

2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-99RL14047.001	5. PROJECT NO. (If applicable)
ISSUED BY U.S. Department of Energy Richland Operations Office P.O. Box 1000 Richland, Washington 99352		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Lockheed Martin Hanford Co. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 09/30/99

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See attached detail (Net Increase \$705,000.00)

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

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B-2, "Obligation of Funds"

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

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

OBLIGATION NOTICE NO. 2

A. The purpose of this modification is to increase the amount of funds obligated to this contract by \$705,000.00. See attached detail.

B. Part I - The schedule, Section B.2A., Obligations of Funds, is hereby increased by \$705,000.00. The first sentence of the paragraph is hereby changed to read as follows:
"The amount presently obligated by the Government with respect to this contract is sixteen million, two hundred seventy three thousand, three hundred fifty dollars. (\$16,273,350.00)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael K. Barrett, PRO
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Michael K. Barrett (Signature of Contracting Officer)
	16C. DATE SIGNED 18-27-99

Funds must be controlled within specific limitations required by and/or at levels directed by the DOE contracting office. Except as noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) numbers and, for construction line items, the Budget Reference number, that cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	4000000000	By each individual work order from requesting entity.
Work for commercial entities	6000000000 6500000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

LOCKHEED MARTIN

Modification No. : A001

Requisition No. : 00BA14047.001

Contract ID: RL14047

SF-0030

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	<u>Prior Year</u>	<u>Amount This</u>	<u>Previous</u>	<u>Total</u>	<u>Total</u>
		<u>Uncosted</u>	<u>Modification</u>	<u>Signed This FY</u>	<u>FY Mods</u>	<u>BA Avail</u>
Fin Plan: RL	Fund Type: TE	Approp: 89X0242.91				
39EW02J10	PRN97D40200	\$0.00	\$1,500,000.00	\$0.00	\$1,500,000.00	\$1,500,000.00
820200000		\$0.00	(\$36,975,000.00)	\$0.00	(\$36,975,000.00)	(\$36,975,000.00)
EW0200000		\$0.00	\$36,180,000.00	\$0.00	\$36,180,000.00	\$36,180,000.00
<u>Fund Type Total</u>		\$0.00	\$705,000.00	\$0.00	\$705,000.00	\$705,000.00
<u>Contract Total</u>		\$0.00	\$705,000.00	\$0.00	\$705,000.00	\$705,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
		1	43

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE 10/01/99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Ave. Richland, WA. 99352	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Lockheed Martin Hanford Corporation P.O. Box 1500 Richland, WA 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER (Specify type of modification and authority)
X	H.18 "Performance Incentives and Fee Distribution"

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

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

The purpose of this modification is to incorporate the attached FY 2000 Performance Incentives (PIs), consisting of 41 pages, into Part III, Section J, Appendix D, of the contract. A list of the incorporated FY 2000 PIs is included on page 2 of this contract modification. The attached PIs account for \$12,350,000 of the available fee pool in Part I, Section B, Table B-2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J.J. Short, II		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/15/99

This modification incorporates the following performance incentives into the contract:

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DE-AC06-99RL14047
Mod. No. M002
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<u>Number</u>	<u>Title</u>	<u>Fee</u>
ORP1.1.1	Tank Characterization - Sampling Tanks	\$ 1,500,000
ORP1.1.2	Tank Characterization - Reduce Lab Turnaround	\$ 100,000
ORP2.1.1	Authorization Basis Management Process Improvement	\$ 500,000
ORP2.1.2	SY-101 Safety Mitigation	\$ 2,500,000
ORP3.1.1	Interim Tank Stabilization	\$ 2,500,000
ORP3.1.2	Supernatant Removal	\$ 300,000
ORP3.2.1	W-314 "A" Complex	\$ 1,250,000
ORP3.2.3	Implementation of Field Optimizations	\$ 400,000
ORP3.3.1	Vault Stabilization	\$ 250,000
ORP3.3.4	Drawing & Labeling	\$ 250,000
ORP3.4.1	ENRAF Installations	\$ 150,000
ORP 3.5.1	Integrated Construction Projects/Operations Plan	\$ 300,000
ORP3.8.1	Waste Volume Mgmt	\$ 250,000
ORP4.1.1	Vadose Zone	\$ 500,000
ORP4.2.1	AZ-101 Process Test	\$ 750,000
ORP8.1.1	W-519 Privatization Phase I Infrastructure Support	\$ 500,000
ORP9.1.1	Immobilized Product Storage / Disposal	\$ 250,000
ORP10.1.2	RPP Information System Development	\$ 100,000
	Total	\$12,350,000

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Tank Characterization – Sampling Tanks

Project Baseline Summary (PBS): TW01

Maximum Available Incentive Fee: \$1,500,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts***ORP Point of Contact: J. Poppiti**Contractor Point of Contact: B. Ross***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (28%)

Complete characterization sampling to meet the requirements of the River Protection Project, including the Retrieval Project. Also support acquisition of samples required by DOE-ORP's contract with BNFL Inc.

1. Complete 12 core, 12 grab and 6 Type IV vapor samples by September 30, 2000. (4% of fee)
2. Complete 7 core, 13 grab and 4-vapor laboratory analysis reports (LAR) by September 30, 2000. (4% of fee)
3. Complete the Draft and Final FY 2001 Technical Sampling Basis – Waste Information Requirements Documents (TSB-WIRD). Draft TSB-WIRD due June 15, 2000 (2% of fee). Final TSB-WIRD due August 21, 2000. (4% of fee)
4. Complete 13 Tank Characterization Reports by September 20, 2000. (4% of fee)
5. Complete the FY 00 WIRD deliverables including changes documented in the WIRD quarterly reports, by September 20, 2000. (4% of fee)
6. Complete the input of Characterization Data from LAR's into the electronic database within 7 days of LAR publication. (4% of fee)
7. Update the Best Basis Standard Inventory Estimates by September 20, 2000. (4% of fee.)

STRETCH (72%)

All quantities in this stretch are in addition to quantities in the standard.

1. Deliver 2 more Core Samples to the analytical laboratory by 9/30/00 -- Earn 14% of fee for each sample up to 28% of fee.
2. Deliver 4 more Grab Samples to the analytical laboratory by 9/30/00 -- Earn 3% of fee for each sample up to 12% of fee.
3. Deliver 4 more Type IV Vapor Samples to the analytical laboratory by 9/30/00 -- Must complete all four of the Type IV Vapor Samples to earn 12% fee.

FY 2000 PERFORMANCE INCENTIVE

4. Complete 2 more Tank Waste Characterization Laboratory Analysis Reports. Earn 10% of fee for each Laboratory Analysis Report up to 20% of fee.

NEGATIVE (28%)

1. Complete any Standard Performance items 1-7 above after September 30, 2000, and lose 4% of fee for each up to a maximum of 28% of fee.

**SECTION 4
Performance Requirements**

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

1. A core [grab, vapor] sample is completed when the last segment [sample bottle, vapor sample container] as specified in the Tank Sampling and Analysis Plan (TSAP) has been received by the analytical laboratory, and the chain of custody has been signed by the laboratory's sample receiving official. ORP will provide personnel to perform field verification.
2. A Laboratory Analysis Report is completed on the date of the document's signed cover page.
3. The draft FY 2001 TSB-WIRD is complete when ORP coordination comments are resolved. The final FY 2001 TSB-WIRD is complete when DOE-ORP and Washington State Department of Ecology comments have been resolved.
4. The Tank Characterization Reports (TCRs) are completed when DOE-ORP comments have been resolved and the TCR is released to the public via the Tank Waste Information Network System (TWINS) at internet address <http://twins.pnl.gov/twins3/twins.htm>
5. See Section 3
6. See Section 3
7. The Best Basis Standard Inventory (BBI) Estimates are updated when documentation of the changes is published in a publicly available document, and the updated estimates are posted on TWINS at the internet address <http://twins.pnl.gov/twins3/twins.htm>. The Best Basis Inventory estimates are to include tanks for which a TCR is written or updated in FY 2000 and tanks that were affected by a transaction (such as saltwell pumping) or transfer. Uncertainty estimates are to be included for updated tank content estimates. Solid and liquid splits are to be calculated in cases where there is sufficient data.

DEFINITIONS: *(define terms)*

1. A Core Sample is composed of one to 23, nineteen-inch segments of tank waste depending on the depth of the waste in the tank. The number of core samples required to meet programmatic needs is documented in the individual Tank Sampling and Analysis plans (TSAP).
2. A Grab Sample is a volume of liquid or soft sludge taken from one tank riser at multiple tank depths. Sampling cost increases as volume increases. Therefore, Grab Samples are defined as follows:

Volume (Liters)	Grab Sampling Events
1	1
2	1.2
3	1.3
4	1.5
5	1.7

Evaporator grab samples equal 1.2 Sampling Events. Therefore, 12 grab samples may not equal 12 separate grab-sampling events.

FY 2000 PERFORMANCE INCENTIVE

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

1. Chain-of-Custody form
2. Laboratory Analysis Reports – name is dependent on tank sampled. Document number is to be assigned.
3. Technical Sampling Basis-Waste Information Requirements Document for FY 2001, document number HNF-4048
4. Tank Characterization Reports. Availability of the Tank Characterization Reports on the Tank Waste Information Network System (TWINS) at internet address <http://twins.pnl.gov/twins3/twins.htm> shall constitute the documentation of completion.
5. WIRD quarterly report, letter from contractor to DOE-ORP
6. Tank Waste Information Network System, internet address <http://twins.pnl.gov/twins3/twins.htm>
7. BBI estimates to be published on TWINS internet address <http://twins.pnl.gov/twins3/twins.htm> and documented in appropriate TCR.

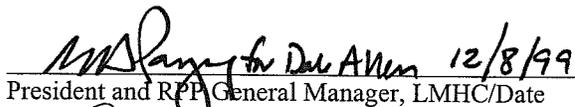
ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

Standard Performance Expectation 3: An administrative change to Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement) Milestone M-44 is being negotiated with Washington State Department of Ecology (Ecology) to include the dates of the Characterization Project's quarterly reports and to change the due date of the final TSB-WIRD Deliverables Report. Therefore, upon the formal approval of the administrative change to the milestone, this performance incentive will be revised to reflect the new dates for the quarterly reports and the final TSB-WIRD Deliverables Report.

**SECTION 5
Signatures**

 12/8/99

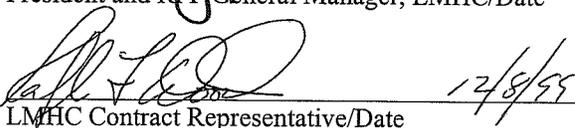
Manager, ORP/Date

 12/8/99

President and RFP General Manager, LMHC/Date

 12/8/99

ORP Contracting Officer/Date

 12/8/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE

**SECTION 1
General Information**

Descriptive Short Title: Tank Characterization – Reduce Laboratory Analysis Report Turnaround Time
Project Baseline Summary (PBS): TW01
Maximum Available Incentive Fee: \$100,000
Type: X Standard

**SECTION 2
Technical Contacts**

ORP Point of Contact: J. Poppiti
Contractor Point of Contact: B. Ross

**SECTION 3
Performance Expectations and Earning Schedule**

- GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:
1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
 2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STRETCH (100%)

The contractor shall perform an alternatives analysis and business process improvement study to develop a Business Plan and Recommendations for implementation actions for reduction of a core sample Laboratory Analysis Report (LAR) turnaround time. The cases of reduction to 126 days and 90-day turnaround shall both be developed. The Business Plan and Recommendations shall be submitted to ORP by 6/1/2000

SECTION 4
Performance Requirements

DEFINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

Report transmitted to ORP by 6/1/2000

DEFINITIONS: (define terms)

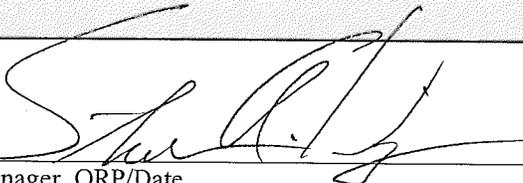
Turnaround Time: The time from the date the last segment of the core sample is received at laboratory (as recorded in chain of custody documents) to the time the Laboratory Analysis Report (LAR) is delivered to DOE-ORP (as recorded in the release date on the report cover sheet).

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

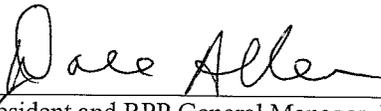
Business Plan and Recommendation for Implementation Actions

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

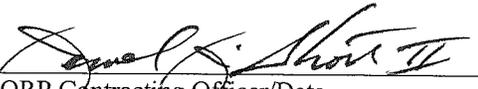
SECTION 5
Signatures

 11/19/99

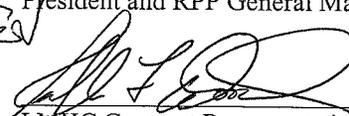
Manager, ORP/Date

 11/19/99

President and RPP General Manager, LMHC/Date

 11/19/99

ORP Contracting Officer/Date

 11/19/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1****General Information**

Descriptive Short Title: Authorization Basis Management Process Efficiency Improvement

Project Baseline Summary (PBS): TW02

Maximum Available Incentive Fee: \$500,000

Type: X Standard X Stretch

SECTION 2**Technical Contacts**

ORP Point of Contact: Joe Voice

Contractor Point of Contact: Mike Payne

SECTION 3**Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

- I. Re-evaluate the following Final Safety Analysis Report (FSAR) accidents--earn 25% of fee as specified below:
 - a. Re-evaluate the FSAR Spray Leak in Structure or From Waste Transfer Lines (FSAR Section 3.4.2.9), and Surface Leak Resulting in Pool (FSAR Section 3.4.2.7) accidents with historical, industrial failure modes, and plausible accident progression and system responses. Reassess existing controls including Structures, Systems, and Components (SSCs) on the basis of this accident reevaluation. Submit re-evaluated accident analyses and control strategy including appropriate Authorization Basis amendment request for ORP approval by May 31, 2000--earn 13% of fee; and
 - b. Re-evaluate FSAR Flammable Gas Deflagrations (FSAR Section 3.4.2.2) and Natural Phenomena Seismic (FSAR Section 3.4.2.12.3) accidents with historical, industrial failure modes, and plausible accident progression and system responses. Reassess existing controls including SSCs on basis of this accident reevaluation. Submit re-evaluated accident analyses and control strategy including appropriate Authorization Basis amendment request for ORP approval by May 31, 2000--earn 12% of fee.
- II. Re-evaluate the following five Authorization Basis controls for tank farm operations—earn 35% of fee as specified below:
 - a. Using information and data gained during previous operations, re-evaluate the requirements for the use of portable exhausters during saltwell pumping based on existing flammable gas hazards. Based upon this re-evaluation, submit an Authorization Basis amendment and/or licensing strategy for appropriate use of portable exhausters for the saltwell pumping activity by June 30, 2000--earn 5% of fee.
 - b. Using information and data gained during previous saltwell pumping operations, re-evaluate the requirements for the continuous flammable gas monitoring during saltwell pumping operations based on existing flammable gas hazards. Based upon this reevaluation, submit an Authorization Basis amendment and/or licensing strategy for flammable gas monitoring for the saltwell pumping activity by June 30, 2000--earn 5% of fee.
 - c. Using information and data gained during previous operations, re-evaluate the requirements for the current set of controls associated with lightning in the area. Based upon this re-evaluation, submit an Authorization Basis amendment and/or licensing strategy for appropriate lightning controls by June 30, 2000--earn 5% of fee.
 - d. Re-evaluate the FSAR Tank Bump accident (FSAR Section 3.4.2.11) using historical data, industrial failure modes, plausible accident scenarios, and system responses. Reassess existing controls, in particular temperature controls, based on this accident reevaluation. Submit re-evaluated accident analysis and control strategy including appropriate Authorization Basis amendment request for ORP approval by June 30, 2000--earn 10% of fee.

- e. (1) Develop criteria and identify conditions under which double-valve isolation mechanisms can be used for ensuring that tank farm piping systems are physically disconnected when required by the FSAR controls; and (2) Based on identified criteria and conditions above, submit an Authorization Basis amendment to modify applicable TSRs to allow use of double-valve isolation as an option to the current TSR requirement of "PHYSICALLY CONNECTED" as identified in Section 1.1 of the TSR document. Submit Authorization Basis amendment based on items (1) and (2) above by July 31, 2000 --earn 10% of fee.
- III. Disposition FSAR Safety Evaluation Report (TWRS-RT-SER-003) Attachment 3 Directed Changes by November 30, 1999--earn 1% of fee.
- IV. Disposition FSAR Safety Evaluation Report (TWRS-RT-SER-003) Attachment 4 and 5 Directed Changes by June 30, 2000--earn 1% of fee.
- V. Develop a crosswalk between FSAR programmatic chapter requirements (FSAR Chapters 6 through 17) and RPP environmental, safety, health, and quality programs by September 30, 2000--earn 5% of fee. For each FSAR programmatic requirement, the crosswalk should identify the program documents (e.g., manuals, procedures, and directives) that implement FSAR requirements including inconsistencies.
- VI. Update radiological and toxicological source term documents (i.e., WHC-SD-WM-SARR-037, WHC-SD-WM-SARR-011, and WHC-SD-WM-SARR-016) to reflect plausible best known tank inventory as of 11/30/99. Using these plausible values, recalculate source term unit liter dose and sum of fraction, and reassess consequent source term tank groupings by September 30, 2000--earn 25% of fee.
- VII. Implement a hazard database configuration program that ensures the integrity of electronic management of Authorization Basis data by March 31, 2000--earn 2% of fee.
- VIII. Implement an AB requirements database by September 30, 2000. This database should allow tracking of FSAR and Technical Safety Requirement (TSR) control requirements flow-down to implementing operational and programmatic procedures--earn 3% of fee.
- IX. Re-evaluate the post Tank 241-C-106 sluicing hazards in Tank 241-AY-102 and Tank 241-C-106. Submit re-evaluated accident analyses and control strategy including appropriate Authorization Basis amendment request for ORP approval by August 31, 2000--earn 2% of fee.
- X. Develop a tank structural integrity assessment program strategy and recommendation report. The report will identify candidate program elements including justification for its selection; cost and safety benefit, scheduler and implementation issues, for each item; and contractor recommendation for program implementation. Submit to ORP for consideration by January 31, 2000--earn 1% of fee.

SECTION 4 Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

STANDARD:

- I. (a) and (b) Completion is achieved by submitting a licensing strategy and/or Authorization Basis amendment with adequate justification for modifying the applicable FSAR and TSR sections, and a cost benefit analysis of any proposed changes. Part I(b) includes: (1) A licensing strategy and engineering justification for an appropriate safety classification designation for SSTs and DSTs; (2) An assessment of the viability of using 60% of the lower flammability limit (LFL) as an action level in the TSR Flammable Gas control strategy instead of 25% of the LFL as allowed by National Fire Protection Association; (3) An AB Amendment for Flammable Gas controls for DCRTs and Transfer Systems. (This is the FG USQ closure package for these facilities.); and (4) A licensing strategy and evaluation of the viability of eliminating the limiting condition of operation (LCO) for SST and DST ventilation.
- II.(a) thru (d) Completion is achieved by submitting a licensing strategy and/or Authorization Basis amendment with adequate justification for modifying the applicable FSAR and TSR sections, and a cost benefit analysis of any proposed changes.

- II. (e) Completion is achieved by submitting an Authorization Basis amendment with adequate justification for modifying the applicable FSAR and TSR sections, and a cost benefit analysis of any proposed changes.
- III. Successful completion of item III requires agreement with ORP for disposition of FSAR Safety Evaluation Report (SER) items identified in Attachment 3.
- IV. Successful completion of item IV requires agreement with ORP for disposition of FSAR SER items identified in Attachments 4 and 5.
- V. A database identifying the crosswalk between FSAR requirements (FSAR Chapters 6 through 17) and RPP environmental, safety, health, and quality programs requirements.
- VI. Completion is achieved by submitting revised source term documents (WHC-SD-WM-SARR-037, WHC-SD-WM-SARR-011, and WHC-SD-WM-SARR-016) to reflect updated unit liter doses, sum of fractions, and tank groupings based on tank inventory as of 11/30/99.
- VII. Completion is achieved by submitting a Hazards Database configuration plan that allows electronic maintenance of Authorization Basis hazards data including provisions for tracking and approving changes.
- VIII. Completion is achieved by developing a database that can be used to identify FSAR and TSR control requirements flow-down to implementing operational and programmatic procedures.
- IX. Completion is achieved by submitting licensing strategy, Authorization Basis amendment, cost benefit analysis of proposed changes, and an adequate justification for modifying the applicable FSAR and TSR sections for tanks 241-C-106 and 241-AY-102 based on the post 241-C-106 sluicing conditions.
- X. Completion is achieved by submitting for ORP consideration a tank structural integrity assessment program strategy and recommendation report.

DEFINITIONS: *(define terms)*

- 1. **Disposition** in items III. And IV. includes disposition of SER comments with ORP including cost and draft schedule for completion of activities.

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

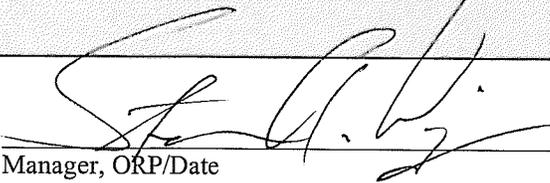
STANDARD:

- I. (a) and (b) a licensing strategy, cost benefit analysis, FSAR (HNF-SD-WM-SAR-067), and TSR (HNF-SD-WM-TSR-006) page changes as required.
- II. For items II (a) thru II (d) a licensing strategy, cost benefit analysis, FSAR (HNF-SD-WM-SAR-067) and TSR (HNF-SD-WM-TSR-006) page changes as required.
For item II (e) Cost benefit analysis, FSAR (HNF-SD-WM-SAR-067), and TSR (HNF-SD-WM-TSR-006) page changes as required, and criteria and conditions for use of double-valve isolation option.
- III. TWRS-RT-SER-003, Attachment 3 Directed Changes, disposition documentation.
- IV. TWRS-RT-SER-003, Attachment 4 and 5 Directed Changes, disposition documentation.
- V. A database identifying the crosswalk between FSAR requirements (FSAR Chapters 6 through 17) and RPP environmental, safety, health, and quality programs requirements.
- VI. Revised source term documents (WHC-SD-WM-SARR-037, WHC-SD-WM-SARR-011, WHC-SD-WM-SARR-016).
- VII. Hazards analysis Configuration Management Program Plan (Implementation will be verified by ORP).
- VIII. Database management system for tracking facility compliance (ORP will validate implementation).

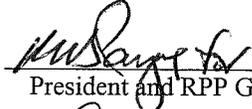
- IX A licensing strategy, cost benefit analysis, FSAR (HNF-SD-WM-SAR-067), and TSR (HNF-SD-WM-TSR-006) page changes as required.
- X. A tank structural integrity assessment program strategy report.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

SECTION 5
Signatures



Manager, ORP/Date 11/19/99



President and RPP General Manager, LMHC/Date 11/19/99



ORP Contracting Officer/Date 11/19/99



LMHC Contract Representative/Date 11/19/99

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: SY-101 Safety Mitigation

Project Baseline Summary (PBS): TW02

Maximum Available Incentive Fee: \$2,500,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts***ORP Point of Contact: Dana Bryson**Contractor Point of Contact: Dale Allen***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (35%)

- A. Following the first waste transfer, complete back-dilution of SY-101 waste with addition of 60,000 gallons of water, by December 15, 1999. This is based upon ORP's responding to the readiness-to-proceed letter within 7 days of receipt. (15%)
- B. Perform additional waste transfers and subsequent back dilutions to bring total dilutions of Tank SY-101 to 300,000 gallons, by April 28, 2000. (20%)

STRETCH (65%)

- A. Submit to ORP a plan and initiate action on that plan by May 31, 2000, to evaluate tank performance without operation of the mixer pump. This would be done in order to test and validate that conditions for buoyancy displaced gas release events have been alleviated so that the mixer pump is no longer necessary. (40%)
- B. Submit a recommendation to ORP by September 30, 2000 to adjust the authorization basis to remove the mixer pump requirement. (25%)

NEGATIVE (25%)

Fail to perform additional waste transfers and subsequent back dilutions to bring total dilutions of Tank SY-101 to 300,000 gallons, by July 14, 2000.

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

Standard A and B: Submit to ORP, before and after surface level in tank SY-101 and liquid level in SY-102, SY-101 crust data and SY-101 gas release data.

Stretch A: Initiate test for temporary shut down of the mixer pump.

Stretch B: Submit to ORP recommendations for amendment to AB to remove mixer pump requirement.

DEFINITIONS: *(define terms)*

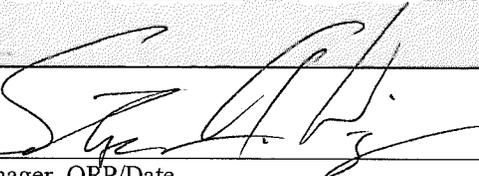
COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

Liquid level reports, crust profile from neutron probe, gas release data
Letters with recommendations and test plans

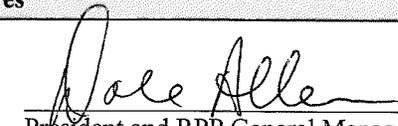
ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

The AB Amendment schedule assumes a maximum observation period of two months without pump operation to obtain sufficient data to delete the requirement for mixer pump operations. If greater than two months is required, stretch item B will be renegotiated.

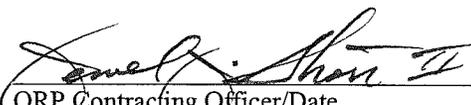
SECTION 5
Signatures

 11/19/99

Manager, ORP/Date

 11/19/99

President and RPP General Manager, LMHC/Date

 11/19/99

ORP Contracting Officer/Date

 11/19/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Interim Tank Stabilization

Project Baseline Summary (PBS): TW03

Maximum Available Incentive Fee: \$2,500,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: Dana Bryson

Contractor Point of Contact: Dale Allen

**SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (40%)

Positive Performance

1. Initiate pumping on tanks U-102, U-103, U-105, and U-109 by 3/31/00 -- earn 10% of fee
2. Initiate pumping on tanks A-101, SX-105 and AX-101 by 8/10/00 -- earn 15% of fee
3. Achieve reduction in pumpable liquid volume remaining to be removed to 38% of the projected 502,000 gallons complexant liquid waste by August 30, 2000 -- earn 15% of fee

STRETCH (60%)

1. Maintain an average annual pump efficiency of 40% or greater and:

	<u>Pump Efficiency</u>	<u>Fee Earned</u>
▪ FY Qtr 1	40%	10%
▪ FY Qtr 2	45%	10%
▪ FY Qtr 3	50%	10%
▪ FY Qtr 4	55%	10%

2. Complete interim stabilization of four (4) single-shell tanks. Any claim of interim stabilization due to equipment failure must be supported by a cost benefit analysis and accepted by DOE-ORP. (10% of fee)
3. Perform additional tank start-up by September 30, 2000:
 - One (1) single-shell tank (5% of fee)
 - One (1) single-shell tank (5% of fee) Note: This is a separate tank; credit cannot be taken more than once for each tank.
 - Up to an additional 5% of fee may be earned, not to exceed 60% for this stretch, if both tanks are started on time and the 55% fourth quarter efficiency is met.

NEGATIVE (not to exceed 40%)

1. Initiate pumping on tank U-102, U-103, U-105, or U-109 after 6/15/00 – lose 40% of fee
2. Initiate pumping on either tank A-101 or AX-101 after 10/30/00 – lose 40% of fee
3. Achieve reduction in pumpable liquid volume remaining to be removed to 38% of the projected 502,000 gallons of complexant liquid waste after 9/30/00 – lose 40% of fee

FY 2000 PERFORMANCE INCENTIVE**SECTION 4
Performance Requirements**

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

Item 1: The Contractor shall initiate interim stabilization pumping of four (4) single-shell tanks by March 31, 2000. Initiation of interim stabilization for each tank will be accomplished when actual pump operation has commenced and the pump operates at least 60% of the time over a 72-hour consecutive period, transferring a total of not less than 500 gallons of pumpable liquid tank waste.

Submit an Initiate Pumping Report to the ORP Director for Operations within 30 days of completing the above requirement. This report shall include contractor validation packages for completed work.

Item 2: The Contractor shall initiate interim stabilization pumping of four (3) single-shell tanks by August 10, 2000. Initiation of interim stabilization for each tank will be accomplished when actual pump operation has commenced and the pump operates at least 60% of the time over a 72-hour consecutive period, transferring a total of not less than 500 gallons of pumpable liquid tank waste.

Submit an Initial Pumping Report to the ORP Director for Operations within 30 days of completing the above requirement. This report shall include contractor validation packages for completed work.

Item 3: The Contractor shall reduce single-shell tank pumpable liquid volume remaining to be removed to 38% of the projected 900,000 gallons complexant liquid waste (since program initiation on 6-1-98) by August 30, 2000.

Submit a Liquid Waste Removal Report to the ORP Director for Operations Program Division within 30 days of completing the above requirement. This report shall include contractor validation packages for completed work.

Stretch: For tanks being interim stabilized the Contractor shall improve the quarterly average operating efficiency. Improvement will be measured on the sliding scale presented in Section 3. Additional tank startups shall conform to item 1 above.

Submit a Year-end Annual Operating Efficiency Report to the ORP Director of Operations no later than October 30, 2000. This report shall include contractor validation packages for pumping performance for tanks being interim stabilized.

DEFINITIONS: *(define terms)*

Annual Average Pump Efficiency = Total Hours Pumping / Hours Scheduled

(example: 8760 hours scheduled = 365 days * 24 hrs/day)

Numerator = total hours the pump physically operates during the period.

Denominator = total hours the pump is scheduled to operate, as defined in the Interim Stabilization Project Plan Rev. 3a, during the period.

If a pump start is achieved ahead of schedule for a given tank, the additional hours of operation will be reflected in the numerator however, the hours of availability will not to be factored into the denominator.

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

Liquid Waste Removal Report

Initiate Pumping Report

Year-end Annual Operating Efficiency Report

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

If ORP takes a tank off line, the denominator/hours scheduled will be reduced for each hour or partial hour a tank is not available.

1. The pump efficiency definition applies to each tank being interim stabilized. If a tank is off line for the purpose of evaluating if the interim stabilization criteria have been met, the denominator/hours scheduled will be reduced for each hour or partial hour the tank is not available.
2. DOE approves saltwell pumping authorization basis changes (within 30 days of submittal) to delete portable exhausters, allow double valve isolation for physical disconnect, and to reduce continuous flammable gas monitor requirements.

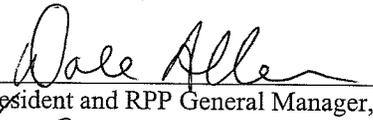
FY 2000 PERFORMANCE INCENTIVE

3. Volume projections are based on "pump starts", pumping efficiency, and historical data on "pumpable volumes" and "liquid drain rates". The assumptions for actual pumpable volumes and drain rates are basis for adjustment and renegotiation of this PA.

SECTION 5
Signatures

 11/18/99

Manager, ORP/Date

 11/18/99

President and RPP General Manager, LMHC/Date

 11/18/99

ORP Contracting Officer/Date

 11/18/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE

**SECTION 1
General Information**

Descriptive Short Title: Supernatant Removal
Project Baseline Summary (PBS): TW03
Maximum Available Incentive Fee: \$300,000
Type: X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: Ami Sidpara
Contractor Point of Contact: Dale Allen

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance [(BCWP-ACWP)/BCWP] less than -5.0 percent, or incur any unfavorable schedule variance [(BCWP-BCWS)/BCWS] less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STRETCH (100%)

1. Remove 400,000 gallons of pumpable liquid from Tank A-101 by September 30, 2000--earn 50% of fee.
2. Remove 200,000 gallons of pumpable liquid from Tank AX-101 by September 30, 2000--earn 50% of fee.

**SECTION 4
Performance Requirements**

DEFINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

Submit a Supernatant Removal Report to the ORP Director for Operations within 30 days of completing the above requirement. This report shall include contractor validation packages for completed work.

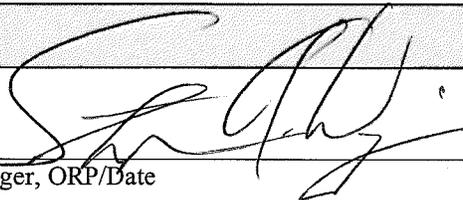
DEFINITIONS: (define terms)

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

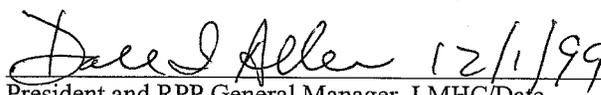
Supernatant Removal Report

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: n/a

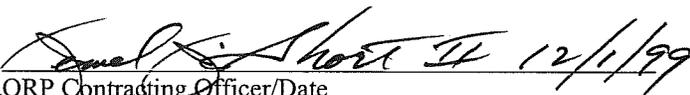
**SECTION 5
Signatures**

 12/1/99

Manager, ORP/Date

 12/1/99

President and RPP General Manager, LMHC/Date

 12/1/99

ORP Contracting Officer/Date

 12/1/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: W-314 "A" Complex
 Project Baseline Summary (PBS): TW03
 Maximum Available Incentive Fee: \$1,250,000
 Type: X Standard X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: Dana Bryson
Contractor Point of Contact: Kitty Bryan

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (30%)

1. Complete Master Pump Shutdown System definitive design by September 30, 2000 - earn 5% of fee
2. Successfully complete ATP for AY-01A Pit Upgrades by July 30, 2000 - earn 10% of fee
3. Complete backfill of piping for Line 635 by September 30, 2000 (baseline schedule) – earn 15% of fee

STRETCH (70%)

1. Successfully complete ATP for Pit AY-01A by May 30, 2000 - earn 20% of fee
2. Complete backfill of piping for Line 635 by July 18, 2000 – earn 20% of fee
3. Complete Line 633 –Successfully complete ATP for Line 633's 3" and 6" piping by September 30, 2000 – earn 30% of fee

SECTION 4
Performance Requirements

DEFINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

DEFINITIONS: (define terms)

The date of completion is the most recent date on the document.

ATP is Acceptance Test Procedure

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

Standard

1. Final Sign off sheet for Title II Design.
2. Job Control System sign off page indicating work is complete for work-related packages
3. Job Control System sign off page indicating work is complete for work-related packages

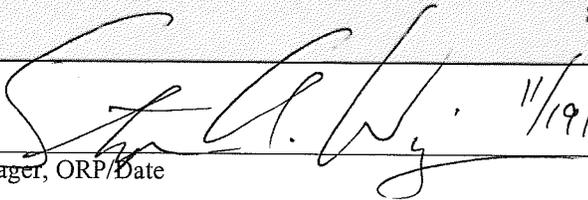
Stretch

1. Job Control System sign off page indicating work is complete for work-related packages
2. Job Control System sign off page indicating work is complete for work-related packages
3. Job Control System sign off page indicating work is complete for work-related packages

All work above scope to be in accordance with the "Project Execution Plan, Tank Farm Restoration and Safe Operations, Project W-314 (HNF-SD-W314-PMP-001)." Also, pipe routings per Drawing No. ES-314E-M40, rev B.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

SECTION 5
Signatures

 11/19/99
Manager, ORP/Date

 11/19/99
President and RPP General Manager, LMHC/Date

 11/19/99
ORP Contracting Officer/Date

 11/19/99
LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Implementation of Field Optimizations

Project Baseline Summary (PBS): TW02, TW03

Maximum Available Incentive Fee: \$400,000

Type: X Standard

**SECTION 2
Technical Contacts**

ORP Point of Contact: Mike Royack

Contractor Point of Contact: Dale Allen

**SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

1. Achieve removal or isolation of up to 21 Standard Hydrogen Monitoring Systems (SHMS), as approved by ORP, by September 30, 2000. The contractor will submit a recommendation to ORP by December 20, 1999 regarding the disposition of SHMS with respect to removal, isolation and continued use – earn 50% of fee.
2. Implement an alternative control strategy for LCO 3.1.4 by completing installation and functional testing of HEPA filter differential pressure switch/exhauster interlock systems for seven (7) of the exhaust systems associated with the Process Area Applicability of LCO 3.1.4 of HNF-SD-WM-TSR-006, Rev. 1 by September 30, 2000. The contractor will submit an engineering study to ORP by January 31, 2000 documenting the adequacy and benefits of implementing an alternative to the ventilation stack CAMs currently used in conjunction with LCO 3.1.4. The contractor will submit an Authorization Basis amendment package to support the changed control strategy by April 17, 2000 – earn 50% of fee.

NEGATIVE (25%)

1. Failure to reroute the power circuit from 202S (REDOX) to 244-S and 241-SX lighting by June 1, 2000.

**SECTION 4
Performance Requirements****DEFINE COMPLETION:** (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

1. Completion of the removal or isolation of up to 21 SHMS, as allowed by ORP, will be documented in a letter to ORP by no later than September 30, 2000. The letter will summarize the field implementation dates for the subject SHMS. ORP verification will include field inspections for the subject SHMS.
2. Completion of the alternative control strategy for LCO 3.1.4 consists of: (a) Submission of an engineering study documenting the adequacy and benefits of utilizing a HEPA filter differential pressure switch/exhauster interlock to perform the safety function currently performed by the LCO 3.1.4 ventilation stack CAM interlock system by January 31, 2000; (b) Submission of an Authorization Basis amendment package to allow the use of the HEPA filter differential pressure switch/exhauster interlock as an equivalent control to the ventilation stack CAM interlock by April 17, 2000; (c) Completion of installation, functional testing and AB implementation actions associated with HEPA filter differential pressure switch/exhauster inter-lock for seven (7) primary exhaust systems currently subject to LCO 3.1.4.

NEGATIVE:

1. Completion of the 244-S power reroute is defined as: (a) completion of electrical change over, (b) testing of the new system, (c) disabling of the old system and placement of the old system into a safe condition, and (d) notification of the S-202 landlord of

FY 2000 PERFORMANCE INCENTIVE

the deactivation.

DEFINITIONS: *(define terms)*

1. A SHMS is a Standard Hydrogen Monitoring System that is currently installed at a Single-Shell or Double-Shell Tank in either the 200 East or 200 West Tank Farms.
2. A ventilation stack CAM/exhauster interlock system refers to any of seventeen (17) systems as of November 18, 1999 that are associated with the Process Area Applicability for LCO 3.1.4. These systems are installed on DSTs, SSTs, DCRTs, 204-AR, and portable exhausters used for primary ventilation.
3. Isolation of SHMS for future use includes weatherization and maintenance of the unit in an operable condition.

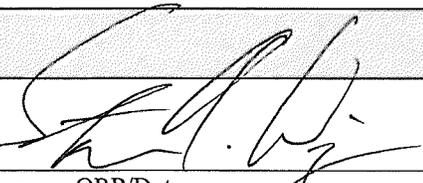
COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

1. A letter issued to ORP by no later than September 30, 2000 documenting the removal or isolation of SHMS, as allowed by ORP.
2. Engineering study submitted to ORP by January 31, 2000 documenting the adequacy and benefits of the HEPA filter differential pressure switch interlock. Authorization Basis amendment package submitted to ORP by April 17, 2000 supporting the changed control strategy. A letter issued to ORP documenting completion of field installation, functional testing and AB implementation actions for seven (7) HEPA filter differential pressure interlock systems.
3. A letter from the contractor to ORP documenting completion of the fieldwork for the 244-S power reroute.

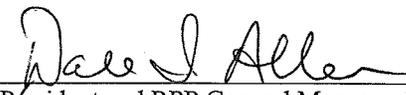
ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

1. Concurrence with Contractor recommendations for removal or isolation of SHMS must be provided by ORP to the Contractor no later than January 6, 2000.
2. Concurrence with Contractor recommendations contained in the engineering study on HEPA filter differential pressure switch interlock must be provided by ORP to the Contractor no later than February 15, 2000. Approval of the Authorization Basis amendment must be provided by ORP no later than June 16, 2000. The number of SHMS units involved in the fieldwork will depend upon ORP concurrence and will not exceed 21 units.
3. Fieldwork associated with the 244-S power reroute is covered by existing Davis-Bacon reviews; thus fieldwork will be accomplished by plant forces and utility personnel.

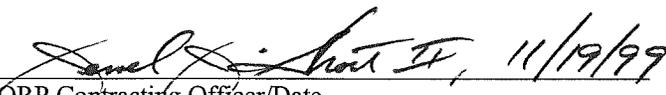
**SECTION 5
Signatures**

 11/19/99

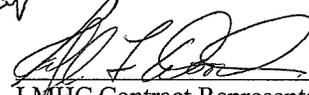
 Manager, ORP/Date

 11/19/99

 President and RPP General Manager, LMHC/Date

 11/19/99

 ORP Contracting Officer/Date

 11/19/99

 LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Vault Stabilization
 Project Baseline Summary (PBS): TW03
 Maximum Available Incentive Fee: \$250,000
 Type: X Standard X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: Dana Bryson
Contractor Point of Contact: Dale Allen

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (70%)

Provide a project plan (by March 30, 2000) for stabilizing 244-AR Vault.

STRETCH (30%)

Provide a project plan for stabilizing 244-CR Vault by April 28, 2000. The standard expectation must be met to earn this fee.

NEGATIVE (70%)

Fail to provide a project plan (by April 28, 2000) for stabilizing 244-AR Vault.

SECTION 4
Performance Requirements

DEFINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

The project plan shall:

- (1) Address the seven items listed in the letter from A. Valero, WDOE, to G. H. Sanders, RL, "Re: 244-AR Vault System Change Control Request to Delete Tri-Party Agreement (TPA) Milestones M-32-06 and M-32-06-T01", dated August 19, 1999.
- (2) Describe the scope of work necessary to stabilize the vault(s) until the facility(s) may be turned over for final disposition and closure.
- (3) Provide a cost estimate for performing the scope of work.
- (4) Provide a schedule for completing the work.

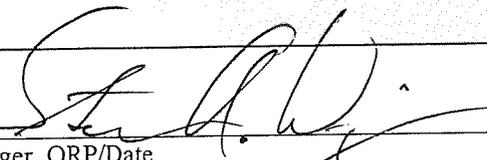
DEFINITIONS: (define terms)

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

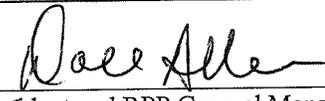
The Project Plan

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

SECTION 5
Signatures

 11/18/99

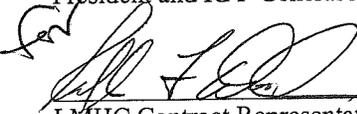
 Manager, ORP/Date

 11/18/99

 President and RPP General Manager, LMHC/Date

 11/18/99

 ORP Contracting Officer/Date

 11/14/99

 LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Drawing and Labeling
Project Baseline Summary (PBS): TW03
Maximum Available Incentive Fee: \$250,000
Type: X Standard

**SECTION 2
Technical Contacts**

ORP Point of Contact: Dana Bryson
Contractor Point of Contact: Dale Allen

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

Complete the following by September 30, 2000:

1. Develop and release H-14 System drawings for AY, B, BY and C Tank Farms.
2. Label equipment in AZ Tank Farm.
3. Maintain compliance of Work Complete Engineering Change Notices (ECNs) against tank farm essential drawings as defined in the Tank Farm Essential Drawing Plan (HNF-SD-WM-PC-002).
4. Repair Essential Alarms for [6] locations and deactivate Non-Essential Alarms for [5] locations.
5. Complete the Software Design for transfer of Computer Automated Surveillance System (CASS) Alarms to Tank Monitoring and Control System (TMACS).

SECTION 4
Performance Requirements

DEFINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

1. Provide a list of H-14 System drawings released for AY, B, BY and C Tank Farms from the Hanford Document Control System (HDCS). This list will provide the drawing number and release date.
2. Provide a list of H-14 System drawings released for AZ Tank Farm with the new equipment identification numbers from the HDCS.
3. Provide a report from the HDCS that demonstrates that Work Complete ECNs against tank farm essential drawings have been incorporated within the 30 calendar days of the "Work Complete Receipt Date".
4. Demonstrate the repair of essential alarms for [6] locations and deactivation of non-essential alarms for [5] locations as identified in the baseline schedule and Master Alarm Status sheets for each location. Which will provide work packages numbers and release information.
5. Provide the completed software design for transfer of CASS Alarms to TMACS.

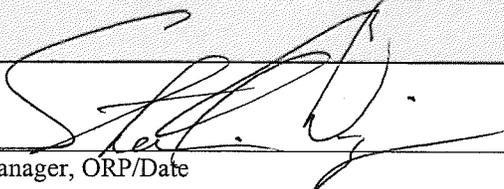
DEFINITIONS: (define terms)

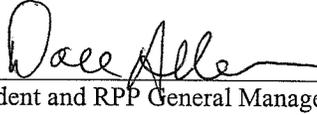
COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

- 1 & 2 Drawing listings
3. HDCS Report
4. Field verifications
5. Software Design

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

SECTION 5
Signatures

 11/18/99
 Manager, ORP/Date

 11/18/99
 President and RPP General Manager, LMHC/Date

 11/18/99
 ORP Contracting Officer/Date

 11/18/99
 LMHC Contract Representative/Date

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

Work will be considered complete when devices are installed, connected to TMACS, and tested for successful readings.

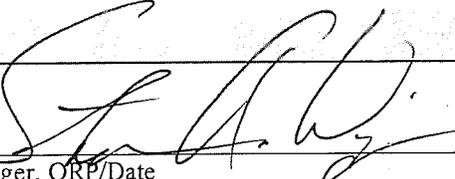
DEFINITIONS: *(define terms)*

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

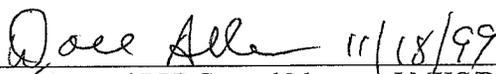
Letter(s) of completion.
ORP field walk downs and correspondence.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

SECTION 5
Signatures



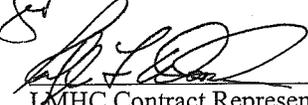
Manager, ORP/Date 11/18/99



President and RPP General Manager, LMHC/Date 11/18/99



ORP Contracting Officer/Date 11/18/99



LMHC Contract Representative/Date 11/18/99

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: ENRAF Installations

Project Baseline Summary (PBS): TW03

Maximum Available Incentive Fee: \$150,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts***ORP Point of Contact: Dana Bryson**Contractor Point of Contact: Dale Allen***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (85%)

1. Install 5 additional ENRAFs in SY tank farm as annulus leak detectors by December 15, 1999.
2. Install 3 ENRAF liquid level detectors in AN tank farm and 10 ENRAF liquid level detectors in B tank farm for a total of 13 new ENRAF installations by September 30, 2000.

All installations include associated connections to the Tank Monitoring and Control System (TMACS).

STRETCH (15%)

1. Install one additional ENRAF as needed elsewhere in the tank farms, by September 30, 2000. (5%)
2. Install a second additional ENRAF as needed in the tank farms, by September 30, 2000. (10%)

All installations include associated connections to the Tank Monitoring and Control System (TMACS).

NEGATIVE (85%)

1. Fail to install 5 additional ENRAFs in SY tank farm as annulus leak detectors by December 31, 1999.

All installations include associated connections to the Tank Monitoring and Control System (TMACS).

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Integrated Construction Projects/Operations Plan for RPP Project Schedule Phase I
 Project Baseline Summary (PBS): TW01, TW02, TW03, TW04, TW06, TW08
 Maximum Available Incentive Fee: \$300,000
 Type: X Multi-Year

**SECTION 2
Technical Contacts**

ORP Point of Contact: Dana Bryson
 Contractor Point of Contact: D. I. Allen

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance [(BCWP-ACWP)/BCWP] less than -5.0 percent, or incur any unfavorable schedule variance [(BCWP-BCWS)/BCWS] less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

70% fee--

- A. By March 1, 2000, submit a five-year integrated plan to support Readiness-to-Proceed.

30% fee—

- B. By September 1, 2000, submit a five-year Integrated Construction Projects/Operations Plan. This Plan will be updated starting in FY 2001 at least semi-annually to support the six-month look-ahead integrated plan.

NEGATIVE (70%)

- A. Delivery of Item A after April 1, 2000, will result in a 70% negative fee.

**SECTION 4
Performance Requirements**

DEFINE COMPLETION: (*Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.*)

ITEM A: The five-year Integrated plan to support Readiness-to-Proceed will include the following elements:

1. A one-year task level integrated construction plan.
2. An activity level construction plan by Tank for years two through five.
3. A 90-day task level plan for Tank Farm Operations, Saltwell Pumping, Characterization, and Major Milestones, (excluding preventative maintenance).
4. An activity level plan by Tank for Tank Farm Operations, Saltwell Pumping, Characterization, and Major Milestones (excluding preventative maintenance), from 90 days through 5 years.
5. Logic ties for the above.
6. Identification of potential operational interfaces with construction projects and proposed resolution plan.
7. Estimated resources by trade/craft and professional support.

FY 2000 PERFORMANCE INCENTIVE

ITEM B: The five-year Integrated Construction Projects/Operations Plan will include the following elements:

1. A one-year task level integrated construction plan.
2. An activity level project construction plan by Tank for years two through five.
3. A one-year task level plan for Tank Farm Operations, Saltwell Pumping, Characterization, and Major Milestones (excluding preventative maintenance).
4. An activity level plan by Tank for Tank Farm Operations, Saltwell Pumping, Characterization, and Major Milestones (excluding preventative maintenance), for years two through five.
5. Logic ties for the above.
6. Identification of potential operational interfaces with construction projects and proposed resolution plan.
7. Estimated resources by trade/craft and professional support.

DEFINITIONS: *(define terms)*

The Integrated Construction Project/Operations Plan will be based on fieldwork activities associated with the approved ORP/LMHC MYWP.

Task Level for Projects is defined as pit work, tank pump installation, or the 6th level of the WBS.

Activity level for Projects is defined as Design, Procurement, Construction, Start-up by Tank, or the 5th level of the WBS.

Task Level for Operations is defined as Saltwell pumping, Characterization, Major Milestones, or the 6th level of the WBS.

Activity level for Operations is defined as one level higher than the task level, or at the 5th level of the WBS.

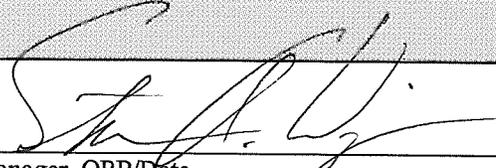
COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

Submission of the plans described above.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

Changes to the feed delivery schedule sequence defined in the FY 2000 Work Authorization as of October 1, 1999, will be evaluated for impact to the schedule for this performance incentive. Similarly, changes to Interface Control Documents (ICDs), will be evaluated for impact to the schedule for this performance incentive.

SECTION 5
Signatures

 11/18/99

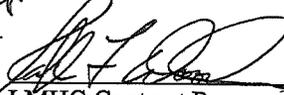
 Manager, ORP/Date

 11/19/99

 President and RPP General Manager, LMHC/Date

 11/19/99

 ORP Contracting Officer/Date

 11/19/99

 LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Waste Volume Management
Project Baseline Summary (PBS): TW03
Maximum Available Incentive Fee: \$250,000
Type: X Standard X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: Dana Bryson
Contractor Point of Contact: Dale Allen

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

1. Submit annual Operational Waste Volume Projection by August 30, 2000. (30%)
2. Evaporate dilute liquid tank waste for a volume reduction of greater than 600,000 gallons by May 30, 2000. (30% total)
3. Stage a double-shell tank for evaporator campaign following reduction (2. above); complete by August 30, 2000. (40% total)

NEGATIVE (30%)

1. Fail to submit annual Operational Waste Volume Projection by September 30, 2000.

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

1. Submit to ORP revision 26 of the OWVP, in the same format and with similar information as rev.25. The data within the document must be consistent with the Hanford Tank Waste Operation Simulator database.
2. Submit to ORP a letter with appropriate documentation indicating volume of waste reduced.

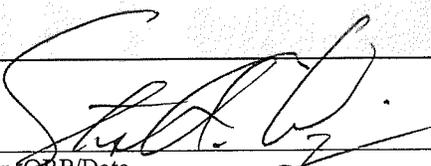
DEFINITIONS: *(define terms)*

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

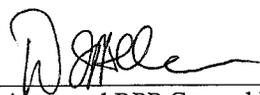
1. Letter report.
2. Monthly waste inventory reports.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

SECTION 5
Signatures



 Manager, ORP/Date 11/18/99



 President and RPP General Manager, LMHC/Date 11/18/99



 ORP Contracting Officer/Date 11/18/99



 LMHC Contract Representative/Date 11/18/99

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Vadose Zone
Project Baseline Summary (PBS): TW04
Maximum Available Incentive Fee: \$500,000
Type: X Standard

**SECTION 2
Technical Contacts**

ORP Point of Contact: Jim Poppiti
Contractor Point of Contact: Harry Boston

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

1. Perform shallow contamination characterization field work in WMA S-SX by September 30, 2000 earn 15% of fee
2. Demonstrate the construction of a slant borehole of at least 15 degrees from vertical, including evaluation of vibrational effects from drilling and feasible sampling techniques by August 31, 2000 earn 20%
3. Complete second characterization borehole sampling in WMA S-SX by September 30, 2000 earn 50% of fee
4. Complete decommissioning of 4 wells unfit for characterization use by September 30, 2000 earn 15% of fee

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

1. Perform shallow contamination characterization at the two sites identified in the approved site-specific SST WMA Phase 1 RFI/CMS Work Plan Addenda for WMA S-SX (Work Plan) using cone penetrometer equipment and augur, as appropriate, to conditions. Characterization for shallow contamination shall be conducted at 3 locations for sample collection or instrument measurement, as required by the Work Plan. Characterization, as a minimum, shall include measurement of gamma-ray intensity and physical collection at 3 locations of soil samples for analyses.
2. Construct a second characterization borehole in the WMA S-SX and take samples and measurements for chemical and radiological analysis according to the approved site-specific SST WMA Phase 1 RFI/CMS Work Plan Addenda for WMA S-SX (Work Plan). If the slant borehole is not approved as the preferred location and/or sampling configuration, another borehole location and/or configuration which is identified in the Work Plan as the preferred configuration and location may be substituted with DOE's concurrence. Sample collection must be in accordance with the Work Plan. Sample collection will be attempted at the planned sample locations and sample collection performance will be evaluated by DOE based on the subsurface conditions encountered in drilling and based on the results of sampling techniques validated during the construction of the demonstration slant borehole. Performance is expected to be equal or better than encountered in the test borehole. Elements included in the performance of this task shall include obtaining permits and changes to the Authorization Basis necessary to commence planned field operations. If under-tank samples and measurements can be obtained from access to borehole arrays under the tanks provided by the caissons in SX Tank Farm and these samples and measurements satisfy the requirements addressed by a slant borehole in the Work Plan, then this alternate means of data collection may be accepted in lieu of a slant borehole with DOE's concurrence. The borehole shall be complete when it has been drilled to the depth identified in the Work Plan and planned sample collection is completed.
3. Construct a borehole in an uncontaminated area that demonstrates the capability to drill at an angle slanted from vertical. The technology used to drill the borehole shall be applicable to use inside of a Tank Farm to take samples and perform vadose zone characterization of contaminated soils. The angle (from vertical) of the borehole shall be a minimum of 15 degrees, with the borehole having a deviation of not greater than 2 feet over a 50-foot length.
4. Decommission, by grouting in place, four wells within Single Shell Tank Farm Waste Management Areas (SST WMAs) that have been identified as unfit for use in vadose zone and groundwater characterization and present a significant level of risk to groundwater. The decommissioning of the borehole drilled in FY 1999 at SX-115 is a separate activity and shall not be included to meet the requirements of this activity. Wells shall be decommissioned in compliance with Washington Administrative Code (WAC) 173-160, *Minimum Standards for Construction and Maintenance of Wells*. This activity will be met when the four applicable wells have been decommissioned and are compliant with WAC 173-160.

DEFINITIONS: *(define terms)*

Unfit: unable to produce data of value to Vadose Zone Characterization, Groundwater Characterization or Tank Farm Operations.

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

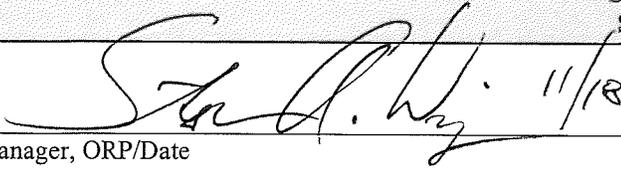
Letter report, Second Characterization Borehole in WMA S-SX
Letter report, Decommissioning of Four Boreholes Unfit for Characterization

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

1. Regulatory approval of work planned will result in minimal changes to Work Plan.
2. ORP and the Contractor recognize factors outside the direct control of the Contractor may prevent completing borehole drilling as specified above. If the Contractor finds drilling conditions outside of what is reasonably expected, the Contractor may notify ORP in writing and this PA may be renegotiated.

3. Regulator approval of well decommissioning plans within 30 days of submittal. Relief will be day-for-day slip. If well decommissioning plans are not submitted to Ecology by June 30, 2000, this assumption does not apply.

SECTION 5
Signatures

 11/18/99

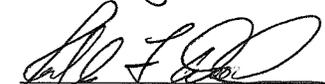
Manager, ORP/Date

 11/18/99

President and RPP General Manager, LMHC/Date

 11/18/99

ORP Contracting Officer/Date

 11/18/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: AZ-101 Process test
 Project Baseline Summary (PBS): TW04
 Maximum Available Incentive Fee: \$750,000
 Type: X Standard X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: J. Poppiti
Contractor Point of Contact: H. Boston

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS/BCWS)]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (10%)

1. Complete AZ-101 Process Test (110.070A) by 09/30/00 -- earn 10% of fee

STRETCH (90%)

1. Complete AZ-101 Process Test by 08/30/00 -- earn 20% of fee
2. Complete AZ101 Process Test by 07/28/00 -- earn 30% of fee
3. Complete AZ-101 Process Test by 06/30/00 -- earn 50% of fee
4. Complete AZ-101 Process Test by 05/30/00 -- earn 70% of fee
5. Complete AZ-101 Process Test by 04/28/00 -- earn 100% of fee

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

AZ-101 Process Test is complete in accordance with WHC-SD-WM-PTP-027 and Mixer Pump Test Procedure TF-OTP-210-001. Formal transmittal of: a) the completed Operations Test Procedure and b) Test data to ORP, no later than the date specified in Section 3.

DEFINITIONS: *(define terms)*

"Unreasonable Weather Delay" are weather delays in excess of the routine winter delays, and are part of a site work stoppage.

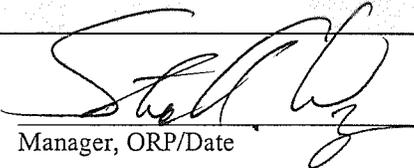
COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

Formally issued completed Operations Test Procedure, and Test data

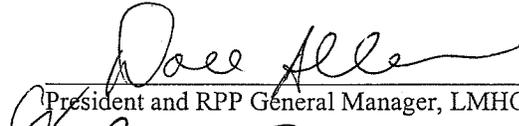
ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

1. A day-for-day slip will be accommodated for unreasonable weather delays if written notification of the delay is provided within 5 working days of incurring the delay.
2. If there is a stop work order unrelated to the AY/AZ construction and operations activities, that prohibits operation of the mixer pumps, day-for-day slip will be accommodated if written notification is provided within 5 working days of incurring the delay.
3. No major equipment failure [i.e., mixer pumps, airlift circulators, suspended solids profiler (SSP) and URSILLA] requiring long lead repair.

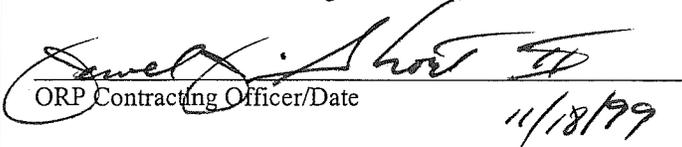
SECTION 5
Signatures

 11/19/99

Manager, ORP/Date

 11/18/99

President and RPP General Manager, LMHC/Date

 11/18/99

ORP Contracting Officer/Date

 11/18/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Project W-519 Privatization Phase I Infrastructure Support
 Project Baseline Summary (PBS): TW08
 Maximum Available Incentive Fee: \$500,000
 Type: X Standard X Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: William J. Taylor
Contractor Point of Contact: C. B. Bryan

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

The contractor shall accomplish the following in accordance with contract no. 100631-0-K00001-RP:

STANDARD (35%)

- 1) Complete removal of Grout Spoil Pile and site preparations (clearing and grubbing) for construction of BNFL permanent facilities by March 31, 2000. (10%)
- 2) Provide the following by May 1, 2000 (25%)

RAW WATER

- Complete construction of a system capable of delivering up to 760 liters per minute of process water to BNFL Inc. at a minimum operating pressure of 50 psig and a nominal operating pressure of 95 psig to deliver raw water for operations.
- Complete construction of a system capable of delivering up to 9,450 Lpm of fire water.
- Complete construction of a system capable of delivering raw water for BNFL Inc. construction activities

POTABLE WATER

- Complete construction of a system capable of delivering up to 200 Lpm of potable water at a maximum static pressure of 150 psig and a minimum dynamic pressure of 70 psig to BNFL Inc.

STRETCH (65%)

- Complete paving of Route 4 Canton Avenue intersection by July 21, 2000, and
- Complete paving of Canton Avenue/private contractor loop road by September 15, 2000.

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

Land: By March 31, 2000, the Spoil pile will need to be removed from the privatization site (of which 70,000 cubic yards of the spoil pile will need to be provide to project W-314) and all clearing and grubbing must be completed in accordance with contract no. 100631-0-K00001-RP.

Raw and Potable Water: By May 1, 2000, the extension of the raw and potable water systems must meet the requirements of item 2 of section 3 of this document. In addition, all work associated with this system must be completed in accordance with contract no. 100631-0-K00001-RP.

Roads: Complete paving of Route 4 Canton Avenue intersection by July 21, 2000, and complete paving of Canton Avenue/private contractor loop road by September 15, 2000. The installation must be completed in accordance with contract no. 100631-0-K00001-RP.

DEFINITIONS: *(define terms)*

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

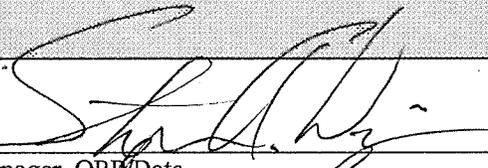
Land: A complete and approved FDNW work acceptance form (G-NW-269) must be formally submitted to the ORP.

Potable and Raw Water: A completed and approved construction completion document per HNF-PRO-2000 must be formally submitted to the ORP.

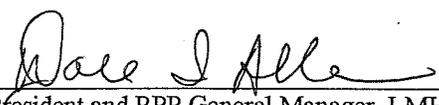
Roads: A completed and approved construction completion document per HNF-PRO-2000 must be formally submitted to the ORP.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

SECTION 5
Signatures



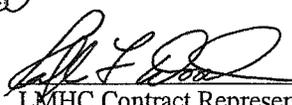
Manager, ORP/Date 11/18/99



President and RPP General Manager, LMHC/Date 11/18/99



ORP Contracting Officer/Date 11/18/99



LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Immobilized Product Storage/Disposal

Project Baseline Summary (PBS): TW09 Immobilized Tank Waste Storage and Disposal

Maximum Available Incentive Fee: \$250,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts***ORP Point of Contact: P. E. LaMont**Contractor Point of Contact: R. W. Root***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

Plan, manage, and execute multi-year activities necessary to meet assigned immobilized tank waste storage and disposal functions in an efficient and technically sound manner and in accordance with Office of River Protection (ORP) requirements, including the following specific expectations for FY 2000:

STANDARD (87%)

1. By April 30, 2000, issue a White Paper providing a best estimate of the immobilized low-activity waste (ILAW) performance in the disposal system. 25% Fee.
2. By September 1, 2000, complete Advanced Conceptual Design (ACD) studies for Project W-464. 25% Fee.
3. By September 30, 2000, submit proposed strategies and plans for disposal of HLW and LAW melter and IHLW and ILAW sample transportation and disposition. 25% Fee.
4. By September 30, 2000, submit draft revised IHLW and ILAW program plans. 12% Fee.

STRETCH (13%)

5. By September 30, 2000, issue final revised IHLW and ILAW program plans. 13% Stretch Fee in addition to Standard fee of 12%.

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

Expectation 1:

By April 30, 2000, a White Paper presenting the best estimate of the long-term impacts of the disposal of ILAW packages on the Hanford Site will be submitted to the Department of Energy - Office of River Protection (DOE-ORP). The White Paper shall describe the numerical models used and the individual calculations in order to provide an indication of the reliability of the analysis. This shall be based on the data and information scheduled to be available by December 31, 1999 as defined in the FY2000 Multi-Year Work Plan (MYWP). The best-estimate values shall be compared against the published performance objectives (HNF-EP-0826 Rev. 3). The contractor shall provide the draft White Paper to DOE-ORP for a 15-working day review period after which comments shall be dispositioned in accordance with the Review Comment Record (RCR) process. Successful completion means DOE-ORP agrees with the contractor-proposed comment dispositions and accepts the report as technically adequate to support its planned decision on whether to extend/modify the current DOE contract with BNFL for tank waste treatment services.

Expectation 2:

Complete FY 2000 MYWP baseline advanced conceptual design studies for IHLW Interim Storage Facility Phase 1, Project W-464, including Shielded Canister Transporter requirements study, overpack welding station interface study, operations and maintenance plan, wind/stack and thermal analyses, and structural confirmatory analyses. Draft study reports will be provided to DOE-ORP for review and comment disposition in accordance with the contractor review process. A letter summarizing the forecasted impact of the results of these studies on the Project W-464 cost and schedule baseline will be submitted to DOE-ORP by September 1, 2000.

Expectation 3:

Conduct FY 2000 MYWP baseline analyses to define 1) proposed strategies for disposition of HLW and LAW melter and 2) processes and approaches for IHLW and ILAW sample transport and disposition. The assumptions and bases for these analyses will be provided to DOE-ORP by January 14, 2000, for a 15-working day review period after which comments shall be dispositioned in accordance with the RCR process. Successful completion means that DOE-ORP agrees with the contractor-proposed comment dispositions. In addition, a letter report describing recommended strategies and plans for disposal of each of these four material types will be provided to DOE-ORP by September 30, 2000.

Expectation 4:

By September 30, 2000, submit to DOE-ORP draft revisions to HNF-1751, River Protection Project Immobilized High-Level Waste Interim Storage Plan, Rev 1, and HNF-1517, River Protection Project Immobilized Low-Activity Waste Disposal Plan, Rev 1. This shall reflect 1) the outcome of current negotiations with Ecology/EPA to establish TPA milestones, 2) a contractor recommendation and a DOE-ORP decision on use of the remote-handled trench concept for ILAW disposal, 3) a contractor recommendation and DOE-ORP decision on use of the Fuels and Materials Examination Facility (FMEF) for the second-generation IHLW interim storage facility, and 4) the addition of scope to TW09 for HLW and LAW melter disposal and IHLW and ILAW sample transportation and disposal. (Comments from DOE-ORP would be dispositioned and final revised reports would be issued in FY 01).

Expectation 5:

Draft revised HNF-1751 and HNF-1517 with content as described above will be provided to DOE-ORP for a 10-working day review period, after which comments shall be dispositioned in accordance with the RCR process, and the final reports are issued on or before September 30, 2000. Successful completion means that DOE-ORP agrees contractor-proposed comment dispositions.

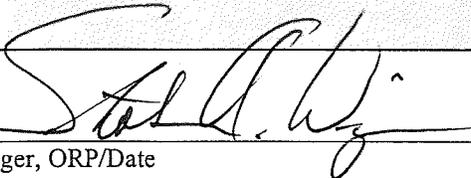
DEFINITIONS: none required

COMPLETION DOCUMENTS LIST:

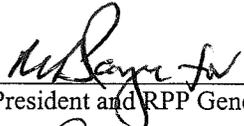
- 1. White Paper
- 2. Letter summarizing impacts on cost and schedule of Project W-464
- 3. Letter Report
- 4. Draft Revisions to HNF-1751, Draft Revisions to HNF-1517
- 5. Final Version of HNF-1751, Final Version of HNF-1517

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: Performance Expectations based on available funding.

SECTION 5
Signatures

 11/18/99

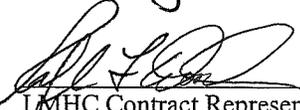
Manager, ORP/Date

 11/18/99

President and RPP General Manager, LMHC/Date

 11/18/99

ORP Contracting Officer/Date

 11/18/99

LMHC Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: RPP Information System Development

Project Baseline Summary (PBS): TW10

Maximum Available Incentive Fee: \$100,000

Type: X Standard

**SECTION 2
Technical Contacts***ORP Point of Contact: Jon Peschong**Contractor Point of Contact: Don McDaniel***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (100%)

Develop software capabilities that help form the RPP Information System.

100% of the FY 2000 incentive fee for this PA may be earned by the Contractor for completing analysis, design and key tests, as described in baseline TBR 710.042 Rev 1 dated 8/30/99, for each of the following RPP software capabilities by September 15, 2000:

- Work Control
- Action Tracking
- Labor Entry
- Project Management
- Requirements Management
- Decision Support System

SECTION 4
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

"Analysis" includes functionality comparisons between existing and developing systems and interfaces in HANDI 2000 and other systems, as well as between the data relations in these functions. The purpose of this analysis is to identify gaps in data (through maps between systems), graphical user interface (GUI) screen presentations, investigate use of a web page(s) as an interface, and investigate existing systems and user relationships (needs). It also will identify requirement flow down behaviors in relation to a project, evaluate and review data types, levels, and programs for completeness, and review systems and parts of systems for updates, retirement, needed interfaces, and maintenance requirements.

"Design" includes design and construction of screen content and functionality, data interface points, data maps, prototypes to obtain interface requirements (functionality), infrastructure setup, and modeling.

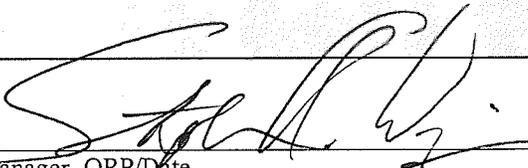
Key "Tests" include software, model, and demonstration evaluations.

DEFINITIONS: *(define terms) (See above)*

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)* Test reports written per RPP Testing and Evaluation Management Plan (HNF 2029 Rev 1 or equivalent) requirements and applicable RPP test procedures for each software capability are to be supplied to ORP to document completion of that capability's analysis, design, and test requirements for this PA. These reports may be incorporated into one volume if so desired.

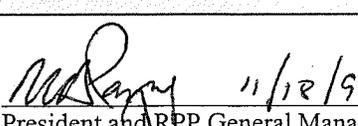
ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

SECTION 5
Signatures



Manager, ORP/Date

11/18/99



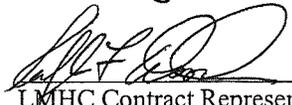
President and RPP General Manager, LMHC/Date

11/12/99



ORP Contracting Officer/Date

11/18/99



LMHC Contract Representative/Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO. A003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-99RL14047.002	5. PROJECT NO. (If applicable)
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ISSUED BY U.S. Department of Energy Richland Operations Office P.O. Box 1000 Richland, Washington 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Lockheed Martin Hanford Co. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
		10B. DATED (SEE ITEM 13) 09/30/99
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See attached detail (Net Increase \$4,865,610.24)

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

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B-2, "Obligation of Funds"

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

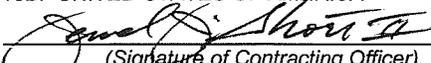
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

OBLIGATION NOTICE NO. 3

A. The purpose of this modification is to increase the amount of funds obligated to this contract by \$4,865,610.24. See attached detail.

B. Part I - The schedule, Section B.2A., Obligations of Funds, is hereby increased by \$4,865,610.24. The first sentence of the paragraph is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is twenty one million, one hundred thirty eight thousand, seven hundred dollars, thirty three cents. (\$21,138,700.33)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II, PRO		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/30/99
(Signature of person authorized to sign)			

Funds may be controlled within specific limitations required by DOE and/or at levels directed by the DOE contracting office. Except as noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) numbers and, for construction line items, the Budget Reference number, that cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	400000000	By each individual work order from requesting entity.
Work for commercial entities	600000000 650000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

LOCKHEED MARTIN

Modification No. : A003

Requisition No. : 00RL14047, 002

Contract ID: RL14047

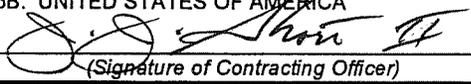
SF-0030

Page 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	<u>Prior Year</u> <u>Uncosted</u>	<u>Amount This</u> <u>Modification</u>	<u>Previous</u> <u>Modifications</u>		<u>Total</u> <u>FY Mods</u>	<u>Total</u> <u>BA Avail</u>
				<u>Signed</u>	<u>This FY</u>		
39EW02J10	PRN89D17300	\$0.00	\$63,379.90	\$0.00	\$63,379.90	\$63,379.90	
39EW02J10	PRN94D40700	\$8,000,000.00	\$4,109,670.04	\$0.00	\$4,109,670.04	\$12,109,670.04	
39EW02J10	PRN97D40200	\$200,000.00	\$4,566,427.24	\$1,500,000.00	\$6,066,427.24	\$6,266,427.24	
39EW02J10	PRN99D40300	\$1,000,000.00	\$8,983,894.06	\$0.00	\$8,983,894.06	\$9,983,894.06	
820200000		\$0.00	(\$64,000,000.00)	(\$36,975,000.00)	(\$100,975,000.00)	(\$100,975,000.00)	
EW0200000		\$6,298,350.33	\$51,015,776.82	\$36,180,000.00	\$87,195,776.82	\$93,494,127.15	
EW4000000		\$70,000.00	\$126,462.18	\$0.00	\$126,462.18	\$196,462.18	
<u>Fund Type Total</u>		\$15,568,350.33	\$4,865,610.24	\$705,000.00	\$5,570,610.24	\$21,138,960.57	
<u>Contract Total</u>		\$15,568,350.33	\$4,865,610.24	\$705,000.00	\$5,570,610.24	\$21,138,960.57	

Fin Plan: RL Fund Type: TE Approp: 89X0242.91

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
AMENDMENT/MODIFICATION NO. M004	3. EFFECTIVE DATE 10/01/99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
U.S. Department of Energy Richland Operation Officer 825 Jadwin Ave. Richland, WA. 99352			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Lockheed Martin Hanford Corporation P.O. Box 1500 Richland, WA 99352		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="radio"/> is extended, <input type="radio"/> is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:			
(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) Clause I-114 "970.5204-78 Laws, Regulations, and DOE Directives"		
E. IMPORTANT: Contractor <input checked="" type="radio"/> is not, <input type="radio"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the following DOE Order (DOE O), into the contract at Section J, Appendix C, in accordance with clause I-114 "970.5204-78 Laws, Regulations, and DOE Directives": DOE O 425.1A "Startup and Restart of Nuclear Facilities"			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		J.J. Short, II	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	12/21/99

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO. A005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-99RL14047.003	5. PROJECT NO. (If applicable)
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ISSUED BY U.S. Department of Energy Richland Operations Office P.O. Box 1000 Richland, Washington 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Lockheed Martin Hanford Co. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 09/30/99

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See attached detail (Net Increase \$5,245,000.10)

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

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B-2, "Obligation of Funds"

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

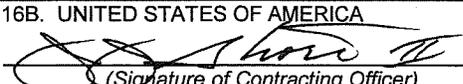
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

OBLIGATION NOTICE NO. 4

A. The purpose of this modification is to increase the amount of funds obligated to this contract by \$5,245,000.10. See attached detail.

B. Part I - The schedule, Section B.2A., Obligations of Funds, is hereby increased by \$5,245,000.10. The first sentence of the paragraph is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is twenty six million, three hundred eighty three thousand, nine hundred sixty dollars, sixty seven cents. (\$26,383,960.67)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. J. Short, II
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 12/22/99

Funds may be controlled within specific limitations required by and/or at levels directed by the DOE contracting office. Except as noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) numbers and for construction line items, the Budget Reference number, that cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	4000000000	By each individual work order from requesting entity.
Work for commercial entities	6000000000 6500000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

LOCKHEED MARTIN HANFORD CORP
 Modification No. : A005
 Contract ID: RL14047
 Requisition No. : 00RL14047.003
 SF-0030
 Page 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	<u>Prior Year Uncosted</u>	<u>Amount This Modification</u>	<u>Previous Modifications Signed This FY</u>	<u>Total FY Mods</u>	<u>Total BA Avail</u>
39EW02JJ10	PRN89D17300	\$0.00	(\$2,999.90)	\$63,379.90	\$60,380.00	\$60,380.00
39EW02JJ10	PRN94D40700	\$8,000,000.00	\$0.00	\$4,109,670.04	\$4,109,670.04	\$12,109,670.04
39EW02JJ10	PRN97D40200	\$200,000.00	\$0.00	\$6,066,427.24	\$6,066,427.24	\$6,266,427.24
39EW02JJ10	PRN99D40300	\$1,000,000.00	\$0.00	\$8,983,894.06	\$8,983,894.06	\$9,983,894.06
820200000		\$0.00	(\$130,000,000.00)	(\$100,975,000.00)	(\$230,975,000.00)	(\$230,975,000.00)
EW0200000		\$6,298,350.33	\$135,248,000.00	\$87,195,776.82	\$222,443,776.82	\$228,742,127.15
EW4000000		\$70,000.00	\$0.00	\$126,462.18	\$126,462.18	\$196,462.18
<u>Fund Type Total</u>		\$15,568,350.33	\$5,245,000.10	\$5,570,610.24	\$10,815,610.34	\$26,383,960.67
<u>Contract Total</u>		\$15,568,350.33	\$5,245,000.10	\$5,570,610.24	\$10,815,610.34	\$26,383,960.67

Fin Plan: RL Fund Type: TE Approp: 89X0242.91

2. AMENDMENT/MODIFICATION NO. M006	3. EFFECTIVE DATE see block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY U.S. Department of Energy Richland Operation Officer 825 Jadwin Ave. Richland, WA. 99352		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. (CHG) P.O. Box 1500 Richland, WA 99352-1505	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 42.1205
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to substitute the name CH2M Hill Hanford Group, Inc. (CHG), for the name Lockheed Martin Hanford Corporation (LMHC), wherever it or its acronym appears in the contract, in accordance with the attached Change-of-Name Agreement. This modification accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under this contract are unaffected by this change.

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

NAME AND TITLE OF SIGNER (Type or print) MP DeLozier, President and RPP General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J.J. Short, II
15B. CONTRACTOR/OFFEROR <u>MP DeLozier</u> (Signature of person authorized to sign)	15C. DATE SIGNED 29 Dec 99
	16B. UNITED STATES OF AMERICA <u>J.J. Short II</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 12/29/99

Change-of-Name Agreement

Between the United States Department of Energy and CH2M Hill Hanford Group, Inc. (CHG)

The CH2M Hill Hanford Group, Inc. (Contractor), a corporation duly organized and existing under the laws of Delaware and the United States of America (Government), enter into this Agreement as of December 23, 1999.

(a) The parties agree to the following facts:

- (1) The Government, represented by various Contracting Officers of the Department of Energy, has entered into certain contracts and purchase orders with the Lockheed Martin Hanford Corporation, namely:

DE-AC06-99RL14047 - Hanford Tank Waste Remediation System

The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

- (2) The Lockheed Martin Hanford Corporation, by an amendment to its certificate of incorporation, dated December 22, 1999, has changed its corporate name to CH2M Hill Hanford Group, Inc. (CHG).
- (3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.
- (4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that:

- (1) The contracts covered by this Agreement are amended by substituting the name "CH2M Hill Hanford Group, Inc." for the name "Lockheed Martin Hanford Corporation" wherever it appears in the contracts; and
- (2) Each party has executed this Agreement effective as of the day and year first above written.

United States of America, Department of Energy

By:



J. J. Short, II
Contracting Officer

CH2M Hill Hanford Group, Inc.

By:



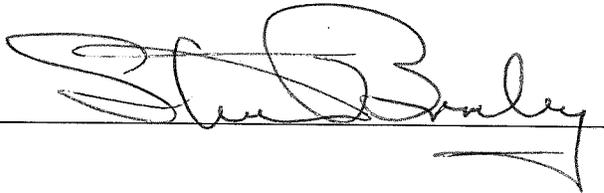
M. P. DeLozier
President and General Manager

Certificate

I, Steven D. Brumley, certify that I am the Secretary of CH2M Hill Hanford Group, Inc.; that M.P. DeLozier, who signed this Agreement for this corporation, was then President and General Manager of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 29 day of Dec 19 99.

By



CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
LOCKHEED MARTIN HANFORD CORPORATION
(Pursuant to Section 242)

Lockheed Martin Hanford Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows for the purpose of amending its Certificate of Incorporation:

FIRST: That the Board of Directors of the Corporation duly adopted resolutions approving the amendment to the Certificate of Incorporation of the Corporation set forth below, declaring such amendment to be advisable and calling for stockholder approval of the amendment.

SECOND: That holder of all of the outstanding Common Stock of the Corporation entitled to vote, acting by means of a written consent in lieu of a meeting pursuant to Section 228(a) of the Delaware General Corporation Law, adopted and approved this Certificate of Amendment to the Certificate of Incorporation of the Corporation and the written notice of corporate action taken by such written consent was given in accordance with Section 228(d) of the Delaware General Corporation Law; and that the amendment was in all respects duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

THIRD: That, except for the Common Stock set forth above, there are no other outstanding classes of stock of the Corporation.

FOURTH: That sentence 1 of the Certificate of Incorporation shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"1. The name of the corporation is:

CH2M Hill Hanford Group, Inc."

FIFTH: Except as amended hereby, the provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be duly executed by an authorized officer this 22nd day of December, 1999.

LOCKHEED MARTIN HANFORD CORPORATION

BY: WT Dehn

Name: William T. Dehn

Title: Executive Vice President

Signature Page – Certificate of Amendment

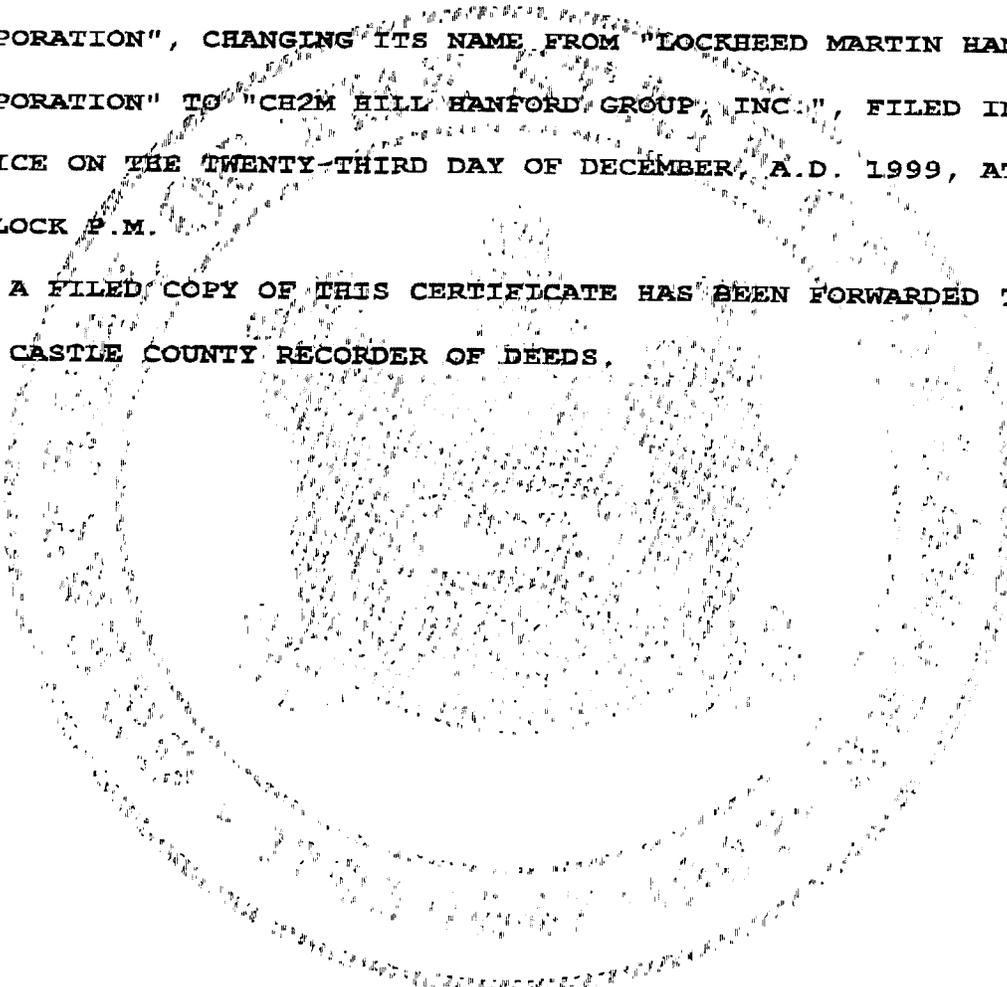
State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "LOCKHEED MARTIN HANFORD CORPORATION", CHANGING ITS NAME FROM "LOCKHEED MARTIN HANFORD CORPORATION" TO "CH2M HILL HANFORD GROUP, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1999, AT 6 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2600912 8100

991560442

AUTHENTICATION:

0167002

DATE:

12-28-99

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
LOCKHEED MARTIN HANFORD CORPORATION**

(Pursuant to Section 242)

Lockheed Martin Hanford Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows for the purpose of amending its Certificate of Incorporation:

FIRST: That the Board of Directors of the Corporation duly adopted resolutions approving the amendment to the Certificate of Incorporation of the Corporation set forth below, declaring such amendment to be advisable and calling for stockholder approval of the amendment.

SECOND: That holder of all of the outstanding Common Stock of the Corporation entitled to vote, acting by means of a written consent in lieu of a meeting pursuant to Section 228(a) of the Delaware General Corporation Law, adopted and approved this Certificate of Amendment to the Certificate of Incorporation of the Corporation and the written notice of corporate action taken by such written consent was given in accordance with Section 228(d) of the Delaware General Corporation Law; and that the amendment was in all respects duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

THIRD: That, except for the Common Stock set forth above, there are no other outstanding classes of stock of the Corporation.

FOURTH: That sentence 1 of the Certificate of Incorporation shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"1. The name of the corporation is:

CH2M Hill Hanford Group, Inc."

FIFTH: Except as amended hereby, the provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be duly executed by an authorized officer this 22nd day of December, 1999.

LOCKHEED MARTIN HANFORD CORPORATION

BY: WT Dehn
Name: William T. Dehn
Title: Executive Vice President

Signature Page - Certificate of Amendment

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M007	3. EFFECTIVE DATE see block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operation Officer 825 Jadwin Ave. Richland, WA. 99352	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352-1505		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.18 "Performance Incentives and Fee Distribution"
	D. OTHER (Specify type of modification and authority)

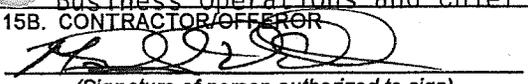
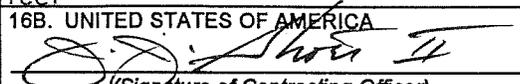
E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate the attached FY 2000 Performance Incentive (PI) into Part III, Section J, Appendix D, of the contract. The attached PI is as follows: ORP 4.5.1 "Phase I Part B-2 Readiness to Proceed".

All other terms and conditions of the contract are unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Michael D. Ebben, Vice President of Business Operations and Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J.J. Short, II
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/6/00
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/6/00

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Phase I Part B-2 Readiness to Proceed

Project Baseline Summary (PBS): TW04

Maximum Available Incentive Fee: \$1,000,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts***ORP Point of Contact: S. Wiegman/L. Erickson**Contractor Point of Contact: H. L. Boston***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance [(BCWP-ACWP)/BCWP] less than -5.0 percent, or incur any unfavorable schedule variance [(BCWP-BCWS)/BCWS] less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (40%)

1. Formal certification of the Contractor's ability (Memorandum of Readiness To Proceed) to provide the waste feed and infrastructure to handle the products from the BNFL waste processing plant. Submit a memorandum to that effect, by April 24, 2000. Supporting material shall be made available to DOE for an independent evaluation of the contractor's readiness.
2. Specific documents listed below will be updated or issued (if required) by April 24, 2000, in support of the Readiness-to-Proceed effort:
 - A. Integrated Resource-loaded Schedule
 - B. Supporting Documents

TWRS Operation Utilization Plan; Staffing Plan; Mission Analysis Report; Program Plan; Configuration Management Plan; Quality Assurance Program Plan; Safety Program Plan; Environmental Program Plan; Technical Baseline Summary; Draft Project Execution Plan

3. Analyze the impacts of the BNFL April 24th deliverables on the contractor's Readiness to Proceed Memorandum. Provide impacts and recommendations to mitigate to the B2 Decision Manager by June 15, 2000.
4. Provide a letter report to the ORP B2 Decision Manager stating how the eight "Major Recommendations on the RTP evidence package", as listed in 98-WDD-032, have been resolved, by April 24, 2000.

STRETCH (60%)

1. ORP will perform a readiness assessment. Based upon its Rating by ORP B2 Decision Manager fee is earned.
 - Rated Ready to Proceed with no outstanding deficiencies on 4/30/00 earn 60%
 - Rated Ready to Proceed with no outstanding deficiencies on 6/15/00 earn 50%
 - Rated Ready to Proceed with no outstanding deficiencies on 7/01/00 earn 10%

NEGATIVE (100%)

- Rated Ready to Proceed with no outstanding deficiencies on 7/15/00 lose 10%
- Rated Ready to Proceed with no outstanding deficiencies 7/16/00 - 8/24/00 lose 1%/day until deficiencies are eliminated
- Rated Ready to Proceed with no outstanding deficiencies after 8/24/00 lose 2% per day until deficiencies are eliminated

SECTION 4
Performance Requirements

DEFINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

STANDARD:

1. The Memorandum will describe the approach taken for providing evidence of the Contractor's readiness to proceed to Phase 1 B-2 and serve as the executive summary. The memorandum will include:
 - A. Key Enabling Assumptions
 - B. Critical risk list and handling actions
 - C. Financial and Schedule Risk Analysis
 - D. Manageable list of deficiencies, corrective action plan for each, including date for closure.

The Memorandum will state that the contractor can:

- Provide waste feed to the privatization contractor in the specified amounts to the specified place at the required time.
 - Provide infrastructure to the privatization contractor as specified in the final privatization contract and the Interface Control Documents.
 - Ensure that it will be prepared for receiving, storing and disposing of immobilized waste products
 - Ensure that it will be prepared for receiving, managing, treating and disposing of byproducts from private contractors
 - Ensure that the contractor can support alternatives other than the current baseline
 - Ensure required administrative actions (e.g., permits, etc.) are in place
2. A and B
The Criteria Review Assessment Documents will be used to evaluate the Integrated Schedule and other Support Documents.
 3. Impact Analysis will define differences between the contractor's and BNFL deliverables (e.g. dates, planning assumptions, etc.) and recommend a solution.
 4. Provide a letter report to the ORP B2 Decision Manager stating how the eight "Major Recommendations on the RTP evidence package", as listed in 98-WDD-032, have been resolved, by April 24, 2000.

STRETCH:

The Contractor's Readiness to Proceed will be assessed for deficiencies by the following:

1. Contractor's Memorandum of Readiness to Proceed
2. External Independent Review Team
3. Criteria Review Assessment Documents (CRADs) developed by ORP

DEFINITIONS: (define terms)

Deficiency – a condition which if left uncorrected or unimproved would preclude, in the opinion of the ORP B2 Decision Manager, a defensible Readiness to Proceed declaration.

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

Readiness-to-Proceed Memorandum; Integrated Resource-Loaded Schedule; Specific RTP Supporting Documents: TWRS Operations Utilization Plan; Staffing Plan; Mission Analysis Report; Program Plan; Configuration Management Plan; Quality Assurance Program Plan; Safety Program Plan; Environmental Program Plan; Technical Baseline Summary; Draft Project Execution Plan

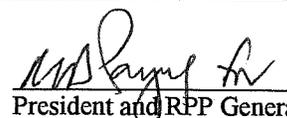
ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

- Contractor may access CRADs on drive \\AP006\RPPSHAREDINF. Complete set of CRADs will be available by 12/31/99. The contractor may suggest improvements to CRADs up until 2/29/99.
- Review Comment Record process will be used to close out deficiencies

SECTION 5
Signatures

 12/20/99

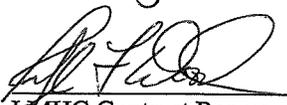
 Manager, ORP/Date

 12/20/99

 President and RPP General Manager, LMHC/Date

 12/20/99

 ORP Contracting Officer/Date

 12/20/99

 LMHC Contract Representative/Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. M008	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
J.S. Department of Energy Office of River Protection PO Box 450, MS H6-60 Richland, WA. 99352				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
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(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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<input type="radio"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.18 "Performance Incentives and Fee Distribution"

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

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

The purpose of this modification is to incorporate the attached FY 2000 Performance Incentives (PIs) listed below, into Part III, Section J, Appendix D, of the contract. These PIs were previously signed by both parties to the contract.

ORP 4.5.1 Revision 1 "Readiness To Proceed" dated 2/11/00
ORP 10.1.3 "Project Integration Office Deliverables" dated 1/26/00

All other terms and conditions of the contract are unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II	
3. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 2/25/00

FY 2000 PERFORMANCE INCENTIVE**SECTION 1
General Information**

Descriptive Short Title: Phase I Part B-2 Readiness to Proceed

Project Baseline Summary (PBS): TW04

Maximum Available Incentive Fee: \$1,250,000

Type: X Standard X Stretch

**SECTION 2
Technical Contacts***ORP Point of Contact: S. Wiegman/L. Erickson**Contractor Point of Contact: W. T. Dehn***SECTION 3
Performance Expectations and Earning Schedule****GENERAL REQUIREMENTS:** In order to earn incentive fee under this Performance Incentive, the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

STANDARD (40%)

1. Formal certification of the Contractor's ability (Memorandum of Readiness To Proceed) to provide the waste feed and infrastructure to handle the products from the BNFL waste processing plant. Submit a memorandum to ORP to that effect, by April 24, 2000. Supporting material shall be made available to DOE for an independent evaluation of the contractor's readiness.
2. Specific documents listed below will be updated or issued (if required) by April 24, 2000, in support of the Readiness-to-Proceed effort:
 - A. Integrated Resource-loaded Schedule
 - B. Supporting Documents
TWRS Operation Utilization Plan; Staffing Plan; Configuration Management Plan; Quality Assurance Program Plan; Safety Program Plan; Environmental Program Plan; Technical Baseline Summary; Draft Project Execution Plan
3. Provide a letter report by April 24, 2000, to the ORP B2 Decision Manager stating how the eight "Major Recommendations on the RTP evidence package," as listed in 98-WDD-032, have been resolved.

STRETCH (60%)

1. ORP will perform a readiness assessment. Based upon its rating by ORP B2 Decision Manager fee is earned.
 - Rated Ready to Proceed with no outstanding deficiencies on 4/30/00 earn 30%
 - Rated Ready to Proceed with no outstanding deficiencies on 6/15/00 earn 15%
 - Rated Ready to Proceed with no outstanding deficiencies on 7/01/00 earn 5%
2. Develop presentation and training materials by June 30, 2000, to assist in the understanding of the Hanford, Regional, and Congressional community on feed delivery, pretreatment processing, glass production, and glass storage system to facilitate a positive B2 decision from Congress earn 10%.
3. Analyze the impacts of the BNFL April 24th deliverables on the contractor's Readiness to Proceed Memorandum. Provide impacts and recommendations to mitigate to the B2 Decision Manager by May 31, 2000. Earn 20%.

NEGATIVE (100%)

- Rated Ready to Proceed with no outstanding deficiencies on 7/15/00 lose 10%
- Rated Ready to Proceed with no outstanding deficiencies 7/16/00 - 8/24/00 lose 1%/day until deficiencies are eliminated
- Rated Ready to Proceed with no outstanding deficiencies after 8/24/00 lose 2% per day until deficiencies are eliminated

FY 2000 PERFORMANCE INCENTIVE**SECTION 4**
Performance Requirements

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

STANDARD:

1. The Memorandum will describe the approach taken for providing evidence of the Contractor's readiness to proceed to Phase 1 B-2 and serve as the executive summary. The memorandum will include:
 - A. Key Enabling Assumptions
 - B. Critical risk list and handling actions
 - C. Financial and Schedule Risk Analysis
 - D. Manageable list of deficiencies, corrective action plan for each, including date for closure.

The Memorandum will state that the contractor can:

- Provide waste feed to the privatization contractor in the specified amounts to the specified place at the required time.
 - Provide infrastructure to the privatization contractor as specified in the final privatization contract and the Interface Control Documents.
 - Ensure that it will be prepared for receiving, storing and disposing of immobilized waste products
 - Ensure that it will be prepared for receiving, managing, treating and disposing of byproducts from private contractors
 - Ensure that the contractor can support alternatives other than the current baseline
 - Ensure required administrative actions (e.g., permits, etc.) are in place
2. A and B

The Criteria Review Assessment Documents will be used to evaluate the Integrated Schedule and other Support Documents. Provide a report to the B2 Decision Manager regarding the resolution of the eight recommendations made in 98-WDD-032.

STRETCH:

The Contractor's Readiness to Proceed will be assessed for deficiencies by the following:

Contractor's Memorandum of Readiness to Proceed

1. External Independent Review Team, Criteria Review Assessment Documents (CRADs) developed by ORP.
2. Submit presentation and training materials consisting of a CD ROM on feed delivery, pretreatment processing, glass production, and glass storage system together with fact sheets on key aspects of the waste feed delivery system by June 30, 2000. These materials will be used to facilitate a B2 decision from Congress.
3. Impact Analysis will be a qualitative evaluation analysis of the differences between the contractor's and BNFL deliverables (e.g. dates, planning assumptions, etc.) and recommend a solution. Submittal will be presentation materials.

DEFINITIONS: *(define terms)*

Deficiency – a condition which if left uncorrected or unimproved would preclude, in the opinion of the ORP B2 Decision Manager, a defensible Readiness to Proceed declaration.

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

Readiness-to-Proceed Memorandum; Integrated Resource-Loaded Schedule; Specific RTP Supporting Documents: TWRS Operations Utilization Plan; Staffing Plan; Configuration Management Plan; Quality Assurance Program Plan; Safety Program Plan; Environmental Program Plan; Technical Baseline Summary; Draft Project Execution Plan; Letter report on Major Recommendations on RTP evidence package; Baseline evaluation of waste fee delivery rates and impacts; and training materials.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

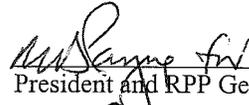
- Contractor may access CRADs on drive \\AP006\RPPSHAREDINF. Complete set of CRADs will be available by December 31, 1999. The contractor may suggest improvements to CRADs up until February 29, 2000.
- Review Comment Record process will be used to close out deficiencies.
- ORP will provide written guidance to CHG, on constrained funding level assumptions and priorities, no later than 2/29, 2000.
- Only changes to RTP programmatic and technical assumptions, as result of the constrained funding, will be analyzed for the constrained funding analysis.
- No special approvals are required for producing the presentation and training materials.
- Gap Analysis will be performed against BNFL deliverables received by CHG by April 25, 2000.

FY 2000 PERFORMANCE INCENTIVE

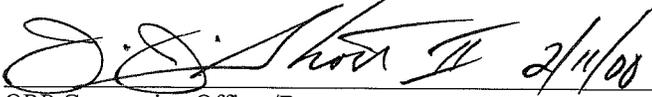
SECTION 5
Signatures

 2/11/00

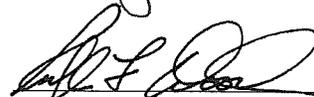
Manager, ORP/Date

 2/11/00

President and RPP General Manager, CHG/Date

 2/11/00

ORP Contracting Officer/Date

 2/11/00

CHG Contract Representative/Date

FY 2000 PERFORMANCE INCENTIVE

**SECTION 1
General Information**

Descriptive Short Title: Project Integration Office (PIO) Deliverables

Project Baseline Summary (PBS): TW10

Maximum Available Incentive Fee: \$800,000

Type: Regular Stretch

**SECTION 2
Technical Contacts**

ORP Point of Contact: Donald H. Alexander, 372-2453

Contractor Point of Contact: Carolyn C. Haass, 372-0803

**SECTION 3
Performance Expectations and Earning Schedule**

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive (PI), the Contractor shall:

1. Meet the specific completion criteria and expectations set forth in this Performance Incentive; and
2. Not incur any unfavorable cost variance $[(BCWP-ACWP)/BCWP]$ less than -5.0 percent, or incur any unfavorable schedule variance $[(BCWP-BCWS)/BCWS]$ less than -7.5 percent, measured at the Project Baseline Summary level identified in Section 1, at the end of FY 2000.

REGULAR (55%)

NUMBER	DELIVERABLE DESCRIPTION	DUE DATE	FEE
1.	Requirements Management:	May 15, 2000	25%
	A. Data		
	B. Tool capability, training processes		
2.	Integrated Baseline		
	A. Initial River Protection Project Integrated Mission Schedule	April 15, 2000	5%
	B. Updated River Protection Project Integrated Mission Schedule	June 15, 2000	10%
	C. Final River Protection Project Integrated Mission Schedule	August 4, 2000	15%

STRETCH (45%)

Based upon a rating assigned by the Office of River Protection (ORP) Manager after the end of Fiscal Year 2000, the Contractor may earn up to 45% of the fee assigned to this Performance Incentive. Areas of assessment for rating will include:

1. The Contractor made timely delivery of the products and/or services for which it was responsible, as described in authorized PIO Technical Basis Review (TBR) packages.
2. The Contractor has provided effective project management capabilities and tools for PIO issue resolution.
3. The Contractor has been a positive influence on the PIO team.

Rating	Fee
Unsatisfactory	0%
Satisfactory	1% to 25%, based upon the ORP-PIO Manager's assessment of criteria stated above.
Outstanding	26 to 45%, based upon the ORP-PIO Manager's assessment of criteria stated above.

**SECTION 4
Performance Requirements**

DEFINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress)).*

1. Requirements Management
 - A. Requirements management "data" is complete when a requirements source document tree baseline of existing requirements, challenge criteria and procedure, requirements management procedure and requirements improvement plan are delivered to the ORP. The deliverables shall meet the task descriptions stated in TBRs 800.220 and 800.240 (or future authorized revisions to the two TBRs).
 - B. Requirements management "Tool capability, training and processes" are complete when:
 - 1) Two file servers (one production/one backup) and the "Dynamic Object Oriented Requirements System" (DOORS) software or equivalent has been installed, tested, and readied for the production environment for management of a technical requirement baseline within the PIO. Verified by the Production Readiness Review Board (PRRB);
 - 2) The available set of River Protection Project source documents, defined by the Requirements Management Team, with associated attributes is entered into the DOORS database.
 - 3) Completed DOORS Software Training for essential PIO personnel in the use and application of the system.
2. Integrated Baseline
 - A. The Initial RPP Integrated Mission Schedule will be complete when provided in conformance with the specification listed in Assumptions.
 - B. The Updated Integrated Mission Schedule will be complete when provided (utilizing planning information from the April 24, 2000 CHG Certification of Readiness submittal and the BNFL deliverables) in conformance with the specification listed in Assumptions.
 - C. The Final RPP Integrated Mission Baseline will be complete when the Updated Integrated Mission Schedule is revised based upon expected funding constraints and final BNFL data. The Final must meet the descriptions stated in TBRs 800.400 and 800.420, and 800.410 (or future authorized revisions to these three TBRs) and conform to the specification listed in assumptions.

DEFINITIONS: *(define terms)*

Integrated Mission Baseline -- The Integrated Mission Baseline will include key milestones, key decisions, logic, and critical path and will have as backup information key enabling assumptions, issues, risks, and cost information.

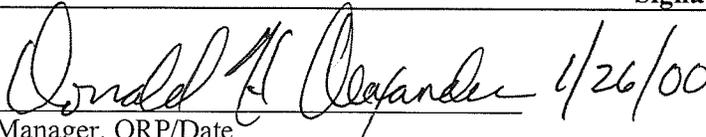
COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.) (See "Define Completion" above)*

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

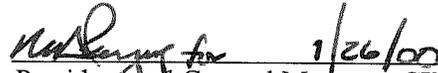
ORP, CHG and BNFL will mutually agree to a specification for the Integrated Mission Baseline by 2/15/00. The specification will:

- Describe the level of detail for the WBS and Logic for the Initial, Update and Final Mission Schedule
- Provide the definition of critical path

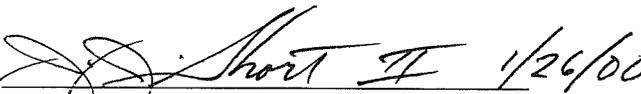
**SECTION 5
Signatures**



Manager, ORP/Date



President and General Manager, CHG/Date



ORP Contracting Officer/Date



CHG Contract Representative/Date

2. AMENDMENT/MODIFICATION NO. A009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-99RL14047.004	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
<input type="radio"/> U.S. Department of Energy Richland Operations Office P.O. Box 1000 Richland, Washington 99352	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 09/30/99

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See attached detail (Net Increase \$31,866,088.23)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="radio"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B-2, "Obligation of Funds"

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

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

OBLIGATION NOTICE NO. 5

A. The purpose of this modification is to increase the amount of funds obligated to this contract by \$31,866,088.23. See attached detail.

B. Part I - The schedule, Section B.2A., Obligations of Funds, is hereby increased by \$31,866,088.23. The first sentence of the paragraph is hereby changed to read as follows:
 "The amount presently obligated by the Government with respect to this contract is fifty-eight million, two hundred fifty thousand, forty-eight dollars, ninety cents. (\$58,250,048.90)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II		
3. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/2/00

Funding must be controlled within specific limitations required by law and/or at levels directed by the DOE contracting officer. Except as noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) numbers and, for construction line items, the Budget Reference number, that cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	4000000000	By each individual work order from requesting entity.
Work for commercial entities	6000000000 6500000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

CH2M HILL HANFORD GROUP, INC.
 Modification No. : A009
 Contract ID: RL14047

Requisition No. : 99RL14047.004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</u>	<u>89X0242.91</u>	<u>Prior Year</u>	<u>Amount This</u>	<u>Previous</u>	<u>Total</u>	<u>Total</u>
						<u>Uncosted</u>	<u>Modification</u>	<u>Modifications</u>	<u>FY Mods</u>	<u>BA Avail</u>
	39EW02J10	PRN89D17300			\$0.00	\$0.00	\$0.00	\$60,380.00	\$60,380.00	\$60,380.00
	39EW02J10	PRN94D40700			\$8,000,000.00	\$308,858.57	\$4,109,670.04	\$4,418,528.61	\$12,418,528.61	\$12,418,528.61
	39EW02J10	PRN97D40200			\$200,000.00	\$0.00	\$6,066,427.24	\$6,066,427.24	\$6,266,427.24	\$6,266,427.24
	39EW02J10	PRN99D40300			\$1,000,000.00	\$871,822.91	\$8,983,894.06	\$9,855,716.97	\$10,855,716.97	\$10,855,716.97
	820200000				\$0.00	\$0.00	(\$230,975,000.00)	(\$230,975,000.00)	(\$230,975,000.00)	(\$230,975,000.00)
	EW0200000				\$6,298,350.33	\$29,071,688.45	\$222,443,776.82	\$251,515,465.27	\$257,813,815.60	\$257,813,815.60
	EW4000000				\$70,000.00	\$1,613,718.30	\$126,462.18	\$1,740,180.48	\$1,810,180.48	\$1,810,180.48
		<u>Fund Type Total</u>			\$15,568,350.33	\$31,866,088.23	\$10,815,610.34	\$42,681,698.57	\$58,250,048.90	\$58,250,048.90
		<u>Contract Total</u>			\$15,568,350.33	\$31,866,088.23	\$10,815,610.34	\$42,681,698.57	\$58,250,048.90	\$58,250,048.90

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-99RL14047.005	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
U.S. Department of Energy Richland Operations Office P.O. Box 1000 Richland, Washington 99352				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-99RL14047	
CODE				10B. DATED (SEE ITEM 13) 09/30/99
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See attached detail (Net Increase \$21,344,141.43)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="radio"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B-2, "Obligation of Funds"

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

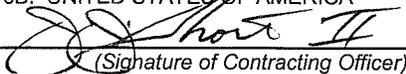
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

OBLIGATION NOTICE NO. 5

A. The purpose of this modification is to increase the amount of funds obligated to this contract by \$21,344,141.43. See attached detail.

B. Part I - The schedule, Section B.2A., Obligations of Funds, is hereby increased by \$21,344,141.43. The first sentence of the paragraph is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is seventy-nine million, five hundred ninety-four thousand, one hundred ninety dollars, thirty-three cents. (\$79,594,190.33)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/29/00

Funding must be controlled within specific limitations required by law and/or at levels directed by the DOE contracting officer. Except as noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) numbers and, for construction line items, the Budget Reference number, that cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	400000000	By each individual work order from requesting entity.
Work for commercial entities	600000000 650000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

CH2M HILL HANFORD GROUP, INC.

Modification No. : A010

Requisition No. : ORRL14047-055

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	<u>Prior Year</u>	<u>Amount This</u>	<u>Previous</u>	<u>Total</u>	<u>Total</u>	
							<u>Uncosted</u>
39E02JJ10	PRN89D17300	\$0.00	\$0.00	\$60,380.00	\$60,380.00	\$60,380.00	
39E02JJ10	PRN94D40700	\$8,000,000.00	\$1,939,141.43	\$4,418,528.61	\$6,357,670.04	\$14,357,670.04	
39E02JJ10	PRN97D40200	\$200,000.00	\$12,105,000.00	\$6,066,427.24	\$18,171,427.24	\$18,371,427.24	
39E02JJ10	PRN99D40300	\$1,000,000.00	\$7,379,000.00	\$9,855,716.97	\$17,234,716.97	\$18,234,716.97	
820200000		\$0.00	\$0.00	(\$230,975,000.00)	(\$230,975,000.00)	(\$230,975,000.00)	
EW0200000		\$6,298,350.33	\$196,000.00	\$251,515,465.27	\$251,711,465.27	\$258,009,815.60	
EW4000000		\$70,000.00	(\$275,000.00)	\$1,740,180.48	\$1,465,180.48	\$1,535,180.48	
<u>Fund Type Total</u>					\$21,344,141.43	\$42,681,698.57	\$79,594,190.33
					\$15,568,350.33	\$64,025,840.00	\$79,594,190.33

Fin Plan: RL Fund Type: TE Approp: 89X0242.91