	\$229.1	\$320.7
2017	\$223.9	\$235.7	\$329.9

If the contractor completes the contract work scope prior to 2017, funding listed for the subsequent years shall not apply to this contract.

(E) If funding in a given full year varies by -10% or +25% from the previous full year's funding, the variance may be a basis for an equitable adjustment to the target costs in Table B.1 and/or Table B.2, which will affect the earned fee calculation.

(F) At contract completion, the adjusted target cost will be calculated from the average annual funding experienced during contract performance, by linearly interpolating between the target costs for the base case and the 40% increment case (from Tables B.1 and B.2, respectively). The adjusted target cost will be compared to the actual cost incurred to determine the amount of fee earned.

The calculation will be executed as follows:

Step 1: The target price at the base case funding level (Table B.1) must be equal to the sum of the annual funding in the base case column in Clause B.4(D) over the target schedule duration for the base case. The target price at the 40% increment case funding level (Table B.2) must be equal to the sum of the annual funding in the 40% increment case column in Clause B.4(D) over the target schedule duration for the 40% increment case.

Step 2: Add the base case funding numbers in Clause B.4(D) for each year of the period of actual performance under the contract. Divide by the number of years to calculate the average annual base case funding.

Step 3: Add the 40% increment case funding numbers in Clause B.4(D) for each year of the period of actual performance under the contract. Divide by the number of years to calculate the average annual increment case funding.

Step 4: At contract completion, add the actual funding received for each year and divide by the actual number of years to complete the workscope. The result is the average annual funding received.

Step 5: Calculate the slope for the target cost range:

- 1) Take average annual funding level for the increment case (from step 3) and subtract the average annual funding level for the base case (from step 2) to calculate the funding range.
- 2) Take the target cost that corresponds to the base case funding level and subtract the target cost that corresponds to the 40% increment case funding level to calculate the target cost range.
- 3) Calculate the slope by dividing the target cost range by the funding range. The resulting slope has a negative sign.

Step 6: Calculate the target cost for the actual funding level experienced:

- 1) Take the average annual funding received from step 4 and subtract the average annual base case funding from step 2.
- 2) Multiply the result by the slope calculated in step 5 to get the change in target cost.
- 3) Take the target cost that corresponds to the base case funding level and add (or subtract) the change in target cost. The result is the **adjusted target cost**.

Step 7: Calculate the **actual cost**.

- 1) Since the funding contains fee, take the total funding received for the contract and divide by the sum of one plus the target fee percentage in the contract to back out the fee. (E.g., if the target fee is 7.5%, divide by 1.075.) For the purposes of this step, the funding obligated to the contract during its period of performance will be based on payment of target fee.
- 2) Reduce the amount calculated in 1) by any costs the Contracting Officer has determined to be unallowable under this contract.

Step 8: Calculate the earned fee.

- 1) Calculate the final target fee by taking the **adjusted target cost** (step 6) and multiplying by the target fee percentage in the contract.
- 2) Calculate the overrun/underrun amount by comparing the **actual cost** in step 7 to the **adjusted target cost** in step 6.
- 3) Multiply the overrun amount by 0.2 or the underrun amount by 0.3.
- 4) From the final target fee, subtract the overrun share (overrun X 0.2) or add the underrun share (underrun X 0.3). The result is the earned fee.
- 5) The calculated fee shall be adjusted per clause B.11, H.20, and H.26 before determining the final fee earned.

## **B.5 Allowability of Subcontractor Fee**

All fee to be paid to members of a Contractor team, including affiliates, identified in the offer must be included in the incentive fee payable under Clause B.7. The term affiliate is defined as, associated business concerns or individuals if, directly or indirectly (1) either one controls or can control the other; or (2) a third party controls or can control both. A "Contractor team arrangement", as used in the FAR, means an arrangement in which, 1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or 2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. For the purposes of this clause, this definition does not apply to the subcontractors whose contracts have been assumed, so long as the terms and conditions of those subcontracts are not altered as a result of interactions with the Offeror prior to award of this contract. There are seven subcontracts which may be assumed by the Contractor, 1) Duratek Federal Services SC# 0600X-SC-G0006, 2) Duratek Federal Services SC# 0100X-SC-G0040, 3) RCI Environmental, Inc. SC# 0100B-SC-G0010, 4) RCI Environmental, Inc. SC# 0600X-SC-G0007, 5) Federal Engineers & Constructors/Thompson Mechanical Contractors SC# 0300X-SC-G008, and 6) Foster Wheeler Environmental, Inc. SC# 0100N-SC-G0058.

Mentor-protégé arrangements and firm-fixed price or firm-fixed unit price work performed by members of the contractor team arrangement or its affiliates following a price-competitive contract award are excluded from the above fee restrictions. The term 'competitive contract award' refers to awards made subsequent to DOE award of the prime contract. The contractor shall develop procedures to avoid any perceived conflict of interest. The procedures shall be submitted to and approved by the DOE Contracting Officer prior to award to any team member or affiliate.

## **B.6 FAR 52.216-10 Incentive Fee (March 1997)**

- (a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
  - (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.
  - (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting

Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 30 cents for every dollar that the total allowable cost is less than the target cost or decreased by 20 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 15 percent or less than 2.5 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

## **B.7 Target Cost, Target Fees, and Target Schedules**

- (A) Target Cost, Target Fee, and Minimum Fee. Table B.1 summarizes the incentive fee under a base case funding scenario. Table B.2 summarizes the incentive fee under a 40% increment case funding scenario. The fee dollar values shown in Tables B.1 and B.2, are based on the respective Target Costs of **\$974,638,000** (Table B.1) and **\$871,768,000** (Table B.2). The Maximum Fee that may be earned by the Contractor under this Contract is **\$146,196,000** (Table B.1) and **\$130,765,000** (Table B.2) (less any decrements in accordance with Clause B.10, *Conditional Payment of Fee*, Clause H.20, *Key Personnel*, and H.26, *Small Business Fee Reduction*.) The Minimum Fee the Contractor may earn is **\$24,366,000** (Table B.1) and **\$21,794,000** (Table B.2) (less any decrements in accordance with Clauses B.10, H.20, and H.26.)
- (B) Actual Cost at Completion of Phase I means total allowable cost to achieve all of the Phase I work scope.
- (C) Target Schedule Date means the completion date for the Phase I work scope.

**Table B.1.** Incentive Fee Structure I

<b>Cost Performance Fee (Base Case Funding for Phase I)</b>		
Target Cost (excluding fee)	<b>\$974,638,000</b>	Target cost for completion of Phase I work as specified in Section C.
Target Fee	<b>\$82,844,000</b>	[ <b>Not To Exceed 8.5% of Target Cost</b> ] Target Fee that can be earned if the Actual Cost at Completion of Phase I equals the Target Cost.
Cost Share Ratio	80/20 Overrun 70/30 Underrun	Government/Contractor Share Ratio. For each \$1 of cost in excess of target cost, the Contractor's Cost Performance Fee shall be decreased by \$0.20. For each \$1 of cost less than target cost, the Contractor's Cost Performance Fee shall be increased by \$0.30.
<b>Maximum/Minimum Fee</b>		
Maximum Fee	<b>\$146,196,000</b>	[Calculated = 15.0% of <b>Target Cost</b> ]
Minimum Fee	<b>\$24,366,000</b>	[Calculated = 2.5% of <b>Target Cost</b> ]

**Target Schedule Date:** March 31, 2009 (Base Case Funding)

**Table B.2.** Incentive Fee Structure II

<b>Cost Performance Fee (40% Increment Case Funding for Phase I)</b>		
Target Cost (excluding fee)	<b>\$871,768,000</b>	Target cost for completion of Phase I work as specified in Section C
Target Fee	<b>\$74,100,000</b>	[ <b>Not To Exceed 8.5% of Target Cost</b> ] Target Fee that can be earned if the Actual Cost at the Completion of Phase I equals the Target Cost. The fee percentage must be equal to the fee percentage in Table B.1.
Cost Share Ratio	80/20 Overrun 70/30 Underrun	Government/Contractor Share Ratio. For each \$1 of cost in excess of target cost, the Contractor's Cost Performance Fee shall be decreased by \$0.20. For each \$1 of cost less than target cost, the Contractor's Cost Performance Fee shall be increased by \$0.30.
<b>Maximum/Minimum Fee</b>		
Maximum Fee	<b>\$130,765,000</b>	[Calculated = 15.0% of <b>Target Cost</b> ].
Minimum Fee	<b>\$21,794,000</b>	[Calculated = 2.5% of <b>Target Cost</b> ]

**Target Schedule Date:** May 31, 2007 (40% Increment Case Funding)

## **B.8 Changes to Target Cost and Target Fee**

(A) It is DOE's intention that the funding available for this Contract will be consistent with the funding profile set forth in Clause B.4. As long as DOE provides annual funding at the minimum level stated in Clause B.4, paragraph (D), availability of funding within the minimum level to 40% Increment Case range each year may not be used as a basis to change this contract, except as provided in B.4(E).

(B) Changes that affect the Target Cost will be as follows:

1. **Changes Beyond the Control of the Contractor:** When work under this contract is increased or decreased by approved changes to the statement of work, equitable adjustments to Section B Target Cost, and corresponding Minimum, Target, and Maximum Fees, may be made, if necessary (i.e., the Contractor will submit documentation to show that the change impacts the Target Cost in Section B for evaluation and/or negotiation). Examples of these actions/events are provided in Table B.3. These examples are not meant to be a complete listing of all possible events, but represent major types of events in each category.
2. **Changes for Which the Contractor is Accountable:** There are some actions/events for which the Government will not negotiate changes and the Contractor agrees shall not constitute a change, to the Section B Target Cost and corresponding Minimum, Target, and Maximum Fees. Such changes will be maintained as a variance to the RC Project Baseline, as defined in Clause B.9 (A)(1) (the costs may be allowable, but the target cost and corresponding Minimum, Target, and Maximum Fees will not change). Examples of these actions/events are provided in Table B.4. These examples are not meant to be a complete listing of all possible events or all categories of events, but represent types of events in each category.

**Table B.3.** Changes Beyond Contractor Control  
 (will negotiate changes to target costs or contract requirements)

-New work (within the general scope of the contract) in a DOE direction to the contractor, new regulatory requirements, and/or change to a Record of Decision outside of the initial Statement of Work.
- Budget reductions by the Government greater than 5% below the base case funding as specified in Section B.
-DOE direction or DOE-initiated actions/events which have a demonstrable material effect on the performance of this contract.
-Changes to the unit costs of the mandatory services prescribed by the Hanford Site Services Manual (See Section C.9).
-Contractor inability to meet commitments in Section C, River Corridor Tri-Party Agreement Milestones, due to funding limitations.

**Table B.4.** Contractor Accountable (will not change target cost)

-Differences between the contractor's Estimate at Completion and the Target Cost, not attributable to items in Table B.3. This includes the initial baseline submittal due nine months after award and all baseline updates.
- Salary increases above any assumed escalation.
-Innovative Management/Planning ideas implemented by the Contractor or subcontractor and staff.
-Contractor initiatives for technology, process, etc. implemented by the Contractor or subcontractor and staff.
-Change in baseline cost or schedule through subcontracting.
-Poor engineering or estimating by Contractor or subcontractor.
-Poor management decision by the Contractor or subcontractor, including actions by staff.
-Contractor controlled action that results in an accident or delay of mission.
-Subcontractor controlled action that results in an accident or delay of mission.
-Inadequate schedules which do not anticipate DOE review/approval durations cited in Section C.
-Inadequate coordination with EPA/State or other groups impacting actions under the Contractor's control.
-Increases or decreases in scope that are within the range of approved RC Project Baseline assumptions.
-ES&H Violation by Contractor or subcontractor, including consequential investigations and impacts.
-Fines or penalties imposed by DOE or other regulatory agencies due to the contractor's action, or inaction. (This includes fines levied against DOE based on Contractor performance).
-Willful misconduct or lack of good judgment by Contractor or subcontractor.
-Changes caused by the Contractor, or within the Contractor's control.
-Stoppage of work due to safety or environmental compliance.

3. Increases or Decreases in Scope in this paragraph: Two exceptions to Table B.4 above, for the remediation of waste sites including burial grounds, are as follows: The contractor may submit for negotiation a request for a change to the Target Cost if the actual waste volumes are 20% greater than the projected waste volumes as specified in the Richland Environmental Restoration Project Baseline, Multi-Year Work Plan, DOE/RL-96-105 Revision 4, in the aggregate over all the waste sites specified in the SOW. The contractor may submit for negotiation a request for a change to the target cost for burial ground waste volumes needing treatment under either of the following conditions:
  - (a) Treatment is required for greater than 15% of the burial ground waste volumes projected in the above referenced baseline in the aggregate over all the burial ground sites specified in the SOW.
  - (b) Required treatment is more complex and expensive than the assumed method (grouting with cement) in the above referenced baseline.

## **B.9 Provisional Payment of Cost Performance Fee**

The Contractor will be paid fee provisionally during the period of performance of the Contract. The amount to be paid will be determined quarterly and will be based on the Contractor's cumulative cost performance. A portion of the Provisional Fee will be paid quarterly and the remainder will be withheld pending successful completion of the Contract.

Notwithstanding any other contractual provision, nothing in this clause limits the rights of the Contracting Officer as set forth in FAR Clause 52.216-10 entitled, *Incentive Fee* (MAR 1997).

### **(A) Definition of Terms**

- (1) RC Project Baseline is the RC Project scope, schedule and cost definition, and is formally documented and controlled as specified in Section C, *Statement of Work*. The RC Project Baseline provides the basis for tracking cost and schedule performance and computing the measures of project earned value.
- (2) Provisional Fee is a prorated share of the Cost Performance Fee based on interim cost and schedule performance. *Provisional Fee* is paid to the Contractor quarterly subject to Clauses B.10, H.20, and H.26. These payments are provisional pending successful completion of Phase I work as specified in Section C, *Statement of Work*.
- (3) Budgeted Cost of Work Scheduled (BCWS) is the sum of the cost elements for work planned. BCWS does not include fee.
- (4) Budgeted Cost of Work Performed (BCWP) is the sum of the cost elements for work completed, measured by quarter and cumulative to date, relating directly to the BCWS. BCWP does not include fee.

(5) Actual Cost of Work Performed (ACWP) is the sum of allowable costs for work completed, measured by quarter and cumulative to date, relating directly to the BCWP. ACWP does not include fee.

(6) Target Cost (TC): For purposes of calculating provisional fee, TC is assumed to be the TC corresponding to the average funding level of all complete previous fiscal years. For the first complete fiscal year of performance, the funding level for provisional fee purposes is assumed to be \$150 million in FY 01 dollars. TC does not include fee.

(7) Estimate at Completion (EAC): The total estimated cost at contract completion. EAC does not include fee.

(B) Provisional Fee Payments. The Contractor may submit requests for Provisional Fee payments only following the end of a particular quarter. For example, the request for the quarter ending March 31 shall not be submitted before April 1. Prior to submitting the request, the contractor is required to submit the monthly report covering the quarter as required by Statement of Work Section C.6, Management Products and Controls. Upon receipt of an acceptable request for Provisional Fee payment, the Contracting Officer will assess the need for adjustments based on the factors discussed later in this Clause. Provisional Fee payments are subject to written Contracting Officer approval.

(C) The process for determining the Provisional Fee payment is:

(1) Determination of Provisional Fee, as set forth in paragraph (D), below.

(2) Adjustments as set forth in paragraph (E), below.

(D) Determination of Provisional Fee. For quarters prior to DOE approval of the RC Project Baseline, and Project Management Plan, and the approval and verification of the Contractor's Integrated Safety Management System (ISMS), the contractor will be paid an amount equal to 40% of the Provisional Fee for each quarter, as follows:

$$[\text{Target Fee} \times .40 \times (\text{Elapsed Time in Quarters} \div \text{Target Schedule in Quarters})] - (\text{Cumulative Provisional Fee Previously Paid})$$

For quarters after DOE approval of the RCP Project Baseline, Project Management Plan, and the approval and verification of the Contractor's ISMS (including the quarter in which the baseline is approved), the contractor will be paid an amount equal to 75% of the Provisional Fee for each quarter, as follows:

If the Cost Variance (CV) is < 0: (Overrun)  
Provisional fee = {[BCWP<sub>1</sub> x Target Fee % + (0.2 x CV)] x .75 - (Cumulative Provisional Fee Previously Paid adjusted for any decrements)}.

If the CV is > 0: (Underrun)  
Provisional fee = {[BCWP<sub>1</sub> x Target Fee% + (0.3 x CV)] x .75 - (Cumulative Provisional Fee Previously Paid adjusted for any decrements)}.

For purposes of calculating provisional fee, the BCWP shall first be normalized to account for differences between the contractor's estimate at completion (EAC) and the TC using the following formula:  $BCWP_1 = BCWP \times (TC \div EAC)$ .

For the equations above, CV is defined as  $(BCWP_1 - ACWP)$ .

Initiation of Provisional Fee Payments: DOE will start making Provisional Fee payments to the Contractor at the end of the first full fiscal quarter.

The Contracting Officer will assess the need for adjustments based on the factors discussed in paragraph B.9(E).

Unless the Contracting Officer determines otherwise, Provisional Fee payments will cease after the end of the quarter that the completion of work occurs, as specified in Section C (*Statement of Work*).

(E) Adjustments to Provisional Fee Payments

(1) Reductions in Provisional Fee Payments. Provisional Fee payments may be reduced in accordance with the provisions in Clause B.10, Clause H.20, and Clause H.26 of this Contract. Any single reduction or combination of reductions under these provisions shall not exceed the amount of fee otherwise paid in the prior four quarters.

(2) The total amount of provisional fee paid under this contract shall not exceed  $15.0\% \times BCWP_1 \times .75$ .

(3) The total amount of provisional fee paid under this contract shall not be less than  $2.5\% \times BCWP_1 \times .75$  adjusted for any decrements.

(4) In the event overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with the Section I Clause FAR 52.232-17 entitled, *Interest (JUN 1996)*.

(F) Bankruptcy or Other Issues with Guarantor Company(ies). In order to assure the Contractor's ability to repay any Provisional Fee payments determined to be in excess of the actual fee earned at the completion of the Contract, the Contracting Officer reserves the right to discontinue Provisional Fee payments in the event a guarantor company files bankruptcy or is acquired by other owners, or other events arise with the Contractor's guarantor company(ies) jeopardizing DOE's ability to recover unearned Provisional Fee payments.

(G) Repayment of Bankruptcy Reserve. In the event of a bankruptcy, acquisition by other owner, or any other event affecting the ability of the contractor to continue to perform its obligations under the contract, 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 unreduced because of the events in Clause B.9(F), and shall release all fee payments withheld due to events described in Clause B.9(F) during the preceding 60 days.

## **B.10 DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives (DEC 2000)**

(Note: DOE is currently finalizing a new “Conditional Payment of Fee” clause through the rule-making process. When the new clause comes into effect, the Contractor will have the option to retain the current clause, or modify the contract and adopt the new clause. If the Contractor elects to adopt the new clause, it shall be at no increase to the target cost).

In order for the Contractor to receive all otherwise earned fee, fixed fee, profit, or share of cost savings under the contract in an evaluation period, the Contractor must meet the minimum requirements in paragraphs (a) and (b) of this clause. If the Contractor does not meet the minimum requirements, the DOE Operations/Field Office Manager or designee may make a unilateral determination to reduce the evaluation period’s otherwise earned fee, fixed fee, profit or share of cost savings as described in the following paragraphs of this clause.

(a) Minimum requirements for Environment, Safety & Health (ES&H) Program. The Contractor shall develop, obtain DOE approval of, and implement a Safety Management System in accordance with the provisions of the clause entitled, “Integration of Environment, Safety and Health into Work Planning and Execution,” if included in the contract, or as otherwise agreed to with the contracting officer. The minimum performance requirements of the system will be set forth in the approved Safety Management System, or similar document. If the Contractor fails to obtain approval of the Safety Management System or fails to achieve the minimum performance requirements of the system during the evaluation period, the DOE Operations/Field Office Manager or designee, at his/her sole discretion, may reduce any otherwise earned fees, fixed fee, profit or share of cost savings for the evaluation period by an amount up to the amount earned.

(b) Minimum requirements for catastrophic event. If, in the performance of this contract, there is a catastrophic event (such as a fatality, or a serious workplace-related injury or illness to one or more Federal, contractor, or subcontractor employees or the general public, loss of control over classified or special nuclear material, or significant damage to the environment), the DOE Operations/Field Office Manager or designee may reduce any otherwise earned fee for the evaluation period by an amount up to the amount earned. In determining any diminution of fee, fixed fee, profit, or share of cost savings resulting from a catastrophic event, the DOE Operations/Field Office Manager or designee will consider whether willful misconduct and/or negligence contributed to the occurrence and will take into consideration any mitigating circumstances presented by the contractor or other sources.

## **B.11 Final Fee Determination**

(A) Upon successful completion of Phase I work as specified in Section C, the Contracting Officer shall determine the total fee earned by the Contractor consistent with FAR Clause 52.216-10 (Mar 1997) entitled, *Incentive Fee*, and any reductions made under any other clause of the contract. If the amount of the total fee earned is less than the total amount of all fee payments previously made to the Contractor, the Contractor shall reimburse DOE the difference. The difference is subject to FAR

Clause 52.232-17 entitled *Interest* (Jun 1996). If the amount of total fee earned is more than the total amount of all prior fee payments previously made to the Contractor, DOE shall pay the Contractor the difference.

(B) Costs that are incurred for operation of the Environmental Restoration Disposal Facility per Clause C.3.2.4.1(B), to dispose of wastes that are not generated as a result of the River Corridor contract will not be included in the ACWP, BCWP, BCWS, TC, or EAC used for fee determination under this contract.

(C) Termination. If this contract is terminated in its entirety, fee shall be payable to the contractor consistent with paragraph (A) above. The parties agree that the term "Default" in FAR Clause 52.249-6, Termination (Cost Reimbursement) (Sept 1996), includes the situation where the contractor is performing at the Minimum Fee (2.5%) level for a period of any four consecutive calendar quarters. Nothing in this paragraph shall limit or restrict the application of FAR Clause 52.249-6.

## **B.12 Evaluation Period Definition**

An evaluation period, as used in Clause B.10, DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives (DEC 2000) is defined as a one-year period beginning with the first day of contract performance (the day after the transition period ends). The earned fee amount means the amount of provisional fee the contractor earns in an evaluation period based upon the contractor's earned value performance, excluding the provisional fee withhold amount required in Clause B.9. Fee reduction will begin at the quarterly payment that is next scheduled following the action by the DOE-RL Operations Office Manager at a rate to be determined by the Manager.

## Part I - The Schedule

### Section C

#### Statement of Work

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## Section C

### Statement of Work

#### C.1 General Hanford Site River Corridor Overview

- (A) The River Corridor (RC) is approximately 210 square miles on the Hanford Site adjacent to the Columbia River (see Figure C.1). This area is divided into three major sub areas; the 100 Area (see Figure C.2) comprised of shut down plutonium production reactors and support facilities; the 300 Area comprised of reactor fuel fabrication, research and support facilities; and the 600 Area. The 600 Area is mostly vacant land but contains a number of waste sites requiring remediation and are included in the 300 Area operable units. The 100 and 300 Areas are on the Environmental Protection Agency National Priorities List (NPL) and are two of the three open NPL sites at the Hanford Site. The other is the 200 Area, which is not part of this contract.
- (B) Successful cleanup of the RC will allow the 210 square miles of Hanford land to be available for other uses, providing opportunities for public access to key recreational areas, protecting cultural resources, and shrinking the footprint for active Hanford cleanup operations to approximately 75 square miles. Key challenges include the need to remove and process buried high-activity wastes, deactivation, decontamination, decommissioning, and demolishing (D<sup>4</sup>) excess facilities, and isolating the reactor blocks.

##### C.1.1 100 Area General Overview

- (A) The 100 Area was listed on the NPL on October 4, 1989, as one of three open NPL sites at Hanford. The CERCLA decision documents that have been approved are listed in Section C.14. Remedial action work associated with these decision documents has begun and approximately half will be completed as of October 1, 2002.
- (B) The 100 Area is located in the northern portion of the Hanford Site. It encompasses approximately 26 square miles and is bisected by the Columbia River. The portion north and east of the river is the North (or Wahluke) Slope, which contained contaminants remaining from anti-aircraft missile bases, and is not part of the statement of work. The portion south and west of the river is the site of six reactor areas (100-B/C, 100-D, 100-F, 100-H, 100-K, and 100-N) along with numerous other waste sites primarily associated with the first decade of Hanford construction and production operations. (Figure C.2 is a map of the 100 Area.) The 100 Area includes 14 operable units that contain 474 waste sites, including 42 burial grounds (see Table C.1).
- (C) There are nine nuclear reactors spread among six reactor areas (two each at 100-B/C, 100-D, and 100-K, and F, H, and N). They are large graphite-moderated plutonium production reactors that used slightly enriched uranium metal as fuel. The first eight reactors, which were constructed between 1943 and 1955, used Columbia River water in a single-pass process for cooling the reactor core. Water was either discharged back to the river or diverted to onshore liquid waste disposal sites such as cribs. This discharged cooling water contained hazardous waste constituents and radioactive materials, which contaminated the soil and groundwater.

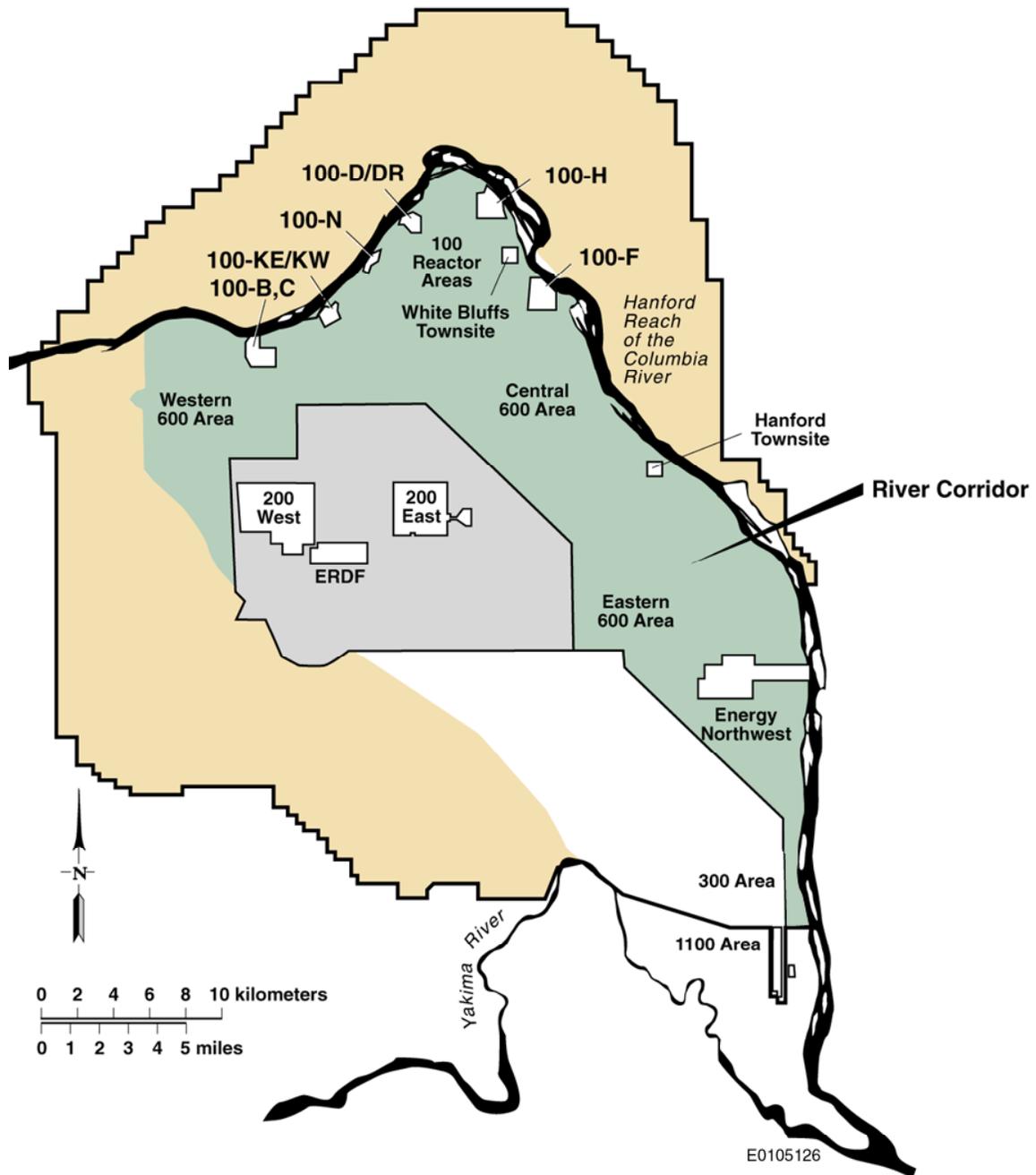


Figure C.1. Hanford Site River Corridor

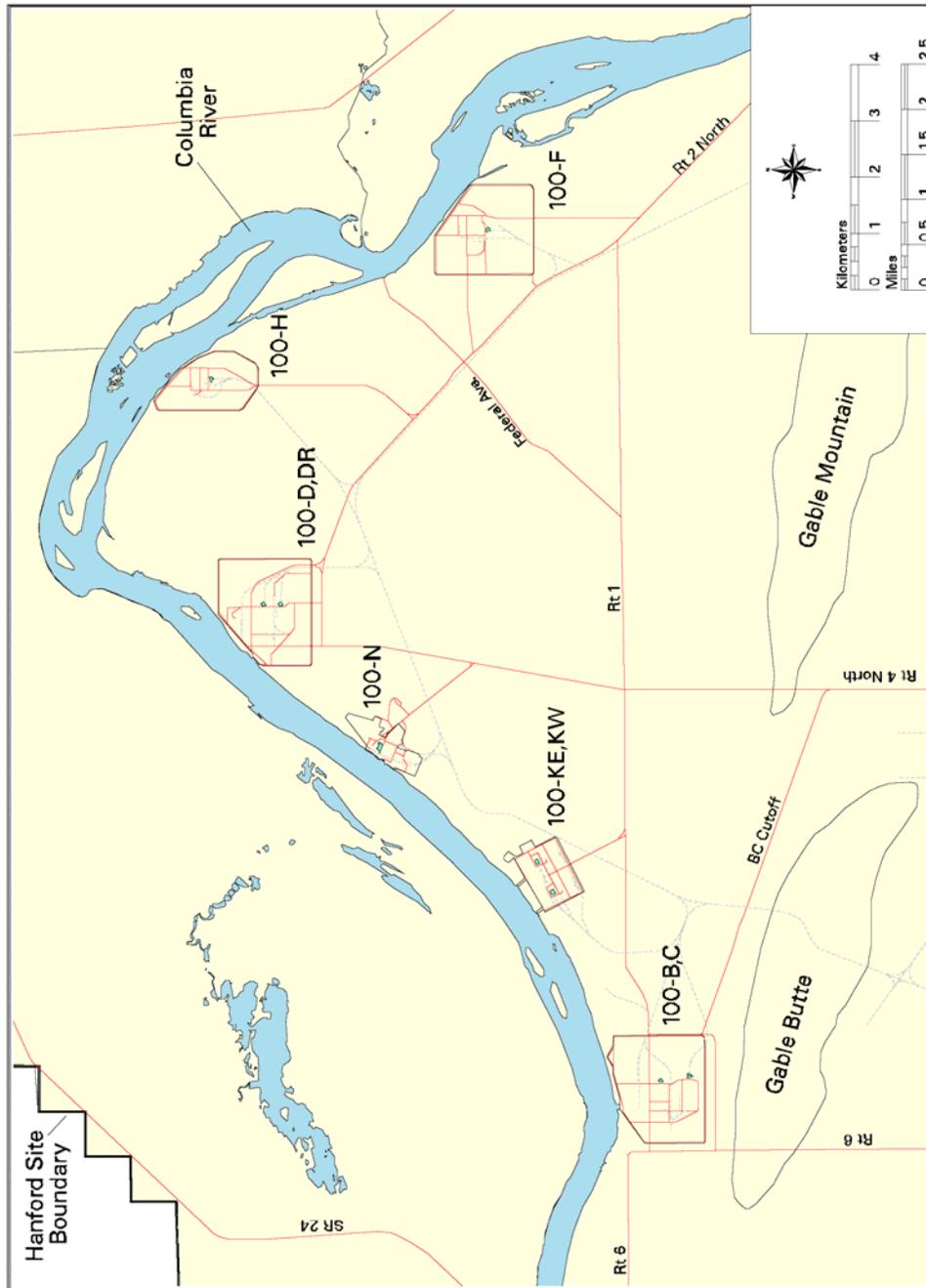


Figure C.2. Hanford 100 Areas

**Table C.1. River Corridor Cleanup Work (Phase I and II)**

	B/C Area	K Area	N Area	D Area	F Area	White Bluffs Town Site (IU-2)	H Area	Hanford Town Site (IU-6)	300 Area	Total
<b>Present Status</b>										
Waste Sites	50	102	95 <sup>(a)</sup>	50	67 <sup>(b)</sup>	22	30 <sup>(c)</sup>	16	119 <sup>(d)</sup>	551
Burial Grounds	11	2	0	16	8	0	5	0	8	50
D <sup>4</sup> Buildings/Structures	4	29	72	4	1	0	3 <sup>(e)</sup>	0	148 <sup>(f)</sup>	261
Reactor Interim Safe Storage (ISS)	1 <sup>(g)</sup>	2	1	1	1	0	1	0	0	7 <sup>(g)</sup>
<b>Contract Work (Phase I)</b>										
Waste Sites	50	8	11	50	55	22	29	16	28	269
Burial Grounds	11	0	0	15	8	0	5	0	7	46
D <sup>4</sup> Buildings/Structures	4	0	5	4	1	0	2	0	24	40
Reactor ISS	1 <sup>(g)</sup>	0	0	1	1	0	1	0	0	4 <sup>(g)</sup>
<b>Contract Work (Phase II Option)</b>										
Waste Sites	0	94	77	0	0	0	0	0	69	240
Burial Grounds	0	2	0	1	0	0	0	0	1	4
D <sup>4</sup> Buildings/Structures	0	29	67	0	0	0	0	0	122 <sup>(f)</sup>	218 <sup>(h)</sup>
Reactor ISS	0	2	1	0	0	0	0	0	0	3
<p>(a) It is anticipated that 7 waste sites will be completed pre-Phase I in the N Area.</p> <p>(b) There are currently 67 accepted waste sites in the F Area, however 12 waste sites are scheduled to be completed pre-Phase I. This leaves 55 waste sites to be remediated in Phase I.</p> <p>(c) There are currently 30 accepted waste sites in the H Area, however 1 waste site is scheduled to be completed pre-Phase I. This leaves 29 waste sites to be remediated in Phase I.</p> <p>(d) There are 22 sites that will be completed pre-Phase I.</p> <p>(e) 1713H houses the H Area pump-and-treat system, which will run beyond the completion of this contract.</p> <p>(f) There are currently 148 facilities listed in Phase I and II for the 300 Area, however, 2 buildings/structures may be D4 prior to the start of Phase I.</p> <p>(g) This includes B Reactor Hazard Mitigation as defined by the EE/CA for the 105-B Reactor Facility.</p> <p>(h) Additional buildings/structures may be added to Phase II from the Facilities Core Database.</p>										

- (D) The 100-N Reactor differed from the other eight reactors since it had the dual purpose of producing electricity and special nuclear material. The process of using the heat for electricity generation required the reactor coolant system to be re-circulating rather than single-pass, as was the case for the eight earlier reactors. This re-circulation process, however, caused much higher concentrations of radionuclides to accumulate in the reactor coolant system. Moreover, the N Reactor operated over a longer period of time than most of the other reactors. Therefore, the soil receiving any feed-and-bleed discharges from the reactor has a much higher concentration of contaminants.
- (E) The 100 Area also includes contaminated and uncontaminated structures such as buildings, buried pipelines, buried and exposed disposal cribs, and trenches.

### **C.1.2 300 Area General Overview**

The 300 Area was listed on the NPL on October 4, 1989, and is one of the three open NPL Sites at Hanford. The 300 Area (Figure C.3) is located in the southeastern portion of the Hanford Site along the west bank of the Columbia River and about 8 miles to the north of the town center of the City of Richland. The 300 Area was the location of the uranium fuel fabrication facilities and provided fuel for the Hanford Site's 9 plutonium production reactors located in the 100 Area. The 300 Area was also the center for much of the Hanford Site's research and development activities. In connection with these activities facilities were constructed including chemical process laboratories, test reactors, and numerous ancillary/support structures. Some of the 300 Area laboratories and support facilities are still in use and are not part of the scope of this contract. The 300 Area includes three operable units that contain 127 waste sites, including 8 burial grounds (see Table C.1). For more information on the 300 Area including detailed descriptions of facilities and waste sites see the Hanford Site 300 Area Accelerated Closure Project Plan, HNF-6465, Rev. 0.

## **C.2 River Corridor Contract Overview**

- (A) The RC Project will be executed in two different phases. Phase I will be focused on meeting existing regulatory commitments, D<sup>4</sup> of nuclear facilities, remediation of waste sites and burial grounds in the 100 and 300 Areas, and reducing uncertainties for the remaining work. Upon completion of each reactor area in Phase I, DOE will petition EPA to partially delete these source operable units from the NPL. The Phase II Option will complete closure of the RC to such an extent that DOE can petition EPA to partially delete the remaining source operable units for the 100 and 300 Areas from the NPL.
- (B) This contract reflects the application of performance-based contracting approaches and techniques which emphasize results/outcomes and minimizes "how to" performance descriptions. The contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract. Accordingly, this contract provides flexibility, within the terms and conditions of the contract, to the contractor in carrying out the work specified herein.
- (C) Under this contract, it is the contractor's responsibility to develop and implement innovative approaches and adopt practices fostering continuous improvement in accomplishing the work specified herein. DOE expects the contractor to produce effective and efficient management

structures, systems, and operations that maintain high levels of quality and safety in accomplishing the work required under this contract.

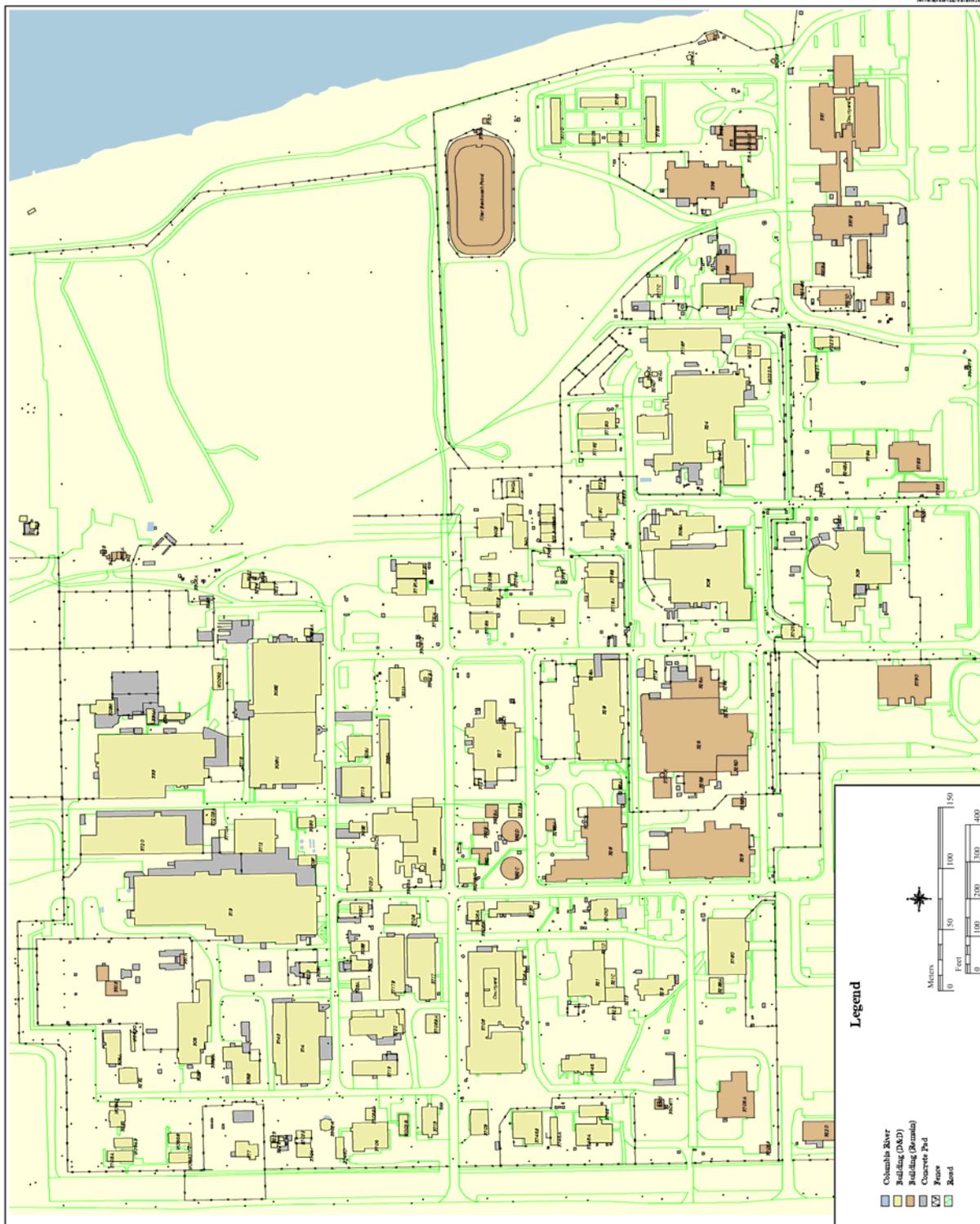


Figure C.3. 300 Area Map

- (D) Under this contract, the contractor shall furnish the necessary personnel, facilities, equipment, materials, supplies, and services (except those provided by the Government) to accomplish the scope of work. This scope of work is comprehensive in that the contractor is expected to perform all necessary technical, operational and management functions to perform the work specified herein.
- (E) The performance-based results/outcomes of this contract are set out in this statement of work and reflect DOE's minimum needs and expectations for contractor performance.
- (F) There are no Operational Readiness Reviews (ORR) required for the performance of the work as specified in C.3 and C.4 except for major changes to the authorization basis for Buildings 324 and 327 or after major upsets in these buildings in accordance with DOE Order 425.1B.
- (G) The contractor shall be knowledgeable of science and technology developments that benefit the Hanford Site by lowering the overall RC Project costs and improving safety.

### **C.3 River Corridor Phase I Work Summary (100 and 300 Areas)**

- (A) The River Corridor Project will be executed in two phases. Phase I will complete the work specified below and described in Table C.2. Phase II work is specified in Section C.4 and may be negotiated into this contract in accordance with Section H. Also, Section J, Appendix 3 provides a complete listing of waste sites, burial grounds, and buildings to be D<sup>4</sup> in Phase I. For Phase I the contractor shall:
  - (1) Remediate 315 soil sites including 46 burial grounds per the existing CERCLA Records of Decision (subsequently referred to as RODs) or other applicable regulatory documents, see Table C.1 for a breakout by area. Regulatory approved clean-up levels generally require the following:
    - (a) Removal of radioactivity to achieve a committed effective dose equivalent from all pathways of less than 15 mrem/year to the maximally exposed individual
    - (b) Protection of the groundwater and the Columbia River
    - (c) Removal of the engineered buildings/structures
    - (d) Removal of hazardous contaminants to residential (100Area) or industrial (300 Area) use cleanup levels.
  - (2) Obtain regulatory approval for the remediation of waste sites currently not included in existing CERCLA decision documents. The Remaining Sites ROD provides a pathway to add sites.
  - (3) Complete remediation of the River Effluent Pipelines in the B/C, D/DR, F, and H Reactor Areas. This includes obtaining regulatory approval for final disposition as well as performing any support activities (e.g. engineering studies, Remedial Design Report (RDR), and appropriate CERCLA decision documentation).
  - (4) Complete the interim long-term safe storage of 3 plutonium production reactors (D, F, and H Reactors). This involves deactivation, decontamination, decommissioning, and demolition (D<sup>4</sup>) of the reactor facilities up to the shield wall of the reactor core or block along with the removal of

associated underground and above ground piping, structures, and lines. D<sup>4</sup> is further defined in Section C.16 (D).

- (5) D<sup>4</sup> 16 small buildings and structures in the 100 Areas.
- (6) Mitigate hazards at B Reactor to support continued public access.
  - (7) D<sup>4</sup> buildings 324 and 327, which are large nuclear facilities (Hazard Category II).
- (8) D<sup>4</sup> 22 small buildings and structures in the 300 Area.
- (9) Remove hazardous and radioactive waste and other material generated from the above activities from the River Corridor to appropriate Hanford Site disposal or storage facilities.
- (10) Provide surveillance and maintenance of the 100 and 300 area facilities in accordance with the terms and conditions of this contract.
- (11) Complete EE/CA(s) for KE, KW, and N Reactor ISS and all 300 Area buildings/facilities for D<sup>4</sup>. This includes completing and obtaining regulator approval for the EE/CAs, action memorandum, removal action work plan, DQO/SAP, and design report.
- (12) Complete the ecological baseline risk assessment per CERCLA for the B/C, F, and H Areas and 100-IU-2, 100-IU-6 operable units and obtain DOE approval.
- (13) Complete the petition for the partial deletion for the B/C, F, and H Areas and 100-IU-2, 100-IU-6 Operable units, from the 100 Area NPL, and work with DOE to obtain regulator approval.
- (14) Complete a Final Record of Decision for the completed operable units in the 100 and 300 Areas and work with DOE to obtain regulator approval.
- (15) Submit an engineering evaluation of the final reactor disposition and work with DOE to obtain regulator approval.

**Table C.2.** Contract Work for the 100 K Area, 100 N Area, and 300 Area

Operable Unit	Site/Building Number	Site Description
<b>100-K Area</b>		
Remediate Waste Sites: excavate, backfill, revegetate, and close out		
100-KR-2	100-K-55	100-KW Reactor Cooling Water Effluent Underground Pipelines/100KE Reactor Cooling Water Underground Pipelines
100-KR-1	116-K-1	100-K Crib/Pond
100-KR-1	116-K-2	100-K Mile Long Trench
100-KR-1	116-KE-4	107-KE Retention Basin

**Table C.2.** Contract Work for the 100 K Area, 100 N Area, and 300 Area

<b>Operable Unit</b>	<b>Site/Building Number</b>	<b>Site Description</b>
100-KR-1	116-KW-3	107-KW Retention Basin
100-KR-2	100-K-56	(subsite of 100-K-55)
100-KR-2	116-KE-1	Condensate Crib
100-KR-2	116-KW-1	Condensate Crib
<b>100-N Area</b>		
D <sup>4</sup> includes all activities necessary to take an excess facility from its current state to total demolition and removal/disposal of the resulting waste, material, and debris		
100 N Area	107N	Recirculation Cooling Building
100 N Area	1300N	Emergency Dump Basin
100 N Area	1303N	Spacer Silos
100 N Area	1304N	Emergency Dump Tank
100 N Area	1722N	Decon Building
Remediate Waste Sites - excavate, backfill, revegetate, and close out		
100-NR-1	100-N-29	Unplanned Release on Blow down Pipeline #1
100-NR-1	100-N-30	Unplanned Release on Blow down Pipeline #2
100-NR-1	100-N-36	Oil Stained Pad
100-NR-1 (TSD Sites RA)	116-N-1	Crib and trench
100-NR-1	118-N-1	Radioactive Dummy Burial Facility
100-NR-1	124-N-3	Septic Tank System
100-NR-1	UPR-100-N-1	Emergency Dump Tank Inlet Valve Box Leak
100-NR-1	UPR-100-N-2	Valve Leak
100-NR-1	UPR-100-N-29	Emergency Dump Basin Bypass Line Leak
100-NR-1	UPR-100-N-32	Emergency Dump Basin Bypass Line Leak
100-NR-1	100-N-57	Emergency Dump Tank
<b>300 Area</b>		
D4 - includes all activities necessary to take an excess facility from its current state to total demolition and removal/disposal of the resulting waste, material, and debris		
300 Area	Small Facilities D&D	Includes: 3221, 3222, 3223, 3224, 3225, 332, 334, 334A, 3906A
300 Area	303M Building	Uranium Oxide Building
300 Area	327 Building (includes 327BA and waste site 300-264)	Post-Irradiation Test Laboratory
300 Area	3718E Building	Storage Building

**Table C.2.** Contract Work for the 100 K Area, 100 N Area, and 300 Area

<b>Operable Unit</b>	<b>Site/Building Number</b>	<b>Site Description</b>
300 Area	3718G Building	Storage Building
300 Area	324 Building (includes 324 BA, 324A, 324B, 324C, 324D, 324S, and waste site 300-25)	Chemical Engineering Laboratory
300 Area	3727 Building	Classified Vault
300 Area	333 Building (includes waste sites 333-WSTF, 333-TK-11, and 333-TK-7)	N Fuels Building
300 Area	MO-052	Mobil Office
Remediate Waste Sites - excavate, backfill, revegetate, and close out		
300-FF-2	300-109	333 Building Storm Water Runoff
300-FF-2	300-110	333 Building Storm Water Runoff
300-FF-2	300-259	Contamination Area Surrounding 618-1 Burial Ground
300-FF-2	303-M SA	303M Building Storage Area
300-FF-2	303-M UOF	303M Uranium Oxide Facility
300-FF-2	333 ESHWSA	333 Building East Side Hazardous Waste Storage Area
300-FF-2	300-263	324 Building Diversion Tank
300-FF-2	316-3	Process Water Trenches
300-FF-2	UPR-300-1	307-340 Waste Line Leak
300-FF-2	UPR-300-2	Releases at the 340 Facility
300-FF-2	300 VTS	In-Situ Vitrification Test Area
300-FF-2	300-18	Surface Contaminated Dumping Area #4
300-FF-2	300-2	Contaminated Light Water Disposal
300-FF-2	300-32	Fabrication Shop Leak
300-FF-2	300-25	324 Building
300-FF-2	300-264	327 Building
300-FF-2	300-7	Undocumented Solid Waste Burial Ground
300-FF-2	300-8	Aluminum Shavings Area
300-FF-2	300-9	Solid Waste Burial Ground
300-FF-2	316-4	300 Area North Cribs
300-FF-2	331 LSLDF	Life Sciences Lab Drain Field
300-FF-2	UPR-300-17	Unplanned Release
300-FF-2	600-47	Dumping Area
300-FF-2	600-259	Grout Waste Test Lysimeter

**Table C.2.** Contract Work for the 100 K Area, 100 N Area, and 300 Area

Operable Unit	Site/Building Number	Site Description
300-FF-2	UPR-300-46	Unplanned Release
Remediate Burial Grounds: excavate, backfill, revegetate, and close out		
300-FF-2	618-1	Solid Waste Burial Ground #1
300-FF-2	618-13	303 Building Contaminated Soil Burial Site
300-FF-2	618-2	Solid Waste Burial Ground #2
300-FF-2	618-3	Dry Waste Burial Ground
300-FF-2	618-4	Burial Ground #4
300-FF-2	618-5	Burial Ground #5
300-FF-2	618-7	Burial Ground #7

### C.3.1 100 Area Phase I Work

#### C.3.1.1 100 Area Operable Units

(A) An Operable Unit at the Hanford Site is a grouping of land disposal or waste sites. The Operable Unit designation forms the basis for the regulatory pathway. Table C.3 lists each operable unit in the 100 Area. These source operable units contain about 470 waste sites, which can be categorized as one of four basic types: contaminated soil, buried structures, debris, or burial grounds.

**Table C.3.** 100 Area Operable Units

Reactor Area	Operable Unit
None	100-IU-6
B/C	100-BC-1
B/C	100-BC-2
F	100-FR-1
F	100-FR-2
None	100-IU-2
H	100-HR-1
H	100-HR-2
D	100-DR-1
D	100-DR-2
K	100-KR-1
K	100-KR-2
N	100-NR-1
N	100-NR-2

### **C.3.1.2 Reactor Interim Safe Storage (ISS)**

- (A) ISS consists of the modifications to the reactor structure to ensure the Reactor block is safely stored for a minimum of 75 years. ISS removes the spent fuel storage basin, fuel examination facility, and all portions of the reactor building structure, including all concrete block, lying outside of the shield walls that surround the reactor core and the D<sup>4</sup> of excess ancillary reactor area buildings. All existing penetrations in the shield walls, and any new penetrations resulting from removal operations, are sealed to prevent animal intrusion and water in-leakage into the interim safe storage structure. A new roof system is placed over the remaining structure using the existing shield walls as the “new” outside walls. A single access door is provided to allow periodic inspection of the facility.
- (B) C Reactor ISS was completed in 1998 and operations for putting D, DR (scheduled to be complete prior to the start of Phase I), H, and F Reactors into ISS are in progress.
- (C) The CERCLA decision documents (i.e. EE/CA) to place reactors D, H, and F into ISS have been completed and approved by the regulator. CERCLA decision documents for KE, KW, and N reactors have not been completed. The completion and approval of these CERCLA decision documents are included in this SOW.

### **C.3.1.3 Contaminated Linear Piping**

- (A) Generic to all zones with reactors are lengths of contaminated and non-contaminated linear piping. This linear piping consists of effluent, process sewer, sanitary sewer, and miscellaneous pipelines.
- (B) The total estimated length of potentially contaminated liner piping within the 100-B/C and 100-D/DR Areas is about 120,000 ft. Area drawings, showing the location and type of piping, exist and are available in the DOE Reading Room, however, a detailed review of the other reactor sites has not been completed at this time. Information regarding the size, type, and historical background of these pipelines may be found in the 100 B/C Reactor Underground Pipelines Historical Information Survey (BHI 01453) and the 100 D/DR Reactor Area Pipeline Evaluation.

### **C.3.1.4 100 Area Detailed Phase I Work Descriptions**

#### **C.3.1.4.1 B/C Reactor Area**

- (A) The B/C Reactor Area is approximately 8 square miles and includes 2 miles of Columbia River shoreline. There are two reactors and 61 waste sites, including 11 burial grounds, in this area. C Reactor was placed into ISS in 1998. B Reactor is listed in the National Register of Historic Places. A listing and description of the waste sites are specified in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 “River Corridor Restoration Baseline”, pages A1-4 through A1-6. A description of the burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Also, additional waste site information can be found on the Waste Information Data System (WIDS).
- (B) Waste Sites: The contractor shall complete the remediation of the 61 waste sites including 11 burial grounds, in accordance with the approved applicable records of decision (ROD). This includes

removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document (e.g. river effluent pipelines). The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.

(C) B/C Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 111-B, 118-C4, 1904-B1, and 116-B in the 100 B/C Area. The contractor shall perform all work consistent with approved regulatory documents.

(D) B Reactor: The contractor shall mitigate the hazards of B Reactor as specified in the preferred alternative of the EE/CA for the 105-B Reactor Facility. The contractor shall provide surveillance and maintenance of B Reactor in accordance with the terms and conditions of this contract and support periodic public tours of B Reactor (up to 30 per fiscal year). DOE may decide to place B Reactor into ISS during the duration of this contract.

(1) The major work scope for B Reactor hazard mitigation includes:

- (a) Preparing regulatory documents to support hazard mitigation, including RAWP, SAP and a DQO Report.
- (b) Preparing and implementing a Surveillance and Maintenance plan.
- (c) Completing hazard mitigation per EE/CA requirements (e.g. upgrade electrical system, upgrade fire suppression system, complete a structural and stack analysis, encapsulate asbestos and lead paint, correct tripping hazards).

(E) C Reactor: The contractor shall provide surveillance and maintenance of C Reactor in accordance with the terms and conditions of this contract and repair the reactor block building as needed to maintain ISS.

#### **C.3.1.4.2 F Reactor Area**

(A) The F Reactor area is approximately 7 square miles and includes 5 miles of Columbia River shoreline. A description of the F Reactor can be found in the EE/CA for the 105-DR and 105-F Reactor Facilities and Ancillary Facilities, DOE/RL-98-23 Rev. 0 and RAWP for 105-DR and 105-F Building Interim Safe Storage Projects and Ancillary Buildings DOE/RL-98-37 Rev. 3. There are 63 waste sites including 8 burial grounds. A listing and description of these waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 "River Corridor Restoration Baseline," pages A1-7 through A1-10. A description of the burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Additional waste site information can also be found on the Waste Information Data System (WIDS).

- (B) Waste Sites: The contractor shall complete the remediation of the 63 waste sites, including 8 burial grounds, in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document (e.g. river effluent pipelines). The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.
- (C) F Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 183-F in the 100 F Area. The contractor shall perform all work consistent with approved regulatory documents.
- (D) F Reactor: The contractor shall complete the placement of F Reactor into ISS in accordance with the above EE/CA. The contractor shall provide surveillance and maintenance of F Reactor in accordance with the terms and conditions of this contract and repair the reactor block building as needed to maintain ISS.

#### **C.3.1.4.3 H Reactor Area**

- (A) The H Reactor Area is approximately 15 square miles and includes 5 miles of Columbia River shoreline. A description of H Reactor can be found in the EE/CA for the 105-H Reactor Facility and Ancillary Facilities DOE/RL-2000-46 Rev. 0 and in the RAWP for the 105-D and 105-H Building Interim Safe Storage Projects and Ancillary Buildings, DOE/RL-2000-57 Rev. 0. There are 34 waste sites located in this area including 5 burial grounds. A listing and description of these waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 "River Corridor Restoration Baseline," Pages A1-11 through A1-12. A description of these burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Additional waste site information can also be found on the Waste Information Data System (WIDS).
- (B) Waste Sites: The contractor shall complete the remediation of the 34 waste sites, including 5 burial grounds, in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document (e.g. river effluent pipelines). The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.

- (C) H Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 1720-HA and 183-H in the 100 H Area. The contractor shall perform all work consistent with approved regulatory documents. Warehouse 1713H currently houses a groundwater pump-and-treat system. Remediation work shall not interfere with pump-and-treat operations.
- (D) H Reactor: The contractor shall complete the placement of H Reactor into ISS in accordance with the above EE/CA. The contractor shall provide surveillance and maintenance of H Reactor in accordance with the terms and conditions of this contract and repair the reactor block building as needed to maintain ISS.

#### **C.3.1.4.4 D Reactor Area**

- (A) The D Reactor Area is approximately 2 square miles and includes 2 miles of Columbia River shoreline. There are two reactors within this area and 66 waste sites, including 16 burial grounds. The DR Reactor will be placed in ISS in FY02. The ISS of D Reactor and D&D of the ancillary facilities are currently scheduled for completion in FY03. A description of 105-DR and 105-D Reactors can be found in the Remedial Action Work Plan (RAWP) for 105-DR and 105-F Building Interim Safe Storage Projects and Ancillary Buildings DOE/RL-98-37 Rev. 3 and in the RAWP for 105-D and 105-H Building Interim Safe Storage Projects and Ancillary Buildings, DOE/RL-2000-57 Rev. 0. Additional information can be found in the EE/CA for the 105-DR and 105-F Reactor Facilities and Ancillary Facilities, DOE/RL-98-23 Rev. 0. A listing and description of the waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 "River Corridor Restoration Baseline," pages A1-13 through A1-15. A description of the burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Additional waste site information can also be found on the Waste Information Data System (WIDS).
- (B) Waste Sites: The contractor shall complete the remediation of 65 waste sites including 15 burial grounds in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document (e.g. river effluent pipelines). The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.
- (C) D Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 105-DR, 117-DR, 1904-D, and 190-DR in the 100 D Area. The contractor shall perform all work consistent with approved regulatory documents.
- (D) D and DR Reactors: The contractor shall complete the placement of D Reactor into ISS in accordance with the above EE/CAs. The contractor shall provide surveillance and maintenance of D and DR Reactors in accordance with the terms and conditions of this contract and repair the reactor block buildings as needed to maintain ISS.

#### **C.3.1.4.5 KE and KW Reactor Area**

- (A) The 100-KE/KW Reactor Area is approximately 4 square miles and includes 2 miles of Columbia River shoreline. The area consists of two reactors and 104 waste sites including 2 burial grounds. A listing and description of the waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 "River Corridor Restoration Baseline." Pages A1-16 through A1-19. A description of these burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Additional waste site information can also be found on the Waste Information Data System (WIDS) site. Cleanup of this area follows the removal of spent nuclear fuel from the KW and KE fuel storage basins, and subsequent facility deactivation work. The removal of spent nuclear fuel, deactivation of fuel removal equipment, and the removal of hardware, debris, sludge, and water from the basins are the responsibility of the Spent Nuclear Fuel Project contractor.
- (B) Waste Sites: The contractor shall complete the remediation of 8 waste sites, as specified in Table C.2, in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document. The Remaining Sites ROD provides a mechanism to include similar waste sites. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.
- (C) KE/KW Reactor Basins: DOE will turn over KE/KW Reactor Basins to the contractor on October 1, 2007. At this time the fuel will have been removed from the basins, the fuel basins will have been cleaned including the removal of sludge, water, basin water treatment equipment and fuel handling and cleaning equipment. The condition of KE/KW Reactor Basins at transition will be in accordance with HNF-4974, Rev. 0, "Technical Approach and Plan for Transitioning Spent Nuclear Fuel Project Facilities to the Environmental Restoration Program," dated September, 1999.
- (D) KE/KW Reactors: The contractor shall complete the design and work with DOE to obtain regulatory approval for placing the Reactors into ISS. This includes submitting and obtaining approval of the EE/CA, action memorandum, removal action work plan, DQO/SAP, and design report for this work. The contractor shall provide surveillance and maintenance of KE/KW Reactors and associated ancillary facilities (with the exception of the CVD facility and the fuel basins) in accordance with the terms and conditions of this contract. Starting October 1, 2007 the contractor shall provide surveillance and maintenance of the KE/KW Reactor Basins in accordance with the terms and conditions of this contract.

#### **C.3.1.4.6 N Reactor Area**

- (A) The 100-N Area is approximately 4 square miles and includes 2 miles of Columbia River shoreline. The site consists of one reactor, 72 contaminated or potentially contaminated facilities, Exhaust Air Stack, and the Radioactive Liquid and Waste Treatment Facility and 95 waste sites. There are no

burial grounds within the N Reactor Area. The authorization basis document which applies to the 100-N Area is the Surplus Reactor Auditable Safety Analysis, BHI-01172, Rev. 1. The primary document for the N Reactor ancillary facilities is the EE/CA for the 100-N Area Ancillary Facilities and Integration Plan, DOE/RL-97-22 Rev. 1. A listing and description of the 100 N Area waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 “River Corridor Remediation Baseline”, Pages A1-20 through A1-23. Additional waste site information can also be found on the Waste Information Data System (WIDS).

- (B) Waste Sites: The contractor shall complete the remediation of 11 waste sites, as specified in Table C.2, in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document. The Remaining Sites ROD provides a mechanism to include similar waste sites. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.
- (C) N Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 5 buildings specified in Table C.2 in the 100N Area as described in EE/CA DOE/RL-97-22. The contractor shall work with DOE to obtain regulatory approval for this action consistent with the EE/CA.
- (D) N Reactor: The contractor shall complete the design and work with DOE to obtain regulatory approval for placing the reactor into ISS as described in C.4.1.3 (D). This includes submitting and obtaining approval of the EE/CA, action memorandum, removal action plan, DQO/SAP, and design report for this work. The contractor shall provide surveillance and maintenance of N Reactor and associated ancillary facilities in accordance with the terms and conditions of this contract.

#### **C.3.1.4.7 White Bluffs and Hanford Town Site Area**

- (A) The 100-IU-2 Operable Unit includes the site of the former town of White Bluffs. White Bluffs was an agriculture-based community of about 500 people that existed before the Manhattan Engineering District Project began in 1943. Many of the sites in the 100-IU-2 Operable Unit are remnants of the town and surrounding farms.
- (B) The 100-IU-6 Operable Unit is located at the site of another former agriculture-based town, called Hanford, that also existed before government operations began. By 1942, the town had grown to a few hundred farming families. Starting in 1943, the area was used for several years as a housing camp for more than 45,000 construction workers. In general, the waste sites include surface debris, oil spills, trash dumps, building foundations, surface depressions, and ash piles.
- (C) The contractor shall remediate the 38 waste sites located in the Hanford and White Bluffs Town Sites in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, the back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD

and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document. The Remaining Sites ROD provides a mechanism to include similar waste sites. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.

#### **C.3.1.4.8 100 Area Surveillance and Maintenance**

The contractor shall provide surveillance and maintenance of assigned 100 Area facilities, in accordance with the terms and conditions of this contract. The assigned facilities are listed in Section J, Appendices 3 and 4.

### **C.3.2 300 Area Phase I Work**

#### **C.3.2.1 300 Area Operable Units**

The 300 Area is a National Priority List site under the *Comprehensive Environmental Response Compensation and Liability Act of 1980* (CERCLA) and comprises three operable units. The 300-FF-1 Operable Unit and 300-FF-2 Operable Unit are contaminated waste source sites. The 300-FF-5 Operable Unit represents areas of contaminated groundwater, and are not part of the SOW.

#### **C.3.2.2 RCRA Permitted Storage/Treatment Area**

Building 324 Radiochemical Engineering Cells, High-Level Vault, and Low-Level Vault were determined by Ecology to be operated as non-permitted treatment and storage units. The contractor shall close these units to meet the Tri-Party Agreement Milestone M-89-00 in accordance with the *324 Building Radiochemical Engineering Cells, High-Level Vault, Low-Level Vault, and Associated Areas Closure Plan* (DOE/RL-96-73, Rev. 1). The closure plan recognizes that some piping and related soil contamination associated with the dangerous waste activities may not be readily accessible. In those cases, the closure plan allows cleanup actions to be coordinated with future CERCLA remedial actions. Once the 300-FF-2 remedial actions are completed, verification sampling will be performed, if necessary, to demonstrate cleanup in accordance with the approved closure plan.

#### **C.3.2.3 300 Area Detailed Phase I Work Descriptions**

##### **C.3.2.3.1 Building 324**

(A) The 324 Building is a Hazard Category II nonreactor nuclear facility designed to be highly adaptable and able to accommodate spent nuclear fuel and materials characterization and radioactive waste treatment process development and demonstration, from laboratory to pilot scale, at varying levels of radiation, from background to mega-curies. The 324 Building was used for the examination and mechanical testing of irradiated test specimens. The facility has a gross square footage of 101,709 and includes laboratories, support buildings, and offices.

- (B) The building was constructed in 1964-65. Since then, additional laboratories and administrative areas have been added. The facility contains a partial basement, and first, second, and partial third floors. The radiological laboratories include two hot cell facilities (REC and SMF) and various low-level radiological labs and non-radiological labs. B-Cell alone contains a radioactive inventory in excess of 500,000 curies, including spent nuclear fuel rods. This curie content causes the radiation levels inside the cell to be in the thousands of R/h, which dictates remote handling of material. Support facilities include the storage vault (empty), used for storing special nuclear material (SNM) (located in the basement), and the machine shop. Two vault areas, High Level and Low Level, are equipped with tanks for the temporary storage of radioactive liquid wastes and other building generated solutions. Administrative areas include office spaces and lunchrooms. The building is equipped with a telephone system, local area network computer lines, evacuation alarms, crash phone system, PA system, fire alarms, criticality alarms, and radioactive airborne emissions stack monitoring (on the main stack). The building has a total floor area of about 67,000 square feet, however, only 31,005 square feet is accessible. The foundation structure is poured-in-place reinforced concrete and the superstructure is constructed from insulated fluted steel industrial panels supported on a structural steel frame. The parapet roof has a slightly sloped steel deck covered with concrete with a class II, 20-year, built-up gravel-finish. The radiation shielding of the hot cell walls is provided by thick concrete (4.5 feet normal, 4.0 feet dense).
- (C) The contractor shall complete removal, packaging (to meet the Hanford Site Solid Waste Acceptance Criteria), and shipment of all 324 Building held 300 Area Special-Case-Waste and material to the Hanford Site 200 Area to support meeting TPA milestone M-92-16. The inventory shall consist of all 300 Area Special-Case wastes as documented in the Special-Case-Waste Project Management Report, HNF-5068, Rev. 1A, except those located in buildings 325, 326, 329, and 340.
- (D) The contractor shall complete TPA Milestone M-89-00 and complete closure of non-permitted Mixed Waste Units in Building 324, as described in DOE/RL-96-73, Rev. 1. The contractor shall develop a strategy to renegotiate with the regulators the RCRA Closure Plan to integrate the RCRA and CERCLA closure process, in order to reduce waste, personnel exposure, and cost of D<sup>4</sup>.
- (E) The contractor shall D<sup>4</sup> the 324 Building and associated buildings and structures. This includes all activities necessary to take the facility to the point at which total demolition and removal of the facility and the resulting waste, material, and debris is complete. These activities include radiological surveys, decontamination, asbestos removal, facility demolition, waste removal, waste disposal, and site restoration. All waste and spent fuel shall be removed, packaged, and properly disposed of or stored in accordance with the terms and conditions of this contract.

#### **C.3.2.3.2 Building 327**

- (A) The 327 Building has a gross square footage of 32,000 and is a Hazard Category II nonreactor nuclear facility, which houses the Post-Irradiation Testing Laboratory. The facility consists of specially equipped, shielded, and ventilated hot cells and laboratories designed for physical and metallurgical examination and testing of irradiated fuels, concentrated fission products, and irradiated structural materials. The hot cells currently contain irradiated materials, including fuel characterization samples, and are highly contaminated. Radiation levels inside the cells are up to 300 R/h. Due to past

facility loss of confinement incidents, the canyon portion of the facility has fixed contamination areas that will be exposed during D<sup>4</sup>.

- (B) Construction of the 327 Building began in 1951 and operations commenced in 1953. The building is a single-story structure with a partial basement. The maximum dimensions of the building are 215' x 140' x 32'. There are four major areas inside the building: the canyon, the storage and transfer area, the NW storage area, and the basement. The building is equipped with standard evacuation alarms, crash phones, PA system, commercial phone system, and internal LAN equipment. The building has a welded steel framework with exterior walls made of insulated fluted steel panels. The first-floor laboratory is reinforced concrete (steel decking with concrete) and finished with paint. Interior partitions are overlapping metal panels with sealed joints. Suspended ceilings in the lower ceiling areas (none present in the canyon) are perforated metal sections backed with fiberglass pads. The change room and offices have fiberglass pads.
- (C) The contractor shall D<sup>4</sup> the 327 Building and associated buildings and structures. This includes all activities necessary to take the facility to the point at which total demolition and removal of the facility and the resulting waste, material, and debris is complete. These activities include radiological surveys, decontamination, asbestos removal, facility demolition, waste removal, waste disposal, and site restoration. All waste shall be removed, packaged, and properly disposed of in accordance with the terms and conditions of this contract. All 327 Building held 300 Area Special-Case-Waste and material shall be shipped to the Hanford Site 200 Area to support meeting TPA milestone M-92-16.

#### **C.3.2.3.3 Small Facility D<sup>4</sup>**

The contractor shall D<sup>4</sup> 22 small facilities in the 300 Area, as specified in Table C.2. This includes all activities necessary to take the facilities to the point at which total demolition and removal of the facilities and the resulting waste, material, and debris is complete.

#### **C.3.2.3.4 Uranium Disposition**

The contractor shall dispose of the unirradiated uranium (approximately 825 metric tons) located within the shutdown 300 Area Fuel Supply facilities in the 200 Area Low Level Burial Grounds by September 30, 2006.

#### **C.3.2.3.5 Remediate Waste Sites**

- (A) The contractor shall complete the remediation of 35 waste sites including 7 burial grounds within the 300 Area, as specified in Table C.2, in accordance with the approved applicable RODs. This includes removal of contaminants to clean-up levels specified in the ROD, the backfill with clean materials, revegetation, and surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document. The contractor shall submit a CVP for each waste site (or group of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered complete until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.

- (B) The 300 Area waste sites include trenches, storage areas, process plants, process sewers, french drains, unplanned releases, landfills, and burial grounds. Characteristics of the 300 Area Complex waste sites are summarized below.
- (1) Most 300 Area Complex sites lie beneath existing facilities and/or paved areas and are directly impacted by current operations and/or future D<sup>4</sup>. Within the 300 Area, boundaries of contamination are not well defined, and sites often overlap each other. Implementation of 300-FF-2 remedial actions will require integration with ongoing use of the 300 Area and D<sup>4</sup>.
  - (2) The general content burial grounds operated from the mid-1940s to mid-1970s to support 300 Area fuel fabrication and laboratory activities. They received a broad spectrum of chemical and radiological waste. The 300 Area burial grounds are difficult to characterize due to their heterogeneous nature, and quantitative characterization data are generally not available. Records documenting the inventory of many of the 300 Area burial ground sites are poor, especially for sites operated in the 1940s and 1950s. The 618-1 burial ground is located in the north end of the 300 Area complex under 3 small storage buildings (303M, 334A, and 334), a concrete pad, and gravel area.
- (C) The contractor shall treat the 618-4 burial ground drums staged at ERDF to meet the ERDF disposal criteria and dispose of this waste in ERDF (see Section C.3.2.4.1).
- (D) The contractor shall submit a CVP for each waste site (or group of waste sites) to the lead regulator and obtain regulator approval for the waste sites in the 300-FF-1 operable unit. Remediation of a waste site is not considered complete until the regulator has approved the CVP. The contractor shall backfill and revegetate these waste sites as specified in the ROD and the terms and conditions of this contract.

#### **C.3.2.3.6 Regulatory Approvals**

The contractor shall complete EE/CA(s) for all 300 Area buildings/facilities for D<sup>4</sup>. This includes completing and obtaining regulator approval for the EE/CA, action memorandum, removal action work plan, DQO/SAP, and design report.

#### **C.3.2.3.7 300 Area Surveillance and Maintenance**

The contractor shall provide surveillance and maintenance of assigned 300 Area facilities in accordance with the terms and conditions of this contract. The assigned facilities are listed in Section J, Appendices 3 and 4. For Phase I only, the surveillance, maintenance, and operations of the Building 340 complex (including the 307 basins) shall be the responsibility of the Site Management Contractor.

#### **C.3.2.4 River Corridor Waste Management Operations**

The contractor shall remove waste resulting from the work specified in this contract from the River Corridor and transport it to approved Hanford Site disposal and/or storage sites, as specified in Sections C.3.2.4.1 and C.3.2.4.2.

#### **C.3.2.4.1 ERDF Waste Disposal Operations**

- (A) The Environmental Restoration Disposal Facility (ERDF) is located near the 200-West Area. The facility began operations in July of 1996 and was designed to serve as the central disposal site for contaminated waste removed during cleanup operations conducted under CERCLA on the Hanford Site. In order to provide a protective barrier, the earthen facility was constructed with RCRA subtitle C compliant double liners and a leachate collection system. As of early calendar year 2001, the facility had received 2,654,000 tons of contaminated soil and other waste.
- (B) The contractor shall operate, and maintain ERDF in accordance with the approved regulatory documents specified in Section C.14.3 and expand ERDF as needed. The contractor shall accept CERCLA waste at ERDF from other Hanford Site contractors on a cost reimbursable basis and in a not-to-interfere manner with disposal of River Corridor waste. The cost to accept other Hanford Site contractors waste will not be part of the contractors target cost or fee determination. The contractor shall ensure all waste disposed of in ERDF is CERCLA waste, approved by EPA, and meets the Waste Acceptance Criteria for ERDF as specified in the *Environmental Restoration Disposal Facility Waste Acceptance Criteria, BHI-00139, Rev. 3*.
- (C) The contractor shall dispose of waste generated during Phase I and Phase II cleanup operations conducted under CERCLA at ERDF as applicable. The contractor shall treat the waste as needed, to meet the ERDF acceptance criteria specified in (B) above.
- (D) The contractor shall ensure leachate transferred to the 200 Area Effluent Treatment Facility (ETF) is in compliance with the Leachate and Waste Water Management Plan, RFS-ERDF-002.6, dated August 25, 1999. ETF will accept compliant leachate at no cost to the contractor.

#### **C.3.2.4.2 Other Waste Disposal and Storage Sites**

- (A) The contractor shall package waste not suitable for ERDF to the applicable packaging requirements for transuranic, low level, low level mixed, hazardous, and sanitary waste (as defined in the Hanford Site Solid Waste Acceptance Criteria, HNF-EP-0063, Rev. 6) and transport the waste to approved disposal or storage sites. This document can be viewed at <http://www.hanford.gov/wastemgt/wac/>. Hanford Site waste facilities include:
- (1) The Central Waste Complex (CWC) is a storage unit for low-level mixed, TRU, TRU mixed, TSCA PCB waste, and other waste types requiring treatment before disposal (e.g., non-regulated low-level organic liquids, unstabilized chelating compounds, and contact-handled low-level waste exceeding radiological disposal criteria). Waste stored at CWC will be treated and repackaged as required for disposal as treatment capabilities become available. TRU waste is sent to the 200 Area, where Nondestructive Examination/Nondestructive Analysis, visual examination, and repackaging into a TRUPACT II for transport to WIPP is performed.
  - (2) The Low-Level Burial Grounds at Hanford provide for disposal of low-level radioactive wastes and the storage and disposal of mixed low-level wastes.

- (B) The CWC manages waste having characteristic waste numbers D001 through D043, all listed discarded chemical product waste numbers (U- and P- listed waste), certain F-listed waste (F001 through F005, F020 through F023, F026 through F028, and F039), and all Washington state-only waste numbers. In addition, the CWC manages TSCA PCB waste from Hanford Site generators in accordance with 40 CFR 761. The CWC also can store waste from CERCLA cleanup activities.

## **C.4 River Corridor Work Summary Phase II Option (100 and 300 Areas)**

- (A) The River Corridor Project will be executed in two Phases. Phase I (Section C.3) is the core work of this contract. The work described in this subsection is in addition to the Phase I work. Phase II is an option which will be exercised in accordance with Section H of this contract. Section J, Appendix 4 provides a complete listing of waste sites, burial grounds, and buildings to be D<sup>4</sup> in Phase II. For Phase II, the Contractor shall:

- (1) Remediate 244 soil sites, including four burial grounds, see Table C.1 for a breakout of waste sites by area. Regulatory approved clean-up levels generally require the following:
  - (a) Removal of radioactivity to achieve a committed effective dose equivalent from all pathways of less than 15 mrem/year to the maximally exposed individual
  - (b) Protection of the groundwater and the Columbia River
  - (c) Removal of the engineered buildings/structures
  - (d) Removal of hazardous contaminants to residential (100Area) or industrial (300 Area) use cleanup levels.
- (2) Obtain regulatory approval for the remediation of waste sites currently are not included in existing CERCLA decision documents. The Remaining Sites ROD provides a pathway to add sites.
- (3) Complete remediation of the River Effluent Pipelines in the K Area. This includes obtaining regulatory approval for final disposition as well as performing any support activities (e.g. Engineering studies, RDR, and appropriate CERCLA decision documentation).
- (4) Complete the interim long-term safe storage of 3 plutonium production reactors (KE, KW, and N Reactors). This involves D<sup>4</sup> of the reactor facilities up to the shield wall of the reactor core or block along with the removal of associated underground and above ground piping, structures, and lines.
- (5) D<sup>4</sup> excess buildings and structures in the 100 and 300 Areas.
- (6) Remove hazardous and radioactive waste and other material generated from the above activities from the River Corridor to Hanford Site appropriate disposal or storage facilities.
- (7) Provide surveillance and maintenance of the 100 and 300 area facilities in accordance with the terms and conditions of this contract.

- (8) Develop a Long Term Stewardship Plan for the 100 and 300 Areas and obtain approval of DOE and the regulators. The term “Long Term Stewardship” refers to the physical controls, institutions, information, and strategies needed to limit human exposure to, and environmental contamination from, remaining site hazards after the cleanup is completed. Attributes of the plan include the following:
  - (a) Ability to demonstrate the long-term effectiveness of institutional controls
  - (b) Ability to monitor, maintain, and replace engineered controls
  - (c) Ability to identify uncertainties and develop contingency plans
  - (d) Full life-cycle cost accounting.
- (9) Draft the petition to the EPA for removing the 100 and 300 Areas from the NPL, and obtain DOE approval.
- (10) Complete the ecological baseline risk assessment per CERCLA for the 100 K, 100 N, 100 D, and 300 Area operable units and obtain DOE approval.
- (11) Complete a Final Record of Decision for the completed operable units in the 100 and 300 Areas, and obtain DOE approval. The DOE will then forward the final ROD for approval by the EPA.

#### **C.4.1 100 Area Detailed Phase II Work**

##### **C.4.1.1 D Reactor Area**

- (A) The D Reactor Area is approximately 2 square miles and includes 2 miles of Columbia River shoreline. There are two reactors within this area and 66 waste sites, including 16 burial grounds. The DR Reactor will be placed in ISS in FY02. The ISS of D Reactor and D&D of the ancillary facilities are currently scheduled for completion in FY03. A description of 105-DR and 105-D Reactors can be found in the RAWP for 105-DR and 105-F Building Interim Safe Storage Projects and Ancillary Buildings DOE/RL-98-37 Rev. 3 and in the RAWP for 105-D and 105-H Building Interim Safe Storage Projects and Ancillary Buildings, DOE/RL-2000-57 Rev. 0. Additional information can be found in the EE/CA for the 105-DR and 105-F Reactor Facilities and Ancillary Facilities, DOE/RL-98-23 Rev. 0. A listing and description of the waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 “River Corridor Restoration Baseline,” pages A1-13 through A1-15. A description of the burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Additional waste site information can also be found on the Waste Information Data System (WIDS).
- (B) Waste Sites: The contractor shall complete the remediation of 1 burial ground in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document (e.g. river effluent pipelines). The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the

contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.

#### **C.4.1.2 KE and KW Reactor Area**

- (A) The 100-KE/KW Reactor Area is approximately 4 square miles and includes 2 miles of Columbia River shoreline. The area consists of two reactors and 104 waste sites including two burial grounds. A listing and description of the waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 "River Corridor Restoration Baseline." Pages A1-16 through A1-19. A description of these burial grounds can be found in Table A-1 of the Declaration of the Record of Decision for the 100 Area Burial Grounds. Additional waste site information can also be found on the Waste Information Data System (WIDS). Cleanup of this two-reactor complex follows the removal of spent nuclear fuel from the KW and KE fuel storage basins, and subsequent facility deactivation work. The removal of spent nuclear fuel, deactivation of fuel removal equipment, and the removal of hardware, debris, sludge, and water from the basins are the responsibility of the Spent Nuclear Fuel Project contractor, currently Fluor Hanford, Inc. Waste site remediation work is scheduled to begin in FY03 because the type of soil in the 100-KE/KW is needed to effectively balance the mixture of wastes being generated in other areas of the Hanford Site and disposed of in ERDF.
- (B) Waste Sites: The contractor shall complete the remediation of the 96 waste sites including 2 burial grounds in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document (e.g. river effluent pipelines). The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.
- (C) KE and KW Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 29 buildings in the 100 K Area as specified in Section J, Appendix 4. The contractor shall perform all work consistent with approved regulatory documents.
- (D) KE/KW Reactors: The contractor shall place KE and KW Reactors into ISS in accordance with the approved EE/CA. The contractor shall provide surveillance and maintenance of KE and KW Reactors in accordance with the terms and conditions of this contract and repair the reactor block building as needed to maintain ISS.

### C.4.1.3 N Reactor Area

- (A) The 100-N Area is approximately 4 square miles and includes 2 miles of Columbia River shoreline. The site consists of one reactor, 72 contaminated or potentially contaminated facilities and equipment including the Exhaust Air Stack, and the Radioactive Liquid and Waste Treatment Facility and 95 waste sites. There are no burial grounds within the N Reactor Area. The authorization basis document which applies to the 100-N Area is the Surplus Reactor Auditable Safety Analysis, BHI-01172, Rev. 1. The primary document for the N Reactor ancillary facilities is the EE/CA for the 100-N Area Ancillary Facilities and Integration Plan, DOE/RL-97-22 Rev. 1. A listing and description of the 100 N Area waste sites is available in Appendix A1, DOE/RL-2000-78, Rev 0, Site Outcome Baseline, Vol. 1 “River Corridor Remediation Baseline”, Pages A1-20 through A1-23. Additional waste site information can also be found on the Waste Information Data System (WIDS).
- (B) Waste Sites: The contractor shall complete the remediation of the 77 waste sites in accordance with the approved applicable ROD. This includes removal of contaminants to the clean-up levels specified in the ROD, back fill with clean materials, revegetation, and the surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document. The Remaining Sites ROD provides a mechanism to include similar waste sites. In addition, the contractor shall remediate contaminated linear piping in accordance with an approved CERCLA-decision document. The contractor shall submit a cleanup verification package (CVP) for each waste site (or groups of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered completed until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.
- (C) N Reactor Ancillary Facilities: The contractor shall D<sup>4</sup> 67 buildings in the 100N Area as described in EE/CA DOE/RL-97-22. The contractor shall perform all work consistent with approved regulatory documents.
- (D) N Reactor ISS: The contractor shall place Buildings 109-N and 105-N into an interim safe storage condition. Specifically the contractor shall:
- (1) D<sup>4</sup> 109-N. This includes removing the primary and secondary reactor plant piping and components.
  - (2) D<sup>4</sup> the 105-N fuel storage basin. The fuel storage basin includes the basin pool, the transfer area, discharge chute operating deck, and the superstructure volume around the pools and lift station. This work includes the strip-out of internal structures and equipment up to the shield wall of the N Reactor block.
  - (3) D<sup>4</sup> all portions of the 105-N building structure not covered by the above work scope that lie outside of the shield walls that surround the reactor block.
  - (4) Place the remaining reactor block into a safe storage condition as follows:

- (a) Containment of the core such that release of radioactive or other hazardous materials to the environment is not credible under normal design basis conditions for facility safe storage lifetime of 75 years. This may require a new roof over the reactor block.
  - (b) Sealing shield wall penetrations such that they have at least the same structural integrity of the existing walls.
  - (c) Limit interim inspections of the interior of the shield walls to a minimum of a five-year frequency.
- (5) Demolish the remaining 100-N area facilities and above ground structures not covered in above. This includes offices, maintenance shops, storage buildings, utility lines, and above ground piping.
- (6) The contractor shall provide surveillance and maintenance of N Reactor in accordance with the terms and conditions of this contract and repair the reactor block building as needed to maintain ISS.

#### **C.4.1.4 100 Area Surveillance and Maintenance**

The contractor shall provide surveillance and maintenance of the 100 Area facilities, in accordance with the terms and conditions of this contract.

#### **C.4.2 300 Area Detailed Phase II Work**

##### **C.4.2.1 D<sup>4</sup> 300 Area Facilities**

The contractor shall D<sup>4</sup> 122 facilities in the 300 Area, as specified in Section J, Appendix 4. This includes all activities necessary to take the facility to the point at which total demolition and removal of the facility and the resulting waste, material, and debris is complete. These activities include radiological surveys, decontamination, asbestos removal, facility demolition, waste removal, waste disposal, and site restoration. All waste and material shall be removed, packaged, and properly disposed or stored of in accordance with the terms and conditions of this contract.

##### **C.4.2.2 Remediate Waste Sites**

The contractor shall complete the remediation of 70 waste sites including 1 burial ground within the 300 Area, in accordance with the approved applicable RODs. This includes removal of contaminants to clean-up levels specified in the ROD, the backfill with clean materials, revegetation, and surveillance and maintenance (i.e. institutional controls) of the waste sites as specified by the ROD and the terms and conditions of this contract. The contractor shall work with DOE to obtain regulatory approval to remediate any waste site not included in a previous CERCLA decision document. The contractor shall submit a CVP for each waste site (or group of waste sites) to the lead regulator and obtain regulator approval. Remediation of a waste site is not considered complete until the regulator has approved the CVP, and the contractor has backfilled and revegetated the site.

#### **C.4.2.3 300 Area Surveillance and Maintenance**

The contractor shall provide surveillance and maintenance of assigned 300 Area facilities, in accordance with the terms and conditions of this contract.

#### **C.4.2.4 River Corridor Waste Management Operations**

See Section C.3.2.4.

### **C.5 Environment, Safety, Health and Quality Assurance (ESH&Q)**

- (A) The River Corridor remediation project and this contract has a mission of accelerated closure. The nature of this contract along with the financial incentives for accelerated completion or for cost effectiveness should never compromise or impede full and effective implementation of the Integrated Safety Management (ISM) System and full ESH&Q compliance. The Contractor shall establish a single project wide ISM system, in compliance with the Section I Clause, *Integration of Environment, Safety and Health into Work Planning and Execution*, and Section B Clause *Conditional Payment of Fee*. This system shall clearly communicate the roles, responsibilities, and authorities of line managers; hold line managers accountable for the performance of work in a manner ensuring protection of workers, the public, and the environment; ensure quality work and define minimum performance requirements of the system. The Contractor shall submit to the CO for approval the integrated safety management system description per the above clauses nine months after contract award. Until DOE approves this system, the Contractor must use the existing Integrated Safety Management system descriptions.
- (B) The Contractor shall:
- (1) Establish a structured approach to planning and control of work including identification, management and implementation of ESH&Q standards and requirements appropriate for the work to be performed and for controlling related hazards, while facilitating the effective and efficient delivery of work. The contractor shall implement the requirements identified in the Section I Clause entitled, *Laws, Regulations and DOE Directives*. The contractor is encouraged to follow DEAR clause 970.5204-2(c) to tailor the requirements to the work. Full utilization of the flexibilities afforded by this clause will require a phase-in period for implementation.
  - (2) Implement a program to track and address environmental compliance issues and implement requirements (including but not limited to permitting, environmental reporting, Consent Decrees, Tri-Party Agreement reporting/management, pollution prevention, waste minimization).
  - (3) Establish annual integrated environment, safety and health performance objectives, measures, and commitments.
  - (4) Submit a Quality Assurance Program plan in accordance with CRD 414.1A and 10 CFR 830.120 to DOE for approval prior to beginning work. The contractor may accept and implement existing QAPs.

## C.6 Management Products and Controls

- (A) This section describes the management products and controls required during the Contract period. DOE intends to manage the River Corridor project as a single project by DOE/RL, while still allowing the Contractor autonomy to accomplish the work scope defined in the Contract.
- (B) Project Management Plan: The Contractor shall prepare a Project Management Plan describing the approach for managing and controlling the project. The Project Management Plan shall be submitted for DOE approval (Table C.4, Deliverable 1.1), and shall include two distinct sections: the description of the Project Control System and the description of the Project Baseline. Content and information requirements for the Project Control System and the Project Baseline are described below.
- (C) River Corridor Project Control System:
- (1) Project Control System Requirements: The Contractor shall establish, maintain, and use a Project Control System, which supports successful completion of the contract work during all activities (e.g., remediation, decontamination, demolition). The System must produce disciplined and accurate planning, budgeting, reporting, and change control data. The Contractor shall provide all necessary information and support related to the River Corridor Project to enable DOE to proceed with the Critical Decision process (DOE Order 413.3) and to enable DOE to meet the data requirements of the Integrated Planning, Accountability, and Budgeting System, except the module on technology-related data.
  - (2) Project Control System Description: As part of the Project Management Plan, the Contractor shall provide for DOE approval a description of the Project Control System. Upon approval by the Contracting Officer, the Contractor shall fully implement the Project Control System. The description of the Project Control System shall articulate the management processes and controls utilized to manage and control work, complete Contract requirements, and meet the requirements of ANSI EIA-748, Earned Value Management Systems. The description of the Project Control System shall, at a minimum, include:
    - (a) Definition of the management processes that assure disciplined and accurate planning, budgeting, reporting and change control.
    - (b) A clear definition of what information makes up the baseline and where that information resides.
    - (c) A clear articulation of the methodology to be utilized for determining earned value.
    - (d) The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel.
    - (e) The organizational and management interfaces between the Contractor and RL, and other Hanford Site contractors (e.g. 200 Area Waste Operations/SMC and 300 Area Buildings/Battelle Memorial Institute), and the process to manage the interfaces.
    - (f) The approach the Contractor will use to implement project control processes including:
      - (i) Configuration management;

- (ii) Baseline change control;
  - (iii) Contract management;
  - (iv) Performance measurement;
  - (v) Information and reporting;
  - (vi) Interface management;
  - (vii) Work authorization;
  - (viii) Work management;
  - (ix) Risk management;
  - (x) Construction project management; and
  - (xi) Communications and stakeholder involvement.
- (f) The configuration management process that controls changes to the physical configuration of project facilities, structures, systems and components in compliance with ANSI/EIA-649, *National Consensus Standard for Configuration Management*.
- (g) The value engineering process that uses systems engineering tradeoffs and functional analyses to identify alternate means of achieving the same function at a lower life-cycle cost.
- (h) The scope, cost, and schedule baseline development process and the hierarchy of documents/data systems to be used to describe and maintain that baseline.
- (i) A brief summary of any supporting procedures and plans to be used to implement the project including applicable engineering standards, practices, or guides.
- (3) Project Control System Changes: A revised description of the Project Control System shall be submitted for DOE approval when significant changes are required in management processes. The Contracting Officer may direct additional compliance reviews to determine whether the Contractor is operating the system efficiently and producing accurate planning, budgeting, reporting, and change control data. The Contractor shall provide the DOE Contracting Officer or designated representatives with access to all pertinent records, data, and plans for purposes of initial approval, approval of proposed changes, and the ongoing operation of the project control system.

(D) River Corridor Project Baseline:

- (1) Project Baseline Requirements: The Contractor shall develop and maintain an integrated and traceable scope, schedule, and cost baseline for the River Corridor Project to be delivered to DOE for approval (Table C.4, Deliverable 1.2) “Traceable” entails both vertical traceability from the lowest to the highest levels of detail within the WBS and lateral traceability from the technical scope definition to the scheduled estimate to the cost estimate. The lifecycle of the baseline covers the entire River Corridor Project as described in Sections C.1, C.2, C.3, and C.4. The baseline shall include: River Corridor Project work scope descriptions, an estimate of the schedule to implement the project work scope, and an estimate of the cost to implement project work scope on the projected schedule. The assessment of the risks to achieving the baseline is to be addressed as part of the schedule and cost estimate description. River Corridor Project Baseline summary information at the PBS level related to the technical work scope, schedule and cost shall be included in the Project Management Plan.
- (2) River Corridor Project Baseline Description: The description of the River Corridor Project Baseline shall contain sufficient scope, schedule, and cost information (including contingency) to

support development and maintenance of an integrated RL Baseline and support the annual budget process. The River Corridor Project Baseline shall, at a minimum, contain:

- (a) Scope:
  - (i) A key assumptions list including assumptions made by the Contractor, especially those indicating performance or milestones to be accomplished by the DOE or Hanford Site Contractors. The assumptions define the basis for the River Corridor Project schedule and cost baseline;
  - (ii) DOE actions and decision points describing all DOE activities (e.g. all DOE-required action items) including Critical Decisions (DOE Order 413.3), other decision points, and regulatory actions to be accomplished for the Contractor's plan to be successful. The activities, decision points, and regulatory actions shall be specifically included in both the top-level or lower-level logics;
  - (iii) The work breakdown structure (WBS) including "dictionary" descriptions of elements of work for the entire WBS; and
  - (iv) The clear identification of specific facilities, waste sites, and materials and the cleanup functions to which they are related.
  
- (b) Schedule: Each activity box in the top-level logic shall be a traceable rollup from the contractor's more detailed schedules utilized to manage and control the execution of the work. There shall be a one-to-many relationship between the top-level and the lower-level logics. The schedule updates shall be provided to DOE as an electronic file on CD-ROM. Additionally, the Contractor shall provide DOE monthly schedule updates and shall work with RL to resolve schedule discrepancies. The schedule shall:
  - (i) Be logic driven and show the duration of tasks, milestones, and critical path;
  - (ii) Show the relationships among River Corridor project activities and other RL activities, and depict the relationships by facility and interdependencies among the top-level River Corridor activities;
  - (iii) Contain sufficient levels of detail to promote understanding of the logical sequence of activities and identify all interfaces between performing organizations;
  - (iv) Be resource loaded with cost, labor hours, and quantities, resulting in a well defined cost profile at all levels of the WBS;
  - (v) Be consistently aligned between the information provided in the lower level logic of the project and that in the top level logic; and
  - (vi) Be clearly tied to the technical scope baseline at all levels (i.e. "hammocked")
  
- (c) Cost: The River Corridor Project Baseline shall include a summary of the project cost baseline at the PBS level by fiscal year, a life-cycle cost estimate by fiscal year at one level below the PBS level, and a monthly spending plan for the current Fiscal Year (FY) at one level below the PBS. The River Corridor Project Baseline and supporting documentation package shall be submitted both as a written report and electronically containing the following information:
  - (i) Description of the type and purpose of the estimate being performed;

- (ii) Description of the methodology of how the estimate was developed;
- (iii) Description of the entire WBS and a description of the methodology for its development. The WBS shall be developed below the existing DOE WBS (level three, which are the DOE Headquarters Project Baseline Summaries);
- (iv) Detailed technical description of the scope to be performed for each of the WBS elements. This shall include, as a minimum, performance specification(s) and the work activities required, but it shall also identify any work specifically excluded, any constraints or special conditions, ground rules, assumptions, and drivers;
- (v) Estimating backup materials, including equipment lists, detailed specifications, plans and drawings, calculations, databases used, historical data, cost estimating relationships, and actual quotes;
- (vi) Details of indirect cost and a description of the work covered by indirect costs and how the indirect costs were estimated and developed;
- (vii) Explanation and description of overhead and general and administrative rates, as well as the elements included;
- (viii) Description and breakdown of how a standard base hourly labor rate is burdened to arrive at the estimated hourly rate;
- (ix) Definitions and delineation for and categorization of costs into labor, material, equipment, travel, overheads/indirects, fee, taxes, contingency, and other;
- (x) Full delineation of any use of productivity or related factors clearly identifying when and where used and the basis for the utilization;
- (xi) Written analysis of how contingency/risk was determined. This includes all pertinent information necessary to understand and perform the calculations. Contingency shall be clearly discernable from all other costs. The probability distribution curve and the cumulative probability distribution curve reflecting the costs used to establish the River Corridor Project Target Costs shall be described;
- (xii) Estimate history, if the current estimate is a revision to an earlier estimate and a cross walk between submitted revisions;
- (xiii) Basis of escalation, if applicable;
- (xiv) Sub-tier contractor estimates detailing the same information as required by the Contractor and be traceable to the cost estimate and WBS;
- (xv) Names of the key preparers of the estimate;
- (xvi) Basis of estimate information shall be provided at the level at which it was derived;
- (xvii) The activities of the detailed cost estimate must be clearly linked to the schedule activities through the WBS. The cost estimate summary information must also be directly traceable to supporting detailed cost estimates through use of the same structure. This WBS must be summarized to the Level 3 element of the DOE-RL WBS. Supporting estimates must be structured and formatted to clearly display the typical elemental costs (e.g. direct costs for labor, materials, subcontracts; departmental overheads; General and Administrative, contingencies; and escalation) within the estimate. The estimate package will be assembled in a manner that displays the information in a traceable and logical progression from estimated resource requirements of an individual activity to the total estimated cost of a Project Baseline Summary.

- (d) Contingency Utilization Profile: A cumulative project contingency utilization profile defining total cumulative contingency utilization against time for the lifecycle project duration.
- (i) The cumulative estimated project contingency utilization profile establishes projected contingency requirements, allocated to each major project activity and shall be directly traceable and linked to the schedule baseline and cost baseline. The Contractor may utilize all contingency defined in the cumulative estimated project contingency utilization profile up to the limits established for that point of time on the profile.
  - (ii) DOE and the Contractor shall review the Contractor's utilization of contingency relative to the cumulative estimated project contingency utilization profile on a quarterly basis. The Contractor shall notify DOE, as soon as practicable but at least 30-days in advance, when contingency utilization is projected to exceed the cumulative estimated project contingency utilization profile at any given period in performance. DOE approval shall be required to utilize contingency in excess of the cumulative estimated project contingency utilization profile.

(E) Change Control

- (1) Change Control Process: The Contractor shall implement disciplined change control according to the methods approved in the Project Control System section of the Project Management Plan (Table C.4, Deliverable 1.1). Change control and trend monitoring shall be implemented concurrent with DOE approval of the River Corridor Project Baseline (Table C.4, Deliverable 1.2).
- (2) Baseline Thresholds: As part of the Project Control System section of the Project Management Plan (Table C.4, Deliverable 1.1), the Contractor shall propose thresholds to define DOE and Contractor change authority. Thresholds do not apply to proposed changes in Target Cost (for fee calculations as specified in Section B), fees, and regulatory milestones (Section C.11) since DOE approval is required for all changes related to these elements.
- (3) Target Cost and Fee Change: Any changes to target cost or fee shall be executed only by a Contract modification pursuant to the Contract terms and conditions.

(F) River Corridor Project Reporting

- (1) Baseline Reporting System: The Contractor shall develop a reporting system that reports project performance on the technical work scope, schedule, and cost profile defined in the River Corridor baseline at a level agreed to by DOE. The requirements and procedures for this system shall be defined in the Project Management Plan.
- (2) Monthly Status Reports: The Contractor shall prepare monthly written status reports, and transmit them to DOE by the 15<sup>th</sup> calendar day of the following month for information (Table C.4, Deliverable 1.3), commencing the first month after Contract execution. Status reports shall include narrative and performance curves (earned value based on the schedule) for the cost and job hour status (e.g., planned, actual, and forecast percents complete). The percent variances shall be identified and addressed. Status reports shall include data for the total project cost and

performance for the major WBS elements. Each quarter, on the same schedule as (h) below, a briefing will accompany the report. The monthly status report and briefings shall include the following:

- (a) A comparison of the amount of work completed against the project baseline (e.g. actual versus planned for number of waste sites remediated, number of buildings demolished, amount of contaminated soil disposed of), including an earned value analysis, major project milestones, critical path analysis, and corrective actions;
- (b) Potential problems, impacts, and alternative courses of action, including staffing issues;
- (c) Status of decisions, including DOE decisions, information requirements for those decisions, and ninety-day forecasts for major milestones;
- (d) A baseline schedule (a statused, resource loaded cost performance measurement schedule) reflecting progress against the baseline. The schedule shall reflect all approved changes to date. The schedule shall include actual information, including but not limited to, start and finish dates; hours expended; actual costs incurred; percent complete; and forecast dates;
- (e) Environment, Safety and Health performance;
- (f) Current period, cumulative and completion information in terms of budgeted cost of work scheduled, budgeted cost of work performed, actual cost of work performed including a summary of cost trends, and contingency utilization;
- (g) A change control section summarizing the scope, technical, cost, and/or schedule impacts resulting from any implemented actions. A section shall be included discussing any known or pending change control submittals; and
- (h) Each quarter, in conjunction with the provisional fee payment request as described in Clause B.9:
  - (i) Performance metrics and deliverables for the quarter for budgeted cost of work performed, budgeted cost of work scheduled, and actual cost of work performed.
  - (ii) An analysis of cost trends, schedule trends, project float, manpower skills and other resources, and contingency utilization.

**Table C.4. Deliverables**

Item No.	Deliverable	Reference	Action Required	Action Party	Point of Delivery	Contract Due Date
1.1	Project Management Plan	C.6 (B)	A	D	CO	Nine months after contract award with updates as required
1.2	River Corridor Project Baseline	C.6 (D)	A	D	CO	Nine months after contract award
1.3	Monthly Status Report	C.6 (F)(2)	I	D	CO	15 <sup>th</sup> day of each subsequent month
1.4	Occurrence Reporting	C.6 (F)(4)	A	D	FR	as required
1.5	ES&H Reporting	C.6 (F)(5)	I	D	CO	as required

Item No.	Deliverable	Reference	Action Required	Action Party	Point of Delivery	Contract Due Date
<p>A = Approval—The deliverable shall be provided to the CO for review and approval. DOE will review the deliverable and provide comments in writing. Comments will be discussed and the Contractor is required to provide written responses if they wish to take exception. Documents shall be re-written to incorporate all DOE mandatory comments. Once a deliverable or document has been approved by the CO, it shall be placed under configuration control and no changes to that document shall be made, without CO approval.</p> <p>CO = Contracting Officer.</p> <p>FR = Facility Representative, approval is in accordance with DOE Order 231.1</p> <p>D = U.S. Department of Energy, Richland Operations Office.</p> <p>I = Information—The deliverable shall be provided for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.</p>						

- (3) Cost Reporting: The Contractor shall report the actual cost of remediation work conducted as part of this contract using the Environmental Cost Analysis System (ECAS). The cost of a completed remediation activity (e.g., waste site, burial ground, D<sup>4</sup> of a building) shall be reported within 12 months of completion. The ECAS may be accessed at <http://ecas.netl.doe.gov>.
- (4) Occurrence Reporting: The Contractor shall adhere to CRD 232.1A, *Occurrence Reporting and Processing of Operations Information*, DOE/RL Supplement Rev. 0 (Table C.4, Deliverable 1.4).
- (5) Environment, Safety, and Health Reporting: The Contractor shall report all events and information specified in CRD 231.1, *Environment, Safety and Health Reporting*. The Contractor process will specify this requirement in Contracts down to the lowest tier subcontractor. The Contractor process will accumulate and provide a single report responding to required information for both the Contractor and all subcontractors (Table C.4, Deliverable 1.5).
- (6) Accident Investigation: The Contractor and, as necessary, all subcontractors shall support Type A and Type B accident investigations for accidents occurring during the Contractor's activities. The Contractor and all its subcontractors shall establish and maintain readiness to respond to accidents, respond to accidents when necessary, mitigate potential consequences, assist in collecting and processing evidence, and assist with the accident investigation. This shall include preserving the accident scene and providing support to the accident investigation board.

## C.7 Safeguards & Security

- (A) The scope of this contract does not require the handling, preparation, or storage of classified information. Therefore, classified information and access authorization requirements are not applicable. The contractor will be custodian for accountable quantities of category IV nuclear material. The contractor shall:
  - (1) Ensure appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of accountable Nuclear Material (NM) or Special Nuclear Material (SNM); theft of Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE or contractor employees, the public, or the environment.
  - (2) Develop and implement a graded material control and accountability (MC&A) program for any accountable SNM or NM in accordance with DOE Orders and Manuals. The Contractor may subcontract aspects of the MC&A program (e.g., nuclear material accounting and reporting, custodian training, etc.). The Contractor's MC&A Program is subject to DOE-RL approval.
    - (a) Once accountable nuclear material and special nuclear material is removed from facilities under the responsibility of the contractor, the following directives are no longer applicable, CRD 474.1A, CRD M 474.1-1A, and (Supplemental) CRD M 474.1-2.
  - (3) Provide for the protection of any classified and unclassified sensitive information generated, processed, and stored within its facilities or administrative control, at any subcontracting tier.

Information Security (IS) and Operation Security (OPSEC) procedures shall be developed to ensure compliance with DOE directives through company-wide policies and procedures for specific programs with IS.

- (4) Interface with the Site Management Contractor and its subcontractors who provide physical security services (e.g., site access control, security police officers, vulnerability analysis, etc.) and develop documented mutually agreed to roles and responsibilities.
- (5) Accept or renew/modify, the Memorandum of Understanding (MOU) signed by Fluor Hanford, Inc. and Bechtel Hanford, Inc., regarding “MOU for the Safeguards and Security of Nuclear Material on Environmental Restoration Projects, Rev. 1,” dated November 16, 2000.
- (6) Promptly prepare and submit for security clearances as required for work under this contract.

## **C.8 Public Relations, Media Support and Stakeholder Interaction**

- (A) The contractor shall participate in the DOE-RL external/internal communications program to ensure that the full range of stakeholders receives information in a timely, accurate, complete, and professional manner. Contractor external communications actions shall comply with the DOE Openness Initiatives and Public Involvement Policy and the American Indian and Alaska Native Tribal Government Policy.
- (B) The contractor shall work with DOE to ensure external/internal communications activities represent a singular and consistent DOE source of information about the RCC and its relationship to the Hanford Site.
- (C) The contractor shall keep the Hanford Site workforce related directly to the work performed by the contractor and subcontractors under this contract informed in a timely manner of all significant issues that may affect those workers.
- (D) As requested, the contractor shall:
  - (1) Provide timely and consistent support for inter-Governmental liaison activities, including activities with Federal, State, local and Native American Governments.
  - (2) Provide logistical support for the Hanford Advisory Board and other public meetings.
  - (3) Respond in a timely fashion with information as requested by DOE in support of *Freedom of Information Act* and/or *Privacy Act* requests.
- (E) The contractor’s external/internal communications activities include, but are not limited to:
  - (1) Public Information
  - (2) Public Involvement

- (3) Emergency Communications Activities
- (4) Media Relations
- (5) RC Tours as requested by DOE
- (6) Preparation/Maintenance of public information Audio/Video Products and Printed Materials

## **C.9 Hanford Site Infrastructure, Utilities, and Stewardship**

### **(A) Hanford Site Services**

Site services such as utilities, security, sample analysis, and fire response are provided to Hanford Site contractors in accordance with the Site Services Manual (SSM), Revision 3 dated January 2002. Contractor actions shall include such activities as paying for Variable Services used, participating on the Site Services Board, and forecasting Base and Variable service needs in order to facilitate planning and budgeting. Listings of the Base Services and the Variable Services that comprise the Hanford Site Services are provided below.

- (1) Base Services are mandatory services and considered to be Government Supplied Services and are provided at no cost to the contractor. Definitions may be found in the SSM, Rev. 3 dated January 2002. The current listing of Base Services follows:
  - 300 Area Backup Power
  - Access Control Entry System (ACES)
  - Aviation Oversight
  - Badging
  - Centralized Consolidated Recycling Center (CCRC)
  - City of Richland Water, Sewer and Sanitation
  - Compressed air distribution 300 Area
  - Compressed air generation 300 Area
  - Computerized Accident/Incident Reporting System (CAIRS)
  - Counter Intelligence
  - Courier Services
  - Electrical Utilities
  - Emergency Preparedness
  - Environmental Compliance Traceability
  - Fire Department
  - Grounds Maintenance
  - Guaranteed Ride Home
  - Hanford Employee Welfare Trust Benefits/Human Resources
  - Hanford Patrol
  - Hanford Reach Publication

- Hanford Environmental Information System, Hanford Geographical Information System and the Waste Information Data System (HEIS/HGIS/WIDS)
- Industrial Hygiene Lab
- Investment Recovery Operations
- Integrated Site, Vegetation and Animal Control Project (ISVAC)
- Job Control System
- Land Management
- Laundry Services
- Law Enforcement of Site Roads
- Locksmithing Services
- Mail
- Occupational Medical Services (except physicals)
- Reading Room
- Records Storage
- Respiratory Protection
- Road Services
- Safeguards & Security
- Sanitary Waste Disposal
- Sewer Maintenance Operations and Permits
- Steam
- Sunflower Asset Management System (SAMS) Database Management
- Technical Library
- Terrorism Response
- Traffic Engineering
- Water Compliance
- Water Utilities
- Weather Forecasting
- Workers' Compensation

(2) Variable services are mandatory services that are paid for by the contractor. Variable Services are either unit charged or allocated on the basis of a distribution methodology that may include a percentage of budget or percentage of staff or some other equitably defined method. Currently these services are billed to customers through a unit cost basis, actual time and materials, or an assessment. Their definitions may be found in the SSM, Rev. 3 dated January 2002 and their allocation bases or unit costs and 2001 usage costs may be found on the River Corridor Closure Project website, <http://www.hanford.gov/procure/solicit/rcc/>. A current listing of these services follows.

- Acceptance Inspection
- Analytical Sample Analysis
- Biohazard Cleanup
- Calibration Laboratory
- Calibration of Radiological Instruments
- Crane and Rigging

- Custodial Services
- Desktop Services
- Dosimetry
- Electric Power for the 100/200/300 Areas
- Electric Power for the 700/1100/3000 Areas
- Fabrication Services
- Fire Systems Maintenance and Testing
- Fleet Maintenance
- General Services Administration (GSA) Vehicle Lease
- Hanford Local Area Network Operation, Maintenance, and Integration
- Heavy Equipment Operations
- Occupancy Pool - Government Owned/Leased Facilities
- Occupational Medical Services (physicals only)
- Paging Services
- Radio Services
- Solid Waste Storage & Disposal
- Telecommunication Services
- Tours
- Ventilation and Balance
- Waste Generator Services

(B) Monitoring

- (1) Battelle Memorial Institute (BMI) monitors the Hanford environment to protect the public safety and the Hanford Site ecological and cultural resources. This includes providing real time localized weather information for routine safety operations and emergency response, performing Hanford Site and off-site environmental monitoring, as well as determining radiological exposure to the public and the environment. The contractor shall provide the required environmental data for the facilities and operable units for which it is responsible in order to support Hanford Site assessments and preparation of the Hanford Site Environmental Report.
- (2) BMI is also responsible for the Hanford Site groundwater monitoring. The contractor will be knowledgeable of the actions BMI completes in order to develop monitoring plans for the facilities and operable units the contractor has responsibility for. The contractor shall maintain regulatory oversight capability to ensure compliance is maintained for those facilities and operable units for which it is responsible consistent with the groundwater-monitoring program executed by BMI.

(C) Property Disposition

- (1) Facilities under the responsibility of the Contractor (see Sections C.3 and C.4) are determined to be excess and devalued to zero. The contractor may disposition any related property as determined by the contractor (e.g. use of the Site Management Contractor's Property disposition process) or dispose of as waste per Sections C.3.2.4 or C.4.2.4.

(D) Stewardship

- (1) The Contractor shall follow the Hanford Cultural Resources Management Plan, DOE/RL-98-10, Rev. 2, in protecting subsurface cultural deposits uncovered during the course of the work specified in this contract.
- (2) The contractor shall support RL in fulfilling its responsibilities under Executive Order 12580 and Subpart G of the National Contingency Plan (40 CFR Part 300) as a trustee for natural resources. This support shall include coordinating with the Hanford Natural Resource Trustee Council (NRTC).

## C.10 Transition Plan

Provide a Transition Plan detailing the Contractor's approach to accomplishing transition and assumption of responsibility for the Scope of Work of this contract from the prior incumbent contractors. The transition period shall be 90-days, the first day of which will be the date of contract award. The proposed Plan will include a schedule for transition period activities. The Transition Plan shall be furnished to DOE eleven days after award, and its implementation will be subject to DOE approval.

## C.11 Regulatory Framework

- (A) The restoration of the River Corridor is being conducted under a Tri-Party Agreement (TPA) in accordance with the Federal Facilities Compliance Act of 1992, P.L. 102-386. The primary regulatory framework for the remedial action is administered under CERCLA authority with a significant portion regulated by the State Department of Ecology (Ecology) under a RCRA past-practice process. The U.S. Environmental Protection Agency (EPA) is the lead regulatory agency for remedial actions in the 100B/C, 100F, 100K, and 300 Areas as well as the ERDF. Ecology is the lead regulatory agency for the 100N, 100D and 100H Areas. The State Department of Health (DOH) administers the on-site near field environmental air monitoring in cooperation with EPA and Ecology. The contractor shall complete TPA milestones and targets specified in Table C.5. The contractor shall prepare the lifecycle baseline described in Section C.6 that meets the milestones in Table C.5, including identifying budget requirements, allocating resources, and scheduling the work necessary to complete these milestones. The contractor shall make progress in Phase I in order to meet Phase II TPA milestones. The contractor shall support DOE in any negotiations to modify existing or to create new TPA Milestones.
- (B) The contractor shall assist DOE's interface with the regulatory agencies. Attendance and technical support is required at all monthly Tri-Party Unit Manager Meetings.
- (C) The contractor shall be required to become a permittee under the Hanford Site-wide RCRA Permit.

**Table C.5.** River Corridor Tri-Party Agreement Milestones (Phase I and Phase II)

<b>Phase I Milestones</b>		
<b>100 Area</b>		
<b>Number</b>	<b>Description</b>	<b>Completion Date</b>
M-93-11	Complete 105-F reactor interim safe storage	September 30, 2004
M-93-17	Complete 105-D reactor interim safe storage	September 30, 2004
M-93-18	Complete 105-H reactor interim safe storage	December 31, 2005
M-93-19	Submit to the regulators 105/109-N reactor interim safe storage design report	September 30, 2009
M-93-PM	Submit an engineering evaluation of the final reactor disposition to the regulators	September 30, 2005
M-93-PM	Submit EE/CA's for KE/KW Reactor ISS	July 31, 2006
M-93-PM	Submit EE/CA's for N Reactor ISS	September 30, 2006
M-16-10A	Initiate remedial actions in the 100KR-1 operable unit	August 1, 2003
M-16-13B	Complete remediation and backfill of 16 liquid waste sites and process effluent pipelines in the 100-FR-1 and 100-FR-2 operable units	October 29, 2004
M-16-26E	Complete excavation and removal of 100 BC process effluent pipelines	September 30, 2004
M-16-26F	Complete backfill of 100 BC process effluent pipelines excavations	February 28, 2005
M-16-PM	Complete the remedial action for the 100 B/C Area	December 31, 2006
M-16-PM	Initiate remedial actions for the remaining wastes sites for the 100 D Area	July 31, 2006
M-16-PM	Initiate remedial actions for the remaining wastes sites for the 100 F Area	July 31, 2005
M-16-PM	Complete the remedial actions for the 100 F Area	December 31, 2008
M-16-PM	Initiate remedial actions for the remaining wastes sites for the 100 H Area	July 31, 2007
M-16-PM	Complete the remedial actions for the 100 H Area	December 31, 2010
M-16-PM	Complete the remedial actions for 100-IU-2 and 100-IU-6	December 31, 2008
<b>300 Area</b>		
M-89-00	Complete Closure of Non-Permitted Waste Units in the 324 Building	October 31, 2005
M-92-16	Complete Removal and Transfer, and Initiate Storage of Phase III 300 Area SCW Waste and Materials	September 30, 2006
M-16-03H	Complete remediation of the waste sites in the 300-FF-1 Operable Unit to include excavation, verification, and regarding, including the 618-4 Burial Ground in accordance with an approved Remedial Design Report/Remedial Action Work Plan	December 31, 2003
M-16-x1	Complete remedial actions for at least 3 high environmental priority 300-FF-2 waste sites and complete confirmatory sampling of 300-FF-2 candidate sites 300-7 and 300-9. ( <b>High Environmental Priority 300-FF-2 Waste Sites:</b> 316-4, 618-2, 618-3, 618-5 and 618-7 based on the nature of the waste site.)	December 31, 2006
M-16-x2	Complete remedial actions for the remaining high environmental priority 300-FF-2 waste sites.	December 31, 2008
M-016-63-PM	Submit a schedule and milestones to complete remedial actions for the 300-FF-2 waste sites and confirmatory sampling of 300-FF-2 candidate sites listed in Section C.11 Table C.7.	November 30, 2003
M-16-x5	Complete remedial actions for the 300-FF-2 waste sites listed in Section C.11 Table C.7.	September 30, 2010

**Table C.5.** River Corridor Tri-Party Agreement Milestones (Phase I and Phase II)

M-016-65-PM	Submit a schedule and milestones to complete remedial actions for the 300-FF-2 waste sites and confirmatory sampling of 300-FF-2 candidate sites Inside the Fence (300 Area Boundary).	August 30, 2005
M-94-01-PM	Submit a schedule and milestones to complete disposition <sup>1</sup> of surplus facilities contained in Section C.11 Table C.8.	November 30, 2003
M-94-x3	Complete D <sup>4</sup> of the surplus facilities listed in Section C.11 Table C.8.	September 30, 2010
M-94-04-PM	Submit a schedule and milestones to complete disposition <sup>1</sup> of surplus facilities in the 300 Area and identify the 300 Area facilities and associated waste sites that will remain past the M-94-x5 date	August 30, 2005
<b>Phase II Milestones</b>		
<b>100 Area</b>		
<b>Number</b>	<b>Description</b>	<b>Completion Date</b>
M-93-20	Complete 105-N reactor interim safe storage	September 30, 2012
M-93-22	Complete 105-KE and 105-KW ISS reactor interim safe storage	September 30, 2011
M-16-00A	Complete remedial actions for the 100 Areas	December 31, 2012
M-16-PM	Complete the remedial actions for the 100 D Area	December 31, 2011
M-16-PM	Initiate remedial actions for the remaining wastes sites for the 100 K Area	July 31, 2009
M-16-PM	Complete the remedial actions for the 100 K Area	December 31, 2012
M-16-PM	Initiate remedial actions for the remaining wastes sites for the 100 N Area	July 31, 2008
M-16-PM	Complete the remedial actions for the 100 N Area	December 31, 2012
<b>300 Area</b>		
M-16-x3	Complete remedial actions for the 300-FF-2 waste sites listed in Section C.11 Table C.6.	December 31, 2012
M-16-x4	Submit a schedule and milestones to complete remedial actions for the 300-FF-2 waste sites and confirmatory sampling of 300-FF-2 candidate sites listed in Section C.11 Table C.7	June 30, 2003
M-16-00B	Complete all 300 Area Remedial Actions	December 31, 2018
M-94-00	Complete disposition <sup>1</sup> of 300 Area surplus facilities	September 30, 2018
Note: The River Corridor Contractor is responsible for all Special-Case-Waste to meet Milestone M-92-16 with the exception of Special-Case-Waste located within the 325, 326, 329, and 340 Buildings. Footnotes: <sup>1</sup> In the context of the contract, disposition is equivalent to D <sup>4</sup> as defined by Section C.16 (D)		

(D) The contractor shall maintain the administrative records of cleanup and closure activities in accordance with applicable laws and regulations.

(E) The Defense Nuclear Facilities Safety Board (DNFSB) is responsible for nuclear safety oversight of DOE and its activities related to the River Corridor Project. The contractor shall conduct activities in

accordance with DOE commitments to the DNFSB, which are contained in implementation plans and other DOE correspondence to the DNFSB. The contractor shall support development of DOE responses to DNFSB issues and recommendations that involve Contract scope. The contractor shall fully cooperate with DNFSB and provide access to work areas, personnel, and information as necessary.

**Table C.6. M-16-xx**

Waste Site Number	Site Description
Waste Site 300-8	Aluminum Shavings Area
Waste Site 300 VTS	In-Situ Vitrification Test Area
Waste Site 300-18	Surface Contaminated Dumping Area #4
Waste Site 316-4	300 Area North Cribs
Waste Site 600-47	Dumping Area
Waste Site 600-259	Grout Waste Test Lysimeter
Burial Ground 618-2	Solid Waste Burial Ground #2
Burial Ground 618-7	Drums of Pyrophoric Zircaloy Chips in Water, with Uranium and Beryllium
Burial Ground 618-5	Burial Ground #5
Burial Ground 618-3	Dry Waste Burial Ground
Burial Ground 618-8	Uranium-contaminated Soil Under a Parking Lot
Burial Ground 618-13	303 Building Contaminated Soil Burial Site

**Table C.7. M-16-xx**

Waste Site Number	Site Description
Candidate Waste Site 300-109	333 Building Storm Water Runoff
Candidate Waste Site 300-110	333 Building Storm Water Runoff
Candidate Waste Site 333 ESHWSA	333 Building East Side Hazardous Waste Storage Area
Waste Site 300-259	Contamination Area Surrounding 618-1 Burial Ground
Waste Site 303-M SA	303M Building Storage Area
Waste Site 303-M UOF	303M Uranium Oxide Facility
Waste Site UPR 300-46	Contaminated Soil (North of 333 Building)
Waste Site UPR 300-17	Contaminated asphalt area (at southeast corner of 333 Building)
Burial Ground 618-1	Solid Waste Burial Ground #1

**Table C.8. M-94-xx**

Surplus Facilities	Facility Description	Surplus Facilities	Facility Description
Building 3221	Sandblasting Support Building	Building 324	Chemical Engineering Laboratory
Building 332	Packaging Test Facility	Building 324B	Chemical Engineering Laboratory Exhaust Stack
Building 334	Process Sewer Monitor Facility	Building 327	Post-Irradiation Test Laboratory
Building 333	N Fuels Building	Building 3718E	Storage Building
Building 334A	Waste Acid Storage Building	Building 3718G	Storage Building
Building 303M	Uranium Oxide Building	Building 3727	Classified Vault
Building 3222	Storage Building		

Building 3223	Storage Building
Building 3224	Storage Building
Building 3225	Bottle Dock

## C.12 Government and Contractor Furnished Services/Items

- (A) All equipment, supplies and other materials needed to perform this work and not included in the Government furnished equipment as listed below shall be supplied by the contractor.
- (B) DOE shall make its best effort to complete the DOE services as specified in this contract and to review and approve documents as specified below. If DOE does not complete specific services as specified in the contract, the contractor may submit for negotiation a request for equitable adjustment. DOE internal technical and business processes are contained in the Richland Integrated Management System (RIMS). This system includes DOE organization roles, responsibilities, accountabilities and authorities, contract administration procedures and contract oversight procedures. DOE will eliminate non-safety related surveillances and assessments when the contractor demonstrates an effective self-assessment program that includes self-identification, setting of corrective actions and effective corrective actions to prevent recurrence.
- (C) Management Products and Controls Deliverables: DOE shall approve or disapprove the contractor's deliverables specified in Table C.4 within 60 calendar days of contractor submittal.
- (D) Authorization Basis (AB) Documents: DOE shall review and approve AB documents submitted by the contractor as required by the terms and conditions of the contract. DOE and the contractor shall use a collaborative process in ensuring AB documents are developed in a quality manner meeting applicable laws and DOE directives and are reviewed and approved in a timely and efficient process. This includes the use of in-process reviews of AB documents including AB documentation planning, hazard analysis review, accident analysis review, and final review. This process is further described in DOE/RL crosscutting process procedure "Authorization Basis document Review Planning, Guidance, and Suggested Review Times." DOE will review and either approve (with or without comments) or disapprove (with comments and basis) AB documents as follows:
- (1) Document Safety analysis (DSA)/Technical Safety /Requirement (TSR) - 16 weeks.
  - (2) Preliminary DSA - 16 weeks
  - (3) TSR - 8 weeks
  - (4) Minor Safety Basis change - 6 weeks
  - (5) Major Safety Basis change - 12 weeks
  - (6) Annual update to DSA - 8 weeks
  - (7) Unreviewed Safety question/Justification for Continued Operations - 6 weeks

- (8) Health and Safety Plan - 10 weeks
- (9) Safety Analysis reports for Packaging (onsite) - 12 weeks
- (E) Integrated Safety Management System: DOE will approve or disapprove the contractor's ISMS description as required by Section C.5. DOE shall complete the review of the submittal by the contractor within 60 calendar days of receipt from the contractor. The approval and verification of the acceptability of the ISMS description shall be performed by DOE in accordance with DOE-HDBK-3027-99, Integrated Safety Management Systems (ISMS) Verification, Team Leader's Handbook.
- (F) Draft Regulatory Decision Documents and Reports: DOE will review regulatory decision documents and reports and provide comments or concurrence within 30 calendar days. Concurrence means the document is ready for submittal to the EPA/Ecology for review and approval in accordance with the Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement). The DOE will reduce review times based on the use of a collaborative process in developing the document between the contractor, DOE and the regulator.
- (G) Turn over and vacating of River Corridor Buildings for D<sup>4</sup>: DOE will turn over the KE/KW reactor basins to the Contractor by October 1, 2007. For 300 Area Buildings occupied by non-River Corridor contractor personnel, DOE will ensure that these personnel have vacated the affected buildings as required by the River Corridor contractor baseline.
- (H) Acceptance of River Corridor Non-ERDF Waste: DOE will accept compliant waste generated as a result of activities in Section C.3 and C.4 that cannot be disposed at ERDF. The contractor shall submit with the River Corridor Baseline projected amounts of non-ERDF waste to be generated by fiscal year. The contractor shall forecast this waste in accordance with the Hanford Site Solid Waste Acceptance program and notify DOE of any changes to the forecast. DOE will accept these wastes in accordance with the contractor's projection and shipment schedule.
- (I) DOE will accept ERDF leachate at the 200 Area Effluent Treatment Facility.
- (J) Acceptance of River Corridor Spent Nuclear Fuel: DOE will accept spent nuclear fuel from the Contractor for interim storage in the 200 Area. The contractor shall package and transport the spent nuclear fuel in accordance with an approved SARP and the storage area requirements. The contractor shall submit with the River Corridor Baseline the planning shipping schedule for spent nuclear fuel and notify DOE of any changes to the schedule. DOE will apply best efforts in accepting spent nuclear fuel in accordance with the contractor's shipping schedule.
- (K) DOE will develop a Quality Assurance/Surveillance Plan (QA/SP) for this contract which will establish the process DOE will use to ensure the Contractor has performed in accordance with the performance standards and expectations specified in this contract. The QA/SP will summarize the performance standards, expectations and acceptable quality levels for each task; describe how performance will be monitored and measured; and describe how the results will be evaluated.

## **C.13 Litigation Management**

- (A) The contractor shall maintain a legal function and demonstrate sound litigation management practices to include litigation, arbitration, legal advice on environmental matters, procurement, employment, labor, and the Price-Anderson Act (PAA); review and interpretation of legislation and laws; and research and drafting of memorandum. Within 60 days of execution, the contractor shall provide a legal management plan compliant with 10 CFR 719.
- (B) The contractor shall provide support to the Government when judged necessary by the Contracting Officer in cases of actual or threatened litigation, regulatory matters, or third-party claims and subject to applicable rules and regulations. Litigation support includes, but is not limited to: case preparation assistance, document retrieval, review and reproduction; witness preparation and testimony; expert witness testimony; and assisting Government counsel as necessary in response to discovery or other information related activities responsive to any legal proceeding.

## **C.14 Applicable Documents**

The Hanford Site Environmental Management Specification (DOE-RL-97-55 Revision 2 dated July 2001) documents the top-level mission technical requirements for the work involved in the RL Site Cleanup. The following documents, which are extractions from the Site Specification, provide regulatory approval of clean-up levels and methodologies. Any change to these documents may warrant a request for an equitable adjustment.

### **C.14.1 100 Area Regulatory Documents**

Declaration of the Record of Decision for the selected interim remedial actions for the 100-BC-1, 100-DR-1 and 100-HR-1 Operable Units dated September 1995.

Amended Record of Decision, Decision Summary and Responsiveness Summary for the selected interim remedial actions for the 100-BC-1, 100-DR-1 and 100-HR-1 Operable Units dated May 14, 1997.

Declaration of the Record of Decision for the selected action for the 100-IU-1, 10-IU-3, 100-IU-4 and 100-IU-5 Operable Units, No Action ROD, dated February 12, 1996.

Declaration of the Record of Decision for the selected Interim Remedial Action for the 100 Area Remaining Sites: 100-BC-1, 100-BC-2, 100-DR-1, 100-DR-2, 100-FR-1, 100-FR-2, 100-HR-1, 100-HR-2, 100-KR-1, 100-KR-2, 100-IU-2, 100-IU-6 and 200-CE-3 Operable Units, July 15, 1999.

Declaration of the Record of Decision for the selected Interim Remedial Action for the 100-NR-1 and 100-NR-2 Operable Units, (81 Sites in NR-1, Groundwater and Shoreline Site in NR-2) October 22, 1999.

Declaration of the Record of Decision for the selected Interim Remedial Action for the 100 Area (100 Area Burial Grounds): 100-BC-1, 100-BC-2, 100-DR-1, 100-DR-2, 100-FR-2, 100-HR-2, 100-KR-2 Operable Units, dated and signed September 2000.

Declaration of Decision for a portion of the Interim Remedial Action for the (100 Area) 100-NR-1 Operable Unit January 25, 2000.

Declaration of the Record of Decision, Decommissioning of Eight Production Reactors at the Hanford Site, Richland, Washington, September 14, 1993.

Explanation of Significant Differences for the 100 Area Remaining Sites Record of Decision and for the 300-FF-5 Record of Decision, June 15, 2000.

DOE/RL-97-17, Remedial Design Report for Remedial Action Work Plan for the 100 Area, September 2000.

DOE/RL-99-59, Proposed Plan for the 100 Area Burial Grounds Interim Remedial Action, May 2000.

### **C.14.2 Action Memoranda**

Approved Action Memorandum for the 100 B/C Area Ancillary Facilities and the 108-F Building Removal Action, January 29, 1997.

Action Memorandum: Expedited Response Action Proposal; 100-BC-1 Demonstration Project, June 27, 1995.

Action Memorandum: 183-H Solar Evaporation Basin Waste Expedited Response Action Cleanup Plan, November 26, 1996.

Notice of Change to the Waste Volume Estimates in the N Area Waste Expedited Response Action Memorandum, March 6, 1997.

Action Memorandum: N Area Waste Expedited Response Action Cleanup Plan, November 7, 1996.

Action Memorandum: N Springs Expedited Response Action Cleanup Plan, September 23, 1994.

Action Memorandum: Expedited Response Action Proposal River Land Site 100-IU-1, dated June 23, 1993.

Action Memorandum Approval: Sodium Dichromate Barrel Landfill 100-IU-4, dated March 8, 1993.

Action Memorandum: Time-Critical Removal Action for clean-up of 2,4-D Burial Site, 100-IU-3 (Wahluke Slope), undated (approx. August 1997).

Action Memorandum: 105-F and 105-DR Reactor Buildings and Ancillary Facilities, July 1998, AR Doc. No. 004944.

Action Memorandum: 105-D and 105-H Reactor Buildings and Ancillary Facilities, December 8, 2000.

Action Memorandum: 100N Ancillary Facilities, December 1998.

### **C.14.3 ERDF Regulatory Documents**

Declaration of the Record of Decision for the selected remedial action for the Environmental Restoration Disposal Facility (ERDF) dated January 20, 1995.

Environmental Restoration Disposal Facility (ERDF) Explanation of Significant Differences (ESD), July 26, 1996.

Amended Record of Decision for the Environmental Restoration Disposal Facility, dated September 25, 1997.

Amended Record of Decision, Decision Summary, and Responsiveness Summary for the Environmental Restoration Disposal Facility (Delisting Rod Amendment), dated March 25, 1999.

Amended Record of Decision, Decision Summary, and Responsiveness Summary for the Environmental Restoration Disposal Facility (Staging Area and Expansion), dated February 2002.

### **C.14.4 300 Area Regulatory Documents**

Declaration of the Record of Decision for the final and interim remedial actions for the 300-FF-1 and 300-FF-5 Operable Units CCN No. 0048470, Doc. No. 11081, dated July 17, 1996.

Declaration of the Record of Decision 300-FF-2 Operable Unit (the 300-FF-2 Operable Unit is comprised of 118 accepted waste sites, which are listed in Appendix A of this ROD), April 5, 2001. These sites fall into four general categories: wastes sites in the 300 Area industrial complex; outlying waste sites north and west of the 300 Area industrial complex; general content burial grounds; and transuranic-contaminated burial grounds (designated 618-10 and 11 Burial Grounds and associated waste sites, and are not part of the River Corridor contract).

DOE/RL-96-73, Rev. 1, 324 Building Radiochemical Engineering Cells, High-Level Vault, Low-Level Vault, and Associated Areas Closure Plan, September 1998.

### **C.14.5 Other Applicable Documents**

FDH, 1998, Hanford Site Solid Waste Acceptance Criteria, HNF-EP-0063, Rev. 5, Fluor Daniel Hanford, Inc., Richland, Washington.

### **C.14.6 RCRA Permit**

There is only one RCRA permitted TSD unit associated with the reactors: the 105-DR Large Sodium Fire Facility (LSFF). It is part of the "RCRA Permit for the Treatment, Storage, and Disposal of Dangerous Waste at the Hanford Facility," Rev.6, Permit #WA7890008967. The 105-DR LSFF is discussed in Part

V, Chapter 10 of the permit, which can be viewed at  
<http://www.hanford.gov/docs/wa7890008967/index.htm>.

### **C.14.7 Engineering Evaluation/Cost Analysis (EE/CA) and Removal Actions Work Plans**

Reactor 105-D EE/CA - DOE/RL-2000-45 Rev.0 RAWP DOE/RL-2000-57 Rev.0

Reactor 105-DR EE/CA - DOE/RL-98-23 Rev.0 RAWP DOE/RL-98-37 Rev.3

Reactor 105-H EE/CA - DOE/RL-2000-46 Rev.0 RAWP DOE/RL-2000-57 Rev.0

DOE-RL, 1998c, EE/CA for the 100-N Area Ancillary Facilities and Integration Plan, DOE/RL-97-22, Rev. 1

### **C.15 Acronyms**

300 ACP	300 Area Accelerated Closure Project
300 ACT	300 Area Accelerated Closure Team
AB	Authorization Basis
ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act of 1986
ALARA	As Low As Reasonably Achievable
ARAR	Applicable or Relevant and Appropriate Requirement
ASA	Auditable Safety Analysis
BCR	Baseline Change Request
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CWC	Central Waste Complex
CVP	Cleanup Verification Package
D&D	Decontamination and Decommissioning
DCF	Dose Conversion Factor
DOE	Department of Energy
DOT	U.S. Department of Transportation
D <sup>4</sup> /D4	Deactivation, Decontamination, Decommissioning, and Demolition
DQO	Data Quality Objective
Ecology	Washington State Department of Ecology
EE/CA	Engineering Evaluation/Cost Analysis
EPA	U.S. Environmental Protection Agency
ERC	Environmental Restoration Contractor
ERDF	Environmental Restoration Disposal Facility
ES&H	Environmental, Safety and Health
ETF	Effluent Treatment Facility
FEIS	Final Environmental Impact Statement

FSB	Fuel Storage Basin
ISMS	Integrated Environment, Safety, and Health Management System
ISS	Interim Safe Storage
LLBG	Low-Level Burial Grounds
MOU	Memorandum Of Understanding
MTCA	Model Toxics Control Act
MYWP	Multi-Year Work Plan
NEPA	National Environmental Policy Act of 1969
NRC	U.S. Nuclear Regulatory Commission
PBS	Project Baseline Summary
PCB	Polychlorinated Biphenyl
PPE	Personal Protective Equipment
PUREX	Plutonium-Uranium Extraction
QAPP	Quality Assurance Project Plan
QA/SP	Quality Assurance/Surveillance Plan
RAWP	Remedial Action Work Plan
RCC	River Corridor Contractor
RCRA	Resource Conservation and Recovery Act of 1976
RDR	Remedial Design Report
REDOX	Reduction Oxidation
RIMS	Richland Integrated Management System
RL	U.S. Department of Energy Richland Operations Office
RLWS	Radioactive Liquid Waste System
ROD	CERCLA Record of Decision
RWP	Radiological Work Permit
S&M	Surveillance and Maintenance
SAP	Sampling and Analysis Plan
SAR	Safety Analysis Report
SCW	Special-Case Waste
SS HASP	Site Specific Health And Safety Plan
SSE	Safe Storage Enclosure
TEDF	Treated Effluent Disposal Facility
TPA	Tri-Party Agreement
TRU	Transuranic
TSCA	Toxic Substances Control Act of 1976
URMA	Underground Radioactive Material Area
USQ	Unreviewed Safety Question
WAC	Washington Administrative Code
WATS	Waste Acid Treatment System
WBS	Work Breakdown Structure
WDOE	Washington State Department of Ecology
WIDS	Waste Information Data System
WIPP	Waste Isolation Pilot Plant

## C.16 Glossary of Terms

- (A) Engineering Evaluation/Cost Analysis (EE/CA). An EE/CA shall be prepared in accordance with CERCLA and Title 40, Code of Federal Regulations (CFR), Section 300.415. An EE/CA shall be performed to satisfy environmental review requirements for removal actions, to provide documentation leading up to removal action selection, and to provide a framework to evaluate and select alternative technologies or approaches to address actions to be taken. An EE/CA is usually followed by an Action Memorandum and a Removal Action Work Plan.
- (B) Special-Case Waste. Special-Case Waste (SCW) is defined in the Tri-Party Agreement Change Control Form M-92-96-01 as “radioactive waste generated by DOE-funded activities for which there is no economic disposal or storage pathway provided via the most recent version of HNF-EP-0063, *Hanford Site Solid Waste Acceptance Criteria* (FDH 1998)”. Typical types of SCW in the 300 Area include the following:
- (1) Greater-than-Category-3 low-level waste
  - (2) High-activity, high-dose rate streams of mixed low-level waste, TRU, or TRU-mixed waste.
  - (3) Residual material from testing irradiated fuel. These residues are comprised of fuel pin fragments, dispersed particulate, and/or chemically altered fuel that cannot be readily retrieved and packaged with the fuel assemblies and intact pins.
- A project management plan (HNF-5068, Rev. 1A) describing the planned disposition and schedules for removal of SCW from the 300 Area was transmitted to RL in March 2000 (FH letter number FH-0102078 [Boyter 2XXX]). The plan was concurred in by WDOE in its October 2, 2001 Letter to DOE.
- (C) Deactivation, Decontamination, Decommissioning, and Demolition (D<sup>4</sup>). The D<sup>4</sup> includes all activities necessary to take an excess facility from its current state to total demolition (3 feet below grade) and removal of the facility and the resulting waste, material, and debris. Activities include the identification and removal of radioactive and hazardous wastes, chemicals, oils, asbestos, and contaminated and uncontaminated equipment, as well as conducting radiological surveys, decontamination, facility demolition to 3 feet below grade, material removal, waste removal, waste disposal, site restoration, and the completion and regulator approval of a D<sup>4</sup> Project Closeout Report.
- (D) Remedial Action. Remedial action consists of all activities necessary to complete the remediation per the requirements of the applicable CERCLA ROD or EE/CA for the waste sites described in Section C.3 and C.4. Final verification and completion is documented with a Cleanup Verification Package.
- (E) Accepted Waste Sites. Per TPA-MP-14, an accepted waste site is a conclusion that the “site is a waste management unit as defined in TPA Section 3.0.” The TPA says that a “waste management unit represents any location within the boundary of the Hanford Site that may require action to mitigate a potential environmental impact.” Waste Management units include the following:

- (1) Waste disposal units (including RCRA disposal units)

- (2) Unplanned release units (including those resulting from spills)
- (3) Inactive contaminated structures
- (4) RCRA treatment and storage units
- (5) Other storage areas.

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### **Section D**

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## **Section D**

### **Packaging and Marking**

#### **D.1 Packaging**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

#### **D.2 Marking**

- A. Each package, report or other deliverable shall be accompanied by a cover letter which:
  - (1) Identifies the contract by number under which the item is being delivered
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s).
- B. For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the cover letter shall be furnished to the Contracting Officer.

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### **Section E**

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## Section E

### Inspection and Acceptance

#### **E.1 FAR 52.246-5 Inspection of Services–Cost Reimbursement (April 1984)**

##### **Clause E.1 FAR 52.246-5 Inspection of Services-Cost-Reimbursement (Apr 1984)**

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may-
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may-
- (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  - (2) Terminate the contract for default.

#### **E.2 DEAR 952.236-71 Inspection (April 1994)**

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives

in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

### **E.3 Acceptance**

- (A) Acceptance: declaration of physical completion. Upon physical completion of the contract as set forth in Section C.3, the Contractor shall prepare a letter declaring that Phase I work has been physically completed. After submittal of the letter, the Government will, within ninety (90) calendar days, accept the project as complete or provide the contractor with a final definitive punch list of material deficiencies, which preclude the Government from accepting the physical completion of the contract. Following the Government's notification, the Contractor shall complete all identified deficiencies and submit a Final Declaration of Physical Completion. The Contracting Officer will determine final acceptance.
  
- (B) Acceptance: acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative, as designated in writing from time to time by the Contracting Officer.

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### Section F

### Deliveries or Performance

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## **Section F**

### **Deliveries or Performance**

#### **F.1 Period of Performance**

The period of performance for the work specified in Section C of this contract shall commence on the date of award, and continue through completion of the work scope expected to be eight years more or less but limited to fifteen (15) years after award.

#### **F.2 Principal Place of Performance**

The principal places of performance of this contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

#### **F.3 Deliveries**

All products, reports, or services under this contract shall be delivered to the Contracting Officer shown in Section G, subsection G.2, or any other duly authorized Government representative, as designated in writing by the Contracting Officer. Contractor shall prepare and submit the plans and reports listed in Attachment 1, List of Required Reports.

#### **F.4 FAR 52.223-14 Toxic Chemical Release Reporting (Oct 2000)**

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if-

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt-

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall-

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall-

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.22313, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

## **F.5 FAR 52.242 Stop-Work Order (Aug 1989) - Alt 1 (Apr 1984) (Cost Reimbursement)**

(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 allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work 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 allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to 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 submitted 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 I - The Schedule

### Section G

#### Contract Administration Data

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## Section G

### Contract Administration Data

#### G.1 Correspondence Procedures

(A) To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(1) Technical Correspondence: Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy addressed to the DOE Contracting Officer (used herein excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract).

(2) Other Correspondence: All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

#### G.2 Contract Administration

The DOE Contracting Officer and correspondence address is:

George F. Champlain, Contracting Officer  
U.S. Department of Energy  
Richland Operations Office  
Office of Procurement Services, MSIN A7-80  
P.O. Box 550  
Richland, WA 99352

The contractor will be notified in writing of the name and correspondence address of the Contracting Officer's Representative (COR) who is the only individual (outside of the Contracting Officer) that may give technical direction. There shall be only one individual designated as a COR under this contract.

#### G.3 Billing Instructions

(A) The Contractor shall provide periodic electronic invoices (or data supporting payments cleared financing arrangement drawdowns) and cost accrual and accrual reversal records to DOE. Within the electronic invoice submission, the contractor shall provide all invoice data elements required to: a) determine that all costs invoiced by the contractor were necessary and reasonable per the terms and conditions of the contract, and b) properly record all contract costs and payments in the DOE

accounting system. This includes, but is not limited to: Work Breakdown Structure (WBS) numbers, Budget and Reporting Classification (BRC) numbers, fund-type, Project Baseline Summaries (PBS) numbers, the fiscal year the funds were provided, the DOE project/task number, Object Classes, Cost Elements, Resource types, and plant and capital equipment line item number (if applicable).

- (B) Upon request, the contractor shall also provide written documentation to support the electronic invoices to the DOE Contracting Officer or his designate at the address identified in Section G.2.

#### **G.4 Defective or Improper Invoices**

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment of Part II, Section I, of this contract, shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

#### **G.5 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes**

- (A) Notice: The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract.
- (B) Performance of the work under this contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letter will include the COR's authority, responsibility, and limitations. Changes in the COR or the COR's authority will be transmitted via electronic media and made available to the Contractor. The term "technical direction" is defined to include, without limitation:
- (1) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
  - (2) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
  - (3) Performance of technical monitoring; inspection; approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions where such approvals are required by the contract and do not involve a change in the scope, price, or terms or conditions of a contract.
- (C) Technical direction must be within the Statement of Work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
- (1) Constitutes an assignment of additional work outside the Statement of Work;

- (2) Constitutes a change, as defined in the contract clause entitled "Changes," which requires an adjustment of the target cost;
  - (3) Changes any of the express terms, conditions, or specifications of the contract; or
  - (4) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (D) All technical directions shall be issued in writing by the COR.
- (E) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- (F) If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in (C)(1) through (C)(4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
    - (a) What contract line items have been or may be affected by the alleged change;
    - (b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (c) To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
    - (d) What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:

- (a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" clause, which requires an adjustment of the target cost;
- (b) Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
- (c) Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

(G) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the contract clause entitled "Disputes - Alternate I."

## **G.6 Modification Authority**

- (A) As stated above and notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:
- (1) Accept non-conforming work;
  - (2) Waive any requirement of this contract; or
  - (3) Modify any term or condition of this contract.

## **G.7 Representations and Certifications**

The Representations and Certifications for this contract as completed by the Contractor and dated (see below) are hereby incorporated into this contract by reference.

Washington Closure Company, LLC	5/13/2002
Washington Group International, Inc.	5/13/2002
Fluor Federal Services, Inc.	4/15/2002
Earth Tech, Inc.	3/28/2002

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## Section H

### Special Contract Requirements

#### H.1 Contract End Date

If the work as described in Section C, *Statement of Work*, is not completed within fifteen years from the date of contract award, the contract will be terminated in accordance with the applicable FAR Termination Clause contained in Section I.

#### H.2 Phase II Scope of Work

- (A) Within 30 months of completion of work under Phase I of this contract, DOE may elect to exercise its unilateral rights under this contract to enter into negotiations for all or any part of Phase II of the statement of work. Phase II is described in Section C of this contract. If DOE so determines, the Contracting Officer shall notify the contractor in writing of its intent to enter into negotiations for all or part of Phase II of this contract. The Contracting Officer's notification shall establish the parameters of the negotiation, including contract type and scope.
- (B) The Contractor shall submit a proposal within 90 days of receiving the Contracting Officer's notification to negotiate for part or all of Phase II scope of work. The parties agree to negotiate in good faith within any limitations set forth in the Contracting Officer's notification letter.
- (C) The decision to enter into negotiations for Phase II of the contract is at the unilateral discretion of the Government. The Contracting Officer's notification of intent to negotiate shall not obligate the Government to award a modification to incorporate any of the Phase II work scope if it is subsequently determined that it is not in the Government's best interest. The Contractor's proposal may be considered as part of the government's best interest determination. Award of Phase II of this contract will be subject to the requirements for justification of other than full and open competition as defined under 41 U.S.C.253(c).

#### H.3 Implementation of the Hanford Site Stabilization Agreement

- (A) The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this clause (H.3) consists of a Basic Agreement dated September 10, 1984, plus an appendix, both of which may be periodically amended. The Site Stabilization Agreement is hereby incorporated into this contract by reference. The contractor is responsible for obtaining the most current text from DOE.
- (B) This clause H.3 applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U.S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.

- (C) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (D) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph C above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
- |     |              |   |
|-----|--------------|---|
| (1) | Article VII  | Employment, <u>Section 2</u> only                             |
| (2) | Article XII  | Non-Signatory Contractor Requirements                         |
| (3) | Article XIII | Hours of Work, Shifts, and Overtime                           |
| (4) | Article XIV  | Holidays  |
| (5) | Article XV   | Wage Scales and Fringe Benefits, <u>Sections 1 and 2</u> only |
| (6) | Article XVII | Payment of Wages-Checking In & Out, <u>Section 3</u> only     |
| (7) | Article XX   | General Working Conditions                                    |
| (8) | Article XXI  | Safety and Health   |
- (E) The Contractor agrees to make no contributions in connection with this contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- (F) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).
- (G) The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including its Appendix A, may be modified by the parties thereto from time to time.
- (H)
- (1) In the event of failure to comply with paragraphs (C) (D) (E) (F) and (G) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.

- (2) The rights and remedies of the Government provided in this clause H.3 shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (I) The requirements of this clause H.3 are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," and "Contract Termination - Debarment."
- (J) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this clause H.3, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (C) (D) (E) (F) and (G) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.
- (K) The Contractor agrees to insert the provisions of this Clause H.3 including this paragraph (K) in all subcontracts for the performance of work subject to the Davis-Bacon Act.

#### **H.4 Stop-Work and Shutdown Authorization**

- (A) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.
- (B) Stop Work: In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/ implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect DOE facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop work order should be promptly confirmed in writing from the Contracting Officer.
- (C) Shutdown: In the event of an imminent danger in relation to the Facility Safety Envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and

safety personnel over-viewing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE-RL Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to clause F.5.

(D) Facility Representatives: DOE personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to “stop work,” which applies to the shutdown of an entire plant, activity, or job. This stop work authority will be used for an operation of a facility which is performing work the FR believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

## **H.5 Occupational Health Records and Radiation Exposure Records**

The Contract Clause entitled “Access to and Ownership of Records” is implemented as follows with respect to occupational health records and radiation exposure records:

All occupational health records generated during the performance of Hanford-related activities will be maintained by the Hanford Environmental Health Foundation (HEHF) and are the property of DOE. All radiation exposure records generated during the performance of Hanford-related activities will be maintained by the Pacific Northwest National Laboratory (PNNL) and are the property of DOE.

## **H.6 Incumbent Employees**

(A) In filling employment positions other than management positions for work under the contract, the contractor and its team members (team as defined in Clause B.5) shall provide a right of first refusal for those positions to qualified incumbent employees. Management positions are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions. The number and type of positions to be established and the terms of such employment, including salary and benefits, are at the sole discretion of the contractor and its team members with the following exception. Employees of the preceding contractor and its integrated subcontractors who are offered and accept employment with the contractor or its team members will be paid base salary/pay rates equivalent to the base salary/pay rates they are being paid at the time of the offer if the position for which they are being hired entails duties and responsibilities substantially equivalent to the position last held with the preceding contractor and its integrated subcontractors. Integrated subcontractors under the current contract are Eberline Services Hanford, Inc., and CH2M HILL Hanford, Inc. In addition, any “sign-on” bonuses

offered or paid to incumbent employees as an employment inducement, will not be reimbursed as an allowable cost under this contract.

Employees hired from the previous contractor or its integrated subcontractors whose base salaries/pay fall above the maximum rate of the new salary/pay rate range, and who are placed in positions substantially equivalent to their existing position, will be placed in a “red circle” classification. The employees will continue to receive their most recent salary/pay rate paid by the prior contractor and its integrated subcontractors, but they shall receive no base salary/pay adjustments until such time as the rate range is increased to include their base salary/pay. They will then be eligible for increases that will result in being paid no more than the maximum of their range.

Employees hired from the previous contractor or its integrated subcontractors and whose salaries/pay fall below the minimum of the rate range, and who are placed in positions substantially equivalent to their existing positions shall have their salaries/pay rate increased to the minimum of the range.

- (B) In the event the contractor becomes a “successor contractor,” the contractor and/or its team members agrees to recognize and bargain in good faith with the certified collective bargaining agent(s) for the incumbent represented workforce, subject to and in compliance with the National Labor Relations Act requirement with respect to successor contracts.
- (C) The contractor agrees to continue participation in the Hanford defined benefit pension programs for employees of the prior contractor and its integrated subcontractors who are currently participating in the Hanford defined benefit pension programs and who are hired under this contract as employees of the contractor or its team. In the case of work scope assumed from Fluor Hanford, Inc., “prior contractor” should be read as “continuing site management contractor.” The contractor and its team members may participate in the existing 401(k) savings plan of the prior contractor or may offer an Internal Revenue Service qualified defined contribution plan(s) for employees of the contractor and its team members that will accept employee account assets and liabilities from the 401 (k) plans of the incumbent contractor and its integrated subcontractors. The provisions of the plan(s) are at the sole discretion of the contractor and its team members.
- (D) The contractor and its team members agree to credit the length of service employees of the incumbent workforce who are hired for work under this contract toward the service period required for benefits of this contract relating to vacations, sick leave, health insurance, and other benefits. This includes accepting severance pay credits earned by the employees with the preceding contractor to the extent the employees have not exercised any severance pay rights with the prior contractor and its integrated subcontractors.

## **H.7 Workers’ Compensation**

- (A) Pursuant to State of Washington Revised Code (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers’ compensation coverage. The coverage afforded by the workers’ compensation statutes shall, for performance of work under this contract at the Hanford Site, be subject to the following:

- (1) Under the terms of a Memorandum of Understanding with the Washington Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington. The Contractor is not required to pay for Workers' Compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- (2) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to the L & I, such payroll records as are required by Workers' Compensation laws of the State of Washington.
- (3) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to the Department, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the Workers' Compensation laws of the State of Washington.
- (4) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (5) The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

## **H.8 Administration of Subcontracts**

- (A) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE.
- (B) The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this Contract.
- (C) The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing.

## **H.9 Disposition of Intellectual Property - Failure to Complete Contract Performance**

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

- (A) Regarding technical data and other intellectual property, DOE may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary to complete the project, as well as the designs, operation manuals, flowcharts, software, information, etc., necessary for performance of the work, in conformance with the purpose of this contract. Proprietary data will be protected in accordance with the limited rights data provisions of the Rights in Data-Facilities clause.
- (B) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (C) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and any licenses in any third party intellectual property for operations, remediation and closure of the facilities to DOE or such other third party as DOE may designate.

## **H.10 Determination of Appropriate Labor Standards**

DOE shall determine the appropriate Labor Standards in accordance with the Davis-Bacon Act, which shall apply to work performed under this contract. Where requested by DOE, the contractor shall provide whatever information is relevant to labor standards determinations, in the form and timeframe required by DOE, as may be necessary by DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts.

## **H.11 Age Discrimination in Employment**

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations thereunder.

## **H.12 Other Government Contractors**

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other Contractors and Government employees and carefully integrate its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not

commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE Contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.

### **H.13 Advance Understanding On Costs**

- (A) The DOE and the Contractor will, within 60 days after contract award, reach advance understandings regarding certain costs under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. It is expected that costs covered by such advance understandings will include employee travel and relocation, corporate home office, employee compensation and benefits, and facilities capital costs of money. Generally, DOE expects the incurrence of costs to be consistent with the Contractor's corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of subpart 31.2 of FAR as supplemented by Department of Energy Acquisition Regulation (DEAR) 931.2. Advance understandings will be appended to the Contract in Section J, Appendix 6, *Advance Agreements, Personnel, and Related Costs*.
- (B) The maximum senior executive compensation allowable under this contract shall be governed by 65 Fed. Reg. 30640 (2000) and subsequent updates. The term "compensation" means the total amount of wages, salary, bonuses, and deferred compensation for the fiscal year, whether paid, earned, or otherwise accruing, as recorded in an employee's cost accounting records for the fiscal year.

### **H.14 Price-Anderson Amendments Act Non-Compliance**

The Contractor shall establish an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a PAAA reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring subcontractors adhere to the PAAA requirements.

### **H.15 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties**

- (A) The Contractor shall accept, in its own name, service of notices of violation or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
- (B) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

## H.16 Allocation of Responsibilities for Contractor Environmental Compliance Activities

- (A) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the “parties” for implementing the environmental requirements at facilities within the scope of the Contract. In this Clause, the term “environmental requirements” means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses.
- (B) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this Contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.
- (C) Regardless of which party to this contract is named subject of an enforcement action for noncompliance with environmental requirements by the cognizant regulatory authority, provisions of this contract related to allowable costs will govern liability for payment of any fine or penalty. If the named subject of an enforcement action or assessment of a fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost provisions of this contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty).

## H.17 Payments and Advances

- (A) Payment of fee amounts. Fee payments shall be made by direct payment as determined by the Contracting Officer (see Section B.9). The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No fee payments may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.
- (B) Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

- (C) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract in Section J, Appendix 7. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.
- (D) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (E) Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:
- (1) Compliance by the contractor with DOE's patent clearance requirements, and
  - (2) The furnishing by the contractor of:
    - (a) An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
    - (b) A closing financial statement;
    - (c) The accounting for Government-owned property required by the clause entitled "Property"; and
    - (d) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
      - (i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
      - (ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such

- claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause--, DEAR 970.5228-1, "Insurance-Litigation and Claims");
- (iii) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and
  - (iv) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- (3) In arriving at the amount due the contractor under this clause, there shall be deducted,
- (a) Any claim which the Government may have against the contractor in connection with this contract, and
  - (b) Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
  - (F) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
  - (G) Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
  - (H) Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.
  - (I) Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefor.

- (J) Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.

## H.18 Financial Management System Requirements

- (A) The Contractor shall operate and maintain a financial management system that (1) conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, and Cost Accounting Standards, except as modified by DOE requirements; (2) provides accurate, reliable, and auditable financial and statistical data on a timely basis; (3) ensures accountability for all assets; (4) supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as BRC Numbers, Program Task Numbers, and local projects/tasks; (5) maintains proper funding authorization; (6) provides sufficient management controls per DEAR 970.5203-1 Management Controls, and internal controls; (7) integrates and reports the financial information for subcontractors; and (8) provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.
- (B) The Contractor shall provide monthly electronic invoices (or data supporting payments cleared financing arrangement drawdowns), and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic invoice submission, the contractor shall provide all invoice data elements required to:
- (1) Determine that all costs invoiced by the contractor were necessary and reasonable per the terms and conditions of the contract. This includes but is not limited to invoice number, billing period, Work Breakdown Structure number, purchase order number and line item, quantity/hours, description of goods or services provided, cost type, cost categories, unit price, amount, adders.
  - (2) Properly record all contract costs and payments in the DOE accounting system. This includes, but is not limited to: Reporting Entity, Financial Plan, Local Organization, Fund-Code, Control Program Number (i.e. Budget and Reporting Numbers), Program Task Number, Project Baseline Summaries (PBS) numbers, the fiscal year the funds were provided, the project/task number, Object Class, sub-object classes, Other Party Identifiers, and Budget Reference Numbers for plant and equipment line item number (if applicable).

Upon request, the contractor shall also provide written documentation to support the electronic invoices to the Contracting Officer or his designate.

- (C) Centralized Business Management System (BMS) services are available from the assigned provider on a cost reimbursable basis. If a determination is made that said services will not be used, the contracting officer shall be notified within 60 days after contract award. DOE reserves the right to direct utilization of Central BMS services at any time.

(D) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

## H.19 Invoiced Amounts

In addition to the information required by other sections of this contract, the Contractor shall provide incurred cost data coded in a DOE defined format via computer. This incurred cost data must be fully edited against DOE codes such as BCR codes. The Contractor shall deliver the fully edited incurred cost data to DOE on the same day the payment is requested unless directed otherwise by DOE.

## H.20 Key Personnel

Key personnel are considered to be essential to the work being performed on this contract. Prior to diverting to other positions or substituting any of the specified Key individuals, or proposing them as a Key person under another contract, the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. Unless approved in writing by the Contracting Officer, no key personnel position will remain unfilled by a permanent replacement for more than 60 days. The key personnel list shall be amended during the course of the contract to add or delete key personnel as appropriate and approved by the Contracting Officer.

Anytime the overall RC Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, fee will be reduced by \$1,000,000. In addition, each time any of the other Key Personnel proposed are replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, fee will be reduced by \$500,000 for each removed or replaced individual.

The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of key personnel for this contract:

<u>Name</u>	<u>Position</u>
Patrick L. Pettiette	Project Manager
John Greg Meyer	ESH&Q Manager
Linda Guinn	Regulatory Strategy Manager

John G. McKibbin	Buildings 324/327 Field Project Manager
Dennis E. Reese	100 Area D <sup>4</sup> /ISS Field Project Manager
Carrie L. Taylor	300 Area D&D Field Project Manager
John E. Shaler, PE	Waste Sites Field Project Manager
John E. Law, PE	Burial Grounds Field Project Manager
Janice Williams	Waste Management and ERDF Operations Field Project Manager
Robert M. Nichols, Jr.	Closure Planning, Integration and Controls Manager
Jim L. Jacobsen	Business Administration Manager

## H.21 Responsible Corporate Official

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Appendix 1. If the Contractor is a joint venture, newly-formed L.L. Co., or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues. Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

Name: Stephen G. Hanks

Position: CEO, Washington Group International

Company/Organization: Washington Group International

Address: P.O. Box 22, Boise, Idaho 83729

Phone: (208) 386-6176

Facsimile: (208) 386-5298

Email: Steve.Hanks@wgint.com

## H.22 Alternative Dispute Resolution

- (A) The U.S. Department of Energy (DOE) and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree to:
- (1) Participate in a partnering workshop to be conducted by an experienced professional jointly agreed upon by the parties and,
  - (2) Jointly select a “standing neutral” within 30 days of completion of the partnering workshop. The “standing neutral” will be available to help resolve disputes as they arise. Such “standing neutral” can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a “standing neutral” cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. The specific ADR processes and procedures, as well as the processes for selecting the “standing neutral” will be determined at the partnering workshop.
- (B) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
- (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the “standing neutral,” pursuant to the procedures jointly developed in the partnering workshop.
  - (2) The “standing neutral” will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (C) If one party to this contract requests the use of the process set forth in paragraphs B(1) and B(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim under the “Disputes” clause, it must do so within 30 days of receipt of the written position from the other party.

## H.23 Displaced Employee Hiring Preference

- (A) Definition. Eligible employee means a former or current employee of a contractor or subcontractor
- (1) who has been employed at a Department of Energy Defense Nuclear Facility as defined in Section 3163 of the National Defense Authorization Act for FY 1993 (Pub. L. 102-484) and the interim

Planning Guidance for Contractor Work Force Restructuring (DEC 1998) or other applicable Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time (hereinafter "Guidance"), (2) whose employment at such a Defense Nuclear facility has been involuntarily terminated (other than for cause) or who has been notified that they are facing termination, (3) who has also met the job attachment test as set forth in applicable Departmental Guidance, and (4) who is qualified for a particular position with the Contractor or, with retraining, can become qualified within the time and cost limits set forth in the Departmental guidance.

- (B) The Contractor will assess the skills needed for the work to be performed under this contract and will provide to DOE Job Opportunity Bulletin Board System (JOBBS) all information relevant to the qualifications for all of the positions for which the Contractor has vacancies.
- (C) Consistent with the Department of Energy guidance as supplemented by the appropriate site work force restructuring plan, the Contractor agrees it will provide to the extent practicable a preference in hiring to an eligible employee as defined other than for managerial positions (defined as those above the first level of supervision) for work to be performed under this contract.
- (D) To the extent practicable, the Contractor will develop training programs designed to improve the qualifications of employees to fill vacancies with the contractor and will take such training into account in assessing the qualifications of eligible employees.
- (E) The requirements of this clause shall be included in subcontracts at any tier except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

## H.24 Labor Relations

- (A) The contractor, and its major subcontractors, will respect the rights of employees, (1) to organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees own choosing; and engage in other protected concerted activities for the purpose of collective bargaining, or (2) to refrain from such activities.
- (B) To the extent required by law, the Contractor and its major subcontractors shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain to good faith impasse or agreement, or otherwise satisfy applicable bargaining obligations.
- (C) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
  - (1) Possible strike situations affecting the facility;
  - (2) Referral to the Energy Labor-Management Relations Panel;
  - (3) The National Labor Relations Board at any level;

(4) Recourse to procedures under the Labor-Management Act of 1947 as amended, or any other Federal or state labor law; and

(5) Any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

(D) Cost of wages and fringe benefits, to employees represented by collective bargaining units, not in excess of those in appropriate collective bargaining agreements including the Hanford Site Stabilization Agreement, as modified throughout performance of this contract, shall be allowable. The costs associated with grievance processing and settlements, arbitration, and arbitration awards shall be allowable in accordance with the provisions of the Contract Section I Clause entitled, *Insurance - Litigation and Claims*.

## H.25 DOE Mentor Protégé Program

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Consistent with the provisions set forth in DEAR 919.70, the Contractor shall Mentor at least one active Protégé company at all times during the performance on this contract. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the contract.

## H.26 Small Business Fee Reduction

The Small Business Subcontracting Plan incorporated into this contract contains percentage goals for awarding of subcontracts to small businesses, small disadvantaged businesses, women-owned businesses, HUBZone businesses, and veteran owned businesses. The Contractor also agrees, as a part of this contract, to have in place, with one or more small businesses, a mentor protégé program. The Contractor’s performance in meeting these goals, and supporting protégé(s) in a mentor protégé agreement(s), will be evaluated at the following milestones:

1. End of Third Year of Contract Performance
2. End of Sixth Year of Contract Performance
3. End of Contract

If, at each one of these milestones, the Contractor has not met any or all of these subcontracting goals for that milestone period, or has failed to support a protégé during that period, the Contracting Officer may reduce the final fee amount by an amount up to \$3 Million for each milestone up to a total reduction of otherwise earned fee for the contract in the amount of \$9 Million. The reduction amount shall be at the unilateral discretion of the Contracting Officer. The dollar amount of each such reduction shall be a permanent reduction in the total fee paid under this contract. For the first two milestone periods, if it has been determined that the Contractor has failed to meet such goals, or have a mentor protégé program, upon establishment of an appropriate fee reduction amount for that period, the ensuing provisional fee payments shall be reduced proportionally during the next milestone period until the full milestone

reduction amount has been achieved. At contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with FAR 52.219-16, Liquidated Damages – Subcontracting Plan. Any reduction for failure to meet the Mentor-Protégé program shall be in addition to any liquidated damages under FAR 52.219-16. For the purpose of implementing this clause, the percentage goals initially established in the contractor's Small Business Subcontracting Plan will remain in effect for the duration of the contract period.

## **H.27 Cost Overruns for Building 324 and 327 D<sup>4</sup>**

Any cost to complete over the target cost of \$32,514,000 for RCC20820 and \$1,013,000 for RCC08520 (after being adjusted for escalation) will be deemed unallowable costs and will be subtracted from the contractor's fee, until the combined total of these unallowable costs equals \$5 million, without regard to the contract minimum fee included in section B.7. When the \$5 million amount is reached, any additional costs will again become allowable costs unless excluded elsewhere in the contract. The contractor will account for all costs consistent with government accounting practices.

## **H.28 Cost Overruns for ISS of 105-H, 105-D, and 105-F Reactors**

All costs to complete over the target costs of \$9,332,000 for RCC02430, \$5,614,000 for RCC03300 and \$4,693,000 for RCC01890 (after each is adjusted for escalation) will be deemed unallowable costs and will be subtracted from the subcontractor's fee until the combined total of these unallowable costs equals \$2.5 million, without regard to the contract minimum fee included in section B.7. When the \$2.5 million amount is reached, any additional costs will again become allowable costs unless excluded elsewhere in the Contract. The Contractor will account for all costs consistent with government accounting practices.

## **H.29 Waste Volume Risk Assumption**

Notwithstanding that Clause B.8(B)(3) states that "...for the remediation of waste sites including burial grounds....The contractor may submit for negotiation a request for a change to the target cost if the actual waste volumes are 20% greater than the projected waste volumes as specified in the Richland Environmental Restoration Project Baseline, Multi-Year Work Plan, DOE/RL-96-105 Revision 4, in the aggregate over all the waste sites specified in the SOW," the Contractor will not submit such request for change until the actual waste volumes are 25% greater than the specified volumes.

## **H.30 ERDF Performance Warranty**

If the Contractor disposes of waste at ERDF that does not meet ERDF waste acceptance criteria, the Contractor will take whatever corrective action is necessary per the permit. The costs for any such corrective action shall be unallowable and will be subtracted from the contractor's fee until the combined total of those unallowable costs equals \$2 million, without regard to the contract minimum fee included in Clause B.7. When the \$2 million amount is reached, any additional costs will again become allowable

costs unless excluded elsewhere in the contract. The contractor will account for all costs consistent with government accounting practices.

### **H.31 Penalty for Failing to Meet Tri-Party Agreement Milestones**

The Contractor will be assessed a \$100,000 fee reduction for each of the 23 Phase I Tri-Party Agreement milestones listed in Table C.5 of the Statement of Work that the Contractor misses, without regard to the contract minimum fee included in Clause B.7. This fee penalty is independent of, and may be in addition to, any penalty assigned to the Contractor under Clause H.15.

### **H.32 Penalty for Removal of Essential Personnel**

The Contractor shall provide a list of the 40 essential personnel. The essential personnel list shall be amended during the course of the contract to add or delete essential personnel as appropriate and as approved by the Contracting Officer.

Any time an essential person is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position or before the planned end of the position, whichever is less, fee will be reduced by \$100,000 for each removed or replaced individual.

The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

In addition, the Contractor will pay a \$100,000 penalty for each named essential person who does not report to work on his/her first day of scheduled work on this contract for any reason under the control of the Contractor. This penalty will be subtracted from the Contractor's fee. Any such essential personnel fee penalty shall be deducted without regard to the contract minimum fee included in Clause B.7.

### **H.33 Employee Incentive and Retention Programs**

The Contractor will create an employee performance incentive and retention program pool for all contract employees. Upon contract award, the Contractor will prepare a detailed plan defining and establishing specific award and payment criteria; DOE will be provided the opportunity to approve this plan. This program will be administered by the Contractor for employee incentives and retention.

Under this performance incentive and retention program, the Contractor shall contribute into this program's incentive pool 10% of its fee earnings for cost performance under the contract target cost. In addition, DOE has the option to "contribute" 10% of its cost savings for cost performance under the contract target cost. The DOE contribution shall be achieved by accepting as an allowable cost under the contract payment by the Contractor into the incentive program pool of an amount equal to 10% of the cost savings achieved against the target cost. This cost savings payment amount shall not count against the actual target cost established pursuant to Section B of this contract.

The Contractor will annually establish the incentive distribution plan and shall make annual payments into the incentive program pool, as appropriate, based on earned value performance against the target cost. The incentive program plan will have provisions for incremental incentive contribution forfeiture for performance that compromises safety or compliance, consistent with the severity of the fee deduction imposed on the Contractor by DOE.

Inclusion of this clause into this contract creates no rights in any third parties. Additionally, this clause may not be used to claim any right to disbursement of any amount. Based on contract performance, it is possible that no disbursement will be made.

### **H.34 Technical Assistance**

The Contractor will provide DOE with a list of 30 technical experts that the Contractor will make available upon request at no cost to provide support to WCC for the RCC Project. Such corporate support will be for special technical expertise not generally available on the contract, or support that is needed on an immediate or emergency basis.

### **H.35 Parent Company G&A Cost Unallowability**

Except for the G&A expense allocations for any employees of the Contractor's parent(s) or affiliated companies under a subcontract to the Contractor, no parent company G&A expense (home office expense) is allowable under this contract per FAR 31.201-6.

### **H.36 Development of Labor Resources**

The Contractor will invest in a program to develop craft labor in disciplines that are anticipated to be needed or have limited availability. Annually, the Contractor will contribute from fee to the program. The Contractor must contribute \$1 million over the life of the contract. The program may address recruiting, training, retention or any other area designed to make skilled resources available to the site. The program will be designed in cooperation with local unions and will be reviewed by DOE. Inclusion of this clause creates no rights in any third parties or any relators under the False Claims Act. Benefit flows exclusively to the Government.

## **Part II - Contract Clauses**

### **Section I**

#### **Contract Clauses**

## SECTION I

### CONTRACT CLAUSES

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (May 2001) – Alternate I (Mar 2001)	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 52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)	None
I.14	FAR 52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)	None
I.15	FAR 52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)	None
I.16	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	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)	None
I.20	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)	None
I.21	FAR 52.219-8	Utilization of Small Business Concerns (Oct 2000)	None
I.22	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2002) – Alternate II (Oct 2001)	None
I.23	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.24	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)	(b) 0

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.25	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.26	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.27	FAR 52.222-3	Convict Labor (Aug 1996)	None
I.28	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)	None
I.29	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.30	FAR 52.222-26	Equal Opportunity (Feb 1999)	None
I.31	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)	None
I.32	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.33	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)	None
I.34	FAR 52.222-41	Service Contract Act of 1965, As Amended (May 1989)	None
I.35	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	Employee Class Monetary Wage – Fringe Benefits
I.36	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) TBD
I.37	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)	None
I.38	FAR 52.223-6	Drug-Free Workplace (May 2001)	None
I.39	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.40	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.41	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.42	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.43	FAR 52.225-5	Trade Agreements (Apr 2000)	None
I.44	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)	None
I.45	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.46	FAR 52.227-1	Authorization and Consent (Jul 1995)	None
I.47	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
I.48	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.49	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	Marked as Restricted; 5/20/02
I.50	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.51	FAR 52.230-6	Administration of Cost Accounting Standards (Nov 1999)	None
I.52	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.53	FAR 52.232-17	Interest (Jun 1996)	None

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.54	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.55	FAR 52.232-23	Assignment of Claims (Jan 1986)	None
I.56	FAR 52.232-34	Payment of Electronic Funds Transfer – Other than Central Contractor Registration (May 1999)	(b) No later than 15 days prior to submission of the first request for payment
I.57	FAR 52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)	None
I.58	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.59	FAR 52.237-3	Continuity of Services (Jan 1991)	None
I.60	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.61	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.62	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.63	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.64	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate I (Apr 1984)	None
I.65	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
I.66	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 days. (d) 30 days.
I.67	FAR 52.244-2	Subcontracts (Aug 1998) – Alternate II (Aug 1998)	(e) TBD (k) TBD.
I.68	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.69	FAR 52.244-6	Subcontracts for Commercial Items (May 2001)	None
I.70	FAR 52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)	None
I.71	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.72	FAR 52.247-1	Commercial Bill of Lading Notations (Apr 1984)	(a) DOE (b) DOE Contract No. DE-AC06-03RL14300 DOE/RL Office of Procurement Services, A7-80, P.O. Box 550, Richland, WA 99352
I.73	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jan 1997)	None
I.74	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)	None
I.75	FAR 52.249-6	Termination (Cost Reimbursement) (Sep 1996)	None
I.76	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.77	FAR 52.251-1	Government Supply Sources (Apr 1984)	None
I.78	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.79	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.80	DEAR 952.202-1	Definitions (Jan 1997)	None
I.81	DEAR 952.203-70	Whistleblower Protection for Contractor Employees	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
		(Dec 2000)	
I.82	DEAR 952.204-2	Security (Sep 1997)	None
I.83	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.84	DEAR 952.208-70	Printing (Apr 1984)	None
I.85	DEAR 952.216-7	Allowable Cost and Payment (Jan 1997); Alternate II	None
I.86	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.87	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.88	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.89	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Marked as Restricted
I.90	DEAR 952.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)	None
I.91	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.92	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.93	DEAR 970.5203-1	Management Controls (Dec 2000)	None
I.94	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.95	DEAR 970.5204-3	Access to and Ownership of Records (Dec 2000)	(b)(1) Through (b)(5) are contractor-owned records
I.96	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning Execution (Dec 2000)	None
I.97	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.98	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.99	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	Paragraph (e), subsection (c) of Limited Rights Notice modified.
I.100	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.101	DEAR 970.5228-1	Insurance -- Litigation and Claims (Dec 2000)	The reference in paragraph e(2) to 48 CFR 970.5204-15 is changed to 48 CFR 52.232-22
I.102	DEAR 970.5231-4	Preexisting Conditions (Dec 2000)	July 24, 2003
I.103	DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2000)	None
I.104	DEAR 970.5232-7	Financial Management System (Dec 2000)	None

The following clauses I.105 through I.116 are specifically applicable to construction work under this contract:

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.105	FAR 52.222-6	Davis-Bacon Act (Feb 1995)	None
I.106	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.107	FAR 52.222-8	Payrolls and Basic Records (Feb 1988)	None
I.108	FAR 52.222-9	Apprentices and Trainees (Feb 1988)	None
I.109	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.110	FAR 52.222-11	Subcontracts (Labor Standards) (Feb 1988)	None
I.111	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.112	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.113	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.114	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.115	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.116	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None

## **Part III - List of Documents, Exhibits, and Other Attachments**

### **Section J**

#### **List of Attachments**

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## Appendix 1 - Performance Guarantee Agreement

### Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into the Contract contemplated by Solicitation No. DE-RP06-02RL14300 for the United States Department of Energy Contract dated 4/25/03, by and between the Government and Washington Closure Company LLC, a Washington limited liability company (Contractor), the undersigned, Washington Group International, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 720 Park Boulevard, Boise, Idaho, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in a whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

5/16/02

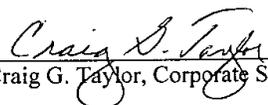
Date

Washington Group International, Inc.

Name of Corporation

  
Stephen G. Hanks, President and Chief Executive Officer

Name and Position of Official Executing  
Performance Guarantee Agreement on  
Behalf of Guarantor

  
Craig G. Taylor, Corporate Secretary

Attestation Including Application of  
Seal by an Official of Guarantor  
Authorized to Affix Corporate Seal

## Attachment 9 Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into the Contract arising out of solicitation no. DE-RP06-02RL14300 for the River Corridor Closure Project, by and between the Government and Washington Closure Company (Contractor), the undersigned, Tyco (US) Holdings, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at One Tyco Park, Exeter, New Hampshire 03833, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in a whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger,

or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

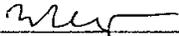
In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer.

May 14, 2002

Date

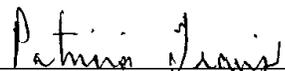
Tyco (US) Holdings, Inc.

Name of Guarantor

By: 

M. Brian Moroze, Director and Secretary

Name and Position of Official Executing  
Performance Guarantee Agreement on Behalf of Guarantor



Attestation  
(Guarantor does not have a corporate seal.)

Patricia Travis, Assistant Secretary

## Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into a Contract resulting from Solicitation Number DE-RPO6-02RL14300 for the Environmental Remediation of the River Corridor on the Hanford Site (Contract), by and between the Government and Washington Closure Company, LLC (Contractor), the undersigned, Fluor Enterprises, Inc. (Guarantor), a corporation incorporated in the State of California with its principal place of business at Aliso Viejo, California, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in a whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor

will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

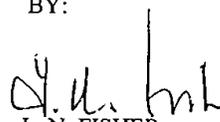
Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on September 6, 2002.

FLUOR ENTERPRISES, INC.

BY:



L. N. FISHER

VICE PRESIDENT AND SECRETARY

Signed and Sealed Before Me  
This 6th Day of September, 2002



Robert R. Dryden, Assistant Secretary

Fluor's Performance Guarantee Agreement is based on the interpretation that (1) paragraph one of the Guarantee permits the Guarantor to raise the same contract performance defenses that would be available to the Contractor, and (2) the waiver in the first two lines of paragraph three is not intended to reduce or eliminate the right of Guarantor to raise such contract performance defenses.

## **Appendix 2 - Laws, Regulations, and DOE Directives Applicable to the River Corridor Contract**

The DOE Directives and Laws found in the following listing are the “List of Applicable Laws and Regulations”, “List of Applicable Directives”, and “Lists A and B” as those terms are used in paragraph (b) of Section I Clause, Laws, Regulations, and DOE Directives. The contractor should follow the established exemption process to obtain relief from requirements of these regulations where applicable.

It is anticipated during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when spent nuclear fuel is removed from the 300 Area and transferred to the Hanford Site Management Contractor, the conditions for applicability for those DOE Directives addressing safeguards of such material may no longer exist. In any such situation where the contractor seeks relief from the requirements of such DOE Directives, the contractor may notify the Contracting Officer in writing explaining the reasons for its belief the DOE Directives no longer apply to contract performance. The Contracting Officer may determine the conditions for applicability of a DOE Directive still exist, and may direct the contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g. spent fuel is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again.

### **List A: Applicable Laws and Regulations**

Federal Regulations and applicable Washington Administrative Code governing DOE activities are applicable to work and activities conducted by the contractor.

## List B: Applicable DOE Directives

The following is an all-inclusive list of applicable DOE directives.

Directive Identifier	Title	Changes
Contractor Requirements Document (CRD) M 140.1-1B	Interface with the Defense Nuclear Facility Safety Board	
DOE N 142.1	Unclassified Foreign Visits and Assignments	
CRD O 151.1A	Comprehensive Emergency Management System	
CRD M 200.1-1, Chapter 9 (Supplement* Rev. 0)	Public Key Cryptography and Key Management	
CRD N 205.1 (Supplement Rev. 0)	Unclassified Cyber Security Program	
CRD N 205.2	Foreign National Access to DOE Cyber Systems	
CRD N 205.3	Password Generation, Protection and Use	
CRD O 221.1	Reporting Fraud, Waste and Abuse	
CRD O 221.2	Cooperation with the Office of Inspector General	
CRD O 225.1A	Accident Investigations	1
CRD O 231.1	Environment, Safety and Health Reporting	2
CRD O 232.1A, Rev. 0 (Supplement Rev. 0)	Occurrence Reporting and Processing of Operations Information	
CRD O 251.1A	Directives System	
CRD O 311.1A	Equal Employment Opportunity and Diversity Program	
CRD O 413.1	Management Control Program	
CRD O 414.1A	Quality Assurance	
CRD O 420.1 (Supplement Rev. 0, including Section B, specific clarification 4))	Facility Safety	1,2,3
CRD O 425.1B, Rev. 0 (Supplement Rev. 1)	Startup and Restart of Nuclear Facilities	
CRD O 430.1A, Rev. 1 Only CRD Section 2 for non-Rad facilities	Life Cycle Asset Management	

\*Those directives marked "Supplement," are DOE-RL CRDs that are in addition to the DOE-HQ CRDs. The Section B clarification and Section C supplemental requirements apply in addition to the HQ CRDs. Any specific clarifications or requirements do not apply unless otherwise noted.

<b>Directive Identifier</b>	<b>Title</b>	<b>Changes</b>
CRD O 433.1	Maintenance Management Program for DOE Nuclear Facilities	
CRD O 435.1, Rev. 0 (Supplement Rev. 0)	Radioactive Waste Management	1
CRD O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees	
CRD O 442.1A (Supplement Rev. 0)	Department of Energy Employee Concerns Program	
CRD N 450.7, Rev. 0 (Supplement Rev. 0)	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities	
CRD O 460.1A	Packaging and Transportation Safety	
CRD O 460.2 (Supplement Rev. 0 including specific clarification 1)	Departmental Materials, Transportation, and Packaging Management	1
CRD O 470.1, Except CRD Chapters III and VI (Supplement Rev. 1)	Safeguards and Security Program	1
CRD O 471.1A, Rev. 0 (Supplement Rev. 0)	Identification and Protection of Unclassified Controlled Nuclear Information	
CRD O 471.2A (Supplement Rev. 0)	Information Security Program	
CRD N 471.3, Rev. 0 (Supplement Rev. 0)	Reporting Incidents of Security Concern	
CRD N 473.4 (Supplement Rev. 0)	Department of Energy Badges	
CRD O 474.1A	Control and Accountability of Nuclear Materials	
CRD M 474.1-1A (Supplement Rev. 0)	Manual for Control and Accountability of Nuclear Materials	
CRD M 474.1-2	Nuclear Materials Management and Safeguards System Reporting and Data Submission	2
CRD O 534.1A (Supplement Rev. 0)	Accounting	
CRD O 551.1A, Rev. 0 (Supplement Rev. 0)	Official Foreign Travel	
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	

<b>Directive Identifier</b>	<b>Title</b>	<b>Changes</b>
DOE O 5400.5	Radiation Protection of the Public and the Environment	1,2
CRD 5480.19 (Supplement Rev. 0)	Conduct of Operations Requirements for DOE Facilities	2
DOE O 5480.20A	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	
DOE O 5632.1C	Protection and Control of Safeguards and Security Interests	
DOE M 5632.1C-1 (Supplement Rev. 0)	Manual for the Protection and Control of Safeguards and Security Interests	1
DOE O 5670.3	Counterintelligence Program	
RLID 440.3	Regulatory Access Requirements and Implementing Directive	
RLID 5670.3A	Counterintelligence Program	
DOE/RL-92-36, Release 30	Hanford Site Hoisting and Rigging Manual	
DOE/RL-91-31, Rev 5, except Section 4	Hanford Site Waste Minimization and Pollution Prevention Awareness Program Plan	
DOE/RL-96-68, Rev. 2	Hanford Analytical Services Quality Assurance Requirements Documents	
DOE/RL-94-02, Rev. 2	Hanford Emergency Management Plan	
DOE/RL, Rev. 1-2002-12, dated September 2001	Hanford Site Radiological Health and Safety Manual	
DOE/RL-SOD-INST L&T.001, Rev. 2	Hanford Site Lockout/Tagout Program	
DOE/RL	DOE Hanford Site Services Manual, Rev. 3 dated January 2002	

### Appendix 3 - Phase I Waste Site and D<sup>4</sup> Facility List

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
<b>100 Area</b>		
<b>100-IU-6 Operable Unit (Hanford Townsite)</b>		
<b>Complete Waste Site Remediation</b>		
100-IU-6	Confirmatory Sampling Site - 600-107	213-J and 213-K Cribs, Gable Mountain Plutonium Storage Vault Cribs
100-IU-6	Confirmatory Sampling Site - 600-108 (includes 600-257)	213-J & 213-K Cribs, Gable Mountain Plutonium Storage Vaults
100-IU-6	Confirmatory Sampling Site - 600-109	Hanford Trailer Camp Landfill
100-IU-6	Confirmatory Sampling Site - 600-110	Hanford Town Site Landfill
100-IU-6	Confirmatory Sampling Site - 600-111	P-11 Critical Mass Laboratory
100-IU-6	Remediate Waste Site - 600-149	Small Arms Range, Rifle and Pistol Range
100-IU-6	Remediate Waste Site - 600-178	213-J and 213-K Guard House Toilet Pit
100-IU-6	Remediate Waste Site - 600-186	Hanford Construction Camp Septic Tanks and Sewage Treatment Plants
100-IU-6	Confirmatory Sampling Site - 600-202	Four Burn and Burial Pits
100-IU-6	Confirmatory Sampling Site - 600-204	Hanford Town Site Burn and Burial Pit
100-IU-6	Confirmatory Sampling Site - 600-205	Hanford Town Site Landfill 2
100-IU-6	Confirmatory Sampling Site - 600-208	Hanford Construction Camp Boiler House Ponds
100-IU-6	Remediate Waste Site - 600-213	Hanford Airstrip Underground Fuel Storage Tanks
100-IU-6	Confirmatory Sampling Site - 600-3	Hanford Town Site Dumping Area and Paint Pit
100-IU-6	Confirmatory Sampling Site - UPR-600-16	P-11 Fire and Contamination Spread
<b>100-IU-2 Operable Unit (White Bluffs Townsite)</b>		
<b>Complete Waste Site Remediation</b>		
100-IU-2	Confirmatory Sampling Site - 600-100	White Bluffs Landfill
100-IU-2	Confirmatory Sampling Site - 600-120	White Bluffs Spare Parts Burn Pit

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-IU-2	Confirmatory Sampling Site - 600-124	White Bluffs Burn Site and Paint Disposal Area
100-IU-2	Confirmatory Sampling Site - 600-125	White Bluffs Waste Disposal Trench 1
100-IU-2	Confirmatory Sampling Site - 600-127	White Bluffs Loading Docks and Fuel Storage Area
100-IU-2	Confirmatory Sampling Site - 600-128	White Bluffs Oil and Oil Filter Dump Site
100-IU-2	Confirmatory Sampling Site - 600-129	White Bluffs Pre-MED Community Dump Site 1
100-IU-2	Confirmatory Sampling Site - 600-131	White Bluffs Water Station and Special Fabrication Shops and Warehouse
100-IU-2	Confirmatory Sampling Site - 600-132	White Bluffs Construction Contractor Shop Landfill
100-IU-2	Confirmatory Sampling Site - 600-139	White Bluffs Automotive Repair Shop & Associated Waste Site
100-IU-2	Confirmatory Sampling Site - 600-176	White Bluffs Paint Disposal Area
100-IU-2	Confirmatory Sampling Site - 600-181	White Bluffs Oil Dump
100-IU-2	Remediate Waste Site - 600-182	White Bluffs Asbestos Pipe and Lagging and Excess Piping
100-IU-2	Confirmatory Sampling Site - 600-188	White Bluffs Waste Disposal Trench 2
100-IU-2	Confirmatory Sampling Site - 600-190	White Bluffs Warehouse Tar and/or Paint Disposal Area
100-IU-2	Remediate Waste Site - 600-191	White Bluffs Pre-MED Community Dump Site 2
100-IU-2	Confirmatory Sampling Site - 600-201	White Bluffs Paint and Solid Waste Disposal Site
100-IU-2	Confirmatory Sampling Site - 600-5	White Bluffs Waste Oil Dump, Asphalt Heliport
100-IU-2	Confirmatory Sampling Site - 600-52	White Bluffs Surface Basin
100-IU-2	Confirmatory Sampling Site - 600-98	East White Bluffs City Landfills
100-IU-2	Confirmatory Sampling Site - 600-99	JA Jones 2
100-IU-2	Confirmatory Sampling Site - 628-1	White Bluffs Burn Pit
<b>B/C Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
100 B/C	D <sup>4</sup> 111-B	Decontamination Station

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
Area		
100 B/C Area	D <sup>4</sup> 118-C4	Horizontal Control Rod Storage Cave
100 B/C Area	D <sup>4</sup> 1904-B1	Outfall Structure
100 B/C Area	Special Projects - 116-B	Reactor Exhaust Stack
100 B/C Area	B Reactor Hazard Mitigation	B Reactor Hazard Mitigation per the approved EE/CA
<b>Complete Waste Site Remediation</b>		
100-BC-2	Confirmatory Sampling Site - 100-B-1	Surface Chemical and Solid Waste Dumping Area
100-BC-1	Remediate Liquid Waste Site - 100-B-2	181-B Backwash Trench
100-BC-1	Remediate Liquid Waste Site - 100-B-8 (includes Burial Grounds 118-B-2, 118-B-7 and Waste Site 100-B-5)	100 B-Reactor Cooling Water Effluent Underground Pipelines
100-BC-1	Remediate Liquid Waste Site - 100-C-8	105 C Hydraulic Oil Release
100-BC-1	Remediate Liquid Waste Site - 100-C-9	Process and Sanitary Sewer Underground Pipelines
100-BC-2	Confirmatory Sampling Site - 100-C-3	Sample Building French Drain
100-BC-1	Confirmatory Sampling Site - 116-B-15	Fuel Storage Basin Cleanout Perk Pit
100-BC-2	Confirmatory Sampling Site - 116-C-3	105-C Chemical Waste Tanks
100-BC-2	Confirmatory Sampling Site - 116-C-6	Fuel Storage Basin Cleanout Perk Pit
100-BC-1	Confirmatory Sampling Site - 1607-B1	Septic Tank System
100-BC-2	Confirmatory Sampling Site - 1607-B10	Septic Tank System
100-BC-2	Confirmatory Sampling Site - 1607-B11	Septic Tank System
100-BC-1	Confirmatory Sampling Site - 1607-B2	Septic Tank System
100-BC-1	Confirmatory Sampling Site - 1607-B3	Septic Tank System

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-BC-1	Confirmatory Sampling Site - 1607-B5	Septic Tank System
100-BC-1	Confirmatory Sampling Site - 1607-B6	Septic Tank System
100-BC-1	Confirmatory Sampling Site - 1607-B7	Septic Tank System
100-BC-2	Confirmatory Sampling Site - 1607-B8	Septic Tank System
100-BC-2	Confirmatory Sampling Site - 1607-B9	Septic Tank System
100-BC-1	Confirmatory Sampling Site - 100-B-3	Hot Thimble Burial Ground
100-BC-1	Confirmatory Sampling Site - 126-B-2	183-B Clearwells
100-BC-2	Remediate Waste Site - 600-232	100-B Electrical Laydown Area
100-BC-1	Remediate Waste Site - 100-B-11	Caisson Valve Pit
100-BC-2	Confirmatory Sampling Site - 100-C-7	183-C Filter Building-Pump Room Foundation and Demolition Waste
100-BC-1	Remediate Waste Site - 118-B-8	B Reactor
100-BC-1	Remediate Waste Site - 118-B-9	104-B-1 Tritium Vault and 104-B-2 Tritium Laboratory
100-BC-2	Remediate Waste Site - 118-C-3	C-Reactor (subsite 118-C-3: 1 is open, subsite 118-C-3: 2 is closed)
100-BC-2	Remediate Waste Site - 118-C-4	Horizontal Control Rod Storage Cave
100-BC-1	Confirmatory Sampling Site - 120-B-1	105-B Battery Acid Sump
100-BC-1	Confirmatory Sampling Site - 126-B-3	184-B Coal Pit
100-BC-1	Confirmatory Sampling Site - 128-B-2	100-B Burn Pit #2
100-BC-1	Remediate Waste Site - 128-B-3	Coal Ash and Demolition Waste Site
100-BC-2	Confirmatory Sampling Site - 128-C-1	100-C Burn Pit
100-BC-1	Confirmatory Sampling Site - 132-B-1	108-B Tritium Separation Facility

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-BC-1	Remediate Waste Site - 132-B-2	116-B Reactor Exhaust Stack
100-BC-1	Confirmatory Sampling Site - 132-B-3	108-B Ventilation Exhaust Stack Site
100-BC-1	Confirmatory Sampling Site - 132-B-4	117-B Filter Building
100-BC-1	Confirmatory Sampling Site - 132-B-5	115-BC Gas Recirculation Facility
100-BC-2	Confirmatory Sampling Site - 132-C-1	116-C Reactor Exhaust Stack Site
100-BC-2	Confirmatory Sampling Site - 132-C-3	117-C Filter Building
100-BC-1	Remediate Waste Site - 600-230	Historic Disposal Site
100 B/C Area	Remediate Liquid Waste Site - 100-B-15 (includes 116-B-7, 132-B-6, 132-C-2, 100-C-6)	B/C Effluent River Pipelines
100 B/C Area	Remediate Waste Site - 100 BC - Misc. Piping (includes 100-C-5, 100-B-14, 100-B-7)	Water Treatment Facilities Underground Pipelines/Process and Sanitary Sewer Underground Pipelines
<b>Complete Burial Ground Remediation</b>		
100-BC-2	Remediate Burial Grounds - 118-C-2	105-C Ball Storage Tank
100-BC-2	Remediate Burial Grounds - 118-B-1	Construction Burial Ground No. 1
100-BC-1	Remediate Burial Grounds - 118-B-10	Ball 3X Storage Vault
100-BC-2	Remediate Burial Grounds - 118-B-3	Construction Burial Ground No. 2
100-BC-2	Remediate Burial Grounds - 118-B-4	105-B Spacer Burial Ground
100-BC-1	Remediate Burial Grounds - 118-B-5	Ball 3X Burial Ground
100-BC-2	Remediate Burial Grounds - 118-B-6	108-B Solid Waste Burial Ground
100-BC-2	Remediate Burial Grounds - 118-C-1	105-C Solid Waste Burial Ground
100-BC-2	Remediate Burial Grounds - 600-33	105-C Reactor Test Loop Burial Site

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
<b>F Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
100 F Area	D <sup>4</sup> 183-F	West Clearwell
<b>Complete Interim Safe Storage</b>		
100 F Area	Interim Safe Storage - 105-F Reactor (ISS)	F Reactor Interim Safe Storage
<b>Complete Waste Site Remediation</b>		
100-FR-1	Confirmatory Sampling Site - 100-F-10	French Drain at East End of 105-F Storage Room (Southeast Corner)
100-FR-1	Confirmatory Sampling Site - 100-F-11	108-F Building 18 inch French Drain
100-FR-1	Confirmatory Sampling Site - 100-F-12	105-F Building 36 inch French Drain
100-FR-1	Confirmatory Sampling Site - 100-F-16	108-F Building 30 inch French Drain
100-FR-1	Confirmatory Sampling Site - 100-F-18	105-F Condensate Drain Field
100-FR-1	Remediate Liquid Waste Site - 100-F-19	Contaminated Underground Lines
100-FR-1	Remediate Liquid Waste Site - 100-F-26	100-F Water Treatment Facility Underground Pipelines
100-FR-2	Confirmatory Sampling Site - 100-F-28	Septic Tank System
100-FR-1	Confirmatory Sampling Site - 100-F-29	100-F Experimental Animal Farm Process Sewer Pipelines
100-FR-1	Confirmatory Sampling Site - 100-F-31	Sanitary Sewer System
100-FR-1	Confirmatory Sampling Site - 100-F-33	146-F Aquatic Biology Fish Ponds
100-FR-1	Confirmatory Sampling Site - 100-F-34	Biology Facility French Drain
100-FR-1	Confirmatory Sampling Site - 100-F-4	108-F Building 12 inch French Drain
100-FR-1	Confirmatory Sampling Site - 100-F-7	Underground Fuel Tank
100-FR-1	Confirmatory Sampling Site - 100-F-9	105-F Storage Room French Drain (Northeast Corner)

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-FR-1	Remediate Liquid Waste Site - 116-F-1	Lewis Canal Trench
100-FR-1	Confirmatory Sampling Site - 116-F-12	French Drain
100-FR-1	Remediate Liquid Waste Site - 116-F-15	108-F Radiation Crib
100-FR-1	Remediate Liquid Waste Site - 116-F-6	Liquid Waste Disposal Trench
100-FR-1	Confirmatory Sampling Site - 116-F-7	Seal Pit Water Crib
100-FR-1	Confirmatory Sampling Site - 126-F-2	183-F Clearwells
100-FR-1	Confirmatory Sampling Site - 132-F-6	Waste Water Pumping Station
100-FR-2	Confirmatory Sampling Site - 1607-F1	Septic Tank System
100-FR-1	Remediate Liquid Waste Site - 1607-F2	Septic Tank System
100-FR-1	Confirmatory Sampling Site - 1607-F3	Septic Tank System
100-FR-1	Confirmatory Sampling Site - 1607-F4	Septic Tank System
100-FR-1	Confirmatory Sampling Site - 1607-F5	Septic Tank System
100-FR-1	Confirmatory Sampling Site - 1607-F7	Septic Tank System
100-FR-1	Confirmatory Sampling Site - 182-F	Reservoir
100-FR-2	Confirmatory Sampling Site - 100-F-14	100-F Carpenter Shop Waste Site Vent
100-FR-1	Confirmatory Sampling Site - 100-F-23	141-C Drywell
100-FR-1	Confirmatory Sampling Site - 100-F-24	145-F Drywell
100-FR-1	Confirmatory Sampling Site - 100-F-25	146-FR Drywells
100-FR-2	Remediate Waste Site - 100-F-35	Soil Contamination Area inside 105-F Exclusion Area
100-FR-1	Remediate Waste Site - 116-F-16	PNNL Outfall

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-FR-1	Remediate Waste Site - 116-F-8 (includes 100-F-39)	1904-F Outfall Structure
100-FR-2	Confirmatory Sampling Site - 118-F-4	115-F Crib
100-FR-1	Remediate Waste Site - 118-F-8	105-F Reactor Building
100-FR-2	Remediate Waste Site - 120-F-1	Glass Dump
100-FR-2	Remediate Waste Site - 126-F-1	184-F Powerhouse Ash Pit
100-FR-2	Confirmatory Sampling Site - 128-F-1	100-F Burn Pit
100-FR-1	Confirmatory Sampling Site - 128-F-2	100-F Burn Pit
100-FR-2	Confirmatory Sampling Site - 128-F-3	PNNL Burn Pit
100-FR-1	Confirmatory Sampling Site - 132-F-1	Chronic Feeding Barn
100-FR-1	Confirmatory Sampling Site - 132-F-3	115-F Gas Recirculation Facility
100-FR-1	Confirmatory Sampling Site - 132-F-4	Reactor Stack
100-FR-1	Confirmatory Sampling Site - 132-F-5	117-F Filter Building
100-FR-1	Confirmatory Sampling Site - 141-C	Large Animal Barn and Biology Lab (Hog Barn)
100-FR-1	Confirmatory Sampling Site - UPR-100-F-1	141 Building Sewer Line Spill
100-FR-1	Confirmatory Sampling Site - UPR-100-F-3	Mercury Spill
100-FR-1	Confirmatory Sampling Site - 100-F-36	108-F Chemical Pumphouse/Biological Laboratory
100-FR-1	Confirmatory Sampling Site - 100-F-37	French Drain Near Hydrant F-2
100-FR-1	Remediate Waste Site - 100-F-38	Yellow Stained Soil Near Hydrant F-2
100-FR-1	Confirmatory Sampling Site - 100-F-40	Animal Farm Surface impoundment
100 F Area	Remediate Waste Site - 100 F - Miscellaneous Piping	100 F - Miscellaneous Piping

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
<b>Complete Burial Ground Remediation</b>		
100-FR-2	Remediate Burial Grounds - 100-F-20	PNNL Parallel Pits
100-FR-2	Remediate Burial Grounds - 118-F-1	Minor Construction Burial Ground #2
100-FR-2	Remediate Burial Grounds - 118-F-2	Solid Waste Burial Ground #1
100-FR-2	Remediate Burial Grounds - 118-F-3	Minor Construction Burial Ground #1
100-FR-2	Remediate Burial Grounds - 118-F-5	PNNL Sawdust Pit
100-FR-2	Remediate Burial Grounds - 118-F-6	PNNL Solid Waste Burial Ground
100-FR-2	Remediate Burial Grounds - 118-F-7	100-F Misc. Hardware Storage Vault
100-FR-2	Remediate Burial Grounds - 118-F-9	PNNL Radiation Site
<b>H Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
100 HR Area	D <sup>4</sup> 1720-HA	Arsenal
100 HR Area	D <sup>4</sup> 183-H West Clearwell (includes Waste Site 100-H-34)	West Clearwell
<b>Complete Interim Safe Storage</b>		
100 HR Area	Interim Safe Storage - 105-H Reactor (ISS)	H Reactor Interim Safe Storage
<b>Complete Waste Site Remediation</b>		
100-HR-1	Confirmatory Sampling Site - 100-H-10	French Drain D
100-HR-1	Remediate Liquid Waste Site - 100-H-11	Expansion Box French Drain E
100-HR-1	Remediate Liquid Waste Site - 100-H-12	Expansion Box French Drain F, and Shielding Lead
100-HR-1	Remediate Liquid Waste Site - 100-H-13	French Drain G
100-HR-1	Confirmatory Sampling Site - 100-H-3	Garage Fuel Tank Site

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-HR-1	Confirmatory Sampling Site - 100-H-4	1717-H Hot Shop, French Drain and Contaminated Storage Unit
100-HR-1	Confirmatory Sampling Site - 100-H-7	French Drain A
100-HR-1	Confirmatory Sampling Site - 100-H-8	French Drain B
100-HR-1	Confirmatory Sampling Site - 100-H-9	French Drain C
100-HR-1	Confirmatory Sampling Site - 116-H-4	Pluto Crib
100-HR-1	Remediate Liquid Waste Site - 116-H-9	Seal Pit Water Crib
100-HR-1	Confirmatory Sampling Site - 126-H-2	183-H Clearwells/Disposal Pit
100-HR-1	Confirmatory Sampling Site - 132-H-3	Waste Water Pumping Station Site
100-HR-1	Confirmatory Sampling Site - 1607-H3	Septic Tank System
100-HR-2	Confirmatory Sampling Site - 128-H-2	100-H Burning Ground #2
100-HR-2	Confirmatory Sampling Site - 128-H-3	100-H Burning Ground #3
100-HR-1	Remediate Waste Site - 100-H-14	Surface Contamination Zone H
100-HR-1	Remediate Waste Site - 100-H-31	PCB in Soil, North side of 105-H
100-HR-2	Remediate Waste Site - 100-H-32	184-H Brine Pit French Drain
100-HR-1	Remediate Waste Site - 116-H-5	Outfall Structure
100-HR-1	Remediate Waste Site - 118-H-6	105-H Reactor Building
100-HR-2	Confirmatory Sampling Site - 128-H-1	100-H Burning Pit #1
100-HR-1	Confirmatory Sampling Site - 132-H-1	Reactor Exhaust Stack Burial Site
100-HR-2	Confirmatory Sampling Site - 132-H-2	117-H Filter Building Site
100-HR-2	Confirmatory Sampling Site - 1607-H1	Septic Tank System

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-HR-2	Confirmatory Sampling Site - 600-151	Dumping Area
100-HR-2	Remediate Waste Site - 600-152	Military Septic Tank
100 H Common	Remediate Waste Site - 100 H - Misc. Piping (includes 100-H-28)	100 H - Misc. Piping
<b>Complete Burial Ground Remediation</b>		
100-HR-2	Remediate Burial Grounds - 118-H-1	Burial Ground #1
100-HR-2	Remediate Burial Grounds - 118-H-2	H-1 Loop Burial Ground
100-HR-2	Remediate Burial Grounds - 118-H-3	Construction Burial Ground
100-HR-2	Remediate Burial Grounds - 118-H-4	Ball 3X Burial Ground
100-HR-2	Remediate Burial Grounds - 118-H-5	105-H Thimble Pit
<b>D Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
100 D/DR Area	D <sup>4</sup> 105-DR Water Tunnels	Water Tunnels
100 D/DR Area	D <sup>4</sup> 117-DR	Reactor Exhaust Air Filter Building
100 D/DR Area	D <sup>4</sup> 1904-D	Outfall Structure
100 D/DR Area	D <sup>4</sup> 190-DR (includes Waste Site 100-D-60)	Main Pumphouse
<b>Complete Interim Safe Storage</b>		
100 D/DR Area	Interim Safe Storage - 105-D Reactor (ISS)	D Reactor Interim Safe Storage
<b>Complete Waste Site Remediation</b>		
100-DR-	Remediate Liquid Waste Site - 100-D-1	Contaminated Storm Drain/Process Sewer

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
1		
100-DR-2	Confirmatory Sampling Site - 100-D-13	Septic Tank System/Sewage Disposal
100-DR-2	Confirmatory Sampling Site - 100-D-14	Septic Tank System/Sewage Disposal
100-DR-1	Remediate Liquid Waste Site - 100-D-29	Unplanned Release
100-DR-2	Remediate Liquid Waste Site - 100-D-54	Drywell/French Drain
100-DR-1	Remediate Liquid Waste Site - 100-D-56	Sodium Dichromate Underground Supply Lines
100-DR-1	Confirmatory Sampling Site - 100-D-8	Undocumented Liquid Waste Site
100-DR-1	Confirmatory Sampling Site - 100-D-9	Oil Storage Tank
100-DR-1	Confirmatory Sampling Site - 116-D-10	French Drain
100-DR-2	Confirmatory Sampling Site - 116-DR-10	Fuel Storage Discharge Pond
100-DR-2	Remediate Liquid Waste Site - 116-DR-3	Storage Basin Trench
100-DR-2	Confirmatory Sampling Site - 116-DR-8	Seal Pit Crib
100-DR-1	Remediate Liquid Waste Site - 120-D-2	Waste Acid Reservoir Surface Impoundment
100-DR-1	Confirmatory Sampling Site - 130-D-1	Gasoline Storage Tank
100-DR-1	Confirmatory Sampling Site - 132-D-3	Effluent Pumping Station
100-DR-2	Confirmatory Sampling Site - 132-DR-1	Effluent Pumping Station
100-DR-2	Confirmatory Sampling Site - 1607-D1	Septic Tank System/Sewage Disposal
100-DR-1	Confirmatory Sampling Site - 1607-D4	Septic Tank System/Sewage Disposal
100-DR-1	Confirmatory Sampling Site - 1607-D5	Septic Tank System/Sewage Disposal
100-DR-1	Remediate Liquid Waste Site - UPR-100-D-5	Undocumented Solid Waste Site

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-DR-2	Confirmatory Sampling Site - 100-D-28	Septic Tank System/Sewage Disposal
100-DR-1	Remediate Waste Site - 100-D-3	Solid Waste Burial Ground
100-DR-1	Remediate Waste Site - 100-D-42	Solid Waste Burial Ground (VSR Thimble Site)
100-DR-2	Confirmatory Sampling Site - 100-D-15	Dumping Area
100-DR-1	Remediate Waste Site - 100-D-2	Solid Waste Site (Lead Sheeting) Foundation
100-DR-2	Confirmatory Sampling Site - 100-D-23	Sample Building Drywell (French Drain)
100-DR-1	Confirmatory Sampling Site - 100-D-24	Sample Building Drywell (French Drain)
100-DR-2	Confirmatory Sampling Site - 100-D-27	Unplanned Release
100-DR-1	Confirmatory Sampling Site - 100-D-30	Unplanned Release
100-DR-2	Remediate Waste Site - 100-D-53	Process Unit/ Plant HEPA Filter
100-DR-1	Confirmatory Sampling Site - 100-D-7	Undocumented Solid Waste Site
100-DR-1	Remediate Waste Site- 116-D-5	Outfall Structure
100-DR-2	Remediate Waste Site - 116-D-8	Cask Storage Pad
100-DR-1	Remediate Waste Site - 116-DR-5	Outfall Structure
100-DR-1	Remediate Waste Site - 118-D-6	105-D Reactor Building
100-DR-2	Remediate Waste Site - 118-DR-2	105-DR Reactor Building
100-DR-2	Confirmatory Sampling Site - 122-DR-1	Large Sodium Fire Facility
100-DR-2	Confirmatory Sampling Site - 128-D-1	Burn Pit
100-DR-1	Confirmatory Sampling Site - 128-D-2	Burn Pit
100-DR-1	Confirmatory Sampling Site - 132-D-1	Gas Recirculating Facility (Process Unit/Plant)

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-DR-1	Confirmatory Sampling Site - 132-D-2	Filter Building (Process Unit/Plant)
100-DR-1	Remediate Waste Site - 132-D-4	116-D Reactor Exhaust Stack
100-DR-2	Remediate Waste Site - 132-DR-2	116-DR Reactor Exhaust Stack
100-DR-2	Confirmatory Sampling Site - 600-30	Dumping Area
100-DR-1	Confirmatory Sampling Site - 628-3	Burn Pit
100-DR-1	Confirmatory Sampling Site - UPR-100-D-1	Unplanned Release (Oil Soaked Soil)
100-DR-2	Remediate Waste Site - 100-D-58	100 DR Area On-Site Sewage System
100 D/DR Area Common	Remediate Waste Site - 100 DDR - Miscellaneous Piping (includes 100-D-31, 100-D-50)	Underground Piping
<b>Complete Burial Ground Remediation</b>		
100-DR-2	Remediate Burial Grounds - 126-DR-1	Clearwell Tank Pit (Inert/Demolition Landfill)
100-DR-1	Remediate Burial Grounds - 100-D-32	Solid Waste Burial Ground
100-DR-1	Remediate Burial Grounds - 100-D-33	Solid Waste Burial Ground
100-DR-1	Remediate Burial Grounds - 100-D-35	Solid Waste Burial Ground
100-DR-2	Remediate Burial Grounds - 100-D-40	Solid Waste Burial Ground
100-DR-1	Remediate Burial Grounds - 100-D-41	Solid Waste Burial Ground
100-DR-2	Remediate Burial Grounds - 100-D-43	Solid Waste Burial Ground (VSR Thimble Site)
100-DR-1	Remediate Burial Grounds - 100-D-45	Solid Waste Burial Ground (VSR Thimble Site)
100-DR-2	Remediate Burial Grounds - 100-D-47	Solid Waste Burial Ground
100-DR-2	Remediate Burial Grounds - 118-D-1	Burial Ground #1

Phase I River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-DR-2	Remediate Burial Grounds - 118-D-2	Burial Ground #2
100-DR-2	Remediate Burial Grounds - 118-D-4	Solid Waste Burial Ground
100-DR-2	Remediate Burial Grounds - 118-D-5	Solid Waste Burial Ground
100-DR-2	Remediate Burial Grounds - 118-DR-1	Gas Loop Burial Ground
100-DR-1	Remediate Burial Grounds - 126-D-2	Coal Pit (Inert/Demolition Landfill)
<b>K Area</b>		
<b>Complete Waste Site Remediation</b>		
100-KR-2	Remediate Liquid Waste Site - 100-K-55 (includes 100-K-56)	100-KW Reactor Cooling Water Effluent Underground Pipelines/100-KE Rx Cooling Water Underground Pipelines
100-KR-1	Remediate Liquid Waste Site - 116-K-1	100-K Crib/Pond
100-KR-1	Remediate Liquid Waste Site - 116-K-2	100-K Mile Long Trench
100-KR-1	Remediate Liquid Waste Site - 116-KE-4	107-KE Retention Basin
100-KR-1	Remediate Liquid Waste Site - 116-KW-3	107-KW Retention Basin
100-KR-2	Remediate Waste Site - 116-KE-1	Condensate Crib
100-KR-2	Remediate Liquid Waste Site - 116-KW-1	Condensate Crib
<b>N Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
100 N Area	D <sup>4</sup> 107-N	Recirculation Cooling Building
100 N Area	D <sup>4</sup> 1300-N	Emergency Dump Basin
100 N Area	D <sup>4</sup> 1303-N	Spacer Silos
100 N Area	D <sup>4</sup> 1304-N (includes Waste Site 100-N-57)	Emergency Dump Tank
100 N	D <sup>4</sup> 1722-N	Decon Building

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
Area		
<b>Complete Waste Site Remediation</b>		
100-NR-1	Remediate Waste Site - 100-N-29	Unplanned Release on Blowdown Pipeline #1
100-NR-1	Remediate Waste Site - 100-N-30	Unplanned Release on Blowdown Pipeline #2
100-NR-1	Remediate Waste Site - 100-N-36	Oil Stained Pad
100-NR-1 (TSD Site RA)	Remediate Waste Site - 116-N-1	Crib and trench
100-NR-1	Remediate Waste Site - 118-N-1	Radioactive Dummy Burial Facility
100-NR-1	Remediate Waste Site - 124-N-3	Septic Tank System
100-NR-1	Remediate Waste Site - UPR-100-N-1	Emergency Dump Tank Inlet Valve Box Leak
100-NR-1	Remediate Waste Site - UPR-100-N-2	Valve Leak
100-NR-1	Remediate Waste Site - UPR-100-N-29	Emergency Dump Basin Bypass Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-32	Emergency Dump Basin Bypass Line Leak
<b>300 Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
300 Area	D <sup>4</sup> 303-M	Uranium Oxide Building
300 Area	D <sup>4</sup> 324 Facility and Associated Buildings and Structures (includes Buildings 324A, 324C, 324D, 324S, and Waste Site 300-25)	Chemical Engineering Laboratory
300 Area	D <sup>4</sup> 324-B Structure	Chemical Engineering Laboratory Exhaust Stack
300 Area	D <sup>4</sup> 324-BA Facility	Chemical Engineering Laboratory Boiler Annex
300 Area	D <sup>4</sup> 327 Facility and Associated Buildings and Structures (includes Waste Site 300-264)	Post-Irradiation Test Laboratory

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
300 Area	D <sup>4</sup> 327-BA Facility	Post-Irradiation Test Laboratory Boiler Annex
300 Area	D <sup>4</sup> 333 (includes Waste Sites 333-WSTF, 333-TK-11, and 333-TK-7)	N Fuels Building
300 Area	D <sup>4</sup> 332	Packaging Test Facility
300 Area	D <sup>4</sup> 334	Process Sewer Monitor Facility 300
300 Area	D <sup>4</sup> 334-A	Waste Acid Storage Building
300 Area	D <sup>4</sup> 3221	Sandblasting Support Building
300 Area	D <sup>4</sup> 3222	Storage Building
300 Area	D <sup>4</sup> 3223	Storage Building
300 Area	D <sup>4</sup> 3224	Storage Building
300 Area	D <sup>4</sup> 3225	Bottle Dock
300 Area	D <sup>4</sup> 3718-E	Storage Building
300 Area	D <sup>4</sup> 3718-G	Storage Building
300 Area	D <sup>4</sup> 3727	Classified Vault
300 Area	D <sup>4</sup> 3906A	Sanitary Lift Station
300 Area	D <sup>4</sup> MO-052	Mobil Office
<b>Complete Waste Site Remediation</b>		
300-FF-2	Remediate Waste Site - 300-109	333 Building Storm Water Runoff
300-FF-2	Remediate Waste Site - 300-110	333 Building Storm Water Runoff
300-FF-2	Remediate Waste Site - 300-259	Contamination Area Surrounding 618-1 Burial Ground
300-FF-2	Remediate Waste Site - 303-M SA	303M Building Storage Area
300-FF-2	Confirmatory Sampling Site - 303-M UOF	303M Uranium Oxide Facility
300-FF-2	Remediate Waste Site - 333 ESHWSA	333 Building East Side Hazardous Waste Storage Area
300-FF-2	Remediate Waste Site - UPR-300-17	Unplanned Release (associated with 333 Building)
300-FF-2	Remediate Waste Site – UPR-300-46	Unplanned Release (associated with 333 Building)
300-FF-2	Remediate Waste Site - 300-263	324 Building Diversion Tank

<b>Phase I River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
300-FF-2	Remediate Waste Site - 316-3	Process Water Trenches
300-FF-2	Remediate Waste Site - UPR-300-1	307-340 Waste Line Leak
300-FF-2	Confirmatory Sampling Site - UPR-300-2	Releases at the 340 Facility
300-FF-2	Remediate Waste Site - 300 VTS	In-Situ Vitrification Test Area
300-FF-2	Remediate Waste Site - 300-18	Surface Contaminated Dumping Area #4
300-FF-2	Confirmatory Sampling Site - 300-2	Contaminated Light Water Disposal
300-FF-2	Confirmatory Sampling Site - 300-32 (Associated with 333 Building)	Fabrication Shop Leak
300-FF-2	Confirmatory Sampling Site - 300-7	Undocumented Solid Waste Burial Ground
300-FF-2	Remediate Waste Site - 300-8	Aluminum Shavings Area
300-FF-2	Confirmatory Sampling Site - 300-9	Solid Waste Burial Ground
300-FF-2	Remediate Waste Site - 316-4	300 Area North Cribs
300-FF-2	Confirmatory Sampling Site - 331 LSLDF	Life Sciences Lab Drain Field
300-FF-2	Remediate Waste Site - 600-47	Dumping Area
300-FF-2	Remediate Waste Site - 600-259	Grout Waste Test Lysimeter
<b>Complete Burial Ground Remediation</b>		
300-FF-2	Remediate Burial Grounds - 618-1	Solid Waste Burial Ground #1
300-FF-2	Remediate Burial Grounds - 618-13	303 Building Contaminated Soil Burial Site
300-FF-2	Remediate Burial Grounds - 618-2	Solid Waste Burial Ground #2
300-FF-2	Remediate Burial Grounds - 618-3	Dry Waste Burial Ground
300-FF-2	Remediate Burial Grounds - 618-4	Burial Ground #4
300-FF-2	Remediate Burial Grounds - 618-5	Burial Ground #5
300-FF-2	Remediate Burial Ground - 618-7	Drums of Pyrophoric Zircaloy Chips in Water, with Uranium and Beryllium

### Appendix 4 - Phase II Waste Site and D4 Facility List

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
<b>100 Area</b>		
<b>D Area</b>		
<b>Complete Burial Ground Remediation</b>		
100-DR-2	Remediate Burial Grounds - 118-D-3	Burial Ground #3
<b>K Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
K Area	D <sup>4</sup> Building - 105KW	Water Tunnels
K Area	D <sup>4</sup> Building - 110KE	Gas Storage Facility
K Area	D <sup>4</sup> Building - 110KW	Gas Storage Facility
K Area	D <sup>4</sup> Building - 115KE	Gas Recirculation Facility
K Area	D <sup>4</sup> Building - 115KW	Gas Recirculation Facility
K Area	D <sup>4</sup> Building - 116KE	Reactor Exhaust Stack (includes 116KW)
K Area	D <sup>4</sup> Building - 117KE	Exhaust Air Filter Building
K Area	D <sup>4</sup> Building - 117KW	Exhaust Air Filter Building
K Area	D <sup>4</sup> Building - 118KE2	Horizontal Control Rod Storage Cave
K Area	D <sup>4</sup> Building - 118KW2	Horizontal Control Rod Storage Cave
K Area	D <sup>4</sup> Building - 119KW	Exhaust Air Sample Building
K Area	D <sup>4</sup> Building - 150KE	Heat Recovery Station
K Area	D <sup>4</sup> Building - 150KW	Heat Recovery Station
K Area	D <sup>4</sup> Building - 165KW	Power Control Building
K Area	D <sup>4</sup> Building - 166AKE	Oil Storage Facility
K Area	D <sup>4</sup> Building - 166KE	Oil Storage Vault
K Area	D <sup>4</sup> Building - 166KW	Oil Storage Vault

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
K Area	D <sup>4</sup> Building - 167K	Crosstie Tunnel Building
K Area	D <sup>4</sup> Building - 1713KER	Warehouse
K Area	D <sup>4</sup> Building - 1714KW	Warehouse
K Area	D <sup>4</sup> Building - 1720K	Administrative Office Building
K Area	D <sup>4</sup> Building - 181KW	River Pumphouse
K Area	D <sup>4</sup> Building - 182K	Emergency Water Reservoir Pumphouse
K Area	D <sup>4</sup> Building - 183K	Pipe Tunnels
K Area	D <sup>4</sup> Building - 183KW	Filter Plant
K Area	D <sup>4</sup> Building - 190KW	Process Water Pumphouse
K Area	D <sup>4</sup> Building - 142K	Cold Vacuum Drying Facility
K Area	D <sup>4</sup> Structure - 105KE	Water Tunnels
K Area	D <sup>4</sup> Structure - 100K	River Lines
<b>Complete Waste Site Remediation</b>		
100-KR-2	Remediate Waste Site - 100-K-1	French Drain
100-KR-2	Confirmatory Sampling Site - 100-K-13	French Drain
100-KR-2	Remediate Waste Site - 100-K-14	Acid Neutralization Pit and Overflow French Drain
100-KR-2	Remediate Waste Site - 100-K-18	Caustic Neutralization Pit
100-KR-2	Confirmatory Sampling Site - 100-K-19	Caustic Soda Storage Tank Site
100-KR-2	Confirmatory Sampling Site - 100-K-25	Caustic Neutralization Pit
100-KR-2	Confirmatory Sampling Site - 100-K-29	Sandblasting Site
100-KR-2	Remediate Waste Site - 100-K-3	Fish Pond Heat Exchanger Pit
100-KR-2	Confirmatory Sampling Site - 100-K-30	Sulfuric Acid Tank
100-KR-2	Confirmatory Sampling Site - 100-K-31	Sulfuric Acid Tank

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
2		
100-KR-2	Confirmatory Sampling Site - 100-K-32	Sulfuric Acid Tank
100-KR-2	Confirmatory Sampling Site - 100-K-33	Sulfuric Acid Tank
100-KR-2	Remediate Waste Site - 100-K-34	Acid Neutralization Pit
100-KR-2	Confirmatory Sampling Site - 100-K-37	Sulfuric Acid Tank
100-KR-2	Confirmatory Sampling Site - 100-K-38	Caustic Soda Tank
100-KR-2	Remediate Waste Site - 100-K-4	Wet Fish Studies Ponds and Valve Pit
100-KR-2	Remediate Waste Site - 100-K-47	Process Sewer
100-KR-2	Confirmatory Sampling Site - 100-K-5	French Drain
100-KR-2	Remediate Waste Site - 100-K-50	Sanitary Sewer System Holding Tank
100-KR-2	Remediate Waste Site - 100-K-53	Glycol Heat Recovery Underground Pipelines
100-KR-2	Remediate Waste Site - 100-K-54	Glycol Heat Recovery Underground Pipelines
100-KR-1	Remediate Waste Site - 100-K-57	Drainage Ditch
100-KR-2	Remediate Waste Site - 100-K-60	Process Sewer
100-KR-1	Confirmatory Sampling Site - 100-K-63	Floodplain Contamination Area
100-KR-1	Confirmatory Sampling Site - 100-K-64	Floodplain Contamination Area
100-KR-1	Remediate Waste Site - 100-K-78	Fenced Contamination Area
100-KR-1	Remediate Waste Site - 116-K-3	Outfall Structure
100-KR-2	Remediate Liquid Waste Site - 116-KE-3	Storage Basin French Drain
100-KR-2	Remediate Liquid Waste Site - 116-KE-6A	Condensate Collection Tank

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-KR-2	Remediate Liquid Waste Site - 116-KE-6B	Evaporation Tank
100-KR-2	Remediate Liquid Waste Site - 116-KE-6C	Waste Accumulation Tank
100-KR-2	Confirmatory Sampling Site - 116-KE-6D	Ion Exchange Column
100-KR-2	Remediate Liquid Waste Site - 116-KW-2	Storage Basin French Drain
100-KR-2	Confirmatory Sampling Site - 120-KE-1	Filter Waste Facility Dry Well
100-KR-2	Remediate Waste Site - 120-KE-2	Filter Waste Facility French Drain
100-KR-2	Remediate Waste Site - 120-KE-3	Filter Water Facility Trench
100-KR-2	Remediate Waste Site - 120-KE-4	Sulfuric Acid Storage Tank
100-KR-2	Confirmatory Sampling Site - 120-KE-8	Brine Pit
100-KR-2	Remediate Waste Site - 120-KE-9	Brine Pit
100-KR-2	Remediate Waste Site - 120-KW-1	Filter Water Facility Dry Well
100-KR-2	Remediate Waste Site - 120-KW-2	Filter Water Facility French Drain
100-KR-2	Confirmatory Sampling Site - 120-KW-3	Sulfuric Acid Storage Tank
100-KR-2	Confirmatory Sampling Site - 120-KW-4	Sulfuric Acid Storage Tank
100-KR-2	Confirmatory Sampling Site - 120-KW-5	Sodium Dichromate Storage tank
100-KR-2	Confirmatory Sampling Site - 120-KW-6	Brine Pit
100-KR-2	Confirmatory Sampling Site - 120-KW-7	Brine Pit
100-KR-2	Remediate Waste Site - 126-KE-2	Liquid Alum Storage Tank
100-KR-2	Confirmatory Sampling Site - 128-K-2	Construction Tank
100-KR-2	Confirmatory Sampling Site - 130-KE-1	Emergency Diesel Oil Storage Tank

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-KR-2	Confirmatory Sampling Site - 130-KE-2	Oil Storage Tank
100-KR-2	Confirmatory Sampling Site - 130-KW-1	Emergency Diesel Oil Storage Tank
100-KR-2	Confirmatory Sampling Site - 130-KW-2	Oil Storage Tank
100-KR-2	Confirmatory Sampling Site - 1607-K1	Septic Tank System
100-KR-2	Confirmatory Sampling Site - 1607-K2	Septic Tank System
100-KR-2	Confirmatory Sampling Site - 1607-K3	Septic Tank System
100-KR-2	Confirmatory Sampling Site - 1607-K4	Septic Tank System
100-KR-2	Confirmatory Sampling Site - 1607-K5	Septic Tank System
100-KR-2	Confirmatory Sampling Site - 1607-K6	Septic Tank System
100-KR-2	Remediate Waste Site - 116-KE-2	Waste Crib
100-KR-2	Remediate Waste Site - 100-K-27	Caustic Soda Storage Tank Site
100-KR-2	Confirmatory Sampling Site - 100-K-35	Acid Neutralization Pit
100-KR-2	Confirmatory Sampling Site - 100-K-36	Chemical Storage Facility Dry Well
100-KR-2	Confirmatory Sampling Site - 100-K-46	French Drain
100-KR-2	Confirmatory Sampling Site - 100-K-48	Oil Contamination Areas
100-KR-2	Confirmatory Sampling Site - 100-K-49	Oil Contamination Area
100-KR-2	Confirmatory Sampling Site - 100-K-6	Vacuum Pit
100-KR-2	Confirmatory Sampling Site - 100-K-61	Filter Building
100-KR-2	Confirmatory Sampling Site - 100-K-62	Filter Building
100-KR-2	Confirmatory Sampling Site - 100-K-66	Power Control Building

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-KR-2	Confirmatory Sampling Site - 100-K-67	Power Control Building
100-KR-2	Confirmatory Sampling Site - 116-KE-5	Heat Recovery Station
100-KR-2	Confirmatory Sampling Site - 116-KW-4	Heat Recovery Station
100-KR-2	Confirmatory Sampling Site - 118-KE-1	Reactor Building
100-KR-2	Confirmatory Sampling Site - 118-KE-2	Horizontal Control Rod Storage Cave
100-KR-2	Confirmatory Sampling Site - 118-KW-1	Reactor Building
100-KR-2	Confirmatory Sampling Site - 118-KW-2	Horizontal Control Rod Storage Cave
100-KR-2	Confirmatory Sampling Site - 120-KE-6	Sodium Dichromate Storage Tank
100-KR-2	Confirmatory Sampling Site - 126-K-1	Gravel Pit
100-KR-2	Confirmatory Sampling Site - 128-K-1	Burning Pit
100-KR-2	Confirmatory Sampling Site - 132-KE-1	Reactor Exhaust Stack
100-KR-2	Confirmatory Sampling Site - 132-KW-1	Reactor Exhaust Stack
100-KR-2	Confirmatory Sampling Site - 600-29	Construction Lay-Down Area
100-KR-2	Confirmatory Sampling Site - UPR-100-K-1	Fuel Storage Basin Leak
100-KR-2	Remediate Waste Site - 100 K - Misc. Piping (no WIDS site associated with this site now)	Miscellaneous Underground Piping
100-KR-2	Remediate Waste Site - 100-K-68	Catch Tank
100-KR-2	Remediate Waste Site - 100-K-69	Sump C
100-KR-2	Remediate Waste Site - 100-K-70	Storage Tank
100-KR-2	Remediate Waste Site - 100-K-71	Diversion Box
100-KR-	Remediate Waste Site - 100-K-72	Catch Tank

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
2		
100-KR-2	Remediate Waste Site - 100-K-73	Diversion Box
100-KR-2	Remediate Waste Site - 100-K-74	Storage Tank
100-KR-2	Remediate Waste Site - 100-K-75	105-KW Sump C
100-KR-2	Remediate Waste Site - 100-K-77	Dumping Area
100-KR-2	Remediate Waste Site - 100-K-79	Product piping
100-KR-2	Remediate Waste Site - 120-KE-5	Storage Tank
<b>Complete Burial Ground Remediation</b>		
100-KR-2	Remediate Burial Ground - 100-K-2	Sludge Burial Ground (alias 118-K-2)
100-KR-2	Remediate Burial Ground - 118-K-1	Burial Ground
<b>Complete Interim Safe Storage</b>		
K-Area	105-KE Reactor (ISS)	K East Reactor Interim Safe Storage
K-Area	105-KW Reactor (ISS)	K West Reactor Interim Safe Storage
<b>N Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
N-Area	D <sup>4</sup> Building - 105NA	Emergency Diesel Enclosure
N-Area	D <sup>4</sup> Building - 105NB	Maintenance Building Addition
N-Area	D <sup>4</sup> Building - 105ND	Remote Air Intake
N-Area	D <sup>4</sup> Building - 105NE	Fission Products Trap
N-Area	D <sup>4</sup> Building - 108N	Chemical Unloading Facility
N-Area	D <sup>4</sup> Building - 109N	Heat Exchange System
N-Area	D <sup>4</sup> Building - 1112N	Guard Station/WHC Telecommunications Hub
N-Area	D <sup>4</sup> Building - 1120N	Training Building

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
N-Area	D <sup>4</sup> Building - 1143N	Carpenter/Paint Shop
N-Area	D <sup>4</sup> Building - 116N	Air Stack
N-Area	D <sup>4</sup> Building - 117N	Air Filter Building
N-Area	D <sup>4</sup> Building - 117NVH	Valve Control House
N-Area	D <sup>4</sup> Building - 119N	Air Sampling Monitor
N-Area	D <sup>4</sup> Building - 119NA	Air Sampling and Monitoring
N-Area	D <sup>4</sup> Building - 11N	Change Room
N-Area	D <sup>4</sup> Building - 1310N (includes Waste Site 116-N-2)	Radioactive Liquid and Waste Treatment Facility
N-Area	D <sup>4</sup> Building - 1313N	Change and Control Room
N-Area	D <sup>4</sup> Building - 1314N	Liquid Disposal Building
N-Area	D <sup>4</sup> Building - 1330N	Waste Storage Facility
N-Area	D <sup>4</sup> Building - 13N	Storage Building
N-Area	D <sup>4</sup> Building - 151N	230KV Electrical Substation
N-Area	D <sup>4</sup> Building - 153N	Switchgear Building
N-Area	D <sup>4</sup> Building - 155N	BPA Switchyard
N-Area	D <sup>4</sup> Building - 1607N1	Sewage Treatment Tank
N-Area	D <sup>4</sup> Building - 1607N2	Sewage Treatment Tank
N-Area	D <sup>4</sup> Building - 1607N3	Sewage Treatment Tank
N-Area	D <sup>4</sup> Building - 1607N9	Sewage Treatment Tank
N-Area	D <sup>4</sup> Building - 163N	Demineralizer Plant
N-Area	D <sup>4</sup> Building - 166N	Oil Storage Building
N-Area	D <sup>4</sup> Building - 1705N	Instrument and Electrical Facility
N-Area	D <sup>4</sup> Building - 1705NA	Maintenance Shop Annex
N-Area	D <sup>4</sup> Building - 1706N	Storage Building/Maintenance Shop
N-Area	D <sup>4</sup> Building - 1706NA	Sewer Lift Station

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
N-Area	D <sup>4</sup> Building - 1707N	Boat House
N-Area	D <sup>4</sup> Building - 1712N	Insulation Shop
N-Area	D <sup>4</sup> Building - 1714N	Warehouse and Receiving
N-Area	D <sup>4</sup> Building - 1714NA	Warehouse
N-Area	D <sup>4</sup> Building - 1714NB	Warehouse
N-Area	D <sup>4</sup> Building - 1715N	Oil Tanks
N-Area	D <sup>4</sup> Building - 1723N	Contaminated Equipment Storage Building
N-Area	D <sup>4</sup> Building - 1723NX	Laydown Storage Yard
N-Area	D <sup>4</sup> Building - 1802N	Pipe Trestle
N-Area	D <sup>4</sup> Building - 181N	River Pumphouse
N-Area	D <sup>4</sup> Building - 181NA	Pumphouse/Guard Tower
N-Area	D <sup>4</sup> Building - 181NB	#3 Diesel Enclosure
N-Area	D <sup>4</sup> Building - 181NC	Sample Station/Skid Station
N-Area	D <sup>4</sup> Building - 182N	High Lift Pumphouse
N-Area	D <sup>4</sup> Building - 183N	Water Filter Plant
N-Area	D <sup>4</sup> Building - 183NA	Pumphouse
N-Area	D <sup>4</sup> Building - 183NB	Clearwell
N-Area	D <sup>4</sup> Building - 183NC	Filter Backwash Sump
N-Area	D <sup>4</sup> Building - 183ND	Clearwell Overflow Pad
N-Area	D <sup>4</sup> Building - 184N	Power House
N-Area	D <sup>4</sup> Building - 184NA	Power House Annex Building
N-Area	D <sup>4</sup> Building - 184NB	Air Handler Main Building
N-Area	D <sup>4</sup> Building - 184NC	Air Handler Annex Building
N-Area	D <sup>4</sup> Building - 184NE	Compressor Shed
N-Area	D <sup>4</sup> Building - 184NF	Chemical Injection House

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
N-Area	D <sup>4</sup> Building - 1900N	Water Supply Tanks
N-Area	D <sup>4</sup> Building - 1902N	Export Water Tie-In Building
N-Area	D <sup>4</sup> Building - 1903N	Old Septic System
N-Area	D <sup>4</sup> Building - 1904NA	Sewage Lift Station #1
N-Area	D <sup>4</sup> Building - 1904NB	Sewage Lift Station #2
N-Area	D <sup>4</sup> Building - 1904NC	Sewage Lift Station #3
N-Area	D <sup>4</sup> Building - 1908N	Outfall Structure
N-Area	D <sup>4</sup> Building - 1926N	Valve Pit
N-Area	D <sup>4</sup> Structure - 100N	River Lines
<b>Complete Waste Site Remediation</b>		
100-NR-1	Remediate Waste Site - 100-N-13	Contaminated Soil Solid Waste Site
100-NR-1	Remediate Waste Site - 100-N-14	Contaminated Soil Solid Waste Site
100-NR-1	Remediate Waste Site - 100-N-16	Burn Pit
100-NR-1	Remediate Waste Site - 100-N-17	Burn Pit
100-NR-1	Remediate Waste Site - 100-N-22	Sanitary Sewer System
100-NR-1	Remediate Waste Site - 100-N-23	Resin Disposal Pit Liquid Waste Site
100-NR-1	Remediate Waste Site - 100-N-24	Hydrogen Dry Well Liquid Waste Site
100-NR-1	Remediate Waste Site - 100-N-25	French Drain
100-NR-1	Remediate Waste Site - 100-N-26	French Drain
100-NR-1	Confirmatory Sampling Site - 100-N-28	Resin Disposal Pit Liquid Waste Site
100-NR-1	Remediate Waste Site - 100-N-3	Maintenance Garage French Drain
100-NR-1	Remediate Waste Site - 100-N-31	Unplanned Release

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-NR-1	Remediate Waste Site - 100-N-32	Unplanned Release
100-NR-1	Remediate Waste Site - 100-N-33	Military Installation Ash Pit
100-NR-1	Remediate Waste Site - 100-N-34	Debris Site
100-NR-1	Remediate Waste Site - 100-N-37	Asbestos Release
100-NR-1	Remediate Waste Site - 100-N-38	Unplanned Release
100-NR-1	Remediate Waste Site - 100-N-39	Hanford Substation Construction Dump Area
100-NR-1	Remediate Waste Site - 100-N-41	Gate House Septic Tank
100-NR-1	Confirmatory Sampling Site - 100-N-45	Septic Tank System
100-NR-1	Remediate Waste Site - 100-N-47	Military Artillery Site Soil Waste Site
100-NR-1	Confirmatory Sampling Site - 100-N-53	Waste Oil Tank
100-NR-1	Confirmatory Sampling Site - 100-N-54	Drywell, French Drain
100-NR-1	Confirmatory Sampling Site - 100-N-55	Drywell, French Drain
100-NR-1	Remediate Waste Site - 100-N-6	Burn Pit
100-NR-1	Remediate Waste Site - 100-N-60	Drywell, French Drain
100-NR-1	Remediate Waste Site - 100-N-61 (includes Waste Site 100-N-64)	Water Treatment and Storage Facilities Underground Pipelines
100-NR-1	Confirmatory Sampling Site - 100-N-62	Process Sewer Underground Pipelines
100-NR-1	Confirmatory Sampling Site - 100-N-63	TSD Underground Pipelines
100-NR-1	Confirmatory Sampling Site - 100-N-65	Interceptor Trench
100-NR-1	Confirmatory Sampling Site - 100-N-66	Reactor Building Complex
100-NR-1	Confirmatory Sampling Site - 100-N-68	N Basin Low Level Radioactive Water Spill

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-NR-1	Remediate Waste Site - 116-N-4	Emergency Dump Basin
100-NR-1	Remediate Waste Site - 120-N-3	Neutralization Pit and French Drain
100-NR-1	Confirmatory Sampling Site - 120-N-4	Hazardous Waste Storage Area
100-NR-1	Remediate Waste Site - 124-N-1	Septic Tank System
100-NR-1	Remediate Waste Site - 124-N-10	Sanitary Sewer System
100-NR-1	Remediate Waste Site - 124-N-2	Septic Tank System
100-NR-1	Remediate Waste Site - 124-N-4	Sanitary Sewer System
100-NR-1	Remediate Waste Site - 128-N-1	Burning Pit
100-NR-1	Remediate Waste Site - 600-32	N Area Landfill
100-NR-1	Remediate Waste Site - 600-35	Dumping Area
100-NR-1	Remediate Waste Site - UPR-100-N-10	Lift Station Gravity Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-11	500-lb Valve Bonnet Contamination in Uncontrolled Area
100-NR-1	Remediate Waste Site - UPR-100-N-12	Spacer Transport Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-13	Loading Station
100-NR-1	Remediate Waste Site - UPR-100-N-14	Drain System Leak
100-NR-1	Remediate Waste Site - UPR-100-N-17	Diesel Oil Supply Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-18	Diesel Oil Supply Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-19	Day Tank Fuel Oil Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-20	Diesel Oil Return Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-21	Diesel Oil Day Tank Overflow

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
100-NR-1	Remediate Waste Site - UPR-100-N-22	Diesel Oil Supply Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-23	Diesel Oil Supply Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-24	Fuel Oil Supply Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-25	Uncontrolled Venting Release
100-NR-1	Remediate Waste Site - UPR-100-N-26	Backflow of Radioactive Waste
100-NR-1	Remediate Waste Site - UPR-100-N-3	Dummy Fuel Transfer Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-30	Emergency Dump Tank Overflow
100-NR-1	Remediate Waste Site - UPR-100-N-35	Fuel Basin Drainage System Leak
100-NR-1	Remediate Waste Site - UPR-100-N-36	Diesel Generator Area Release
100-NR-1	Remediate Waste Site - UPR-100-N-39	Corridor 22 Suspect Liquid Unplanned Release
100-NR-1	Remediate Waste Site - UPR-100-N-4	Sump Overflow
100-NR-1	Remediate Waste Site - UPR-100-N-42	Day Tank Area Liquid Unplanned Release
100-NR-1	Remediate Waste Site - UPR-100-N-43	184-N Pipelines Liquid Unplanned Release
100-NR-1	Remediate Waste Site - UPR-100-N-5	Chemical Waste Storage Tank Leak
100-NR-1	Remediate Waste Site - UPR-100-N-6	Chemical Decontamination Waste Drain Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-7	Radioactive Drain Return Line Leak
100-NR-1	Remediate Waste Site - UPR-100-N-8	Sump Overflow
100-NR-1	Remediate Waste Site - UPR-100-N-9	Cooling Water Drain Line Leak
100-NR-1	Remediate Waste Site - 100-N-59	Contaminated Soil NE of 105N Building
100-NR-1	Remediate Waste Site - 120-N-7	French Drain

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
100-NR-1	Remediate Waste Site - 124-N-9	Septic Tank System
100-NR-1	Remediate Waste Site - 130-N-1	183-N Filter Backwash Pond
100-NR-1	100 N - Misc. Piping	N Area Miscellaneous Underground Pipelines
<b>Complete Interim Safe Storage</b>		
100-NR-1	105-N Reactor (ISS)	N Reactor
<b>300 Area</b>		
<b>Complete D<sup>4</sup> of Buildings</b>		
300 Area	Zone B Small Facilities D <sup>4</sup> (includes Waste Site 303-KCWS)	3720-BA, 303F, and 303G
300 Area	D <sup>4</sup> Building 311TF (includes Waste Sites 311-TK-40 and 311-TK-50)	Tank Farm Between Buildings 303F and 303G
300 Area	D <sup>4</sup> Building 313 (includes Waste Site 313-TK-2)	N Fuels Manufacturing Support Facility
300 Area	D <sup>4</sup> Building 3712 (includes Waste Site 3712-USSA)	Storage Building
300 Area	D <sup>4</sup> Building 3720	Chemistry and Metal Sciences Laboratory
300 Area	Zone C Small Facilities D <sup>4</sup>	305-BA, 305P, 314B, and 3232
300 Area	D <sup>4</sup> Building 305 (includes Waste Site 305-B)	Engineering Testing Facility
300 Area	D <sup>4</sup> Building 305A	Electrician and Pipefitter Shop
300 Area	D <sup>4</sup> Building 305B	Hazardous Waste Storage Facility
300 Area	D <sup>4</sup> Building 314 (includes Waste Site 300-218)	Engineering Development Laboratory
300 Area	Zone D Small Facilities D <sup>4</sup>	3228, 3229, 3231, 3234, 3704, 3705-BA, 3707E, and 3746D
300 Area	D <sup>4</sup> Building 3705	Photography Building
300 Area	D <sup>4</sup> Building 3719	Computer Facility
300 Area	D <sup>4</sup> Building 377	Laboratory
300 Area	Zone E Small Facilities D <sup>4</sup> (includes Waste Site 300-249)	303A, 303B, 303C, 304, 304A, and 3706-BA

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
300 Area	D <sup>4</sup> Building 3708	Radioanalytical Laboratory
300 Area	D <sup>4</sup> Building 3713	Carpenter Shop
300 Area	D <sup>4</sup> Building 3717	Spare Parts Warehouse
300 Area	D <sup>4</sup> Building 3717B	Standards Laboratory
300 Area	D <sup>4</sup> Building 3722	Fabrication Shop
300 Area	Zone F Small Facilities D <sup>4</sup>	303E, 306E-BA, 3503A, and 3707H
300 Area	D <sup>4</sup> Building 303J	Materials Storage Building
300 Area	D <sup>4</sup> Building 306E (includes Waste Site 300-41)	Development Fabrication and Test Lab
300 Area	D <sup>4</sup> Building 306W	Materials Development Laboratory
300 Area	D <sup>4</sup> Building 366A (includes Waste Sites 300-6 and 300-123)	Underground Fuel Oil Bunker
300 Area	D <sup>4</sup> Building 3707D	Information Services Building
300 Area	D <sup>4</sup> Building 3711	Maintenance Storage Building
300 Area	D <sup>4</sup> Building 3715	Storage Building
300 Area	D <sup>4</sup> Building 3716	Storage Building
300 Area	D <sup>4</sup> Building 3731	Laboratory Equipment Central Pool
300 Area	D <sup>4</sup> Building 3731A	Graphite Machine Shop
300 Area	D <sup>4</sup> Building 384 (includes Wastes Sites 300-222, 300-223, and UPR-300-42)	Power House Building
300 Area	Zone GA Small Facilities D <sup>4</sup>	323-BA, 3506A, 3506B, 3706A, 3718S, and 3745A
300 Area	Zone GB Small Facilities D <sup>4</sup>	321B, 321C, and 321D
300 Area	D <sup>4</sup> Building 321	Hydromechanical/Seismic Facility
300 Area	D <sup>4</sup> Building 323 (includes Waste Sites 323-TK-1, 323-TK-2, 323-TK-3, and 323-TK-4)	Mechanical Properties Laboratory
300 Area	D <sup>4</sup> Building 3701D	Office Building
300 Area	D <sup>4</sup> Building 3706	Communication and Documentation Services

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
300 Area	D <sup>4</sup> Building 3709	Paint Shop
300 Area	D <sup>4</sup> Building 3730	Gamma Irradiation Facility
300 Area	D <sup>4</sup> Building 3745	Radiological Calibration and Standards
300 Area	D <sup>4</sup> Building 3745B	Positive Ion Accelerator Facility
300 Area	D <sup>4</sup> Building 3746	Irradiation Physics Building
300 Area	D <sup>4</sup> Building 3746A	Radiological Physics Building
300 Area	D <sup>4</sup> Building 3760	Technical Library
300 Area	Zone H Small Facilities D <sup>4</sup>	328A, 328-BA, 3621BC, 3714, and 3723
300 Area	D <sup>4</sup> Building 328	Engineering Services and Safety Building
300 Area	D <sup>4</sup> Structure 307 (includes Waste Site 307-RB)	Retention Basin
300 Area	D <sup>4</sup> Building 3717C	Materials Archive Building
300 Area	D <sup>4</sup> Building 3718	Office and Storage Building
300 Area	D <sup>4</sup> Building 3718A	Laboratory Equipment Central Pool Building
300 Area	D <sup>4</sup> Building 3718B	Laboratory Equipment Central Pool Building
300 Area	D <sup>4</sup> Building 3718C	Storage Building
300 Area	D <sup>4</sup> Building 3718N	Insulation Shop
300 Area	D <sup>4</sup> Building 3728	Geotechnical High-Bay
300 Area	D <sup>4</sup> Building 3762	Technical Security
300 Area	D <sup>4</sup> Building 3768	Office Building
300 Area	D <sup>4</sup> Building 3769	Office Building
300 Area	D <sup>4</sup> Building 3770	Office Building
300 Area	D <sup>4</sup> 340 COMPLEX	Waste Neutralization Facility
300 Area	Zone KA Small Facilities D <sup>4</sup>	3707F, 3721, 315B, 3614A, 3701U and 3802A
300 Area	Zone KB Small Facilities D <sup>4</sup>	3234, 340A, and 340B
300 Area	D <sup>4</sup> Building 308	Fuels Development Laboratory

Phase II River Corridor Contract Work		
Operable Unit	Site Number	Site Description
300 Area	D <sup>4</sup> Building 308A	Fuels Development Laboratory
300 Area	D <sup>4</sup> Building 335	Sodium Test Facility
300 Area	D <sup>4</sup> Building 3718P	General Storage
300 Area	D <sup>4</sup> Building 3764	Offices
300 Area	D <sup>4</sup> Building 309 (includes Waste Sites 300-39, 309-TW-1, 309-TW-2, 309-TW-3, 309-WS-1, 309-WS-2, and 309-WS-3)	SP100 GES Test Facility
300 Area	D <sup>4</sup> Building MO-052	Mobile Office
300 Area	D <sup>4</sup> Building MO-830	Mobile Office
300 Area	D <sup>4</sup> Building 3703A	Modular Offices (Shutdown 3/99)
300 Area	D <sup>4</sup> Building MO-026	Mobile Office
300 Area	D <sup>4</sup> Building MO-557	Mobile Office
300 Area	D <sup>4</sup> Building MO-558	Mobile Office
300 Area	D <sup>4</sup> Building MO-842	Mobile Office
300 Area	D <sup>4</sup> Building 3707H	Change House
300 Area	D <sup>4</sup> Building MO-036	Mobile Office
300 Area	D <sup>4</sup> Building MO-103	Mobile Office
300 Area	D <sup>4</sup> Building MO-105	Mobile Office
300 Area	D <sup>4</sup> Building MO-741	Mobile Office
300 Area	D <sup>4</sup> Building MO-833	Mobile Office
300 Area	D <sup>4</sup> Building MO-274	Mobile Office
300 Area	D <sup>4</sup> Building MO-275	Mobile Office
300 Area	D <sup>4</sup> Building MO-270	Mobile Office
300 Area	D <sup>4</sup> Building MO-271	Mobile Office
300 Area	BE Bldg Utilities/Infrastructure	Utilities/Infrastructure
300 Area	Compressed Air Replacement	Utilities/Infrastructure

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
300 Area	Electrical Work Around	Utilities/Infrastructure
300 Area	Remove Compressed Air Lines & Support Services	Utilities/Infrastructure
300 Area	Remove Existing RR Track/Ties	Utilities/Infrastructure
300 Area	Remove Old Steam Lines	Utilities/Infrastructure
300 Area	Telecom System Rerouting	Utilities/Infrastructure
300 Area	Water/SS/PS Const Utility	Utilities/Infrastructure
300 Area	ACP Cultural Res Review	
300 Area	Verification DQO	
300 Area	RCRA SAPS (includes sampling & release docs)	
300 Area	MARSSIM Verification Sampling	
300 Area	NE Legacies Maintenance	
<b>Complete Waste Site Remediation</b>		
300-FF-2	Remediate Waste Site – 300-22	B-Cell Cleanout Leak
300-FF-2	Remediate Waste Site - 300-224	WATS and U Bearing Piping Trench
300-FF-2	Remediate Waste Site - 300-251	Unplanned Release
300-FF-2	Remediate Waste Site - 300-260	Contaminated Soil Release Site
300-FF-2	Remediate Waste Site 300-40	Corrosion of Vitrified Clay Sewer Pipe
300-FF-2	Remediate Waste Site - 313 ESSP	East Side Storage Pad
300-FF-2	Remediate Waste Site - UPR-300-38	Unplanned Release
300-FF-2	Remediate Waste Site - UPR-300-39	Unplanned Release
300-FF-2	Remediate Waste Site - UPR-300-40	Unplanned Release
300-FF-2	Remediate Waste Site - UPR-300-45	Unplanned Release
300-FF-2	Remediate Waste Site - 300-16	Solid Waste Contamination Area
300-FF-2	Remediate Waste Site - 300-24	Soil Contamination Area
300-FF-2	Remediate Waste Site - 300-29	Berm

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
300-FF-2	Remediate Waste Site - 300-4	Substation Soil Contamination
300-FF-2	Remediate Waste Site - 300-43	Unplanned Release Uranium-contaminated soil around Building 304
300-FF-2	Remediate Waste Site - 300-48	Thorium Oxide and Fuel Fabrication Wastes Release Around Building 3732
300-FF-2	Remediate Waste Site - 300-256	306E Fabrication and Testing Laboratory Release
300-FF-2	Remediate Waste Site - 300-258	Abandoned Pipe Trench between the 334 Tank Farm and 306E
300-FF-2	Remediate Waste Site - 300-28	Contamination Found Along Gingko Street
300-FF-2	Remediate Waste Site - 300-33	Uranium-contaminated soil at Building 306W
300-FF-2	Remediate Waste Site - 300-34	Soil Contaminated by Process Sewer Leak
300-FF-2	Remediate Waste Site - 300-46	Uranium Chemical Wastes at Building 3706
300-FF-2	Remediate Waste Site - 300-5	Contaminated Soil at Site of Former Underground Gasoline Tank
300-FF-2	Remediate Waste Site - UPR-300-4	Uranium Contamination beneath and South of Building 321
300-FF-2	Remediate Waste Site - 300-11	Soil at Site of Former Underground Gasoline Tank
300-FF-2	Remediate Waste Site - 300-255	309 Tank Farm Contaminated Soil
300-FF-2	Remediate Waste Site - 300-257	309 Holdup Tank Outfall Pipeline
300-FF-2	Remediate Waste Site - 300 RLWS	300 Area Liquid Waste System
300-FF-2	Remediate Waste Site - 300 RRLWS	300 Area Liquid Waste Sewer System
300-FF-2	Remediate Waste Site - 300-15	Leakage from Corroded Process Sewer Pipe
300-FF-2	Remediate Waste Site - 300-214	300 Retention Process Sewer
300-FF-2	Confirmatory Sampling Site - 331 LSLT1	Life Sciences Laboratory Trench #1
300-FF-2	Confirmatory Sampling Site - 331 LSLT2	Life Sciences Laboratory Trench #2
300-FF-2	Remediate Waste Site - UPR-300-5	Spill at 309 Storage Basin
300-FF-2	Remediate Waste Site - UPR-300-11	Underground Radioactive Liquid Line Leak
300-FF-2	Remediate Waste Site - 300-121	French Drain

<b>Phase II River Corridor Contract Work</b>		
<b>Operable Unit</b>	<b>Site Number</b>	<b>Site Description</b>
300-FF-2	Remediate Waste Site - 300-268	3741 Building Foundation
300-FF-2	Remediate Waste Site – 300-270	Unplanned Release
300-FF-2	Confirmatory Sampling Site - 300-80	314 Storm Water Runoff and Steam Condensate
300-FF-2	Remediate Waste Site - 300-175	3714 Building Steam Condensate
300-FF-2	Remediate Waste Site - 300-269	Virology Laboratory Foundation
300-FF-5	Remediate Waste Site – 300-6	Diesel Fuel Oil Bunker
<b>Complete Burial Ground Remediation</b>		
300-FF-2	Remediate Burial Ground - 618-8	Uranium-Contaminated Soil under a Parking Lot

## Appendix 5 - Small Business Subcontracting Plan

Contractor: Washington Closure Company, LLC  
(a Washington Group-Fluor-Earth Tech LLC)

Address: 1135 Jadwin Avenue  
Richland, WA 99352

Solicitation Number: DE-RP06-02RL14300

Scope of Services: Environmental Remediation of the River Corridor on the Hanford Site

Total Contract Value: \$1,057,482,000

Period of Contract  
Performance: 2/1/03 – 3/31/09

### Type of Plan:

\_\_\_\_\_ “Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

X “Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

\_\_\_\_\_ “Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

The following Small Business Subcontracting Plan, together with any attachments, is hereby submitted to satisfy the applicable requirements of Public Law 95-507 and FAR 52.219-9 Small Business Subcontracting Plan (Jan 2002).

### (A) Goals expressed in terms of percentages of total planned subcontracting dollars, for the use of-

- |  |     |
|--|-----|
| (1) Small business concerns                                | 60% |
| (2) Veteran-owned small business concerns                  | 2%  |
| (3) Service-disabled veteran-owned small business concerns | 1%  |
| (4) HUBZone small business concerns                        | 3%  |
| (5) Small disadvantaged business concerns                  | 18% |
| (6) Women-owned small business concerns                    | 11% |

- (7) Native American Small Business 1%
- (B) A statement of—
- (1) Total dollars planned to be subcontracted \$495,000,000;
  - (2) Total dollars planned to be subcontracted to small business concerns \$297,000,000;
  - (3) Total dollars planned to be subcontracted to veteran-owned small business concerns \$9,900,000;
  - (4) Total dollars planned to be subcontracted to service-disabled veteran-owned small business \$4,950,000;
  - (5) Total dollars planned to be subcontracted to HUBZone small business concerns \$14,850,000;
  - (6) Total dollars planned to be subcontracted to small disadvantaged business concerns \$89,100,000
  - (7) Total dollars planned to be subcontracted to women-owned small business concerns \$54,450,000; and
  - (8) Total dollars planned to be subcontracted to Native American small business concerns \$4,950,000.
- (C) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to —
- (1) Small business concerns (SB),
  - (2) Veteran-owned small business concerns (VOSB),
  - (3) Service-disabled veteran-owned small business concerns (SDVOSB),
  - (4) HUBZone small business concerns (HUBZone),
  - (5) Small disadvantaged business concerns (SDB),
  - (6) Women-owned small business concerns (WOSB), and
  - (7) Native American owned small business concerns (NASB).

Principal Supplies and Services to be Subcontracted	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	NASB
Soil Excavation and Backfill	√						
Field Sampling	√				√		
Confirmation Sampling	√				√		
Engineering	√		√		√		
Engineering Studies	√		√		√		
Crane Operations	√						
Equipment Rentals	√						
Selected D <sup>4</sup> Activities	√						
Laboratory Analysis	√						
Records Management	√				√	√	
Revegetation	√				√		
Construction Services	√		√	√	√		
Office Supplies	√					√	
Photography	√			√	√		√
Consumables	√			√	√		
Computer Supplies	√			√		√	
Paper Products	√	√		√	√		
Janitorial supplies	√	√					
Chemical, safety and laboratory supplies	√				√		
Fasteners	√					√	
Hand Tools	√			√			
PPE	√			√		√	
Industrial equipment and supplies	√				√	√	
Construction safety and maintenance	√			√		√	
Industrial safety and supply	√		√				
Office furniture	√				√	√	
Pipe and pipe fittings, valves, pump and vacuum systems, water filtration, flexible hoses	√		√	√	√		
Electrical supplies and equipment	√			√			√
Electronic supplies	√				√		
HVAC and plumbing	√				√		
Laboratory supplies and equipment	√	√					

We have identified a list of candidate local, small businesses – many with which we have existing relationships (exhibit 1 at end of document).

(D) A description of the method used to develop the subcontracting goals in paragraph (A) of this clause.

WCC developed its subcontracting goals using the following guidelines and resources –

- Historical past performance for Washington Group International, Inc., Fluor and Earth Tech

- Secretary of Energy Memorandum “Maximizing Small Business Utilization,” dated February 11, 2000
- The Office of River Protection FY 2001 Small Business Plan
- Department of Energy Acquisition Letter AL 2000-02 “Small Business Programs”
- Department of Energy Acquisition Letter AL 2000-07 “MAC; GWAC: FSS”
- Department of Energy Acquisition Letter AL 2001-05 “Maximizing Opportunities for Small Business”
- Federal Acquisition Regulations
- DEAR 919.70 The Department of Energy Mentor Protégé Program
- DEAR 952.219-70 DOE Mentor Protégé Program
- Small Business Administration (SBA) Procurement Marketing and Access Network (PRO-Net)

Quantitative Determination: Based upon the Site Contractors’ existing Small Business Plans and available record of accomplishment, WCC made a quantitative determination that approximately 46.8% (\$495,000,000) of the total contract value will be available for all planned subcontracting.

Subcontractor Capabilities Determination: Areas to be subcontracted and subcontractor capabilities were determined using three specific data points. First we reviewed existing Mentor-Protégé Agreements for all WCC team members. Second, subcontracting opportunities identified by the WCC estimating team were compared against known small business concerns having a favorable prior working relationship with WCC’s team member firms at the Hanford Site and other sites within the DOE complex. Finally, we performed a systematic review of historical subcontracting requirements for similar contracts within the complex. These factors enabled us to determine the subcontracting workscopes identified in the principal supplies and services table presented on page 3.

(E) A description of the methods used to identify potential sources for solicitation purposes –

- (1) Existing company source lists
- (2) SBA’s Procurement Marketing and Access Network (PRO-Net)
- (3) Veterans service organizations
- (4) The National Minority Purchasing Council vendor Information Service
- (5) The Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- (6) The National Center for American Indian Enterprise Development
- (7) Small, HUBZone, small disadvantaged and women-owned small business trade associations

(F) WCC \_\_\_X\_\_\_ has \_\_\_ has not included indirect costs in establishing subcontracting goals.

(G) The name of the individual employed by WCC who will administer WCC’s subcontracting program, and a description of the duties of the individual.

Name: Richard Plov  
Title: Small Business Plan Administrator

Duties of the Small Business Plan Administrator will include, but are not limited to, the following activities-

- Development and maintaining bidders' lists of SB, HUBZone, WOSB, SDB, VOSB and SDVOSB concerns from as many sources as possible
- Ensuring that procurement packages are structured to permit participation of SB, HUBZone, WOSB, SDB, VOSB and SDVOSB concerns to the maximum extent possible
- Ensuring inclusion of SB, HUBZone, WOSB, SDB, VOSB and SDVOSB concerns whose capability coincide with solicitations requiring their products or services
- Reviewing solicitations to identify and remove any statements or clauses that may restrict or prohibit participation of SB, HUBZone, WOSB, SDB, VOSB and SDVOSB concerns
- Ensuring that proper documentation is provided by the bid proposal board if selection is not made to SB, HUBZone, WOSB, SDB, VOSB and SDVOSB concerns that submitted low bid
- Ensuring establishment and maintenance of records of solicitations and subcontract award activity
- Attending or arranging for attendance of company counselors at business opportunity workshops, minority business enterprise seminars, and trade fairs
- Monitoring achievement of proposed goals
- Preparing and submitting semi-annual and annual subcontract reports
- Coordinating Contractor's activities prior to and during conduct of Federal agency compliance reviews

(H) WCC's efforts to ensure that small, HUBZone, small disadvantaged, women-owned, veteran-owned and service-disabled veteran-owned small business concerns have an equitable opportunity to compete for subcontracts shall include, but are not limited to, the following activities –

1. Outreach efforts to obtain sources–

- Contacting minority and small business trade associations
- Contacting business development organizations
- Attending small and minority business procurement conferences and trade fairs
- Requesting sources from SBA's PRO-Net
- Other participation in efforts or activities to expand the socioeconomic database for this contract including book references, catalogs, source lists, or other reference material to identify SB/HUBZone/SDB/WOSB/VOSB/ SDVOSB sources before the acquisitions are placed by the buying activities
- Assisting SB/HUBZone/SDB/WOSB/VOSB/SDVOSB concerns with SBA registration

2. Internal efforts to guide and encourage purchasing personnel –

- Presenting workshops, seminars, and training programs on requirements of this plan
- Establishing, maintaining, and using SB, HUBZone, SDB, WOSB, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontracts
- Monitoring activities to evaluate compliance with the subcontracting plan

3. Additional Equitable Opportunities and Outreach Efforts. The WCC Small Business Plan Administrator, subcontracting personnel, and program and technical personnel involved in the acquisition process will maximize the use of the Internet, publish notices in relevant industry publications, conduct educational programs and practical workshops, and use any other appropriate means to identify small businesses concerns. WCC will -

- Host an annual Small Business Awareness Day, in a trade show-type setting, for small business concerns to market their supplies and services. Concurrently, WCC will develop workshops designed to assist small business concerns in doing business with WCC and DOE; communicate upcoming contracting and subcontracting opportunities, and providing instructions on obtaining copies of solicitations and how to respond to the solicitations; how to become certified as a small disadvantaged business concern with SBA; and any other information that may aid small businesses in competing for and performing subcontracts for WCC and contracts with DOE.
  - Take an active role in the local Minority Supplier Development Council activities and attend monthly and quarterly meetings.
  - Take an active role in the Mid-Columbia Small Business Council activities and attend Council meetings.
  - Assign a senior manager to serve on Tri-Cities Small and Small Disadvantaged Business councils to ensure that adequate focus, leadership, and support are taking place within the local community.
- (I) WCC will comply with FAR 52.219-9 clause (d) (9) and will include the “Utilization of Small Business Concerns” clause in all subcontracts that offer further subcontracting opportunities. In addition, WCC will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (J) WCC will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of WCC’s compliance with the subcontracting plan (iii) submit standard form (SF) 294, Subcontracting Report for Individual Contracts and SF 295, summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this provision; and (iv) ensure that our subcontractors agree to submit standard forms 294 and 295.
- (K) A description of the types of records that will be maintained by WCC concerning procedures that have been adopted to comply with the requirements and goals in this plan, including establishing source lists, and a description of the offeror’s efforts to locate small, HUBZone, small disadvantaged, women-owned, veteran-owned and service-disabled veteran-owned small business concerns and award subcontracts to them. Records shall include at least the following-
- (1) Source lists, including PRO-Net, guides, and other data that identify small, HUBZone, small disadvantaged, women-owned, veteran-owned and service-disabled veteran-owned small business concerns.
  - (2) Organizations contacted in an attempt to locate sources that are small, HUBZone, small disadvantaged, women-owned, veteran-owned and service-disabled veteran-owned small business concerns.
  - (3) Records on each subcontract solicitation resulting in an award of more than \$1000,000 indicating-
    - Whether small business concerns were solicited and, if not, why not
    - Whether veteran-owned small business concerns were solicited and, if not, why not

- Whether services disabled veteran-owned small business concerns were solicited and, if not, why not
  - Whether HUBZONE small business concerns were solicited and, if not, why not
  - Whether small disadvantaged business concerns were solicited and, if not, why not
  - Whether women-owned small business concerns were solicited and, if not, why not
  - If applicable, the reason award was not made to a small business concern
- (4) Records of any outreach efforts to contact-
- Trade associations
  - Business development organizations
  - Conferences and trade fairs to locate small, HUBZone, small disadvantaged, and women-owned small business sources
  - Veterans service organizations
- (5) Records of internal guidance and encouragement provided to buyers through-
- Workshops, seminars and training
  - Monitoring performance to evaluate compliance with the program's requirements
- (6) On a contract-by-contract basis, records to support award, data submitted by WCC to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(L) In order to effectively implement this plan to the extent consistent with efficient contract performance, WCC shall perform the functions described in FAR 52.219-9 clause (e).

Submitted By:

Signed: \_\_\_\_\_

Typed Name: Patrick L. Pettiette

Title: Project Manager and President, Washington Closure Company, LLC

Date: January 2, 2003

Plan Accepted By:

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Contracting Officer

Date: \_\_\_\_\_

## Small Disadvantaged Business Participation Program Targets Form

### Small Disadvantaged Business (SDB) Participation Program Targets\*

(A) Washington Closure Company

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
N/A			
	Subtotal		

(B) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
31-33	Manufacturing	\$6,445,353	0.6095
42	Wholesale Trade	\$1,144,195	0.1082
44-45	Retail Trade	\$855,503	0.0809
53	Real Estate and Rental and Leasing	\$920,009	0.0870
54	Professional, Scientific and Technical Services	\$5,716,748	0.5406
56	Administrative and Support and Waste Management and Remediation Services	\$516,051	0.0488
81	Other Services	\$280,233	0.0265
	Subtotal	\$15,878,092	1.5014

(C) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
31-33	Manufacturing	\$6,445,353	0.6095
42	Wholesale Trade	\$1,144,195	0.1082
44-45	Retail Trade	\$855,503	0.0809
53	Real Estate and Rental and Leasing	\$920,009	0.0870
54	Professional, Scientific and Technical Services	\$5,716,748	0.5406
56	Administrative and Support and Waste Management and Remediation Services	\$516,051	0.0488
81	Other Services	\$280,233	0.0265
	Subtotal	***	100.00%

\*SDB Participation from industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at <http://www.census.gov/epcd/www/naics.html/>

\*\*All percentages shown as a percent of the total target cost + target fee

\*\*\*Total target cost + target fee = \$1,057,482,000 for the Base Case. Percentages apply for Incremental Case

For information purposes, “targets” (as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	SDB prime contractor \$ & % (including JV partners and teaming members) and SDB	Subcontractor \$ & % with Small, HUBZone Small, Small

	subcontractors \$ & % in SIC major groups eligible for 10% price evaluation adjustment	Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of total contract value	% of Total Subcontracting
Reporting	OF 312 at contract completion	SF 294 and SF 295 at intervals per FAR 52.219-9(j)

## Appendix 6 - Advance Agreement, Personnel and Related Costs

It is DOE policy that there be advanced agreements with regard to selected categories of personnel costs and related expenses. The Offeror is to submit its proposed advance agreement on personnel costs. The Offeror, as part of its proposal, should furnish DOE with copies of those personnel and related policies that are uniformly and consistently applied throughout its corporate operations and that it would intend to apply to onsite employees engaged in work under the contract. To the extent they are compatible with DOE regulations and local policy and can be reasonably accommodated, such corporate policies will serve as the baseline for the advanced understandings to be reached. Personnel and related costs requiring advance understandings include, but are not limited to, the following:

### Wage and Salary Benefits

- (a) Salary Increases
  - (i) Merit
  - (ii) General Market Adjustments
  - (iii) Other
  
- (b) Fringe Benefits
  - (i) Paid Absences (Leave)
  - (ii) Insurance (Life, Medical, Dental)
  - (iii) Retirement (Pension/Profit Sharing)
  - (iv) Savings Plans
  - (v) Severance
  - (vi) Overtime
  - (vii) Shift Premiums
  - (viii) Employee Stock Ownership Plans
  - (ix) Other Stock Options, Plans, or Rights
  - (x) And/Or Other
  
- (c) Retiree Benefits, e.g., Insurance
  - (i) Authorized Hours of Work and General Pay Practices
  - (ii) Vacation and Other Absence Payments
  - (iii) Paid Holidays

The proposed advance agreement should identify any areas of conflict between your company compensation policies and the contract cost principles and procedures set out in FAR 31.205-6 or between your company compensation policies and the compensation policies proposed for this contract. To the extent the proposed benefits for the contract are greater than corporate benefits, the differences shall be explained and justified (this does not apply to specific benefits required by DOE in this RFP). In addition, the Offeror may propose cost ceilings. Refer to FAR 31.109 for examples of costs that may be included in such an agreement.

## Appendix 7 - Banking Agreement

### *Special Bank Account Agreement for use with the Payments Cleared Financing Arrangement*

Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the United States of America (hereinafter called the Government) represented herein by the Department of Energy (hereinafter called the "DOE"), and \_\_\_\_\_ (hereinafter called the "Contractor"), a corporation under the laws of the State of \_\_\_\_\_, and U.S. Bank, (hereinafter called the "Bank,") a banking corporation existing under the laws of the State of Washington, located at Richland, Washington.

### Recitals

- (A) On the date of \_\_\_\_\_, \_\_\_\_\_, DOE and the Contractor entered into Contract(s) No. DE-AC06-\_\_\_\_\_, or a supplemental agreement thereto, providing for the transfer of funds on a payments-cleared basis.
- (B) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000. These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Bank.
- (C) The special demand deposit account shall be designated  
" \_\_\_\_\_ Account."

### Covenants

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that,

- (1) The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Bank or others with respect to such account.
- (2) The Bank shall be bound by the provisions of said contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said account. After receipt by the Bank of directions from the Contracting Officer, or from the duly authorized representative of the Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Bank are concerned, be considered as having been properly issued and filed with the Bank by DOE.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Bank with respect to such special demand deposit account at all reasonable times and for all reasonable

purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Bank for a period of six (6) years after final payment under the contract.

- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in DOE solicitation DE-RP06-95RL13170 dated April 12, 1995, in consideration of placement by DOE of a noninterest-bearing time deposit with the Bank in an amount as shown in DOE's quarterly adjustment to the noninterest-bearing time deposit account. The Bank agrees that per-item costs, detailed in its bid dated June 12, 1995, will remain constant during the term of this Contract. Battelle Memorial Institute has withdrawn funds from its special demand deposit account to use to make a noninterest-bearing time deposit in a separate account in the Bank. That account is defined as the time deposit account. The funds in the time deposit account will remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward, but only with the approval of DOE.

- (6) The Bank shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of \_\_\_\_\_, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- (8) DOE, the Contractor, or the Bank, may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Contractor, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

(10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Bank shall be terminated automatically upon the delivery of written notice to the Bank.

(11) In the event of termination, the Bank agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items (for compensation by noninterest-bearing time deposit only).

Within 7 days of the expiration of the Agreement term, an analysis of the special demand deposit account shall be made by DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Bank for services rendered up to the expiration date.

- (a) If the analysis indicates that the Bank has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Contractor shall—
  - (1) Maintain on deposit, during this 90-day period, sufficient Federal funds to reimburse the Bank for prior cumulative loss of earnings, and
  - (2) Maintain on deposit in the time deposit account sufficient Federal funds to compensate the Financial Institution for services rendered.
- (b) If the analysis indicates that the Bank has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Bank a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- (c) If cumulative excess compensation is not sufficient to compensate the Bank for services rendered during the 90-day period, adjustments shall be made to the time deposit account to compensate the Bank for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

- (1) Term Agreement (Covenant 7)
- (2) Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Bank has submitted the forms entitled "Technical Representations and Certifications," "Schedule of Financial Institution Processing Charges," and "Calculation of Time Account Balance Required." These forms have been accepted by the Contractor and the Government and are incorporated herein with the

document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, including the amount of the time deposit agreed to herein, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

\_\_\_\_\_ by \_\_\_\_\_  
Date Signed (Typed Name of Contracting Officer)

\_\_\_\_\_  
(Signature of Contracting Officer)

WITNESS

\_\_\_\_\_ \_\_\_\_\_  
(Typed Name of Witness)(Typed Name of Contractor)

\_\_\_\_\_ by \_\_\_\_\_  
Representative) (Signature of Witness) (Name of Contractor's

Note: In the case of a corporation,  
A witness is not required. Type or  
Print names under all signatures.

\_\_\_\_\_  
(Signature of Contractor's Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
(Name of Financial Institution Representative)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Financial Institution

Representative)

Note: In the case of a corporation,  
A witness is not required. Type or  
Print names under all signatures.

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date Signed)

**NOTE**

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal) (Signature)

**NOTE**

Financial Institution (or Bank), if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Financial Institution (or Bank) herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Financial Institution (or Bank), was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

## Appendix 8 - Employee Benefits and Pension Plans

The following requirements apply to this contract.

1. Contractors shall develop and implement welfare benefit programs that meet the tests of allowability and reasonableness established by Federal Acquisition Regulations 31.205-6 and Department of Energy Acquisition Regulations 970.3102-2, COMPENSATION FOR PERSONAL SERVICES.
2. Contractors shall submit the following to the Contracting Officer for approval, except where the Contracting Officer has approved the adoption by the contractor of corporate benefit programs in their entirety.
  - a. An evaluation of Contractor Benefit Programs using a professionally recognized measure to compare their benefit programs to other organizations (either a Value Study or a U.S. Chamber of Commerce (COC) Employee Benefit Survey Comparison based on facility size). The contractor Value Study or COC survey results must fall within the following acceptable values: 1) when contractor's per capita cost per full-time equivalent employee or net benefit value is within the range of acceptability (i.e., no more than 5 percent above the comparator for other organizations), no further action is required; 2) when the contractor per capita cost per full-time equivalent employee or net benefit value is greater than 5 percent above the comparator for other organizations, the contractor shall submit to the Contracting Officer a corrective action plan to achieve conformance with the range of acceptability defined above, unless otherwise justified in writing. The plan shall include specific benefit plan changes and a timetable for implementation and shall be approved by the Contracting Officer.

Once a method of evaluation has been chosen, either a Value Study or COC, Contracting Officer approval shall be required to change the method in subsequent years. For contractors using the Value Study method, the studies shall be conducted every three years and are valid for three years, regardless of contractor transition. For contractors using the COC method, comparison results must be submitted annually to the Contracting Officer.

- (1) If a Value Study is used, the following requirements apply.
  - (a) The contractor shall determine a list of no less than 15 participants to be a part of the study. The Contracting Officer shall approve the list prior to the performance of the study.
  - (b) The Value Study shall include major non-statutory benefit plans offered by the contractor, including qualified defined benefit and defined contribution retirement and capital accumulation plans, and death, disability, health, and paid time-off welfare benefit programs.

- (c) The Value Study must be performed by a national consulting firm with expertise in benefit value studies.
    - (d) To the extent this methodology does not address post-retirement benefit programs, contractors shall provide the Contracting Officer separate cost and plan design data on post-retirement benefits other than pensions compared to external benchmarks of a nationally recognized survey source once every three years.
  - (2) If the COC is utilized, by March 1 of each year, the contractor shall provide to the Contracting Officer a completed COC survey, including a comparative analysis to the COC survey data, utilizing either the all industries data or the data from a single Service Industry Code (SIC) that has been agreed to by the Contracting Officer. The calculated per capita benefits cost per full-time equivalent employee shall be compared to the most recently published COC survey and contractor benefits data from the same benefit year as the survey benefit year (i.e., comparing 1994 contractor data to the 1994 survey data).
- b. Benefit Program Approval.
  - (1) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval. The justification must:
    - (a) demonstrate the effect of the plan changes on the contract net benefit value or per capita benefit costs,
    - (b) provide the dollar estimate of savings or costs, and
    - (c) provide the basis of determining the estimated savings or cost.
  - (2) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
    - (a) Have a claims management program that establishes specific guidelines and practices, and that ensures a regular review of program components. This program includes, but is not limited to:
      - 1. providing the Contracting Officer with annual status reports on all claims reserves over \$25,000, as well as reserves established on all new claims;
      - 2. conducting an annual review of all claims over \$25,000 in reserves and claims over 2 years old, regardless of reserve amount;

3. reviewing reserves under an insured program on all open claims at the end of each policy year but prior to the valuation of claims for the interim premium adjustment report to determine their appropriateness;
  4. reviewing medical cost containment programs, such as managed care networks, where allowed by statutes; and
  5. conducting a sample claims review of open and closed claims during the first 3 years of a contract period for both active and canceled policies with existing claims activity. A written report of the findings shall be submitted to the Contracting Officer.
- (b) Contractors under insured plans shall review and verify the accuracy of interim premium adjustment reports and make payment of adjusted premium or request of credit from carrier.
- (c) Contractors' workers compensation insurance policies shall contain the following provisions.
1. A provision excluding any claim on the part of the insurance company to be subrogated on payment of loss or otherwise to any claim against the United States.
  2. A provision that in the event of cancellation or non-renewal by the insurance company, 60 days advance notice shall be given to the contractor, the Contracting Officer, and the Office of Contractor Human Resource Management.
  3. A provision limiting the insurance company's right of inspection of the contractor's records and premises as necessary to comply with DOE's security requirements.
  4. A provision for the right of assignment of the policy to DOE, with payment of all return premiums, premium refunds dividends, or other moneys due or to become due, to be payable to the Government.
  5. Employer's liability coverage, except in cases where the contractor has an acceptable self-insurance program.
  6. Workers compensation and employer's liability coverage for its employees in those states that allow statutory immunity for certain types of employers (e.g., nonprofit educational institutions).
  7. Voluntary Compensation Endorsement in states that do not automatically provide voluntary coverage. This allows for coverage of employees or

volunteers who would not otherwise be covered for accidental injury (e.g., employees participating in an athletic event or volunteers at the work site). An additional amendment is necessary to extend Voluntary Compensation Coverage to occupational disease.

- (d) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (3) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (4) If Dependent Care Facilities are approved by the Contracting Officer, ensure the following non-discretionary elements that apply to contractor-sponsored workplace or near workplace Dependent Care Facilities are satisfied.
- (a) Workplace child-care centers or other facilities for children shall not be located at a DOE nuclear weapons complex or other hazardous materials site.
  - (b) Dependent care benefit programs for contractor-operated facilities must meet employee needs and management objectives based on a valid study of dependent care needs.
  - (c) Support costs associated with the operation of a contractor workplace or near workplace facility for exclusive use of DOE and contractor employees may include all or a portion of such expense items as utilities and maintenance, as well as food and medical services or supplies that are already being used in support of site operations and are readily available to additionally support the facility. Such use shall be approved by the contracting officer in advance. For the following costs to be considered allowable, capital construction of a facility must be validated and approved by the Contracting Officer.
    - 1. Capital costs budgeted and accounted for in accordance with DOE requirements related to capital projects. If the results of the study indicate that dependent care needs can be adequately addressed through any option or combination of options other than a workplace or near workplace contractor-sponsored dependent care facility, any costs associated with the lease or purchase of such facility shall not be reimbursable.
    - 2. The costs for labor, materials, and supplies expended for the operation of contractor workplace or near workplace dependent care facilities shall not be allowable under any circumstances. However, options for employees to finance such costs through contractor employee welfare benefits programs

flexible spending accounts are subject to the requirements of this chapter as it relates to welfare benefits.

- (d) Any agreement between contractors and dependent care (program) provider organizations must ensure that contractors and the DOE are held harmless from liability.
  - 1. Property damage liability and bodily injury liability insurance policies must be retained by the dependent care (program) provider organization in an amount appropriate for services provided. The contractors must also be insured under these policies.
  - 2. Agreements between the contractors and dependent care (program) provider organizations must ensure that the provider organizations operate, maintain, and upgrade any proposed workplace dependent care facility in compliance with federal, state, and local policies, regulations, and requirements for environment, safety and health.
- (5) The contractor shall annually submit the Report of Contractor Expenditures for Employee Supplemental Compensation (see attached forms).

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U.S. DEPARTMENT OF ENERGY  
 REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

=====  
 PART ONE - EMPLOYMENT:

EXEMPT: \_\_\_\_\_ BARGAINING UNIT: \_\_\_\_\_ NONEXEMPT NONBARGAINING UNIT: \_\_\_\_\_ RETIREE: \_\_\_\_\_

=====  
 =====

PART TWO - GROSS PAY	EXEMPT	BARGAINING UNIT	NONEXEMPT NON-BARGAINING UNIT
GROSS PAYROLL			
ANNUAL BASE PAY			
STRAIGHT-TIME PAY WORKED			
VACATION PAY			
VACATION PAY IN LIEU			
HOLIDAY PAY			
HOLIDAY PAY IN LIEU			
SICK LEAVE PAY			
PERSONAL LEAVE BANK			
PERSONAL LEAVE PAY			
PARENTAL LEAVE			
OTHER PAID LEAVE PAY			
OVERTIME PAY - STRAIGHT-TIME PORTION			
OVERTIME PAY - PREMIUM PORTION			
SHIFT DIFFERENTIAL			
LUMP SUM PAYMENT			
PERFORMANCE INCENTIVE COMPENSATION			

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U.S. DEPARTMENT OF ENERGY  
 REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

PART TWO - GROSS PAY	EXEMPT	BARGAINING UNIT	NONEXEMPT NON-BARGAINING UNIT
CASH AWARD			
NON PERFORMANCE-BASED BONUSES			
FACILITY CLOSING RETENTION BONUS			
VOLUNTARY SEPARATION BONUS			
RELOCATION/HOUSING ALLOWANCE-DIRECT			
RELOCATION/HOUSING ALLOWANCE-INDIRECT			
REMOTE/ISOLATION PAY			
HAZARD DUTY PAY			
EXPATRIATE ALLOWANCE			
EDUCATION ALLOWANCE-EMPLOYEE			
EDUCATION ALLOWANCE-DEPENDENT			
OTHER OVERTIME PAYMENT			
GEOGRAPHIC DIFFERENTIAL PAY			
SEVERANCE PAY			
DEPENDENT CARE			
MISC COMPENSATION			

PART TWO - LEGAL REQUIRED	TOTAL
SOCIAL SECURITY	
OTHER LEGALLY REQUIRED RETIREMENT PROGRAM	
UNEMPLOYMENT-FEDERAL	
UNEMPLOYMENT - STATE	
OCCUPATIONAL INJURY AND ILLNESS	
OTHER LEGALLY REQUIRED INSURANCE PROGRAMS	

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U.S. DEPARTMENT OF ENERGY  
 REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

PART TWO - LIFE/DEATH	TOTAL	BARGAINING UNIT
LIFE INSURANCE		
DEATH BENEFITS		

PART TWO - MEDICAL	TOTAL	BARGAINING UNIT
INSURED ACTIVE MEDICAL		
SELF-INSURED ACTIVE MEDICAL		
DENTAL-ACTIVE		
VISION/PRESCRIPTION-ACTIVE		
MISC MEDICAL-ACTIVE		
INSURED RETIREE MEDICAL		
SELF-INSURED RETIREE MEDICAL		
DENTAL-RETIREE		
VISION/PRESCRIPTION-RETIREE		
MISC MEDICAL-RETIREE		
SHORT-TERM DISABILITY		
LONG-TERM DISABILITY		
DISPLACED WORKER		

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U.S. DEPARTMENT OF ENERGY  
REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

PART TWO - RETIREMENT	TOTAL	BARGAINING UNIT
DEFINED CONTRIBUTION		
SAVINGS/THRIFT PLAN		
DEFINED BENEFITS		
DISBURSEMENTS		
EXPENSES		

PART TWO - OTHER	TOTAL	BARGAINING UNIT
VACATION/HOLIDAY FUNDS		
DEPENDENT CARE		
EMPLOYEE ASSISTANCE PROGRAM		
MISC BENEFITS		

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U.S. DEPARTMENT OF ENERGY  
REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

PART THREE - PAID HOURS	EXEMPT	BARGAINING UNIT	NONEXEMPT NON-BARGAINING UNIT
STRAIGHT HOURS			
OVERTIME HOURS			
PREMIUM HOURS			
VACATION HOURS			
HOLIDAY HOURS			
SICK LEAVE HOURS			
PERSONAL LEAVE HOURS			
OTHER PAID LEAVE HOURS			
AVERAGE HOURS PER WEEK			

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U.S. DEPARTMENT OF ENERGY  
 REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

PART FOUR

1. Indicate whether the employer (contractor) provides a flexible benefit program by entering a (Y)es or (N)o.

--

2. Provide the number of medical plans by category.

INDEMNITY HEALTH INSURANCE	
HMO	
PPO	
POS	
OTHER	

3. Provide the percentage of contribution the employees are required to contribute to any medical plan(s) provided by the employer (contractor). Use an average percentage if contributions vary among multiple plans.

SINGLE	
--------	--

FAMILY	
--------	--

4. Provide the percentage of contribution the retirees are required to contribute to any medical plan(s) provided by the employer (contractor). Use an average percentage if contributions vary among multiple plans.

UNDER 65	
----------	--

65 & OVER	
-----------	--

5. Provide the number of retirees who are enrolled in a Retiree Medical Plan (exclude spouse and/or dependents).

UNDER 65	
----------	--

65 & OVER	
-----------	--

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U.S. DEPARTMENT OF ENERGY  
REPORT OF CONTRACTOR EXPENDITURES FOR EMPLOYEE SUPPLEMENTARY COMPENSATION

FIELD/OPERATIONS OFFICE: \_\_\_\_\_ FACILITY NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REPORT PERIOD (CALENDAR YEAR) \_\_\_\_\_

PART FIVE

COMMENTS		METHODOLOGY

## DOE CONTRACTOR PENSION PLANS

Contractor officials shall ensure that requirements set forth below are applied in the establishment and administration of DOE-funded pension plans covering prime cost reimbursement contracts for management and operation of DOE facilities and for other DOE-funded pension plans as stipulated in the contract.

### 1. BASIC REQUIREMENTS.

- a. Each pension plan covering contractor employees at designated DOE and contractor facilities shall be a separate pension plan as defined below.
- b. DOE approval is required prior to implementing any change to a pension plan covering prime cost reimbursement contracts for management and operation of DOE facilities and other contracts when designated. Changes shall be in accordance with and pursuant to the terms and conditions of the contract.
- c. DOE approval is required for each newly adopted pension plan.
- d. Each contractor pension plan shall be submitted to an annual, full-scope audit by an outside independent organization and the resulting report, submitted to DOE, must provide the accounting details specified in ERISA Sections 103 and 104.
- e. Contractors shall comply with the requirements of ERISA to the fullest extent practical, even when a specific pension plan is exempt from ERISA.
- f. Changes will be evaluated by DOE, with approval/disapproval based on the merits of each benefit or proposed change, including the following:
  - (1) Total compensation.
  - (2) Pension benefit surveys published by the Bureau of Labor Statistics.
  - (3) Retirement studies published by consulting firms, educational institutions, or policy groups.
  - (4) Software models developed by qualified actuaries.

### 2. FUNDING REQUIREMENTS.

- a. Contributions to a trust during a plan year for a separate defined benefit pension plan shall not exceed the greater of:

- (1) the minimum contribution required by Section 302 of the Employee Retirement Income Security Act (ERISA) and
    - (2) the amount estimated to eliminate the unfunded current liability as projected to the end of the plan year. The term "unfunded current liability" shall refer to the unfunded current liability as defined in Section 302(d)(8) of ERISA. Contributions above the minimum shall require approval by the Department and shall be supported with adequate justification.
  - b. The DOE funding policy is intended to be congruent with the basic objectives of the CAS and will generally result in funding consistent with the CAS. If this policy causes a temporary, technical inconsistency with the CAS, the contractor shall immediately notify the cognizant Contracting Officer and Chief Financial Officer. Contractors have recourse to the cost principles found at DEAR 970.3102-2(1)(2) and (3) and shall avoid penalties on that basis.
3. **REPORTING REQUIREMENTS FOR DESIGNATED CONTRACTS.** The following reports shall be submitted to DOE within one year of the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE.
- a. Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan.
  - b. Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan.
  - c. Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan.
4. **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.
- a. No further benefits for service shall accrue.
  - b. The contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
  - c. The contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or dispose of such liabilities through a competitive purchase of annuities. Insurance companies bidding for such business shall satisfy Department of Labor requirements.
  - d. Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

- e. 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 DOE assets assigned to a spun-off or terminating plan shall be placed in a high-yield, fixed-income portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA."
5. CONTINUING OPERATIONS. When one prime contractor is replaced by another, the contracting parties shall ensure the following.
- a. Incumbent Contractor.  
  
Shall bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff, if any.
  - b. Successor Contractor. Shall assume sponsorship of any DOE site-specific plans from the departing contractor. This includes site-specific plans already in existence or newly created.
  - c. Spun-off Plan. DOE and the contractor(s) shall establish an effective date of spinoff, if any. On the same day as the contractor notifies the IRS of the spinoff, all DOE assets assigned to a spun-off plan shall be placed in a high-yield, fixed-income portfolio until the successor trustee is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA."
6. TERMINATING PLANS.
- a. DOE contractors shall not terminate any pension plan without notifying the Department at least 60 days prior to the scheduled date of plan termination.
  - b. To the extent possible, the contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market. Insurance companies bidding for this business shall satisfy Department of Labor standards. Otherwise, the contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
  - c. Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
  - d. If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
  - e. On the same day as the contractor notifies the IRS of the plan termination, all DOE assets will be placed in a high-yield, fixed-income portfolio until full disposition of the

terminating plan's liabilities. The portfolio shall be rated no lower than Standard & Poor's "AA."

- f. After all liabilities of the plan are satisfied, the contractor shall return to DOE an amount equaling the asset reversion 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.
7. **SPECIAL PROGRAMS.** Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

## DEFINITIONS

1. **Current Liability.** The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
2. **Defined Benefit Pension Plan.** Provides a pension amount calculated by applying to an employee's service (and, in some cases, to an employee's salary) a formula specified in the plan document.
3. **Defined Contribution Pension Plan.** Provides to each plan participant the accumulation of employer contributions, employee contributions, and investment returns on behalf of that plan participant. The plan specifies contributions (normally as a percent of salary). The plan also specifies the permissible timing, type, and amount of payments to the plan participant or survivors.
4. **Designated Contract.** For purposes of this Order, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
5. **Pension Fund.** The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
6. **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.
7. **Separate Plan.** Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own DOL plan number) that is distinct from corporate plan documents and identify the contractor as the plan sponsor.
8. **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."

## Appendix 5 – Wage Determination

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Wage Determination No.: 1994-2569  
Revision No.: 15  
Date of Last Revision: 06/27/2001

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler Washington  
Counties of Benton, Franklin, Walla Walla, Yakima

\*` Fringe Benefits Required Follow the Occupational Listing `\*

OCCUPATION TITLE MINIMUM WAGE RATE

### Administrative Support and Clerical Occupations

Accounting Clerk I	8.99
Accounting Clerk II	9.83
Accounting Clerk III	11.39
Accounting Clerk IV	14.88
Court Reporter	11.23
Dispatcher, Motor Vehicle	11.36
Document Preparation Clerk	9.40
Duplicating Machine Operator	9.40
Film/Tape Librarian	10.04
General Clerk I	7.33
General Clerk II	8.16
General Clerk III	9.56
General Clerk IV	10.72
Housing Referral Assistant	15.25
Key Entry Operator I	9.15
Key Entry Operator II	9.99
Messenger (Courier)	7.21
Order Clerk I	8.95
Order Clerk II	10.74
Personnel Assistant (Employment) I	10.09
Personnel Assistant (Employment) II	11.33
Personnel Assistant (Employment) III	12.67
Personnel Assistant (Employment) IV	15.12
Production Control Clerk	13.40
Rental Clerk	10.04
Scheduler, Maintenance	11.43
Secretary I	11.43
Secretary II	12.78
Secretary III	15.25
Secretary IV	17.09
Secretary V	18.91
Service Order Dispatcher	11.55
Stenographer I	9.34
Stenographer II	11.25
Supply Technician	17.09
Survey Worker (Interviewer)	11.23

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Switchboard Operator-Receptionist	9.36
Test Examiner	12.78
Test Proctor	12.78
Travel Clerk I	10.61
Travel Clerk II	11.17
Travel Clerk III	11.86
Word Processcr I	9.78
Word Processor II	10.98
Word Processor III	12.28

### **Automatic Data Processing Occupations**

Computer Data Librarian	9.14
Computer Operator I	10.51
Computer Operator II	12.97
Computer Operator III	16.40
Computer Operator IV	18.96
Computer Operator V	20.34
Computer Programmer I (1)	15.71
Computer Programmer II (1)	18.55
Computer Programmer III (1)	22.00
Computer Programmer IV (1)	27.12
Computer Systems Analyst I (1)	19.54
Computer Systems Analyst II (1)	22.93
Computer Systems Analyst III (1)	24.62
Peripheral Equipment Operator	11.17

### **Automotive Service Occupations**

Automotive Body Repairer, Fiberglass	18.71
Automotive Glass Installer	16.84
Automotive Worker	16.84
Electrician, Automotive	17.78
Mobile Equipment Servicer	14.95
Motor Equipment Metal Mechanic	18.71
Motor Equipment Metal Worker	16.84
Motor Vehicle Mechanic	18.71
Motor Vehicle Mechanic Helper	14.00
Motor Vehicle Upholstery Worker	15.88
Motor Vehicle Wrecker	16.84
Painter, Automotive	17.78
Radiator Repair Specialist	16.84
Tire Repairer	14.44
Transmission Repair Specialist	18.71

### **Food Preparation and Service Occupations**

Baker	15.66
Cook I	13.97
Cook I I	15.66

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Dishwasher	9.89
Food Service Worker	9.89
Meat Cutter	15.66
Waiter/Waitress	11.04

**Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	17.78
Furniture Handler	11.71
Furniture Refinisher	17.78
Furniture Refinisher Helper	14.00
Furniture Repairer, Minor	15.88
Upholsterer	17.78

**General Services and Support Occupations**

Cleaner, Vehicles	9.89
Elevator Operator	9.89
Gardener	13.97
House Keeping Aid I	8.76
House Keeping Aid II	9.89
Janitor	9.89
Laborer, Grounds Maintenance	11.04
Maid or Houseman	8.77
Pest Controller	14.77
Refuse Collector	9.89
Tractor Operator	13.21
Window Cleaner	11.04

**Health Occupations**

Dental Assistant	12.20
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.09
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	11.24
Medical Laboratory Technician	11.24
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.30
Nursing Assistant 11	8.20
Nursing Assistant III	8.95
Nursing Assistant IV	10.04
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.57
Registered Nurse II	19.06
Registered Nurse II, Specialist	19.06
Registered Nurse 111	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62

**Information and Arts Occupations**

Audiovisual Librarian	14.81
Exhibits Specialist I	12.83
Exhibits Specialist II	15.31
Exhibits Specialist III	16.80
Illustrator I	12.83
Illustrator II	15.31
Illustrator III	16.80
Librarian	19.10
Library Technician	11.23
Photographer I	11.95
Photographer II	15.35
Photographer III	16.80
Photographer IV	18.64
Photographer V	20.69

**Laundry, Dry Cleaning, Pressing and Related Occupations**

Assembler	7.92
Counter Attendant	7.92
Dry Cleaner	9.11
Finisher, Flatwork, Machine	7.92
Presser, Hand	7.92
Presser, Machine, Drycleaning	7.92
Presser, Machine, Shirts	7.92
Presser, Machine, Wearing Apparel, Laundry	7.92
Sewing Machine Operator	10.80
Tailor	11.52
Washer, Machine	8.64

**Machine Tool Operation and Repair Occupations**

Machine-Tool Operator (Toolroom)	17.78
Tool and Die Maker	21.55

**Material Handling and Packing Occupations**

Forklift Operator	10.52
Fuel Distribution System Operator	14.96
Material Coordinator	12.51
Material Expediter	12.51
Material Handling Laborer	9.23
Order Filler	11.28
Production Line Worker (Food Processing)	12.34
Shipping Packer	10.30
Shipping/Receiving Clerk	10.65
Stock Clerk (Shelf Stocker; Store Worker II)	10.30
Store Worker I	9.17
Tools and Parts Attendant	11.45
Warehouse Specialist	12.76

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	18.66
Aircraft Mechanic Helper	14.00
Aircraft Quality Control Inspector	19.68
Aircraft Servicer	15.88
Aircraft Worker	16.84
Appliance Mechanic	17.78
Bicycle Repairer	14.44
Cable Splicer	18.71
Carpenter, Maintenance	17.78
Carpet Layer	16.84
Electrician, Maintenance	18.71
Electronics Technician, Maintenance I	15.23
Electronics Technician, Maintenance II	18.64
Electronics Technician, Maintenance III	19.62
Fabric Worker	15.88
Fire Alarm System Mechanic	18.71
Fire Extinguisher Repairer	14.95
Fuel Distribution System Mechanic	18.71
General Maintenance Worker	16.84
Heating, Refrigeration and Air Conditioning Mechanic	18.71
Heavy Equipment Mechanic	18.71
Heavy Equipment Operator	16.64
Instrument Mechanic	18.71
Laborer	9.89
Locksmith	17.78
Machinery Maintenance Mechanic	18.71
Machinist, Maintenance	18.71
Maintenance Trades Helper	14.00
Millwright	18.71
Office Appliance Repairer	17.78
Painter, Aircraft	17.78
Painter, Maintenance	17.78
Pipefitter, Maintenance	21.52
Plumber, Maintenance	20.45
Pneudraulic Systems Mechanic	18.71
Rigger	18.71
Scale Mechanic	16.84
Sheet-Metal Worker, Maintenance	18.71
Small Engine Mechanic	16.84
Telecommunication Mechanic I	18.71
Telecommunication Mechanic II	19.68
Telephone Lineman	18.71
Welder, Combination, Maintenance	18.71
Well Driller	18.71
Woodcraft Worker	18.71
Woodworker	14.95

**Miscellaneous Occupations**

Animal Caretaker	12.19
Carnival Equipment Operator	13.21
Carnival Equipment Repairer	14.11
Carnival Worker	9.89
Cashier	8.22
Desk Clerk	9.13
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.14
Recreation Specialist	12.64
Recycling Worker	13.08
Sales Clerk	9.36
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	8.14
Survey Party Chief (Chief of Party)	15.49
Surveying Aide	9.73
Surveying Technician (Instr. Person/Surveyor Asst.instr.)	13.32
Swimming Pool Operator	15.66
Vending Machine Attendant	13.07
Vending Machine Repairer	15.66
Vending Machine Repairer Helper	13.07

**Personal Needs Occupations**

Child Care Attendant	9.13
Child Care Center Clerk	12.40
Chore Aid	8.76
Homemaker	12.64

**Plant and System Operation Occupations**

Boiler Tender	18.71
Sewage Plant Operator	20.45
Stationary Engineer	18.71
Ventilation Equipment Tender	18.71
Water Treatment Plant Operator	16.10

**Protective Service Occupations**

Alarm Monitor	11.43
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard 1	8.74
Guard 11	10.97
Police Officer	23.61

**Stevedoring/Longshoremen Occupations**

Blocker and Bracer	14.84
Hatch Tender	14.84
Line Handler	14.84
Stevedore I	13.98
Stevedore II	15.85

**Technical Occupations**

Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	13.21
Archeological Technician II	14.77
Archeological Technician III	18.30
Cartographic Technician	21.05
Civil Engineering Technician	18.30
Computer Based Training (CBT) Specialist/ Instructor	22.47
Drafter I	10.63
Drafter II	11.95
Drafter 111	15.35
Drafter IV	18.30
Engineering Technician I	13.26
Engineering Technician II	14.88
Engineering Technician 111	17.97
Engineering Technician IV	21.05
Engineering Technician V	26.52
Engineering Technician VI	35.66
Environmental Technician	16.49
Flight Simulator/Instructor (Pilot)	23.38
Graphic Artist	19.54
Instructor	17.16
Laboratory Technician	14.26
Mathematical Technician	18.31
Paralegal/Legal Assistant I	12.15
Paralegal/Legal Assistant II	15.01
Paralegal/Legal Assistant III	16.72
Paralegal/Legal Assistant IV	22.21
Photooptics Technician	18.31
Technical Writer	17.05
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician 1	17.16
Unexploded Ordnance (UXO) Technician 11	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.26
Weather Observer, Senior (3)	15.85
Weather Observer, Upper Air (3)	14.26

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	12.18
Parking and Lot Attendant	8.05
Shuttle Bus Driver	11.48
Taxi Driver	10.80
Truckdriver, Heavy Truck	14.35
Truckdriver, Light Truck	11.48
Truckdriver, Medium Truck	12.18
Truckdriver, Tractor-Trailer	14.35

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.02 an hour or \$80.80 a week or \$350.13 a month.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY -NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6:00 pm and 6:00 am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and - incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* Uniform Allowance\*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202783-3238, or by writing to the Superintendent of Documents, U.S. Government

Printing. Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{ Standard Form 1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification (s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.'

