

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
 02RL14047.011 1 4

2. AMENDMENT/MODIFICATION NO. A061
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. 02RL14047.011
 5. PROJECT NO. (If applicable)

ISSUED BY CODE S. Department of Energy
 Office of River Protection
 P. O. Box 450, MS H6-60
 Richland, WA 99352
 7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CH2M HILL Hanford Group, Inc.
 PO Box 1500
 Richland, WA 99352
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
 10B. DATED (SEE ITEM 13) September 30, 1999

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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 See attached detail

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 Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign 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.)
 OBLIGATION NOTICE NO. 34

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$41,841,396.88 from \$655,781,155.37 to \$697,622,552.25.

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) R. F. Wood
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED 8/25/02
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith S. O'Connor
 16B. UNITED STATES OF AMERICA BY Judith S. O'Connor
 16C. DATE SIGNED 8/29/02
 (Signature of person authorized to sign) (Signature of Contracting Officer)

Funds 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 funding levels corresponding to Budget and Reporting (B&R) numbers and, for construction contracts, joint shall not exceed total budget authority (BA) available (Prior year uncosted BA, 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:

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
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. SF-0030

Modification No.: A061 Requisition No.: 02RL14047.011

Contract ID: RL14047 Page: 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>SA</u>	<u>Approp:</u>	<u>89X0228.91</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>
	WA1000000				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WM0000000				\$132,571.98	\$0.00	\$0.00	\$0.00	\$0.00	\$132,571.98
	Fund Type Total				\$132,571.98	\$0.00	\$0.00	\$0.00	\$0.00	\$132,571.98
<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</u>	<u>89X0242.91</u>					
	39EW01J20		PRN01D41600		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW01J20		PRN94D40700		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW01J20		PRN97D40200		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW01J20		PRN99D40300		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW04J20		PRN01D41400		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	820200000				(\$3,681,877.38)	(\$59,456,763.34)	\$0.00	(\$59,456,763.34)	(\$59,456,763.34)	(\$63,138,640.72)

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>
EW0100000		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EW0400000		\$17,935.03	\$0.00	(\$17,459.25)	(\$17,459.25)	\$475.78
EW1000000		\$0.00	\$0.00	\$71,000.00	\$71,000.00	\$71,000.00
EW4000000		\$812,339.18	(\$26,000.00)	\$2,264,000.00	\$2,238,000.00	\$3,050,339.18
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$1.00
Fund Type Total		(\$2,851,602.17)	(\$26,000.00)	(\$57,139,222.59)	(\$57,165,222.59)	(\$60,016,824.76)
Total Fin Plan:		<u>RL</u>	<u>(\$26,000.00)</u>	<u>(\$57,139,222.59)</u>	<u>(\$57,165,222.59)</u>	<u>(\$59,884,252.78)</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RV</u>	<u>BNR Control</u>	<u>Budget Ref</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</u>	<u>Prior Year</u> <u>Uncosted</u>	<u>Amount This</u> <u>Modification</u>	<u>Previous</u> <u>Modifications</u> <u>Signed This FY</u>	<u>Total</u> <u>FY Mods</u>	<u>Total</u> <u>BA Avail</u>
		39EW01J20	PRN01D41600			\$1,112,801.90	\$0.00	(\$1,008,000.00)	(\$1,008,000.00)	(\$1,008,000.00)	\$104,801.90
		39EW01J20	PRN94D40700			\$19,323,530.25	\$0.00	\$1,766,975.00	\$1,766,975.00	\$1,766,975.00	\$21,090,505.25
		39EW01J20	PRN97D40200			\$7,710,573.53	\$0.00	\$37,950,662.13	\$37,950,662.13	\$37,950,662.13	\$45,661,235.66
		39EW01J20	PRN99D40300			\$1,040,556.45	\$0.00	(\$1,040,556.45)	(\$1,040,556.45)	(\$1,040,556.45)	\$0.00
		39EW04J20	PRN01D41400			\$197,790.34	\$0.00	\$3,040,915.00	\$3,040,915.00	\$3,040,915.00	\$3,238,705.34
		EW0100000				\$34,217,615.73	(\$208,700.00)	\$293,288,863.22	\$293,288,863.22	\$293,080,163.22	\$327,297,778.95
		EW1000000				\$0.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00	\$135,000.00
		Fund Type Total				\$63,602,868.20	(\$73,700.00)	\$333,998,858.90	\$333,998,858.90	\$333,925,158.90	\$397,528,027.10
<u>Fin Plan:</u>	<u>RV</u>			<u>Fund Type:</u>	<u>TP</u>	<u>Approp:</u>					
		820101000				\$0.00	\$13,500.00	\$3,000.00	\$3,000.00	\$16,500.00	\$16,500.00
		Fund Type Total				\$0.00	\$13,500.00	\$3,000.00	\$3,000.00	\$16,500.00	\$16,500.00
<u>Total Fin Plan:</u>	<u>RV</u>					<u>\$63,602,868.20</u>	<u>(\$60,200.00)</u>	<u>\$334,001,858.90</u>	<u>\$334,001,858.90</u>	<u>\$333,941,658.90</u>	<u>\$397,544,527.10</u>
<u>Grand Total</u>						<u>\$60,883,838.01</u>	<u>(\$86,200.00)</u>	<u>\$276,862,636.31</u>	<u>\$276,862,636.31</u>	<u>\$276,776,436.31</u>	<u>\$337,660,274.32</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 4

2. AMENDMENT/MODIFICATION NO. A062
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 02RL14047.012
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U. S. Department of Energy
Office of River Protection
P. O. Box 450, MS H6-60
Richland, WA 99352
7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
CH2M HILL Hanford Group, Inc.
PO Box 1500
Richland, WA 99352

(✓) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
✓ 10B. DATED (SEE ITEM 13) September 30, 1999

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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See attached detail

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 Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign 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. 35

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$792,860.45 from \$697,536,352.25 to \$698,329,212.70.

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)
Judith S. O'Connor
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
BY Judith S. O'Connor (Signature of Contracting Officer)
16C. DATE SIGNED
SEP 30 2002
(Signature of person authorized to sign)

Funds 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.

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
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. **SF-0030**

Modification No.: **A062** Requisition No.: **02RL14047.01Z** Page:

Contract ID: **RL14047**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>SA</u>	<u>Approp:</u>	<u>89X0228.91</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>
	WA1000000					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WM0000000					\$132,571.98	\$0.00	\$0.00	\$0.00	\$132,571.98
	Fund Type Total					\$132,571.98	\$0.00	\$0.00	\$0.00	\$132,571.98
<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</u>	<u>89X0242.91</u>					
	39EW01J20		PRN01D41600			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW01J20		PRN94D40700			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW01J20		PRN97D40200			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW01J20		PRN99D40300			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	39EW04J20		PRN01D41400			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	820200000					(\$3,681,877.38)	(\$878,998.89)	(\$59,456,763.34)	(\$60,335,762.23)	(\$64,017,639.61)

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>
EW0100000		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EW0400000		\$17,935.03	\$0.00	(\$17,459.25)	(\$17,459.25)	\$475.78
EW1000000		\$0.00	\$0.00	\$71,000.00	\$71,000.00	\$71,000.00
EW4000000		\$812,339.18	\$340,000.00	\$2,238,000.00	\$2,578,000.00	\$3,390,339.18
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$1.00
Fund Type Total		(\$2,851,602.17)	(\$538,998.89)	(\$57,165,222.59)	(\$57,704,221.48)	(\$60,555,823.65)
Total Fin Plan:		RL	(\$538,998.89)	(\$57,165,222.59)	(\$57,704,221.48)	(\$60,423,251.67)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>BNR Control</u>	<u>Budget Ref</u>	<u>RV</u>	<u>TE</u>	<u>Approp:</u>	<u>Prior Year Unco</u>	<u>Amount This Modification</u>	<u>Previous Modifications Signed This FY</u>	<u>Total FY Mods</u>	<u>Total BA Avail</u>
					89X0242.91					
	39EW01J20	PRN01D41600			\$1,112,801.90		(\$1,000,000.00)	(\$1,008,000.00)	(\$2,008,000.00)	(\$895,198.10)
	39EW01J20	PRN94D40700			\$19,323,530.25		\$0.00	\$1,766,975.00	\$1,766,975.00	\$21,090,505.00
	39EW01J20	PRN97D40200			\$7,710,573.53		\$0.00	\$37,950,662.13	\$37,950,662.13	\$45,661,235.66
	39EW01J20	PRN99D40300			\$1,040,556.45		\$0.00	(\$1,040,556.45)	(\$1,040,556.45)	\$0.00
	39EW04J20	PRN01D41400			\$197,790.34		\$0.00	\$3,040,915.00	\$3,040,915.00	\$3,238,705.34
	EW0100000				\$34,217,615.73		\$2,320,109.34	\$293,080,163.22	\$295,400,272.56	\$329,617,888.29
	EW1000000				\$0.00		\$11,750.00	\$135,000.00	\$146,750.00	\$146,750.00
	Fund Type Total				\$63,602,868.20		\$1,331,859.34	\$333,925,158.90	\$335,257,018.24	\$398,859,886.44
	<u>Fin Plan:</u>	<u>RV</u>	<u>TP</u>	<u>Approp:</u>	89X0251.91					
	820101000				\$0.00		\$0.00	\$16,500.00	\$16,500.00	\$16,500.00
	Fund Type Total				\$0.00		\$0.00	\$16,500.00	\$16,500.00	\$16,500.00
	<u>Total Fin Plan:</u>	<u>RV</u>			\$63,602,868.20		\$1,331,859.34	\$333,941,658.90	\$335,273,518.24	\$398,876,386.44
	<u>Grand Total</u>				\$60,883,838.01		\$792,860.45	\$276,776,436.31	\$277,569,296.76	\$338,453,134.77

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M063		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352		CODE	7. ADMINISTERED BY <i>(If other than item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352		(b)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		ø	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
			10B. DATED (SEE ITEM 13) September 30, 1999
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.

Offerors 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 of telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

13. THIS ITEM 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: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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

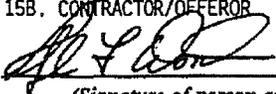
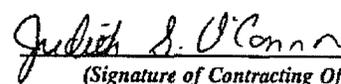
14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This modification corrects block 14 of the cover page (SF-30) for modification A061 as follows:

 Delete: "The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$41,841,396.88 from \$655,781,155.37 to \$697,622,552.25."

 Replace with: "The amount of funds obligated by DOE in Section B, clause B.2 is hereby decreased by \$86,200.00 from \$697,622,552.25 to \$697,536,352.25."

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 <i>(Type or print)</i> R.F. Wood, Manager, Prime Contract Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> Judith S. O'Connor	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/15/02	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9/20/02

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 16

2. AMENDMENT/MODIFICATION NO. M064
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U. S. Department of Energy
Office of River Protection
P. O. Box 450, MS H6-60
Richland, WA 99352
7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
CH2M HILL Hanford Group, Inc.
PO Box 1500
Richland, WA 99352
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
10B. DATED (SEE ITEM 13) September 30, 1999

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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

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 Section H, Clause H.1, and by Mutual Agreement
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return 2 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 revise Section J, Appendix D, with four new replacement Performance Based Incentives for FY 2003-2006. DOE and Contractor recognize and agree that additional changes to contract language will be required to fully integrate the new PBIs and some new concepts imbedded therein into the contract. The DOE and Contractor commit that they will work diligently within the next 30 days to reach agreement on new contract language.

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) Edward S. Aromi, President
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roy J. Schepens
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 9/30/02
16B. UNITED STATES OF AMERICA BY [Signature]
16C. DATE SIGNED 9/30/02
(Signature of person authorized to sign) (Signature of Contracting Officer)

Block 14 Continuation:

Description of the Change:

- a. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Appendix D, "Performance Based Incentives," modify sentence 3, as follows:

Delete:

Table D-1 is a summary of the fiscal year (FY) 2001 through 2006 PBIs, including a list of potential SSPBI areas.

Replace with:

Table D-1 (Revision 6) is a summary of the fiscal year (FY) 2001 through 2006 PBIs, including a list of potential SSPBI areas. These PBIs were only effective during FY 2001 and FY 2002. Effective October 1, 2002 all existing PBIs prior to FY 2003 are cancelled and remaining unearned fee is reallocated in accordance with Contract Clause H.1(e). The new PBIs for FY 2003 through FY 2006 are included in this section. These include: PBI-1, *Store*; PBI-2, *Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)*; PBI-3, *Single-Shell Tank (SST) Retrieval and Closure*; and PBI-4, *Supplemental Waste Treatment and Disposal*; each dated September 30, 2002.

- b. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Appendix D, "Performance Based Incentives," incorporate the attached PBI-1, *Store*; PBI-2, *Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)*; PBI-3, *Single-Shell Tank (SST) Retrieval and Closure*; and PBI-4, *Supplemental Waste Treatment and Disposal*; each dated September 30, 2002.

PBI - 1
PBI Title: Store

Performance Fee available and assigned to this PBI: \$3,000,000

ORP Manager:	ORP POC:	CHG Manager:	CHG POC:
John Swailes	Delmar Noyes	D. Allen	J. McDonald

Desired Endpoint/Outcome: Complete Interim Stabilization of Single Shell Tanks.

Fee Payment Schedule:

Upon completion of each fee bearing milestone set forth herein contractor will be paid either provisional fee or incremental fee, in accordance with the clause H.2 "Provisional and Incremental Payments of Fee." Whether a milestone entitles Contractor to provisional fee or incremental fee is set forth in the milestone discussions contained herein.

Fee Bearing Milestones:

1. Complete Interim Stabilization of all Single-Shell Tanks (SSTs) Performance Fee: \$3,000,000

Consistent with the milestone completion dates in the Interim Stabilization Consent Decree no. CT-99-5076-EFS (as may be amended), Contractor shall complete Interim Stabilization of the remaining 14 SSTs listed in the Consent Decree. This includes meeting Consent Decree reporting requirements associated with Interim Stabilization.

a. Contractor shall earn \$75,000 of incremental fee per each tank interim stabilized for the following tanks:

1. AX-101
2. U-111

b. Contractor shall earn \$237,500 of incremental fee per each tank interim stabilized for the following tanks:

- | | | |
|-----------|-----------|------------|
| 1. S-102 | 5. BY-106 | 9. S-112 |
| 2. U-107 | 6. U-108 | 10. S-101 |
| 3. S-111 | 7. C-103 | 11. SX-101 |
| 4. SX-102 | 8. S-107 | 12. A-101 |

Additional Milestone Completion Criteria:

- Submit a letter within 10 working days after a tank pumping has been stopped in anticipation of meeting the interim stabilization criteria documenting the rationale for

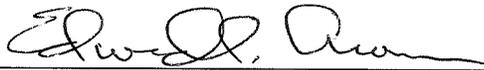
shut down at that point. This letter, complete with supporting documentation (e.g. pumping records, interstitial liquid level measurements, material balance calculations, etc.) will be used by ORP to make a determination that the work is completed.

Government Furnished Services/Items

ORP will respond to all contractor submittals (e.g., AB, SARs, BCRs) required to complete this activity within 30 days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

Definitions

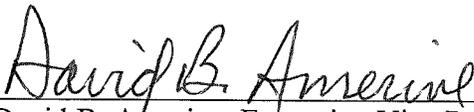
“Government Furnished Services/Items” are those work elements that the Department of Energy commits to perform to support the completion of this PBI. If DOE cannot provide GFS/I as described herein, then it shall be treated as a change in accordance with the clause entitled “Changes” in Section I of the contract.



Edward S. Aromi, President and General
Manager, CH2M HILL Hanford Group, Inc.

9/30/02

Date



David B. Amerine, Executive Vice President
And Deputy General Manager
CH2M HILL Hanford Group, Inc.

9-30-02

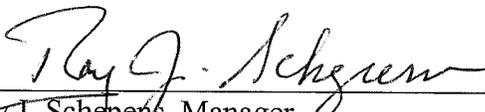
Date



John H. Swailes, Assistant Manager for Tank Farms
U.S. Department of Energy, Office of River Protection

9/30/02

Date



Roy J. Schepens, Manager
U.S. Department of Energy, Office of River Protection

9/30/02

Date

PBI - 2

PBI Title: Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)

Performance Fee available and assigned to this PBI: \$30,000,000

ORP Manager:	ORP POC:	CHG Manager:	CHG POC:
John Swailes	Delmar Noyes	J. Eacker	J. Van Beek/J. Biagini

Desired Endpoint/Outcome: HLW and LAW feed delivery systems ready to support WTP and supplemental treatment systems with sufficient demonstrated capacity. Waste staged for delivery to the WTP and supplemental treatment. Viable feed delivery sequence fully integrated with treatment capability. The first ILAW disposal system is completed at lower capital and life cycle cost levels. The first set of IHLW interim storage units are completed at lower capital costs.

Fee Payment Schedule:

Upon completion of each fee bearing milestone set forth herein, contractor will be paid either provisional fee or incremental fee, in accordance with the clause H.2 "Provisional and Incremental Payments of Fee." Whether completion of a milestone entitles Contractor to provisional fee or incremental fee is set forth in the milestone discussions contained herein.

Fee Bearing Milestones:

1. Waste Feed Delivery (Performance Fee: \$22,000,000)

- a. The Contractor shall develop a Waste Feed Delivery Project Implementation Plan (IP) for ORP concurrence that is based on Revision 1 of the RPP Systems Plan. The IP shall provide the Contractor's strategy for completing Waste Feed Delivery projects that balances planned WTP production rates, risk, and cost reduction. No fee is payable for this deliverable.
- b. The Contractor shall earn \$3,431,274 in incremental fee for completion of all Phase I upgrades in the AY/AZ/AW Tank Farms, and AN Tank Farm Upgrades by 9/30/03.
- c. Additional incremental or provisional fee earning milestones shall be developed upon completion of the IP. The Contractor shall complete retrieval systems, transfer pipelines, and tank farm modifications required to support hot-commissioning of the WTP and its continued operation. Specific physical work products and associated fee payments will be determined depending on the results agreed to in the IP.

2. IHLW Storage Capacity (Performance Fee: \$5,000,000)

The Contractor shall complete construction of a facility to provide storage capacity for 880 IHLW canisters by 9/30/06. The contractor shall also provide canister transportation equipment by this date.

Interim progress milestones have been developed to provide for incremental fee payments. These fee payments will be based on completed physical work products as follows:

- a. Contractor shall earn \$1,500,000 in incremental fee for completion of:
 1. fabrication of tubes, \$1,240,000 of incremental fee
 2. erection of required stacks, \$200,000 of incremental fee
 3. modification of the FFTF Pit \$60,000 of incremental fee
- b. Contractor shall earn \$3,500,000 in incremental fee for completion of construction.

Contractor shall forfeit \$1,750,000 of incremental fee for completion of construction if Project W-464 Total Project Cost (TPC) exceeds \$84,000,000, which represents 80% of the estimated amount included in the 9/1/02 MB11 baseline file (approximately \$105 million). Contractor shall forfeit \$3,500,000 of incremental fee for completion of construction if TPC exceeds \$95,000,000, which represents 90% of the Project W-464 TPC estimate in the MB11 baseline file.

3. ILAW Disposal Capacity (Performance Fee: \$3,000,000)

a. The Contractor shall complete construction of a facility to provide cost-effective ILAW container disposal to support WTP processing by 9/30/06. An Alternatives Generation Analysis (AGA) for ILAW disposal shall be performed, which considers total life cycle costs and an integrated approach to low level waste disposal. The Contractor shall evaluate all disposal options including, but not limited to, commercial, on-site disposal, off-site disposal, and governmental facilities. A recommendation from this AGA identifying the most cost effective path forward shall be submitted to DOE for approval by 1/31/03.

The ILAW container disposal facility shall have a minimum initial capacity of 13,000 to 15,000 or more ILAW containers. It shall also be expandable in units capable of disposing of 13,000 to 15,000 or more ILAW containers, to support all ILAW processing during the life of the WTP. The Contractor shall also provide sufficient numbers of transporters and cask trailers, not to exceed five each.

Interim progress milestones have been developed to provide for incremental fee payments. These incremental fee payments will be based on completed physical work products as follows:

1. Contractor shall earn \$1,000,000 in incremental fee for completion of:
 - a. site preparation, road construction, utility relocations, \$540,000 of incremental fee.
 - b. trench excavation, \$460,000 of incremental fee.
2. Contractor shall earn \$2,000,000 in incremental fee for completion of construction.

If ILAW disposal is provided by other than a newly constructed facility, then the Contractor shall provide to ORP a formal demonstration of readiness for disposal. If an alternate disposal path is utilized, the \$3,000,000 of incremental fee shall be reassigned to mutually agreed to milestones for the alternate disposal path.

Government Furnished Services/Items

ORP will respond to all contractor submittals (e.g., AB, SARs, BCRs) required to complete this activity within 30 days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

ORP will concur with the IP schedule for tank farm modifications and retrieval systems design and construction within 30 days of IP completion; and work with the contractor to gain approvals necessary to re-sequence and or revise project W-211 work activities. .

Commitments:

The Contractor shall:

- make fundamental changes in program logic and work performance,
- take actions to align Contractor organizations, work processes, etc. to achieve PBI outcomes,
- establish defensible technical, regulatory, and programmatic solutions,
- plan and lead all required internal and external discussions and interactions to achieve results incentivized in this PBI, and
- drive agreement within regulators and stakeholder groups for PBI outcomes.

The DOE-ORP will:

- work with the Contractor to gain reasonable access to the CSB vault area for construction activities consistent with project schedules.
- work with the Contractor to obtain Regulator approval to begin construction of the CSB modifications and ILAW disposal facility by March 2005.

- work with the Contractor to gain Regulator agreement to continue use of AP tank farm vent system without W-314 upgrades.
- work with the Contractor to gain Regulator agreement to continue use of SY tank farm transfer lines without E-525 upgrades.
- work with the Contractor to provide sufficient Line Item funding, within the FY03 ORP Budget Request, beginning in FY03 to support the accelerated schedule for design, procurement, and construction of retrieval and disposal systems.

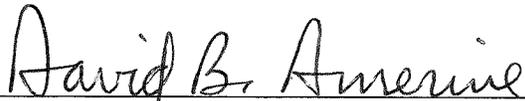
Definitions:

“Government Furnished Services/Items” are those work elements that the Department of Energy commits to perform to support the completion of this PBI. If DOE cannot provide GFS/I as described herein, then it shall be treated as a change in accordance with the clause entitled “Changes” in Section I of the contract.



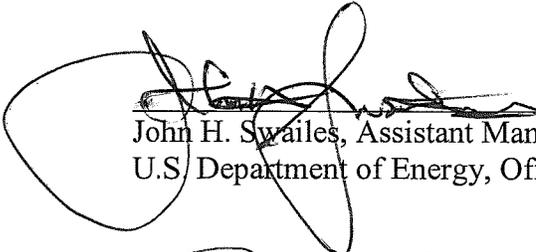
Edward S. Aromi, President and General
Manager, CH2M HILL Hanford Group, Inc.

9/30/02
Date



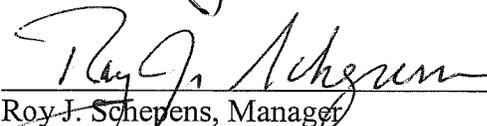
David B. Amerine, Executive Vice President
and Deputy General Manager
CH2M HILL Hanford Group, Inc.

9-30-02
Date



John H. Swailes, Assistant Manager for Tank Farms
U.S. Department of Energy, Office of River Protection

9/30/02
Date



Roy J. Schepens, Manager
U.S. Department of Energy, Office of River Protection

9/30/02
Date

PBI-3

PBI Title: Single-Shell Tank (SST) Retrieval and Closure

Performance Fee available and assigned to this PBI: \$32,000,000

ORP Manager:	ORP POC:	CHG Manager:	CHG POC:
J. Swailes	D. Noyes	D. Allen	R. Wilson, M. Jarayssi

Desired Endpoint/Outcome: Complete interim retrieval and closure activities that meet and/or exceed requirements established in the Hanford Federal Facility Agreement and Consent Order (HFFACO or TPA) M-45 Milestone Series. This work scope is inclusive of the M-45-00C-02-03 * change established in August 2002. The contractor is responsible for establishing the technical and regulatory pathway for tank farm retrieval and closure (including NEPA, M-45 requirements, 435.1 requirements, etc.). Additionally, the contractor will develop and demonstrate the retrieval and closure capability to accomplish the commitments in the Hanford Performance Management Plan (HPMP) including the use of risk-informed approaches to properly align the retrieval, residuals treatment, and closure approaches with the risk associated with the wastes in each tank.

Fee Payment Schedule:

Upon completion of each fee bearing milestone set forth herein, contractor will be paid either provisional fee or incremental fee, in accordance with the clause H.2 "Provisional and Incremental Payments of Fee." Whether a milestone entitles Contractor to provisional fee or incremental fee is set forth in the milestone discussions contained herein.

Fee Bearing Milestones:

1. Retrieve and Close M-45 High-Risk SSTs (S-112, S-102, C-104). (Performance Fee: \$4,500,000)

Retrieve and interim close "High-Risk" tanks as identified in the M-45 series milestones. Retrieval and interim closure actions will meet or exceed TPA schedule requirements. Items a through e below will entitle Contractor to incremental fee payments.

"Interim closure" shall have the meaning set forth in TPA milestone change request M-45-03-02 * ^{02 03 *}
~~for milestone M-45-00-C.~~

"Meeting or Exceeding" retrieval and interim closure requirements include, but are not limited to, removal of waste, closed system performance, and waste management area risk metrics.

- a. Complete retrieval of S-112 and earn \$1,000,000 of the above performance fee.
- b. Complete interim closure of S-112 and earn \$1,000,000 of the above performance fee.
- c. Complete retrieval of S-102 and earn \$1,000,000 of the above performance fee.
- d. Complete interim closure of S-102 and earn \$1,000,000 of the above performance fee.
- e. Complete retrieval of C-104 and earn \$500,000 of the above performance fee.

2. Remove Waste/Demonstrate Interim Closure of C-106 and Demonstrate Interim Closure of 4 Additional Low-Risk, Low-Volume Tanks (e.g., C-201, C-202, C-203, C-204). (Performance Fee: \$6,000,000)

Remove waste from C-106 to support Demonstration Interim Closure as defined in the M-45 series milestones (e.g. M-45-00C change request). Remove waste from four additional low-risk, low-volume interim closure demonstration tanks to the levels required for interim closure. Items a through c below will entitle Contractor to incremental fee payments.

- a. Complete removal of waste from C-106 to levels required for closure and earn \$1,000,000 of the above performance fee.
- b. Complete demonstration interim closure of C-106 and earn \$1,000,000 of the above performance fee.
- c. Complete demonstration interim closure of C-201, C-202, C-203, C-204 by 9/30/2004 earn \$1,000,000 in incremental fee for each tank interim closed (Total available - \$4,000,000).

Completion of interim closure for these 4 tanks is defined as the completion of necessary field project activities required by the approved Single Shell Tank closure plan consistent with HFFACO milestone M-45.

3. Interim Close Additional High Level Waste Tanks. (Performance Fee: \$19,000,000)

- a. Interim close additional high level waste tanks by 09/30/2006, earn \$1,000,000 of incremental performance fee for each tank.
- b. An incremental acceleration fee of \$2,000,000 per tank will be earned for tanks interim closed over and above 19 in this item and completion of interim tank closures in item 1 and 2 above.

Completion of interim closure is defined as the completion of necessary field project activities required by the approved Single Shell Tank closure plan consistent with HFFACO milestone M-45.

4. Interim close individual SST Tank Farms. (Performance Fee: \$2,000,000)

- a. Interim close individual SST Tank Farms in accordance with applicable requirements (e.g., HFFACO, DOEO 435.1, etc.) by 09/30/2006, earn \$1,000,000 incremental fee for each tank farm closed. (Total available - \$2,000,000).
- b. An incremental acceleration fee arrangement will be considered for tank farms closed over and above 2.

“Interim Close a Tank Farm” is defined as interim closing all SSTs in a Tank Farm, or interim closing all the SSTs in a Waste Management Area.

5. Complete interim stabilization of 244-AR vault. (Performance Fee: \$500,000)

a. Complete interim stabilization of 244-AR vault in accordance with M-45-11A by 09/30/03 and earn \$500,000.

Government Furnished Services/Items

Provide DOE review/approval of DOEO 435.1 deliverables within 60 days of receipt (30-day review/comment + 30 day final approval) except as specified below.

Provide DOE review/approval of TPA deliverables within 60 days of receipt (30-day review/comment + 30 day final approval) except as specified below.

ORP will respond to all other contractor submittals (e.g., AB, SARs, BCRs) required to complete this activity within 30 days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

DOE will review /approve the DOEO 435.1 Tier 1 Closure Plan and the Tier 2 Closure Plan (or equivalent) within 60 days of contractor submittal.

ORP will review /approve within 45 days all contractor submitted Performance Assessments.

ORP will approve all WIR determinations within 60 days of contractor submittal.

ORP will review/approve the Composite Analysis (1998) to support retrieval/closure activities.

ORP will initiate Closure Environmental Impact Statement (EIS) support activities accordingly to facilitate issuance of the EIS and the Closure Record of Decision (ROD), within the agreed to schedule.

Commitments:

The Contractor shall:

- make fundamental changes in program logic and work performance,
- take actions to align Contractor organizations, work processes, etc. to achieve PBI outcomes,
- establish defensible technical, regulatory, and programmatic solutions,
- plan and lead all required internal and external discussions and interactions to achieve results incentivized in this PBI, and
- drive agreement within regulators and stakeholder groups for PBI outcomes.

The DOE-ORP will:

- work with the Contractor and the Regulators to allow appropriate retrieval technology and to define the end point of retrieval activities necessary for interim closure on a risk basis.
- work with the Contractor and regulators to cause the redefinition of the SST retrieval sequence to allow the sequence of retrieval deemed necessary to meet milestones.
- work with the Contractor and regulators to allow composite Functions & Requirements Documents to bound similar waste and retrieval activities.
- work with the Contractor and regulators to allow minimal or no Leak Detection Monitoring and Mitigation requirements for each retrieval activity.
- work with the Contractor and regulators to allow in-process sampling to satisfy data requirements for risk assessments, retrieval, and closure activities.

Definitions:

“Government Furnished Services/Items” are those work elements that the Department of Energy commits to perform to support the completion of this PBI. If DOE cannot provide GFS/I as described herein, then it shall be treated as a change in accordance with the clause entitled “Changes” in Section I of the contract.

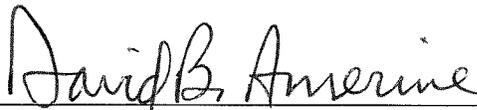
Signature Block



Edward S. Aromi, President and General
Manager, CH2M HILL Hanford Group, Inc.

9/30/02

Date



David B. Amerine, Executive Vice President
And Deputy General Manager
CH2M HILL Hanford Group, Inc.

9-30-02

Date

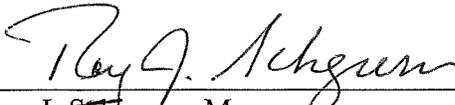


John H. Swaites, Assistant Manager for Tank Farms

9/30/02

Date

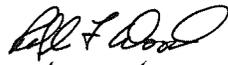
U.S. Department of Energy, Office of River Protection



Roy J. Schepens, Manager
U.S. Department of Energy, Office of River Protection

9/30/02
Date

* editorial changes per mood 1066, item m.


AL F. WOOD
LH2M HILL

Judith S. O'Connor
ORP
Contracting Officer

PBI-4

PBI Title: Supplemental Waste Treatment and Disposal

Performance Fee available and assigned to this PBI: \$7,000,000

ORP Manager:	ORP POC:	CHG Manager:	CHG POC:
John Swailes	Delmar Noyes	D. Allen	J. Kristofzski

Desired Endpoint/Outcome: The objective of this PBI is to cost-effectively retrieve, treat, and dispose of tank waste using non-WTP supplemental treatment techniques such that:

1. A net savings is achieved relative to the DOE established costs of treating the wastes via vitrification in the WTP,
2. All retrieved tank waste completes treatment by 2028 via a combination of supplemental non-WTP treatment and treatment in the WTP, and
3. Wastes with high sulfate, chromate, or other chemical constituents that limit overall waste loading in glass are preferentially treated outside the WTP resulting in higher net WTP throughputs and efficiencies.

Fee Payment Schedule:

Upon completion of each fee bearing milestone set forth herein contractor will be paid either provisional fee or incremental fee, in accordance with the clause H.2 "Provisional and Incremental Payments of Fee." Whether a milestone entitles Contractor to provisional fee or incremental fee is set forth in the milestone discussions contained herein.

Fee Bearing Milestones:

1. Treat and Disposition TRU and LAW. (Performance Fee: \$5,000,000)
 - a. The Contractor will earn \$5,000,000 in incremental fee for removal and treatment of 1,000,000 gallons by 9/30/06 of either TRU sludge or other low-level Tank Farms waste that can be removed from the tanks, treated, and disposed of as non High Level waste.
 - A minimum of 750,000 gallons of TRU materials shall be included in the 1,000,000 gallons required for completion of this item.
 - TRU type materials shall be treated and stored for eventual shipment to WIPP.
 - LAW type materials shall have been treated and disposed either on or off-site.
 - The waste form to be produced will not be HLW and will be classifiable as either low-level waste, low-level mixed waste, or TRU waste based upon the provisions, criteria, and definitions set forth in DOE M 435.1-1.
 - b. Incremental acceleration fee of \$800,000 shall be paid to the Contractor for each 100,000 gallons of additional waste that is retrieved and treated. Additional wastes can be either TRU

type materials or LAW type materials, with no restrictions on the balance between the waste types making up each 100,000 gallon increment.

2. Retrieve and Consolidate TRU Waste From DSTs. (Performance Fee: \$2,000,000)

a. The Contractor shall earn \$1,000,000 in incremental fee for each DST (up to a total of 2 DSTs) containing TRU that is retrieved to the extent economically practical for consolidation and the tank is subsequently released for other uses accelerating risk reduction and early closure, including SST retrieval, WTP feed delivery, and supplemental treatment.

Government Furnished Services/Items

Provide DOE review/approval of DOE O 435.1 deliverables within 60 days of receipt (30-day review/comment + 30 day final approval) except as specified below.

Provide DOE review/approval of TPA deliverables within 60 days of receipt (30-day review/comment + 30 day final approval) except as specified below.

ORP will respond to all other contractor submittals (e.g., AB, SARs, BCRs) required to complete this activity within 30 days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

ORP will review/approve determinations associated with TRU waste within 60 days of contractor submittal.

ORP will provide draft RH-TRU WIPP waste acceptance criteria to Contractor by 10/30/02.

DOE will work with the Contractor to accept TRU tank waste into existing site facilities for interim storage.

Commitments:

The Contractor shall:

- make fundamental changes in program logic and work performance,
- take actions to align Contractor organizations, work processes, etc. to achieve PBI outcomes,
- establish defensible technical, regulatory, and programmatic solutions,
- plan and lead all required internal and external discussions and interactions to achieve results incentivized in this PBI, and
- drive agreement within regulators and stakeholder groups for PBI outcomes.

The DOE-ORP will:

- work with the Contractor and regulators to allow minimal or no Leak Detection Monitoring and Mitigation requirements for each retrieval activity.

Definitions

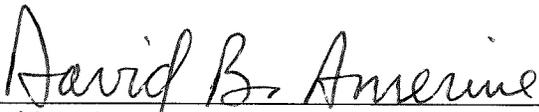
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Edward S. Aromi, President and General
Manager, CH2M HILL Hanford Group, Inc.

9/30/02

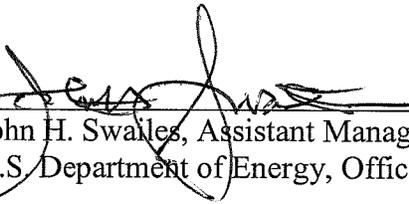
Date



David B. Amerine, Executive Vice President
And Deputy General Manager
CH2M HILL Hanford Group, Inc.

9-30-02

Date



John H. Swalles, Assistant Manager for Tank Farms
U.S. Department of Energy, Office of River Protection

9/30/02

Date



Roy J. Schepens, Manager
U.S. Department of Energy, Office of River Protection

9/30/02

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 45
2. AMENDMENT/MODIFICATION NO. M065	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352				(✓)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
					10B. DATED (SEE ITEM 13) September 30, 1999
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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

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:
Section I, Clause I.63, Changes - Cost Reimbursement (AUG 1987) Alternate III (APR 1984) and by Mutual Agreement

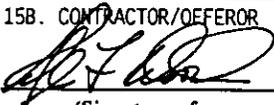
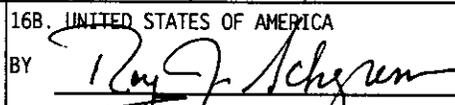
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return 2 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 make the following changes to Contract Section I, Clause I.133, and Section J table of contents page, Appendix B, Appendix C, Appendix J, and Appendix L:

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) Ralph F. Wood, Manager Prime Contract Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roy J. Schepens, Manager	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/6/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/22/02

Block 14 Continuation:

Description of the Change:

- a. Under Section I, Clause I.133, DEAR 970.5232-4, "Obligation of Funds (DEC 2000)," add the following information under the Fill-In Information column:

Add:
(c) 60,60 see letter 02-BMA-084 for further clarification.
- b. Under Section J, replace page J-i with the attached.
- c. Under Section J, delete Appendix B, "Advance Understanding on Personnel Costs, Policies and Procedures," and replace with the attached Appendix B, "Advance Understanding on Personnel Costs, Policies and Procedures," with an effective date of January 1, 2003 for full day absences, change to paid time off accrued amounts and the elimination of the Excused Absence (EA) day (excluding Bargaining Unit).
- d. In accordance with I.107 revise Section J, Appendix C, "DOE Directives," as follows:
 - 1) Delete DOE O 350.1 CRD, "Contractor Human Resources Management Programs," and replace with DOE O 350.1 Change 1 CRD, "Contractor Human Resources Management Programs."
 - 2) Delete DOE O 413.1, "Management Control Program," and replace with DOE O 413.1A, "Management Control Program."
 - 3) Delete DOE 1800.1A, "Privacy Act."
 - 4) Delete DOE 2320.2B, "Establishment of Departmental Position on Inspector General Reports."
 - 5) Delete DOE 5400.1, Change 1, "General Environmental Protection Program."
 - 6) Delete DOE 5400.5/1&2, "Radiation Protection of the Public and the Environment."
 - 7) Delete DOE N 5400.9, "Sealed Radioactive Source Accountability."
 - 8) Delete DOE 5480.11/1-3, "Radiation Protection for Occupational Workers."
 - 9) Delete HNF-SD-MP-SRID 001, Revision 2, "River Protection Project Standards/Requirements Identification Document," and replace with HNF-SD-MP-SRID 001, Last Approved Revision, "River Protection Project Standards/Requirements Identification Document."

- e. Under Section J, Appendix J, "Wage Determination Under the Service Contract Act," incorporate the attached Wage Determination No. 1994-2569, Revision 18.
- f. Under Section J, Appendix J, "Wage Determination Under the Service Contract Act," incorporate the attached Wage Determination No. 1999-0590, Revision 2, effective April 1, 2002 through March 31, 2005.
- g. Under Section J, Appendix L, "Site Service Manual, Revision 2," delete and replace with the attached Revision 3, retroactive to January 25, 2002.

Contractor's Statement of Release

The Contractor hereby releases the Government from any and all liability under this Contract for any further equitable adjustments attributable to the changes set forth above.

PART III - LIST OF DOCUMENTS EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Appendix	Title
A	Key Personnel
B	Advance Understanding on Personnel Costs, Policies and Procedures
C	DOE Directives
D	Performance Based Incentives
E	Guidance for Other Required Plans
F	Environment, Safety, and Health Budget Planning And Execution
G	Guidance for Preparation of Diversity Plan
H	Reserved
I	Small Business Subcontracting Plan (See Modification No. M021 [FY2000], M043 [FY 2001] M050 [FY 2002] and M054 [FY 2002])
J	Wage Determinations under the Service Contract Act
K	Special Bank Account Agreement (See Modification No. M028 and M043)
L	Site Service Manual, Revision 2 (See Modification No. M043 [Rev. 2], M065 [Rev. 3])
M	Davis-Bacon Wage Determination (See Modification 050)
N	Hanford Site Stabilization Agreement (See Modification 050)
O	Interface Documents Specific to WTP Interfaces

APPENDIX B - ADVANCE UNDERSTANDING ON PERSONNEL COSTS POLICIES AND PROCEDURES

JB.1 INTRODUCTION

This Advance Understanding sets forth the basis for determining the allowability of Contractor human resource management policies and related expenses that have cost implications under the Contract. This agreement is intended to cover the majority of the human resources costs incurred by the Contractor for work performed by employees assigned to work tasks authorized by the U.S. Department of Energy (DOE), Office of River Protection (DOE-ORP) in accordance with this Contract. Costs not specifically addressed in this advance understanding will be treated in accordance with applicable Federal Acquisition Regulation (FAR) cost principles.

The Contractor shall select, employ, manage, and direct the work force, and apply the policies set forth herein in general conformity with the methods used in the Contractor's private operations insofar as those methods are consistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer or designated representative. The Contractor recognizes that other data requests may be made from time to time and the Contractor agrees to cooperate in meeting such requests.

JB.2 GENERAL

Subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2 as supplemented by Department of Energy Regulation (DEAR) 931.2, and to the special conditions set forth below, personnel and related costs incurred for work under this contract by the Contractor in accordance with the Contractor's corporate-wide policies consistently and uniformly applied throughout the corporation's domestic operations, and approved by DOE-ORP, are allowable. Such policies will be summarized and submitted in the form of a Personnel Policies Manual applicable to this Contract by January 31, 2001.

Revisions to corporate-wide or contract-only policies and employee benefit plans which increase costs will be provided to DOE-ORP for review for allowability prior to incurrence of costs.

JB.3 DEFINITIONS

- (a) Contractor – CH2M HILL Hanford Group, Inc.
- (b) Credited Service – Length of service for employees shall mean employment with the Contractor or Major Subcontractors including recognized credited service with predecessor DOE Hanford Contractors. Service credit will be applied in accordance with this Contract and the Contractor's service credit policies regarding leave accrual, severance pay, and other benefit programs.
- (c) FAR – Federal Acquisition Regulation
- (d) Work Week – The basic (or regular) work week shall be 40 hours. Alternative work weeks may be established with the approval of the Contracting Officer. Submit all Proposed Alternative work weeks to the Contracting Officer for approval by April 1, 2001.

JB.4 DIRECT COMPENSATION

The Contractor shall submit its Compensation Program applicable to work under this Contract to the Contracting Officer for initial approval by April 1, 2001. Proposed Compensation Program design changes, which affect costs, will also be submitted for review and approval by the Contracting Officer.

(a) Administration of Wages and Salaries of Nonrepresented Employees

Administration of Wages and Salaries of Nonrepresented Employees shall be carried out in accordance with sound wage and salary administration principles and in a manner which shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by FAR Subpart 31.205-6.

Compensation Increase Plan – No later than November 1 of each salary program year, the Contractor will develop and justify, in a manner prescribed by the Contracting Officer, a Compensation Increase Plan for exempt employees and a Compensation Increase Plan for non-exempt non-bargaining employees for review and approval. ORP will review/comment and approve within 60 calendar days of submittal of this plan. The funds are calculated as a percentage of exempt and non-exempt, non-bargaining base payroll at the end of the prior salary year, expressed as an annualized amount. The plans will include a separate fund for retention and recruitment incentives as defined in the FAR.

All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase might remain in the fund.

The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

The dollar amounts of the funds shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

(2) Individual Employee Salary Approval – The base annual salary costs for employees of the Contractor designated as Key Personnel are reimbursable only to the extent each such salary has been approved on DOE Form 3220.5, *Application for Contractor Compensation Approval*, or other approved form, by the Contracting Officer.

The Contractor will provide supporting information with DOE Form 3220.5 (or other approved form) on all such compensation actions in advance of the effective date.

(3) Incentive Compensation, Bonuses and Project Assignment Allowances will not be allowable costs under this Contract unless specifically approved in advance by the Contracting Officer.

(4) Salary Structures – The Contractor shall establish separate salary structures containing position grades, classifications, and salary ranges for exempt and for

non-exempt, non-bargaining employees who are assigned to work on the Contract. The structures shall be submitted to the Contracting Officer for review and approval in advance of incurrence of costs and no later than January 31, 2001, and as required thereafter. No salary above the maximum of the salary range shall be allowable except in those cases where the Contracting Officer authorizes a "red circle" rate.

- (5) Overtime Control Plan – The Contractor shall submit to the Contracting Officer for approval an annual overtime control plan that includes at a minimum (1) an overtime premium fund (maximum dollar amount); (2) specific controls for casual overtime for nonexempt employees; and (3) an evaluation of alternatives to the use of overtime, no later than January 31 of each year of the Contract period for current fiscal year.

The Overtime Control Plan shall also include the following historical data for non-exempt and exempt employees:

- (i) Total cost of overtime;
- (ii) Total cost of straight-time;
- (iii) Overtime cost as a percentage of straight-time cost;
- (iv) Total overtime hours;
- (v) Total straight-time hours; and
- (vi) Overtime hours as a percentage of straight-time hours.

Exempt employees are not eligible for overtime pay except as approved by the Contracting Officer.

The Contractor shall submit to the Contracting Officer for approval any additional overtime premium funds or plan changes based on mission requirements.

The Contractor shall submit any request for an extended workweek to the Contracting Officer for approval. An extended workweek is a workweek regularly scheduled and established in excess of the basic workweek of 40 hours and for a period of more than four consecutive weeks.

Overtime pay shall be based on a 40-hour workweek.

Overtime work performed by employees of affiliate companies of the Contractor assigned to Contract work on a temporary basis, will be administered and paid in accordance with the policies of the affiliate.

- (6) Premium Pay - The Compensation Program shall contain provisions for any established premium payments to employees, such as overtime, shift differential and special qualification or certification pay.
- (7) Compensation Reports - The Contractor shall submit reports and information relating to the administration of wages, salaries and benefits as the Contracting Officer may require from time-to-time to evaluate the reasonableness of the Contractor's total compensation program.

(b) Compensation - Employee Welfare and Other Benefit Plans

(1) General

Net costs of employer payments for the following non-statutory employee benefit plans, as related to work under this Contract, are allowable subject to the limitations and conditions set out in FAR 31.2. The initial terms and conditions of the plans shall be submitted to and must be approved by the Contracting Officer. Copies of employee communications, such as Summary Plan Descriptions, shall be provided to DOE when issued. Costs incurred in the administration of the following plans are allowable:

- (i) Life Insurance (Basic, AD&D, Personal Accident, Dependent, other)
- (ii) Disability Plans (Short Term and Long Term)
- (iii) Medical Insurance Plan (Indemnity, HMO, PPO, other)
- (iv) Dental Insurance Plans
- (v) Vision Plan
- (vi) Retiree Medical and Life Insurance Plans

Other Benefit Plans

- (vii) Flexible Spending Account(s) and similar programs (e.g., VEBAs)
- (viii) Employee Assistance Program
- (ix) Other supplemental employee paid plans such as Group Universal Life, Long Term Care

(2) Separation Pay

- (i) The cost of separation pay allowances for employees with one (1) or more years of continuous service, who are involuntarily separated, will be allowable in accordance with the Contractor's policy. The initial policy, and any changes thereto which increase costs, require the approval of the Contracting Officer.
- (ii) In the event that responsibility for performance of work and services or operation of part or all of the government-owned facilities under this Contract (including standby protection and maintenance functions) is assumed by another Contractor or Government agency, employees who are transferred to the employ of, or who are offered employment within their same classification or at positions of comparable responsibility by such Contractor or agency, which employment will commence within thirty (30) days after being laid off, will not be paid any separation pay allowance.

- (3) FAS 106 Valuation – The Contractor will provide a copy of the FAS 106 Valuation to the DOE.

(c) Group Pension Plans

- (1) General – Costs of the Contractor's participation with other Hanford Site Contractors in the Operations and Engineering Pension Plan, and the Hanford Contractors Multi-Employer Pension Plan for Hanford Atomic Metal Trades Council (HAMTC) Represented Employees, or identical plans as approved by the Contracting Officer, will be allowable for the purpose of providing retirement benefits only to employees under the Contract, and former employees of predecessor Hanford Contractors, who are eligible to participate in one or the

other of the Plans in accordance with their terms. The Plans must be established and maintained as qualified defined benefit plans under the regulations of the Internal Revenue Code Service. The Plan and Trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of DOE. With respect to each of the plans, the parties agree as follows:

(2) Administration of the Plans

- (i) Costs of employer contributions incurred under the terms of said plans and costs incurred in the course of their administration are allowable to the extent approved by the Contracting Officer. At DOE request, the Contractor shall provide an itemization of costs incurred for administration. The plan fund, not the Contractor, shall be liable for costs incurred in the course of administration.
- (ii) The Contractor will provide to DOE copies of the following annual reports:
 - (A) Accounting reports and annual actuarial valuations. The reports and valuations will include at least the information specified in DOE Order 350.1, Chapter VI.
 - (B) DOL Form 5500 with schedules and attachments, as submitted to the Department of Labor each year.
 - (C) Financial Accounting Standards Board (FASB) Statement 87 Report. A copy of the FASB 87 report is prepared each year to satisfy the expense-reporting requirement of the Office of Management and Budget.

The final accounting period shall end with the effective date of Contract termination or expiration.

- (iii) Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act of 1974, amendments thereto, and any other applicable laws.
- (iv) The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each plan shall be no less than the minimum specified by IRC Section 412(b) nor greater than the tax-deductible limit specified by the IRC Section 404. All contributions to each pension fund shall equal the total amount currently attributable to participants in the plans. These contributions will be based on the actuarial valuation, as determined by the *Employee Retirement Income Security Act of 1974* (ERISA), as amended valuation for the most recent plan year. The fund shall be a trust.

- (v) If requested by DOE to do so, the Contractor will participate in pension plans established on a multiple or multi-employer basis applicable to some or all DOE prime cost-type Contractors on the Hanford Site.

The Contractor will take no action concerning the termination, merger, or spin-off or other action affecting the status of the plans as separate contract-only plans without the approval of the Contracting Officer.

- (vi) Unless otherwise required by federal law or resulting from the collective bargaining process, no amendment to any of the pension plans shall result in allowable costs under this contract if the adoption date of such amendment is later than twelve (12) months before the termination or expiration date of the Contract.

(3) Actions Required at Contract Termination or Expiration

- (i) No Replacement Contractor - In the event that the Contract expires or is terminated without a replacement contractor; all employee-accrued benefits are to become 100 percent vested immediately irrespective of the Plan's vesting schedule. All employees would receive benefits equivalent to the value of their vested portion consistent with ERISA, as amended.
- (ii) Replacement Contractor Situation - In the event of reassignment of all or a portion of the Contractor's work under this contract to a replacement Contractor(s) or upon termination or expiration of said contract followed by a replacement Contractor(s) the Contractor will assist DOE in the necessary arrangements for the replacement Contractor(s) to take over the plans, plan assets and plan liabilities. Such arrangements shall include preserving for these employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.
- (iii) Change of Plan Sponsor - The DOE shall have the unilateral right to change a plan sponsor upon termination or expiration of the Contract.
- (iv) Determination of Contract Service Pension Plan Assets and Liabilities
 - (A) Contract Service Assets - Contract Service Assets shall be determined in accordance with paragraph JB.4(c)(2)(ii)(A) above and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.
 - (B) Liabilities for Present and Future Benefits - The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.

- (4) Financial Requirements – Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer. The Contractor shall actively manage any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE until the successor trustee or DOE is able to assume stewardship of those assets.
- (5) Special Programs – The Contractor shall request DOE prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Such costs are unallowable until specifically approved by the Contracting Officer.

(d) Group Savings Plans

The Contractor will maintain two savings plans for employees who are eligible to participate in accordance with their terms; one plan for bargaining unit employees and one plan for non-bargaining employees (exempt and nonexempt). The plans must be established and maintained as qualified defined contribution plans under the regulations of the IRC. The plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of the Contracting Officer. With respect to the Plans, the parties agree as follows:

- (1) Costs of employer matching contributions incurred and accrued under the terms of the plans are allowable. The plan fund, not the Contractor, shall be liable for the costs incurred in the course of its administration.
- (2) The Contractor will provide DOE with annual accounting reports within seven months after the close of a plan year. In addition, a copy of IRS Form 5500 will be provided to DOE each year when prepared by the Contractor.
- (3) Employee forfeitures of accrued benefits shall be in accordance with the terms of the Plan and such forfeitures shall be used to reduce Contractor contributions made on behalf of remaining participating employees.
- (4) In the event of Contract expiration or termination, the Contractor, if requested by DOE to do so, will transfer to a replacement Contractor the Plan, plan assets and plan liabilities.
- (5) The Contractor will take no action concerning termination, merger, spin-off, or other action affecting the status of the plans as separate, contract-only plans without the approval of DOE.

(e) Paid Absences

- (1) Personal Time Off – A Personal Time Bank (PTB) is established for eligible employees. Absences for leisure time off, personal time off, time away from work due to illness or injury, family emergencies or medical/dental appointments will be charged to the employee's PTB account if the employee wishes to receive pay for the absence. Non-exempt salaried employees will charge PTB for the above time off per FLSA requirements and Contractor PTB procedure as approved by Contracting Officer.
 - (i) Eligible Employee: Regular full-time or part-time exempt and salaried non-exempt employees.

- (ii) Pay Rate: Hours taken as time off will be paid at the employee's base salary rate in effect at the time of absence.
- (iii) Composition: Accrual rates will include the following:
 - (iv) Vacation:

0-5 years service	80 hrs/yr
>5 years service	120 hrs/yr
>10 years service	160 hrs/yr
>20 years service	200 hrs/yr
 - (v) Sick/Personal:

Exempt	40 hrs/yr
Salaried non-exempt	56 hrs/yr
 - (vi) Time Not Included: Absences for the following will not be taken from an employee's PTB account: Death in the family (up to 5 days per event), excused absence (EA) time (8 hours per year for salaried nonexempt employees who work north of the Wye Barricade), jury duty, military, road conditions, plant injury, volunteerism, and miscellaneous absences as defined in the PTB Policy.
 - (vii) Cash Out Provision: During periods of active service, eligible employees may request partial cash out of accrued PTB hours.
 - (A) Employees will be allowed one cash out in a calendar year except in those cases where the employee is terminating.
 - (B) At least 120 hours must remain in the employee's account after the cash out.
 - (C) The maximum hours which may be cashed out in a calendar year are 120 hours in 2000 and thereafter.
 - (D) The rate of cash out will be at the base salary at the time of cash out. Cash out will be in one-hour increments.
 - (E) Employees may opt to put the cash directly into their after-tax Savings Plan account.
 - (viii) Maximum PTB Hours: An employee may accumulate up to a maximum number of PTB hours as follows:
 - (A) In 2001 and thereafter – 1000 hours

(2) EXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2003 and thereafter</u>
0-5 years of service	4.615
5-10 years of service	6.154
10 to 20 years of service	7.692
More than 20 years of service	9.231

(3) SALARIED NONEXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2003 and thereafter</u>
0-5 years of service	5.231
5-10 years of service	6.769
10-20 years of service	8.308
More than 20 years of service	9.846

- (f) Holidays: There shall be nine (9) days per calendar year designated as Facility Closure days. These shall be paid as full day absences. The nine approved facility closure days are: New Year's Day, President's Day*, Memorial Day*, July 4th, Labor Day, Thanksgiving Day, Friday After Thanksgiving, December 24 and Christmas Day. *These days are observed on the day specified by Federal Law
- (g) Applicable Collective Bargaining Agreement shall cover bargaining unit personnel.
- (h) The Contractor shall submit a report one year plus 30 days after the implementation of the revised PTB policy. The report will address requirements set forth in ORP letter 02-AMIC-082.
- (i) Corporate Employees
Certain employees of the Contractor transferred from an affiliate to work under the Contract may continue to participate in their corporate group insurance, pension and savings, and severance pay plans. Costs for such continued participation while assigned to work under the Contract shall be billed to the Contract pursuant to applicable FAR cost principles and/or Cost Accounting Standards. DOE shall have no further obligation for costs incurred by the parent organizations on behalf of such employees after reassignment or termination from Contract work.

JB.5 TRAVEL AND RELOCATION COSTS

Necessary and reasonable expenses incurred by employees and prospective employees for travel and relocation at the request of the company in connection with work under this Contract are allowable, subject to applicable provisions of FAR Subpart 31.2. Project Assignment Allowances and outbound relocation costs upon termination or expiration are unallowable. In accordance with these regulations, Contractor employees transferred from corporate entities will be administered under the Contractor's common Relocation and Travel policies, which are subject to the review and approval of the Contracting Officer.

JB.6 COLLECTIVE BARGAINING AGREEMENTS

The Contractor will consult with DOE on all parameters before and during negotiations.

JB.7 WORK FORCE RESTRUCTURING

The Contractor will comply with the requirements of the applicable Hanford Site Work Force Restructuring Plan, which implements Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993*. Costs associated with the implementation shall be allowable for those activities described in the applicable Plan

JB.8 EMPLOYEE MORALE, RECREATION, SERVICE AWARDS, AND WELFARE PROGRAMS

Costs incurred for such programs are allowable in an amount not to exceed thirty-five dollars (\$35.00) per employee per year.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

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

William W.Gross
Director

Division of Wage
Determinations

Wage Determination No.: 1994-2569
Revision No.: 18
Date of Last Revision: 07/26/2002

States: Oregon, Washington

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

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9 .21
Accounting Clerk II	10 .07
Accounting Clerk III	11 .67
Accounting Clerk IV	15 .25
Court Reporter	12 .35
Dispatcher, Motor Vehicle	12 .50
Document Preparation Clerk	10 .34
Duplicating Machine Operator	10 .34
Film/Tape Librarian	11 .04
General Clerk I	8 .06
General Clerk II	8 .98
General Clerk III	10 .52
General Clerk IV	11 .79
Housing Referral Assistant	16 .17
Key Entry Operator I	9 .58
Key Entry Operator II	10 .46
Messenger (Courier)	7 .93
Order Clerk I	9 .16
Order Clerk II	10 .99
Personnel Assistant (Employment) I	10 .46
Personnel Assistant (Employment) II	11 .74
Personnel Assistant (Employment) III	13 .13
Personnel Assistant (Employment) IV	15 .67
Production Control Clerk	14 .74
Rental Clerk	11 .04

Scheduler, Maintenance	12 .57
Secretary I	12 .28
Secretary II	13 .73
Secretary III	16 .38
Secretary IV	18 .36
Secretary V	20 .32
Service Order Dispatcher	12 .71
Stenographer I	10 .27
Stenographer II	12 .38
Supply Technician	18 .36
Survey Worker (Interviewer)	11 .84
Switchboard Operator-Receptionist	9 .93
Test Examiner	13 .73
Test Proctor	13 .73
Travel Clerk I	11 .25
Travel Clerk II	12 .08
Travel Clerk III	12 .91
Word Processor I	9 .84
Word Processor II	11 .05
Word Processor III	12 .36

Automatic Data Processing Occupations

Computer Data Librarian	9 .14
Computer Operator I	11 .56
Computer Operator II	14 .27
Computer Operator III	18 .04
Computer Operator IV	20 .86
Computer Operator V	22 .37
Computer Programmner I (1)	16 .46
Computer Programmer II (1)	19 .44
Computer Programmer III (1)	23 .06
Computer Programmer IV (1)	27 .62
Computer Systems Analyst I (1)	21 .49
Computer Systems Analyst II (1)	25 .22
Computer Systems Analyst III (1)	27 .08
Peripheral Equipment Operator	12 .29

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	18 .71
Automotive Glass Installer	16 .84
Automotive Worker	16 .84
Electrician, Automotive	17 .78
Mobile Equipment Servicer	14 .95

Motor Equipment Metal Mechanic	18 .71
Motor Equipment Metal Worker	16 .84
Motor Vehicle Mechanic	18 .71
Motor Vehicle Mechanic Helper	14 .00
Motor Vehicle Upholstery Worker	15 .88
Motor Vehicle Wrecker	16 .84
Painter, Automotive	17 .78
Radiator Repair Specialist	16 .84
Tire Repairer	14 .44
Transmission Repair Specialist	18 .71

Food Preparation and Service Occupations

Baker	15 .66
Cook I	13 .97
Cook II	15 .66
Dishwasher	9 .89
Food Service Worker	9 .89
Meat Cutter	15 .66
Waiter/Waitress	11 .04

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	17 .78
Furniture Handler	11 .71
Furniture Refinisher	17 .78
Furniture Refinisher Helper	14 .00
Furniture Repairer, Minor	15 .88
Upholsterer	17 .78

General Services and Support Occupations

Cleaner, Vehicles	9 .89
Elevator Operator	10 .88
Gardener	15 .35
House Keeping Aid I	8 .76
House Keeping Aid II	9 .89
Janitor	10 .88
Laborer, Grounds Maintenance	12 .13
Maid or Houseman	8 .77
Pest Controller	16 .25
Refuse Collector	10 .88
Tractor Operator	14 .51
Window Cleaner	12 .14

Health Occupations

Dental Assistant	12 .23
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11 .84
Licensed Practical Nurse I	11 .02
Licensed Practical Nurse II	12 .36
Licensed Practical Nurse III	13 .83
Medical Assistant	11 .24
Medical Laboratory Technician	12 .36
Medical Record Clerk	12 .36
Medical Record Technician	13 .54
Nursing Assistant I	7 .63
Nursing Assistant II	8 .57
Nursing Assistant III	9 .35
Nursing Assistant IV	10 .49
Pharmacy Technician	12 .19
Phlebotomist	12 .36
Registered Nurse I	15 .84
Registered Nurse II	19 .39
Registered Nurse II, Specialist	19 .39
Registered Nurse III	23 .46
Registered Nurse III, Anesthetist	23 .46
Registered Nurse IV	28 .10

Information and Arts Occupations

Audiovisual Librarian	16 .29
Exhibits Specialist I	14 .11
Exhibits Specialist II	16 .84
Exhibits Specialist III	18 .48
Illustrator I	14 .11
Illustrator II	16 .84
Illustrator III	18 .48
Librarian	21 .01
Library Technician	12 .35
Photographer I	13 .15
Photographer II	16 .89
Photographer III	18 .48
Photographer IV	20 .50
Photographer V	22 .76

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	8 .15
Counter Attendant	8 .15
Dry Cleaner	9 .11
Finisher, Flatwork, Machine	8 .15

Presser, Hand	8 .15
Presser, Machine, Drycleaning	8 .15
Presser, Machine, Shirts	8 .15
Presser, Machine, Wearing Apparel, Laundry	8 .15
Sewing Machine Operator	10 .80
Tailor	11 .83
Washer, Machine	8 .89

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	17 .78
Tool and Die Maker	21 .55

Material Handling and Packing Occupations

Forklift Operator	11 .50
Fuel Distribution System Operator	14 .96
Material Coordinator	13 .76
Material Expediter	13 .76
Material Handling Laborer	9 .23
Order Filler	11 .28
Production Line Worker (Food Processing)	12 .34
Shipping Packer	11 .23
Shipping/Receiving Clerk	10 .69
Stock Clerk (Shelf Stocker; Store Worker II)	11 .33
Store Worker I	9 .17
Tools and Parts Attendant	12 .32
Warehouse Specialist	12 .76

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	18 .66
Aircraft Mechanic Helper	14 .00
Aircraft Quality Control Inspector	19 .68
Aircraft Servicer	15 .88
Aircraft Worker	16 .84
Appliance Mechanic	17 .78
Bicycle Repairer	14 .44
Cable Splicer	18 .71
Carpenter, Maintenance	17 .78
Carpet Layer	16 .84
Electrician, Maintenance	20 .13
Electronics Technician, Maintenance I	16 .75
Electronics Technician, Maintenance II	20 .50
Electronics Technician, Maintenance III	21 .58
Fabric Worker	15 .88

Fire Alarm System Mechanic	18 .71
Fire Extinguisher Repairer	14 .95
Fuel Distribution System Mechanic	18 .71
General Maintenance Worker	16 .84
Heating, Refrigeration and Air Conditioning Mechanic	18 .71
Heavy Equipment Mechanic	20 .02
Heavy Equipment Operator	16 .64
Instrument Mechanic	18 .71
Laborer	9 .89
Locksmith	17 .78
Machinery Maintenance Mechanic	18 .71
Machinist, Maintenance	18 .71
Maintenance Trades Helper	14 .00
Millwright	18 .71
Office Appliance Repairer	17 .78
Painter, Aircraft	17 .78
Painter, Maintenance	17 .78
Pipefitter, Maintenance	21 .52
Plumber, Maintenance	20 .45
Pneudraulic Systems Mechanic	18 .71
Rigger	18 .71
Scale Mechanic	16 .84
Sheet-Metal Worker, Maintenance	18 .71
Small Engine Mechanic	16 .84
Telecommunication Mechanic I	19 .18
Telecommunication Mechanic II	20 .17
Telephone Lineman	18 .71
Welder, Combination, Maintenance	18 .71
Well Driller	18 .71
Woodcraft Worker	18 .71
Woodworker	14 .95

Miscellaneous Occupations

Animal Caretaker	12 .19
Carnival Equipment Operator	13 .21
Carnival Equipment Repairer	14 .11
Carnival Worker	9 .89
Cashier	8 .22
Desk Clerk	9 .13
Embalmer	17 .93
Lifeguard	9 .42
Mortician	17 .93
Park Attendant (Aide)	11 .84

Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8 .66
Recreation Specialist	12 .64
Recycling Worker	14 .39
Sales Clerk	10 .30
School Crossing Guard (Crosswalk Attendant)	10 .88
Sport Official	8 .95
Survey Party Chief (Chief of Party)	17 .04
Surveying Aide	10 .70
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14 .65
Swimming Pool Operator	16 .20
Vending Machine Attendant	13 .52
Vending Machine Repairer	16 .20
Vending Machine Repairer Helper	13 .52
Personal Needs Occupations	
Child Care Attendant	9 .13
Child Care Center Clerk	12 .40
Chore Aid	9 .10
Homemaker	13 .13
Plant and System Operation Occupations	
Boiler Tender	18 .77
Sewage Plant Operator	20 .52
Stationary Engineer	18 .77
Ventilation Equipment Tender	18 .71
Water Treatment Plant Operator	17 .71
Protective Service Occupations	
Alarm Monitor	12 .57
Corrections Officer	18 .00
Court Security Officer	19 .14
Detention Officer	18 .00
Firefighter	18 .02
Guard I	9 .61
Guard II	12 .07
Police Officer	23 .61
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15 .51
Hatch Tender	15 .51
Line Handler	15 .51
Stevedore I	13 .98
Stevedore II	16 .38

Air Traffic Control Specialist, Center (2)	28 .21
Air Traffic Control Specialist, Station (2)	19 .46
Air Traffic Control Specialist, Terminal (2)	21 .43
Archeological Technician I	13 .46
Archeological Technician II	15 .04
Archeological Technician III	18 .64
Cartographic Technician	21 .05
Civil Engineering Technician	19 .39
Computer Based Training (CBT) Specialist/ Instructor	22 .47
Drafter I	10 .83
Drafter II	12 .17
Drafter III	15 .64
Drafter IV	18 .64
Engineering Technician I	13 .26
Engineering Technician II	14 .88
Engineering Technician III	17 .97
Engineering Technician IV	21 .05
Engineering Technician V	26 .52
Engineering Technician VI	35 .66
Environmental Technician	16 .49
Flight Simulator/Instructor (Pilot)	23 .38
Graphic Artist	19 .54
Instructor	18 .88
Laboratory Technician	15 .69
Mathematical Technician	18 .31
Paralegal/Legal Assistant I	13 .37
Paralegal/Legal Assistant II	16 .51
Paralegal/Legal Assistant III	18 .39
Paralegal/Legal Assistant IV	24 .43
Photooptics Technician	20 .14
Technical Writer	17 .05
Unexploded (UXO) Safety Escort	17 .93
Unexploded (UXO) Sweep Personnel	17 .93
Unexploded Ordnance (UXO) Technician I	17 .93
Unexploded Ordnance (UXO) Technician II	21 .70
Unexploded Ordnance (UXO) Technician III	26 .01
Weather Observer, Combined Upper Air and Surface Programs (3)	15 .69
Weather Observer, Senior (3)	17 .44
Weather Observer, Upper Air (3)	15 .69
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13 .40
Parking and Lot Attendant	8 .86

Shuttle Bus Driver	12 .63
Taxi Driver	11 .88
Truckdriver, Heavy Truck	14 .75
Truckdriver, Light Truck	11 .48
Truckdriver, Medium Truck	12 .18
Truckdriver, Tractor-Trailer	14 .75

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

William W.Gross
Director

Division of Wage
Determinations

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

Wage Determination No.: 1999-0590

Revision No.: 2

Date of Last Revision: 09/25/2002

State: Washington

Area: Washington County of Benton

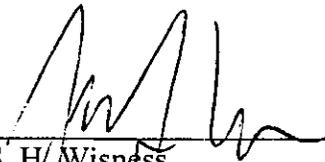
Employed on U. S. Department of Energy contracts for Waste Treatment and Immobilization services.

Collective Bargaining Agreement between CH2M Hill Hanford Group, Inc. and Hanford Atomic Metal Trades Council, AFL-CIO effective April 1, 2002 through March 31, 2005.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

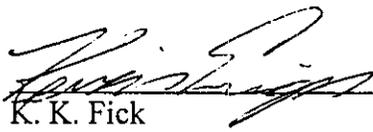
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Site Services Manual
Rev. 3



S. H. Wisness
U.S. Department of Energy
Richland Operations Office

1/25/02
Date



K. K. Fick
Office of River Protection

1/25/02
Date



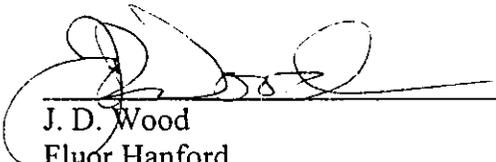
S. L. Feaster
Bechtel Hanford, Inc.

1/25/02
Date



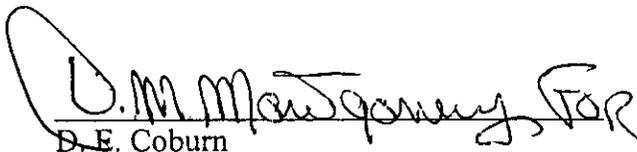
M. D. Ebben
CH2M Hill Hanford Group, Inc.

1/25/02
Date



J. D. Wood
Fluor Hanford

1/25/02
Date



D. E. Coburn
Battelle

1-25-02
Date

The above signatures represent agreement by the Site Services Board members as to current Site Service Configuration. Formal implementation of this manual will be through Contracting Officer direction.

1.0 DOE Hanford Site Services Overview

Hanford Site Services support the mission and the associated activities assigned to the Hanford Site. A Site Service is defined as work related to the Hanford facilities and program support functions, which are not solely dedicated to one program and can be routinely utilized by more than one contractor. Service providers shall ensure that services are available as needed. In addition DOE may make cost effective Hanford Site Services available to other federal entities, other DOE sites, commercial entities, and may also obtain services from other similar entities.

Providers of Hanford Site Services are selected as the best organizations available with the requisite managerial ability and technical expertise within the area for which they are contracted. They are expected to focus on the integration of their services with Site mission requirements, provide the best value to DOE, and partner with their employees to ensure a safe and productive work environment.

In keeping with these expectations and to ensure Site-wide cost effective management of the services, DOE mandates that the services contractually provided by each service provider will not be duplicated by any other organizational entity on the Hanford Site unless such duplication has been determined by DOE to be in the best interests of the government.

Services that are available for use and are not utilized by all Site contractors are listed in Appendix B. These services are available but do not fall under the guidance of this manual. Service providers may contact the Site Services Board to request that their services be placed on this list.

2.0 Site Services Board

The Site Services Board is established to help DOE effectively manage all Hanford Site Services. The Board will ensure key deliverables are provided to facilitate all planning/budgeting processes and will also provide a forum for dispute resolution. Membership of the Board will consist of a member from each Hanford DOE prime contractor. The DOE-RL Office of Site Services Director will chair the Board along with a co-chair from DOE-ORP. This board will make decisions pertaining to instituting new Site Services, requesting Site Service exceptions, and removing existing Site Services. As an on-going effort, the Site Services Board will perform comprehensive reviews of individual services. Sub-teams may be formed to perform this review.

3.0 The Manual

This document identifies those services that have been identified as mandatory site services versus non-mandatory services that are obtained from other sources in support of Hanford Site missions.

This Hanford Site Services Manual (SSM) lists the Site Services available and the service providers who are responsible for providing the services. Use of the SSM is mandatory through Contracting Officer direction. All Hanford Site contractors who require services must obtain such services from the preferred Service Provider as delineated in Appendix A. The scope of many of the Site Services with designated preferred providers is further defined in enabling documentation not included in the SSM. The DOE Office of Site Services is the RL coordinator for Hanford Site Services and manager for the SSM.

4.0 Obtaining Site Services

Organizations may obtain Site Services by preparing an appropriate enabling document such as a Service Level Agreements, Memorandum of Agreement, Contract Release, Work Order, Customer Service Agreement, Procurement Request, or Letter of Instruction for issue to the contractor providing the Service (service provider). Annual service agreement documents are a preferred methodology for obtaining Site Services and should be negotiated in a manner that supports the requirements-based budgeting process. All requests for services other than emergency services shall be signed by an authorized individual of the requesting organization and must identify viable funding sources.

The requesting organization is responsible for scope definition, quality verification and oversight. The service provider is responsible for ensuring that necessary requirements are met.

5.0 Budget/Planning Process

Delivery of Site Services in a cost effective manner requires integration with site projects and a systematic approach to planning for the utilization of resources.

Projects should utilize data available in each Contractor's current and out year planning forecast to prepare a draft of their planning year work scope. From this draft work scope the projects, in conjunction with the service providers, will identify the level of service requested.

The service provider should develop an enabling document that provides an indication of funding requirements, total resource requirements, and associated work scope deliverables that must be met.

6.0 Mandatory Site Service Definition

Mandatory Site Service: A service that is required by contract, is used by more than one prime contractor and meets at least one of the following criteria:

- 1) Demonstrates proven cost savings
- 2) Requires a large capital investment
- 3) Requires unique or specialized capability
- 4) Improves safety
- 5) Is DOE/Site Services Board directed.

7.0 Instituting New Site Services

Contractors shall not institute new Site Services for use by themselves or other contractors without written authorization from DOE. Requirements for new Site Services – i.e., for Site Services not already available on the Hanford Site – shall be presented to the Site Services Board for coordination and determination of best placement among existing service providers.

8.0 Requesting Mandatory Site Services Exceptions

Requests for an exception to obtaining a Mandatory Site Service from a provider, along with supporting evidence showing why the exception is in the best interest of the government, should be sent to the Site Services Board.

When exceptions are granted, the affected Site Services Appendices will be updated and distributed to all Board members.

9.0 Site Service Complaints

Contractors with a complaint regarding a Site Service should first address complaints to the responsible service provider. If the response is inadequate and resolution cannot be obtained, then the requesting contractor should submit a resolution request to the Site Services Board.

10.0 Costs

All cost allocation methodologies and cost issues will be referred to the Site Finance Board for resolution.

11.0 Service Requester/Provider Agreements

Contractors requesting Site Services and contractors providing such services are expected to jointly develop appropriate enabling documents to which both parties agree. Such documents are normally developed between prime contractors and the agreements reached thereby flow down into their respective organizations.

12.0 “Grand-parenting” Services

Contractors authorized to be “Grand-parented” (also known as “Grandfathered”) to continue to self-perform or continue to procure offsite services that have been deemed a Mandatory Service are indicated in the Appendix A. Any changes to this status will be processed in the same way as an exception (see Section 8.0).

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APPENDIX A

Site Services

Services provided are listed in this Appendix. Each site service includes a brief description, the lead contractor responsible for the service, the preferred service provider, and the DOE Office that has cognizance of the service.

Abbreviations

The following abbreviations are used to indicate DOE offices, contractors and providers responsible for each site service element.

DOE Offices

*AED	Analysis & Evaluation Division
*AMRC	Office of Assistant Manager for River Corridor
*AMCP	Office of Assistant Manager for Central Plateau
*AMSE	Office of Assistant Manager for Safety and Engineering
*AMT	Office of Associate Manager for Science and Technology
HQ OCI	Headquarters Office of Counter-Intelligence
*IPI	Office of Intergovernmental, Public and Institutional Affairs
**ORP	Office of River Protection
*OSS	Office of Site Services
*OTS	Office of Training Services and Asset Transition
*RCA	Regulatory Compliance & Analysis Division
*RL	U.S. Department of Energy, Richland Operations Office
*SES	Office of Security & Emergency Services

* RL ** ORP

Contractors and Service Providers

AT&T	AT&T Wireless Services	FH	Fluor Hanford, Inc.
	Battelle	HEHF	Hanford Environmental Health Foundation
BHI	Bechtel Hanford, Inc.	JCI	Johnson Controls, Inc.
BCSO	Benton County Sheriff's Office	LMSI	Lockheed Martin Services, Inc
BPA	Bonneville Power Administration		Unitech
	Cogema	PTH	Protection Technology Hanford
CHG	CH2M HILL Hanford Group, Inc.	QWEST	QWEST Communications
	Energy Northwest		

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List of Mandatory Site Services

<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
300 Area Backup Power	Provides operation and maintenance of standby power generating stations. Provides 10 to 30 minute response capability to ensure one nuclear facility in the 300 Area is compliant with SAR requirements.	FH	FH	OSS	
Acceptance Inspection (AI)	Perform Government acceptance of construction projects for the Department of Energy. Performs National Electrical Codes Safety Inspection.	FH	FH	AMSE	Battelle, BHI
Access Control Entry System (ACES)	Provides projects with expertise regarding the overall administration, coordination, and oversight for the site level dosimetry and access control; and technical expertise, management, and administration to conduct requirement based radiation protection program activities.	FH	FH	AMSE	Battelle
Analytical Sample Analysis	FH provides a full range of organic, inorganic, and radiochemical analytical capabilities. Highly radioactive samples are analyzed at the 222-S Laboratory in support of tank waste characterization, retrieval, and pretreatment, and other site projects. The Waste Sampling and Characterization Facility supports all major site programs and projects with the analysis of process control accredited environmental and accredited industrial hygiene, environmental, and industrial hygiene samples with low radioactivity levels. FH operates the Sample Management Office for DOE-RL and has commercial laboratories under contract to support specific analytical needs.	FH	FH	OSS	
Aviation Oversight	Provides coordination and control of aviation activities. Ensures Site compliance with FAA rules for hazards to aviation.	Battelle	Battelle	AMT	

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Badging	The Central Badging Office (CBO) processes and accounts for permanent security badges for employees, contractors, visitors, vendors and others as well as administering the Hanford Site temporary (self-expiring) security badge program. The CBO issues badges for foreign nationals and verifies security clearance levels for cleared visitors from other DOE sites.	FH	PTH	SES	Battelle
Biohazard Cleanup	Provides direction and supervision of the cleanup of blood borne pathogen spills, and bird, bat, rodent disease control cleanup.	FH	FH	OSS	BHI Battelle (Laboratory)
Calibration Laboratory	Provides for the calibration of laboratory equipment and instrument calibrations. Instrument calibrations are outsourced to Energy Northwest. Work scope includes Measuring and Test Equipment (M&TE) that requires calibration to meet quality, safety or compliance requirements. Work is accomplished in compliance with the Energy Northwest contract and National Calibration Standard Z540 (ANSI/NCSL Z540-1-1994, Calibration Laboratories and Measuring and Test Equipment – General Requirements). Provides NIST traceability; document control; quality records; training and qualifications; proper shipment care and storage of M&TE; calibration ratios, range and tolerances; laboratory management; quality assurance, and in situ calibration services.	FH CHG	FH Energy NW	OSS OSS	Battelle
Calibration of Radiological Instruments	Provides for the calibration of hand held and small portable radiological instruments.	Battelle	Battelle	AMT	
Centralized Consolidated Recycling Center (CCRC)	Provides waste minimization / pollution prevention (WM/P2) support to the Hanford Site through the management and operation of the Centralized Consolidation/Recycling Center (CCRC). <i>The Management Plan for Recyclable Materials Administered by Hanford's Centralized Consolidation/Recycling Center</i> , HNF-EP-0863, Rev. 1 describes the process and requirements for recyclable materials. Only recyclable materials managed in accordance with HNF-EP-0863, Rev. 1 will be accepted at the CCRC. Other methods for management of recyclable materials are not part of this service. The following materials are aggregated for recycling at CCRC: aerosol products; mercury and mercury containing equipment; universal waste lamps and batteries; crushed fluorescent lamps; lead-acid batteries; electric ballasts or capacitors; used shop towels; used oil, and spent antifreeze. The program seeks to minimize hazardous waste disposal whenever possible through reuse of chemicals and/or recycling performed by off-site vendors.	FH	FH	OSS	

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
City of Richland Water, Sewer and Sanitation Services	City of Richland provides water, sewer and sanitation services.	DOE		OSS	
Compressed Air Generation 300 Area	Maintains and operates the 300 Area centralized Air Compressors for 20 major facilities.	DOE	JCI	OSS	
Compressed Air Distribution 300 Area	Maintains and supervises the 300 Area Compressed Air Distribution system from centralized air compressors to the serviced facilities.	FH	FH	OSS	
Computerized Accident/Incident Reporting System (CAIRS) Database Administration	Provides database reporting for all OSHA reportable cases, traffic incidents and property damage events.	FH	FH	AED	
Counter-Intelligence	Provides detection and increased employee awareness of potential site-specific intelligence threats directed against Site employees, information, facilities, and technologies, conducts pre and post visit briefings with employees who visit sensitive countries, trains employees who will host or escort foreign national visitors from sensitive countries, and interviews Site employees who report any contact with individuals from sensitive countries or any contact with individuals seeking unauthorized access to classified matter or special nuclear materials.	DOE HQ OCI	Battelle DOE HQ OCI	DOE HQ OCI	
Courier Services	Provides support for priority/emergency documents and materials including, but not limited to, payroll, cost accounting and accounts payable data. Provides support to the medical aid stations in transporting serum blood samples, medical supplies and x-rays, pickup and delivery of the Site's 600 instruments being calibrated, transport of new and used office machines as well as machines to and from repair facilities, and pickup and shredding of classified documents.	FH	FH	OSS	
Crane and Rigging	Provides management, administrative, and planning and scheduling support to Crane and Rigging Operations for movable cranes. Coordinates rental and movement of 20 cranes ranging from 9 ton to 250-ton capacity. Provides support to all preventive maintenance inspections and schedules necessary repairs; technical support and guidance in the procurement of hoisting and rigging	FH	FH	OSS	BHI Battelle (Fixed Cranes)

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Custodial Services	Supports the cleaning of occupancy pool and non-contaminated programmatic facilities. equipment; critical lift planning (developing alternative and innovative methods for lifting and scaffolding tasks); and support to supervision of crane crews, riggers (perform complex rigging, ironwork, and scaffold erection and dismantling), crane operators, and drivers (perform heavy hauling and forklift operations).	FH	FH	OSS	BHI Battelle CHG (2704HV, 2750E - conditional through 2003)
Desktop Services	Provides for computer maintenance, software, computer network, business machine repair, computer support, redeployment of computer hardware, integration, and related services.	FH	LMSI	OSS	BHI, Battelle
Dosimetry	Provides services related to the monitoring and assessment of employee exposure to radiation at the Site.	Battelle	Battelle	OSS	
Electric Power for 100/200/300	Provides interface with BPA for utility services.	DOE	BPA	OSS	
Electric Power for the 700/1100/3000 Areas	The City of Richland provides electrical power and services.	DOE		OSS	
Electrical Utilities	Provides for operation and maintenance of the Hanford electrical transmission and distribution system from a central electrical Dispatch Center. Provides preventive, predictive and corrective maintenance for the Hanford site electrical system. Maintenance functions include system inspections, high voltage testing, calibrations, repairs, relamping and troubleshooting, focusing on system protection systems. Provides electrical configuration management support to Hanford Site projects and decommissioning activities.	FH	FH	OSS	

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Emergency Preparedness	Provides technical and administrative emergency management services to Hanford Emergency Preparedness (EP) Coordinates with DOE EP and DOE Office of Intergovernmental, Public and Institutional Affairs (includes ORP) staff in supporting the Hanford Emergency Operations Center (EOC); maintains and operates the Joint Information Center (JIC) and Occurrence Notification Center (ONC); and manages the Transportation and Radiological Emergency Preparedness Programs. In support of the DOE EP Program, integrates Hanford's Site-wide EP Program, including maintenance of the Hanford Emergency Plan and implementing procedures, managing the Hanford Site Emergency Exercise Program, maintaining the Site Emergency response organization and facilities, training site emergency response members, assisting RL in program management, assisting in the offsite interface program, and assisting with the emergency public information program.	FH	FH	SES	Battelle
Environmental Compliance	Provides coordination of site-wide permitting, compliance documentation, environmental monitoring, and reporting requirements. Supports Tri-Party Agreement negotiations and milestone tracking.	FH	FH	RCA	
Fabrication Services	Provides fabricated parts, components, and equipment of a routine, prototypical, production or emergency nature meeting specified QA/QC standards. Provides loaned labor skilled in fabrication crafts; welder qualification and weld procedure programs for HAMTC work; procurement, maintenance, handling and disposal of hazardous materials used in support of fabrication services; and facility support to the 272W, 277W, and 328 Buildings housing fabrication services. On a field level maintenance basis, contractors shall be allowed to fabricate incidental construction parts, equipment, and aids in support of their specific projects.	FH	FH	OSS	Battelle
Fire Department	Provides services for DOE Assets which include fire marshall overview authority, fire suppression, pre-fire planning and prevention education, emergency rescue, technical rescue (confined spaces, hazardous areas, cave-ins, trench rescue, and situations where high angle rescue skills are needed), fire watches, emergency medical service, incident command, hazardous materials response, respiratory protection, building and ignitable and reactive waste site inspections. The department operates and maintains four fire stations and two maintenance facilities and has the capability to respond to mutual aid and state mobilization agreements that includes support to Energy Northwest.	FH	FH	SES	

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Fire Systems Maintenance & Testing	Provides corrective and preventive maintenance (includes deactivation/reactivation services) and functional tests on fire life safety protection systems, including all components of these systems, and maintains factory certification for all brands of systems.	FH	FH	SES	Battelle
Fleet Maintenance	Services include maintenance and repair of GSA and HO coded vehicles, engineering support, technical procedures, control of suspect/counterfeit fasteners, equipment modification control and facility safety (OSHA), fuel costing and invoicing, fuel delivery to areas not accessible to on-site fueling stations, and commercial equipment rental contracts.	FH	FH	OSS	BHI (field maintenance only)
Grounds Maintenance	Provides maintenance of common grounds within 200, 300 and 600 Landlord areas. Includes perimeter fence maintenance, lawn and landscape care, annual inspection of facilities, management and maintenance of gravel pits, parking lot and sidewalk cleanup, washing down facilities, signage, and general area cleanup. Additionally, provides surveillance and maintenance to ensure the safety and environmental integrity of the 200, 300 and 600 Landlord Areas. Services include radiological surveillance and monitoring of the road system, 600 Area cleanup sites and with the 200 and 300 Landlord Areas; environmental inspections, monitoring and assistance; annual high and low-water river bank inspection to ensure environmental integrity; and support to spill responses to assure environmental safety.	FH	FH	OSS	Battelle
GSA Vehicle Lease	GSA provides vehicles and equipment, as described in the GSA schedule.	GSA	GSA	OSS	
Guaranteed Ride Home	Provides transportation for qualified holdover personnel from work sites to cities surrounding the Hanford Complex in accordance with the Project Hanford Labor Agreement.	FH	FH	OSS	
Hanford Employee Welfare Trust Benefits/Human Resources	Provides various medical, dental, disability, and other insurances to the employees of several site contractors.	FH	FH		

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Hanford Local Area Network (HLAN) Operation, Maintenance and Integration	Network Services provides for operation and maintenance of the Hanford Local Area Network (HLAN) infrastructure. Services provided include Network Administration, E-mail Administration and Support, Internet Support, Remote Access Services, Maintenance and Software Management, Technology Support for Hardware and Software, Network Management and Network Maintenance. The refresh of infrastructure related (i.e., non-application specific) server resources is also included. Services also include Design Authority, Configuration Management and Network Integration Services for HLAN.	FH	LMSI	OSS	
Hanford Patrol	Provides security services to the Hanford Site and is an integral part of the protection system and provides responders to alarms, and other emergencies/incidents 24 hours a day, seven days a week. This includes fully qualified Security Police Officers II and III, for protection of site targets, government assets and access control at Site Barricades. This includes the certified explosive detection K-9 and Search Teams. Provides a point-of-contact for 911 dispatch and emergency communications, and Washington State "ASSESS" law enforcement computer systems. Provides alarm and duress monitoring for Hanford Site alarmed facilities as required. Provides in-region tracking for radioactive shipments and single point of contact for all outbound Hanford-related radioactive/hazardous material shipments. Provides crash phone, siren, and traffic and crowd control during emergencies. Provides access control, conducts badge checks, issues temporary badges, and searches for prohibited articles.	FH	PTH	SES	
Hanford Reach Publication	Provides the Hanford Reach publication to the Site.	FH	FH	IPI	
Heavy Equipment Operations	Provides direct support to projects including burial trench excavation, guzzler support, hauling water and gravel to the tank farms; widening and backfilling trenches at the Central Waste Complex, and shoulder grading when equipment is not in use.	FH	FH	OSS	BHI
HEIS/HGIS/WIDS	Provides data management services for three environmental databases: the Hanford Environmental Information System, the Hanford Geographical Information System, and the Waste Information Data System. NOTE: This does not address data information support	BHI	BHI	AMRC	
Industrial Hygiene Laboratory	Provides management, technical and administrative support that provides calibrated and maintained monitoring equipment and supplies to Industrial hygienist and safety personnel on site.	FH	FH	OSS	Battelle

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Integrated Site, Vegetation and Animal Control Project (ISVAC)	Activity includes all work associated with management of radioactive and non-radioactive tumbleweeds, industrial and noxious weeds, and control of other biological vectors (such as animals, rodents, and pests) that spread radioactivity. Encompasses spraying along roadways and fence lines for fire protection. Contractors shall be allowed to perform the above activities on specific projects or facilities controlled by the contractors.	FH	FH	OSS	
Investment Recovery Operations	Provides processes, programs, and disposal of assets no longer required in support of the Hanford mission. Provides processes and support for DOE mandated donations (i.e., Gift Program, Economic Development).	FH	FH	OTS	Battelle (Gift Program)
Job Control System (JCS)	The Job Control System is the Hanford Site standard Computerized Maintenance Management System (CMMS), and is used to identify, plan schedule, electronically authorize, perform, complete and document all levels of work. The JCS is used by CHG and FH, and is categorized as a Hanford Site Essential Computer System, ensuring around-the-clock support. The types of work JCS supports include corrective maintenance, preventive maintenance, modifications, special procedures, and surveillance.	CHG	CHG	ORP	Battelle, BHI, FH
Land Management	Provides integrated use of land for the overall site, individual operating areas, and specific parcels of land through: strategic planning, site selection, performance agreement monitoring, customer needs and requirements; site wide systems integration; investigation, recommendation, implementation; interface, conflict resolution, consensus building; project definition and management; resource protection; institutional control and records management; asset conversion, excess facilities management; promote land as a strategic asset.	FH	FH	OTS	Battelle
Laundry Services	Provides laundry services for radioactive and non-radioactive clothing and supplies used across the Site.	DOE	Unitech	OSS	
Locksmithing Services	Provides locksmith support for the installation, replacement and maintenance of locks, keys and access control systems used by the PHMC, BHI, CHG, DOE RL and ORP for the protection of SNM, nuclear materials, classified matter and government property. PNNL provides locksmith and access control systems support for all facilities owned/leased by the National Laboratory.	FH	PTH	SES	Battelle
Law Enforcement of Site Roads	The Benton County Sheriff's Office (BCSO) conducts all law enforcement activity for the Hanford Site. This includes, but is not limited to, criminal	DOE	BCSO	SES	

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Mail	investigations, traffic enforcement, K-9 support (narcotics), dignitary protection services and coordinates all Hanford law enforcement matters, as appropriate, with DOE-RL, Richland Police Department, Federal Bureau of Investigation, Office of the Inspector General and any other law enforcement agency if necessary. The BCSO also works closely with the Hanford Patrol organization to ensure security of the Hanford Site is maintained.	FH	FH	OSS	Battelle
Occupancy Pool— Government Owned/Leased Facilities	Provides site-wide delivery and pickup of interplant and U.S. Postal mail; maintenance of the mail stop identification number (MSIN); obtaining and maintaining receipts on accountable mail (registered, certified, priority and insured); and addressing services for mail distribution.	FH	FH	OSS	BHI, Battelle (2750E – conditional through 2003)
Occupational Medical Services	Management and maintenance of government owned (office space and mobile structures), GSA leases for general-purpose offices and training spaces for facilities that house multiple programs/contractors. May also include facilities that are temporarily occupied by a single program/contractor.	FH	FH	OSS	AMSE
Occupational Medical Services	Provides a program of services to assist employees across the Site; medical monitoring and qualification evaluations, tests and services; assessment of employees based on-job task analysis and subsequent data management; field and facility visits for health related purposes; diagnosis and treatment of injury or disease; medical records and medical data extraction; formal monitoring of the medical status of an employee who is either absent from work or has limitations on their ability to work; wellness and immunizations; medical surveillance; and psychological services.	HEHF	HEHF	AMSE	
Paging Services	Provides pager services including maintenance, operation radio spectrum licensing, and other related services. This also includes administration of the regional paging contract (Kelly) and the national paging contract (PageNet).	FH	LMSI	OSS	
Radio Services	Provides for radio communication services including two-way, fire dispatch, safety and emergency preparedness, and security systems.	FH	LMSI	OSS	
Reading Room	Public reading room of DOE literature.	Battelle	Battelle	AMT	
Records Storage	Provide long-term records storage services. These services include receipt, retrieval and retirement.	FH	LMSI	OSS	Battelle

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Respiratory Protection	Provides testing and repairs of all self-contained breathing apparatus (SCBA) units, including both fire department units and SCBA belonging to facilities. Tests and maintains all powered air purifying (PAPR) units.	FH	FH	SES	BHI
Road Services	Provides accident and spill cleanup, grading and sweeping of roads and shoulders, removal of road debris, minor road maintenance including crack sealing, patching, minor paving of potholes, road striping, and snow removal from primary and secondary roads as well as roads within the 200 and 300 Areas (includes parking lots, sidewalks, and the Federal Building). Crews are called out on an "as needed" basis and never on a "stand by" basis. Snow removal priorities are established each season in the "Snow Removal Plan" with BHI taking responsibility for some roads in their work area.	FH	FH	OSS	
Safeguards and Security	Provides for the protection of SAS interests involving the use, processing, possession, receipt, shipment, storage and disposition of special nuclear material (SNM), classified matter, protection of personnel and government property. Responsible for integrating security operations for all subcontractors on the Hanford Site to include cross-cutting activities to protect SNM, classified information, facilities, government assets, and personnel. This includes Program Planning and Administration (includes but not limited to Vulnerability Assessments, Safeguards and Security Plans, SAS Strategic Plans, and technical analysis/security upgrade cost estimates, and special studies to ensure cost-effective SAS applications), Protection Program Management (Physical Security, Security Systems, Badging), Information Security (includes providing protection of classified and unclassified sensitive information generated, processed, and stored on the Hanford Site from loss, damage, and unauthorized disclosure; and integrates Operations Security, Classified Information Systems Security, Classified Matter Protection and Control, the Classification Office, Unclassified Cyber Security, Special Access Programs, Telecommunications Security, Technical Surveillance Countermeasures, and the Foreign National Visits and Assignments Program), Safeguards/Material Control and Accountability, and Personnel Security (includes but not limited to Personnel Security Assurance Program).	FH	PTH	SES	Battelle

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Preferred Provider</u>	<u>Responsible DOE Organization</u>	<u>Grandparented</u>
Sanitary Waste Disposal	Provides disposal of sanitary solid waste including site-wide collection of approximately 305 dumpsters and management of disposal contracts for solid, biomedical and asbestos waste. Monitors and maintains the closed Hanford Solid Waste Landfill including periodic inspections, soil gas monitoring and leachate management and monitoring. Includes responsibility for operation of the inert and demolition landfill at Pit 9 and for contracts for disposal of solid waste, asbestos, medical waste, and drummed non-hazardous waste.	FH	FH	OSS	
Sewer Maintenance, Operations and Permits	Maintains the Hanford Site sanitary sewer system infrastructure which consists of the 100-N Wastewater Treatment Plant, 31 DOH permitted subsurface solid absorption systems, 38 active non-permitted systems and multiple inactive, non-permitted systems with 11 DOH permitted holding tanks and sewer collection systems and lift stations in the 300 Area.	FH	FH	OSS	
Solid Waste Storage and Disposal	Provides disposal of low-level waste (excludes operation of Environmental Restoration Disposal Facility), designation and shipment of hazardous waste, manages the offsite treatment, storage and disposal facility contracts, provides product determinations, manages orphan wastes, and stores mixed and transuranic wastes.	FH	FH	AMCP	
Steam	Provides steam to support heating and other operations at the Site.	JCI	JCI	OSS	
Technical Library	Provides the Technical Library located at the Richland WSU Campus.	Battelle	Battelle	IPI	
Telecommunication Service	Provides telephone service to the site.	FH	QWEST	OSS	Battelle
Terrorism Response	Hanford Fire Department provides technical expertise and emergency response personnel and equipment for the mitigation and joint Incident Command and control with site security forces for the control of any weapons of mass destruction (WMD) and chemical/biological weapons (CBW) incidents affecting the interest of the US Government. Other emergency response organizations affiliated with Hanford i.e. Hanford Patrol, Benton County Sheriff's Office, Emergency Preparedness, Federal Bureau of Investigation, etc., provide appropriate responses to terrorism activities.	FH	FH	SES	
Tours	Coordinates and conducts road tours of the Hanford Site for large groups of internal and external stakeholders that require buses for transportation if available and appropriate.	FH	FH	IPI	

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Traffic Engineering	Provides technical direction for traffic related issues. Works with County Engineers to keep Hanford roads in compliance with state and federal requirements.	FH	FH	OSS	
Ventilation and Balance	Provides testing of ventilation and filters. Additionally, performs ventilation balance to maintain established flows and pressures on systems.	CHG	CHG	ORP	Battelle
Water Compliance	Provides current water quality monitoring programs for the 11 DOH permitted public water systems in accordance with Federal Safe Drinking Water Act and the WAC. This support includes the cross-connection control program and purveyor responsibilities.	FH	FH	OSS	
Water Utilities	Manages the operation of three river pumping stations, four water reservoirs and associated pumps for a 120-mile distribution system. Operates valves to align water supplies in support of Program needs. Performs line flushes to maintain water quality and line disinfection.	FH	FH	OSS	
Weather Forecasting	Provides meteorological data and forecasting information.	Battelle	Battelle	OSS	
Workers Compensation	Provides for costs associated with Washington State Work Compensation Program	DOE			

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APPENDIX B

List of Available Services

<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Available Provider</u>	<u>DOE Manager</u>
Acquisition Verification Services (AVS)	Provides for maintenance and update of evaluated suppliers qualifications, support processes to ensure that procured items and services meet established requirements and perform as specified, and conduct inspections on procured items, as required to ensure compliance with established acceptance and performance criteria.	FH	FH	ASME
Asbestos Monitoring Service	Provides assistance to projects in areas of facility inspections, bulk sampling, exposure monitoring, abatement services and disposal in accordance with local and federal regulatory requirements (OSHA, EPA and BCAA).	FH	FH	OSS
Cellular Services	Provides Cellular Services for Hanford Contractors.	FH	AT&T	OSS
Digital Photography Services	Provides high-resolution scanning, enhancement, and manipulation of photographic images and high quality output of image files and computer-generated presentations.	FH	LMSI	OSS
Engineering Laboratories	Provides non-radioactive crosscutting engineering, development, testing and deployment services for the Hanford Site. Maintains appropriate unique and fundamental fabrication expertise and equipment including mechanical, electrical and chemical process systems development. Provides test equipment and systems to support the River Protection Project (RPP) gas monitoring and data acquisition operations.	FH	FH	OSS
Engineering NDE	Provides certified NDE engineering technicians and specialist in accordance with American Society of Nondestructive Testing SNT-TC-1A. Maintains radiography sources and x-ray machinery in accordance with DOE and Nuclear Regulatory Commission requirements. Provides radiography, helium testing, ultrasonic examination, eddy current, magnetic particle and liquid penetrate examination processes.	FH CHG Battelle BHI	Cogema	OSS
Graphics Design	Provides display and exhibit production which includes the creation and production of portable or permanent graphics for trade shows, poster presentations, corporate environments, museums, marketing exhibits, corporate events, promotional items and kiosks. Services are concept coordination, design, mock-ups, production and setup.	FH	LMSI	OSS
Just-In-Time (JIT) Buyers	Provides qualified procurement support for the development, negotiation, and administration of purchase orders and contracts.	FH	FH	OSS

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<u>Service</u>	<u>Description</u>	<u>Prime Contractor</u>	<u>Available</u>	<u>DOE Manager</u>
Materials Management	Provides for central stores and inventory management. Activities include maintaining acceptable levels of assigned inventories, operation of the consolidated Receiving, Distribution and Warehousing systems, and reducing the Hanford mortgage by optimizing the management of materials and storage space across the Site. Provides logistics support for the receiving, storage, issuance, distribution, and accountability of government owned property.	FH	FH	OSS/OTS
Media Services	Provides industrial photographers for Site Mission documentation, including zone work, construction and demolition coverage; video production services; and preparation and publication of all document types from standard technical and engineering reports to proposal and high-end "glossy" reports for DOE and public audiences. Responsible for the vending of all photography and document preparation services.	FH	LMSI	OSS
Non-Hazardous Materials Recycling	Provides for the collection and off-site recycling of various non-hazardous waste streams as part of general waste minimization / pollution prevention (WMP2) efforts. Uses competitively outsourced contracts whenever possible to provide best value to the government. Managed waste streams include: office paper, mixed paper, cardboard, plastic, glass, tin, software and data storage media, and scrap metal consisting of ferrous and non-ferrous metals, lead, copper, and brass, as well as metal furniture and appliances.	FH	FH	OSS/OTS
Personal Property Management	Provides for the management of the DOE-owned property located on the Hanford Site. Scope of effort involves management of approximately 72,000 records of property valued at approximately \$4.3 Billion.	FH	FH	OTS
Records Information Management	Provides the records management, document control program, and RIM investment project. Activities include integrated document management, magnetic/microfilm conversion, IRM/CIO investment project, annual RIDS update, facility turnover process and legacy media retrieval.	FH	LMSI	OSS
Reproduction Services	Provides onsite-printing, offsite-printing, duplicating, engineering reproduction and binding services.	FH	FH	OSS
Transportation	Provides operations management support to transit operations, outer area taxi services, office moves, wrecker service and trucking services (transports hazardous materials, wastes and radioactive material; non-regulated waste; excess materials and equipment; water; and support to submarine reactor compartment shipments).	FH	FH	OSS
Video Tele-conferencing	Provides operational support for Video-Teleconferencing (VTC) including room setup and connections.	FH	LMSI	OSS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 34
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2. AMENDMENT/MODIFICATION NO. A066	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) September 30, 1999

CODE	FACILITY CODE	
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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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

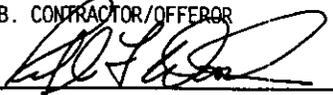
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	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: Section I, Clause I.63, Changes - Cost Reimbursement (AUG 1987) Alternate III (APR 1984) and by Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return 2 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 make the following changes: revise Clause B.3, Estimated Cost and Fee; replace Section B, Table B-1; replace Section C, STATEMENT OF WORK; replace Section H Table of Contents; revise Clause H.1, Performance Based Incentives, Fee Distribution and Fee pool; replace Clause H.2, Incremental and Provisional Payments of Fee; replace Clause H.7, Project Controls; delete Clause H.45, Contingent Fee; replace Section J Table of Contents; in Section J delete DOE O 210.1, DOE O 224.1, DOE O 425.1B, and DOE O 2300.1B; revise Section J, Table D-1 (Revision 6) title; incorporate into Section J, Table D-2; revise Section J, PBI-3; and incorporate into Section J, Appendix P, Provisional Payment of Fee Methodology/Criteria.
 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) Ralph F. Wood, Manager Prime Contract Administration	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roy J. Schepens, Manager
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/19/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/20/02
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Block 14 Continuation:

Description of the Change:

- a. Under Section B, SUPPLIES OR SERVICES AND PRICES/COSTS, Clause B.3, "Estimated Cost and Fee," paragraph 1, sentence 1, incorporate the following:

Delete:

The estimated cost of the Contract is the total Budget Authority (BA) provided to the Contractor from October 1, 1999, through September 30, 2000, (\$404,392,374.76), plus the estimated new BA of \$2,197,700,000 for the period October 1, 2000, through September 30, 2006, for an estimated total cost of \$2,602,092,374.76.

Add:

The estimated cost of the Contract is the total Budget Authority (BA) provided to the Contractor from October 1, 1999, through September 30, 2000, (\$404,392,374.76), plus the estimated new BA of \$2,247,700,000 for the period October 1, 2000, through September 30, 2006, for an estimated total cost of \$2,652,092,374.76.

- b. Under Section B, SUPPLIES OR SERVICES AND PRICES/COSTS, paragraph B.3 Estimated Cost and Fee, delete and replace Table B-1 as follows:

Table B-1
Estimated Budget Authority for Fiscal Years 2001-2006

Delete:

(\$ in millions)							
	FY01	FY02	FY03	FY04	FY05	FY06	Total
New BA (Includes Fee)	\$402.7	\$355	\$360	\$360	\$360	\$360	\$2,197.7
Fee	\$19.8	\$16.9	\$17.6	\$17.3	\$17.3	\$17.3	\$106.1

Replace with:

	FY01	FY02	FY03	FY04	FY05	FY06	TOTAL
New BA Includes Fee	\$402.7*	\$355*	\$410*	\$360*	\$360*	\$360*	\$2,247.7*
Fee	\$19,760,849.	\$16,339,151.**	\$16*	\$22*	\$20*	\$14*	\$108.1*

* Amounts stated in Millions of dollars.

** Subject to change pending final FY 02 fee determination.

- c. Under Section C, STATEMENT OF WORK, delete and replace with the attached Section C, STATEMENT OF WORK.

- d. Under Section H, SPECIAL PROVISIONS, replace page H-i with the attached.
- e. Under Section H, SPECIAL PROVISIONS, Clause H.1, "Performance Based Incentives, Fee Distribution and Fee Pool," delete and replace with the attached Clause H.1, "Performance Based Incentives, Fee Distribution and Fee Pool."
- f. Under Section H, SPECIAL PROVISIONS, Clause H.2, "Provisional Payment of Fee," delete and replace with the following:

H.2 INCREMENTAL AND PROVISIONAL PAYMENTS OF FEE

- (a) An incremental payment of fee is non-provisional payment and may be earned by the Contractor for completed milestones (or incremental fee bearing milestone or work elements) that are determined to have significant lasting, intrinsic value and that are specified in a particular PBI. Incremental payments earned by the Contractor are not generally subject to refund for failure to complete all or any portion of any other incremental fee bearing work element in a PBI. Incremental payments may be made based upon earned value, completion of milestones or any other methodology set forth in the PBI.
 - (b) A provisional payment of fee may be made for partial completion of a PBI or incremental fee bearing milestone or work element. Provisional payments may be made based upon the completion of events and/or milestones, earned value, or any other methodology agreed to by the DOE and Contractor. Such provisional payment of fee methodology/criteria shall be set forth in Section J, Appendix P, "Provisional Payment of Fee Methodology/Criteria" of the Contract. If the Contractor fails to fully accomplish a PBI or incremental fee bearing milestone or work element for which it has received provisional payments, it will refund all provisional payments it has received for that PBI or incremental fee bearing milestone or work element, plus interest from the date of receipt of the provisional payments. Interest will be paid at the rate established in accordance with the Section I clause entitled *Interest*. Provisional payment of fee invoices will be at the discretion of the Contracting Officer. DOE agrees to authorize payment of the provisional fee no later than 10 business days from receipt of invoice.
- g. Under Section H, SPECIAL PROVISIONS, delete Clause H.7, "Project Controls," including H.7.01, "Project Control System Requirements," H.7.02, "Baseline Development," H.7.03, "Baseline Performance," and H.7.04, "Baseline Change Management." Replace with the following:

H.7 PROJECT CONTROLS

- (a) In the performance of this Contract, the Contractor shall establish, maintain and use a project control system meeting the requirements specified in the Contract and below. The Contractor may use a pre-existing project control system if such system satisfactorily addresses the system requirements defined in the Contract and below.
- (b) The project control system must meet the requirements of the following DOE guidance:
- (1) DOE Order 430.1A, *Life-Cycle Asset Management (LCAM)*, October 14, 1998;
 - (2) *Integrated Planning, Accountability, and Budgeting System – Information Systems (IPABS-IS) Data Requirements*, (<https://ipabs-is.em.doe.gov/ipabs/>);
 - (3) *Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook*, February 16, 1999;
 - (4) *Approval of Updated Office of River Protection Project Baseline Summary (PBS) Baseline Change Control Thresholds*, Office of Policy, Planning and Budget, Environmental Management, signed by Richard W. Brancata, dated February 20, 2001; and
 - (5) DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.
- (c) Work Authorization. Approval of this Contract provides authorization for the Contractor to perform, subject to other Contract requirements, the full scope of work in the Contract. Any Contractor requested changes or DOE directed changes shall be addressed through the established Change Control process.
- h. Under Section H, SPECIAL PROVISIONS, delete Clause H.45, “Contingent Fee.”
- i. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, replace page J-i with the attached.
- j. In accordance with I.107 revise Section J, Appendix C, “DOE Directives,” as follows:
- 1) Delete DOE O 224.1, “Contractor Performance Based Business Management Process (BMOP).”
 - 2) Delete DOE O 2300.1B, “Audit Resolution and Follow-Up.”
- k. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Appendix D, “Performance Based Incentives,” Table D-1 (Revision 6) title is revised as follows:
- Delete:
Table D-1 (Revision 6)
Summary of FY2001 through FY2006
Performance Based Incentives

Add:

Table D-1 (Revision 6)

Summary of FY2001 through FY2006, Effective FY2001 and FY2002 Only
(see Table D-2 for FY2003-FY2006)

Performance Based Incentives

1. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, incorporate the following Table D-2 "Summary of FY2001 through FY2006 Performance Based Incentives."

Table D-2

Summary of FY2001 through FY2006
Performance Based Incentives

Number	Title	Available Fee
PBI-1	Store	\$3,000,000
PBI-2	Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)	\$30,000,000
PBI-3	Single-Shell Tank (SST) Retrieval and Closure	\$32,000,000
PBI-4	Supplemental Waste Treatment and Disposal	\$7,000,000
	Subtotal	\$72,000,000
ORP-01 – ORP-16, ORP-29	FY 2001 and FY 2002 PBIs, excluding SuperStretch Performance Based Incentives (SSPBI [see Table D-1])	\$36,100,000
	Total	\$108,100,000
	Acceleration Fee	
	Description	
PBI-3	Acceleration fee of \$2M per tank closed (see PBI for description)	TBD
PBI-4	Acceleration fee of \$800K for each 100,000 gallons of additional waste treated (see PBI for description)	TBD

- m. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, for Performance Based Incentives; PBI-3, *Single-Shell Tank (SST) Retrieval and Closure*, revise as follows:

- Delete header date of 9/30/03 and replace with 9/30/02.
- Under PBI-3, "Fee Bearing Milestones," number one, paragraph 3, delete M-45-03-02 and replace with M-45-02-03. Also remove the words "for milestone M-45-00-C," at the end of the sentence.
- Delete all references to M-45-00C and replace with M-45-02-03.

- n. Incorporate into Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, the attached Appendix P, "Provisional Payment of Fee Methodology/Criteria."

Contractor's Statement of Release

The Contractor hereby releases the Government from any and all liability under this Contract for any further equitable adjustments attributable to the changes set forth above.

**PART I - THE SCHEDULE
SECTION C
STATEMENT OF WORK**

TABLE OF CONTENTS

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**PART I - THE SCHEDULE
SECTION C
STATEMENT OF WORK**

C.1 SUMMARY DESCRIPTION OF WORK

The Hanford Site has two major missions: (1) cleanup, and (2) science and technology. There are two major Office of Environmental Management (EM) programs associated with cleanup. The first is the River Protection Project (RPP), which entails cleanup of Hanford Site tank waste which is stored in single shell and double shell underground tanks, and is managed by the U.S. Department of Energy (DOE) Office of River Protection (DOE-ORP). The second is Project Hanford, which entails cleanup of the remainder of the Hanford Site, and is managed by the DOE Richland Operations Office (RL). The RPP will execute its workscope as part of the Hanford Waste Treatment Complex (HWTC) to treat and disposition Hanford Site HLW.

RPP is composed of two major scopes of work performed by two separate contractors. CH2M HILL Hanford Group, Inc ("Contractor") shall be responsible for planning, managing, and executing the Tank Farm Contract (TFC) projects, operations, and other activities as described in more detail in Section C.3, *River Protection Project - Technical Scope*, of this Statement of Work. The Hanford Waste Treatment and Immobilization Plant (WTP) contractor will design, construct and commence operations of the WTP for treating the tank farm waste.

The Contractor shall be responsible for interfacing and coordinating with other Hanford Site prime contractors in the performance of this work. Contractor shall ensure that requirements for services provided by Contractor to other Hanford Site contractors and received from other site contractors are integrated with other Hanford Site contractors and provided for in the baseline. The Contractor shall establish appropriate arrangements with other Hanford Site prime contractors for the tasking and incentivization of work, consistent with the approved Hanford Site Services Manual.

The Contractor shall conduct business at the Hanford Site consistent with the following outcomes, which flow from the Hanford Strategic Plan.

- Maintain Tank Farms waste and infrastructure in a safe environmentally compliant and stable configuration.
- Retrieve tank wastes to the extent needed for tank closure and deliver to the WTP contractor for treatment and immobilization.
- The immobilized low-activity waste (ILAW) fraction will be properly disposed either onsite or offsite.
- The immobilized high-level waste (IHLW) fraction will be interim stored until it can be shipped offsite for disposal (planned for the Yucca Mountain geologic repository).
- Efficiently and cost effectively close all Hanford Tank Farms.

Success in achieving these outcomes shall consider the following factors:

- Protection of worker safety and health, public safety and health, and the environment;
- Leadership and management effectiveness (Operations Management);
- Management responsiveness to customers (Customer Service);
- Responsive communications with external and internal Hanford customers; and
- Proficient partnering with other Hanford Site prime contractors.

Specific performance objectives, measures, and expectations are detailed in Section J, Appendix D, *Performance Based Incentives*, and Section C.3, *River Protection Project – Technical Scope*.

The Contractor shall integrate safety and environmental awareness into all activities, including those of subcontractors at all levels consistent with Integrated Safety Management principles. Work must be accomplished in a manner that achieves high levels of quality, protects the environment, the safety and health of workers and the public, and complies with requirements. The Contractor shall identify hazards, manage risks, identify and implement good management practices, and make continued improvements in environment, safety, health, and quality (ESH&Q) performance.

The Contractor shall seek ways to streamline work processes by the use of necessary and sufficient standards and requirements. This includes requesting relief in the form of exemptions from requirements when appropriate, such as when the cost of the requirement will exceed its expected benefits.

The Contractor shall furnish, or cause to be furnished, all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government), and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and effective manner all necessary work set forth in this Contract.

This Contract is intended to perform work necessary to reduce the potential risk to the public and the environment from the tank waste stored on the Hanford Site. It is also intended to meet the DOE legal obligations and commitments in carrying out this work. This Contract will be changed as required to assure that applicable legal obligations and commitments will be met.

C.2 MANAGEMENT WORKSCOPE

(a) Project Planning

The Contractor shall:

- (1) Perform planning based on the requirements, interfaces, endpoint targets and performance objectives provided in DOE guidance and approved Performance Based Incentives (PBIs). This planning activity shall utilize systems engineering techniques assuring that the Contractor's workscope is integrated. The Contractor shall support required revisions of the Hanford Strategic Plan and will participate with other DOE prime contractors, regulators, stakeholders, and customers in strategic situation analysis, integrated baseline development discussions and issue definition, and resolution. This planning shall look beyond the period of this contract to the life-cycle of RPP projects.
- (2) Complete and maintain an integrated life-cycle baseline which reflects: (a) technical scope of work specified in this Contract, (b) project/program schedules with critical paths identified, and (c) a cost profile based on a resource-loaded schedule. The Contractor shall use industry-proven methodology, which will interface with DOE specific management information systems, in the preparation of this technical, schedule and cost baseline. The Baseline shall be the basis for budget development, input to risk analysis, and prioritization of work. The Baseline shall be developed and implemented in the Contractor's management system and shall be linked to the WTP contractor baselines to provide an integrated RPP baseline. Specifically, the Contractor shall:
 - (i) Organize the technical scope of work to be planned, managed, integrated, and reported using conventional project management techniques. The Contractor shall develop and use a Work Breakdown Structure (WBS), which will align with the DOE-ORP WBS.

- (ii) Implement a systems engineering process, which supports the management and integration of workscope activities. The Contractors' selected approach to systems engineering should be based on industry practices and should utilize a graded approach, as necessary.
- (iii) Develop and implement a risk management process utilizing a graded approach, which supports the management and integration activities under the authority of the Contract.
- (iv) Use a "graded approach" to determine applicable sets of requirements for use in design, management and operation of the individual facilities, and execution of projects and programs, with due consideration for industry standards, elimination of redundant requirements, value added, and the level of risk associated with each facility or program.
- (v) Incorporate the requirements of the *National Environmental Policy Act of 1969 (NEPA)* into the planning process for activities covered in this Contract.
- (vi) Provide support to DOE-ORP planning and integration activities. Conduct studies and analyses of RPP/Hanford systems and information, which supports DOE-ORP internal and external management needs. The Contractor shall provide support in: 1) corporate strategic planning, 2) policy development, 3) management information systems, and 4) baseline management and reporting. Studies and analyses include identification and development in conjunction with DOE of breakthroughs that significantly improve baseline performance and lifecycle costs or improve work processes.
- (vii) Provide support for review of TFC planning and operations by both internal (DOE-ORP) and external (DOE-Headquarters, Inspector General, Defense Nuclear Facilities Safety Board, U.S Environmental Protection Agency, Washington State Department of Ecology, etc.) agencies. This will include resolution of issues and concerns following a review.
- (viii) The RPP Baseline will be maintained, revised, and updated, if needed, annually. Following the WTP Contractors submission of their annual Baseline Update on April 5, the contractor shall perform an analysis of the integration of the WTP Contractor's and Contractor schedules and prepare an integrated River Protection Project (RPP) baseline. DOE-ORP will provide the Contractor with an electronic copy of the WTP Level 3 Baseline within five working days of receipt from the WTP Contractor. ORP shall provide the Contractor with a day-for-day delay delivery of the July 15 deliverable if there are changes to the WTP Contractor Level 3 Schedule after May 15. The Contractor shall provide the supporting TFC baseline package to DOE-ORP each year on July 15, fully integrated with the WTP contractor and supporting other Hanford contractor baseline packages.

Any changes to the Contractors current baseline shall be documented via a Baseline Change Request. By September 15 the Contractor shall submit a risk assessment of the RPP Integrated Baseline. By December 15 of each year, the Contractor shall provide to DOE-ORP the

appropriate allocation of funds for the next fiscal year by PBS and by line item.

(b) Management System

The Contractor is responsible to have systems which are managerially and financially in control for its own and other Hanford Site work as required by DOE. In furtherance of this, the Contractor shall:

- (1) Establish and maintain management systems to ensure that the Contract work is managed in a business-like manner to promote integration, enhance customer and stakeholder confidence, provide accurate and timely information for proactive decision-making, and ensure worker and public safety and protection of the environment. Systems and methodologies shall be established to identify, evaluate, and manage risks, and establish priorities based on project life-cycle considerations.
- (2) Obtain, integrate, analyze, report, and maintain appropriate and accurate TFC information to support DOE in the integration and management of the Hanford Site. This information includes, but is not limited to, data critical to effective management of the Hanford Site such as movement of wastes on or off the site, compliance with regulatory action assignments, or utilization of site services.
- (3) Develop and maintain a management system, which reflects appropriate and accurate information to control, evaluate, and integrate project/mission management. This system shall reflect the following:
 - (i) Management, control, and reporting of technical, schedule, cost, and financial elements of the TFC life-cycle baseline and the supporting project execution plans, as required by the Earned Value Management System clause of this contract, including:
 - (A) Appropriate change control processes, which ensure documentation of all monitored elements of the baseline, are maintained up-to-date. This includes the configuration baseline of all technical systems and structures, and includes revision to the baseline and critical path as appropriate upon approval of changes.
 - (B) Tracking and measuring tools to provide DOE-ORP continual assessment of Contractor performance against the baseline;
 - (C) Tools which allow the evaluation of the consequences (technical, cost, and schedule) of new information, alternative activities, and/or new financial scenarios;
 - (D) Estimating procedures based on commercial techniques, such as activity-based cost estimating and benchmarking against industry standards;
 - (E) Cost accounting practices used for accumulating and reporting costs shall be consistent with those used in estimating costs for work under the contract.
 - (ii) Provide DOE-ORP with integrated financial, schedule, and critical path analysis, and activity tracking data to effectively manage the baseline(s)

through automated reporting emphasizing performance measurements, change control, and trending data. This system shall support DOE ability to report direct and indirect costs in a manner satisfactory to DOE.

- (iii) Maintain flexible information systems compatible with DOE information systems, including reporting, budget, and financial systems, and allow efficient data interchange among site contractors and DOE. This includes compatibility with DOE Integrated Planning, Accountability, and Budgeting System-Information System.
 - (iv) Create the ability to accommodate electronic transfer of data between a diverse set of hardware, software, and communications platforms. Use standard data definitions, time schedules, and rules for the provision of information to the Management Information System (MIS) to ensure accuracy and consistency. All data and information provided to DOE relating to the Contractor or the subcontractors shall be prepared using common and consistent definitions, principles, and methodologies (e.g., Full-Time Equivalent [FTE] employees).
 - (v) Use a centralized system of reporting unusual occurrences, near misses, environmental events, safety events, etc., and ensure that lessons learned from such occurrences are provided to DOE, the Contractor, and subcontractor workforces as defined in Section C.2.(d)(1)(e).
 - (vi) Maintain comprehensive management and technical oversight and corrective action programs, including tracking of issues and lessons-learned program effectiveness.
- (4) Establish an RPP configuration management system based on industry consensus standards, which with other management tools, such as change control, assures a sound technical basis for the TFC life-cycle baselines.
 - (5) Provide to DOE via a computerized file, periodic accounting entries regarding government property acquisitions, dispositions, and monthly depreciation charges. These entries shall provide consistent information and allow reconciliation of the Contractor's detailed property records.
 - (6) Participate in the management of interfaces between the Contractor and any other RPP or Hanford Site organization and provide ORP with information and notification on all interface activities. The Contractor shall provide the resources needed to fully participate in the interface management process for the RPP. The Contractor shall also fully participate in the preparation for interface management activities that may occur beyond the period of contract performance.

Interface Documents will specifically be developed and maintained to define interface agreements among the parties involved with the interfaces. The Contractor shall comply with the interface agreements reached with them and shall utilize the approved change control processes to obtain changes to the interface documents. The Contractor shall recognize the DOE role as owner and as the final decision authority for any interface issues that are not resolved between the parties. Applicable Interface Document requirements associated with these agreements will also be incorporated into the TFC baseline.

- (7) Participate in the development of interfaces between the Contractor and WTP contractor to: 1) establish the physical and administrative interfaces, 2) develop

any delivery requirements and acceptance criteria at the point of transition, 3) provide the necessary Contractor contributions to all Interface Control Documents that control each interface, and 4) provide necessary services and utilities.

The scope of Contractor's participation and obligations described in this subparagraph (7) shall be set forth in a jointly developed Interface Management Plan (IMP) and Interface Control Documents (ICD) developed pursuant to the IMP. The IMP and ICDs will be referenced in Appendix O and will be used to establish Contractor's baseline performance obligations to ORP.

(c) Manage and Integrate Resources

The Contractor shall manage and integrate its resources for optimal achievement of outcomes set forth in Section C.1 above. In furtherance of this, the Contractor shall:

- (1) Support the annual budget submission process by working with DOE and other prime contractors to develop budget formulation documentation. The Contractor shall prepare documentation for its own work activities. Support to DOE during this process shall include but is not limited to assisting DOE to:
 - (i) Develop project budget data.
 - (ii) Prepare budget justification analyses and budget scenario studies.
 - (iii) Provide support to all crosscutting budget formulation documents (i.e., ESH&Q, Information Resources Management, etc.).
 - (iv) Obtain regulator and other stakeholder participation in budget development, including assistance in response to stakeholder and regulator inquiries.
- (2) Provide leadership, project, and personnel management skills necessary to ensure compliance with the RPP goals and the *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement or TPA), and to motivate the workforce to:
 - (i) Achieve quality work performance;
 - (ii) Mandate attention to worker and public safety and health, environmental protection, and the tenets of Conduct of Operations; and,
 - (iii) Be fiscally and ethically responsible in the management of government and public resources, including property, equipment, funds, and time.
- (3) Use the existing "People Core" system at the Hanford Site to enhance human resources functions sitewide.
- (4) Continually "right-size" its own workforce and that of its subcontractors to have the size of workforce equal to that necessary to accomplish the authorized workscope.
- (5) Resolve employee concerns (including complaints on harassment, intimidation, retaliation, and discrimination) at the appropriate level. The Contractor shall support and provide cooperative membership in an approved "appeals avenue/forum" for resolving significant employee concerns (i.e., environmental, safety, health, and quality). The Contractor shall review and make recommendations to DOE to make the charter/process consistent with this Contract. The continued need for the "appeals avenue/forum" shall be reviewed annually and a recommendation submitted to DOE for discussion.

- (6) Continually promote diversity in all aspects of the work under this Contract. An updated revision to the Diversity Plan, as set forth in Section J, Appendix G, *Guidance for Preparation of Diversity Plan*, shall be submitted to DOE-ORP for review and approval by February 1, 2001, and will be updated annually, thereafter.
 - (7) Provide an independent internal audit capability to review its activities and those of its subcontractors. An updated revision to the Internal Audit Plan as set forth in Section J, Appendix E, *Guidance for Other Required Plans* shall be submitted to ORP for approval by February 1, 2001, and updated annually thereafter.
- (d) Environment, Safety, Health and Quality (ESH&Q)
- (1) The Contractor shall establish an Integrated Safety Management System (ISMS), in compliance with the Section I Clauses entitled, *Integration of Environment, Safety and Health into Work Planning and Execution*, and *Conditional Payment of Fee, Profit or Incentives*, that clearly communicates the roles, responsibilities, and authorities of line managers; holds line managers accountable for the performance of work in a manner ensuring protection of workers, the public, and the environment; and ensures quality work and products.

The Contractor shall:

- (i) Establish effective management systems to identify deficiencies and resolve them in a timely manner; ensure that corrective actions are implemented that address the extent of conditions, root causes, and measures to prevent recurrence; and prioritize and track commitments and actions as well as identify and implement lessons learned from other DOE sites, contractors, or commercial activities. The Contractor shall have and maintain an effective Lessons Learned Program to capture lessons learned from both internally and externally identified deficiencies and good practices. The Lessons Learned Program shall be rigorous and comprehensive such that the Contractor can demonstrate actions taken to address significant occurrences from both inside and outside of the DOE complex. Lessons learned information should be targeted and made available to the personnel in the Contractor's organization actually conducting the type of work involved and most able to benefit from the information.
- (ii) Establish a structured, standards-based approach to planning and control of work including identification, management and implementation of ESH&Q standards and requirements that are appropriate for the work to be performed and for controlling related hazards, while facilitating the effective and efficient delivery of work. The Contractor shall implement the requirements identified in the Section I Clause entitled, *Laws, Regulations and DOE Directives*.
- (iii) Establish an organization that supports effective ESH&Q management by ensuring appropriate levels of staffing and competence.
- (iv) Establish disciplined self-assessment, feedback, continuous improvement processes, and conduct of operations discipline in the performance of all work.
- (v) Implement a program to track and address environmental compliance issues and implement requirements (including but not limited to

- permitting, environmental reporting, Consent Decrees, Tri-Party Agreement reporting/management, NEPA, pollution prevention, waste minimization), and comply with all aspects of the Section H Clause entitled, *Environmental Responsibility*.
- (vi) Recommend and implement ESH&Q performance measures to monitor the effectiveness of the implementation of ESH&Q programs.
 - (vii) The Hanford Environmental Health Foundation (HEHF) currently provides occupational Health Services to the Hanford Site. The Contractor shall obtain for itself and require all subcontractors performing work on the Hanford Site to obtain the following services from HEHF: occupational medical evaluations including return to work evaluations and work restriction reviews, medical surveillance evaluations, occupational primary care, health care centers/first aid, work conditioning, case management, work site health programs including blood-borne pathogens and immunizations, and behavioral health services including employee assistance programs, and health information services such as medical records and medical scheduling. The Contractor shall coordinate with HEHF and reach agreement regarding service requirements and delivery, including data gathering and sharing. The agreement should emphasize a comprehensive public health approach as being integral to a well-run health and safety program and address cost and resources effectiveness. This agreement shall be subject to approval and validation by DOE-ORP.
 - (viii) Maintain, implement and improve the TFC nuclear safety authorization basis in support of safe, effective, and efficient work accomplishment.
 - (ix) In accordance with the ISMS, Authorization Agreements (AAs) will be developed, mutually agreed to, and executed between the Contractor and DOE-ORP. The Contractor will maintain the AAs. The AAs are to serve as a mechanism whereby DOE-ORP, and the Contractor, jointly clarify and agree to the key conditions for conducting work safely, effectively and efficiently for Hazard Category 1 and 2 nuclear facilities. They are to be updated annually, or as required to reflect changing conditions and contractor responsibilities.
 - (x) Establish annual safety goals with performance indicators, such as worker radiation exposure, lost workdays, restricted work days, etc.
- (2) The safety and health of workers and the public, protection and restoration of the environment, and implementation of quality assurance programs are fundamental responsibilities of the Contractor. Accordingly, the Contractor shall:
- (i) Take necessary actions to prevent serious injuries/illnesses and /or fatalities and prevent radiological or chemical exposures to workers and environmental releases in excess of established limits;
 - (ii) Establish clear environmental, safety, health and quality plans and priorities and manage activities in proactive ways, including visible management field presence, that effectively and efficiently protect the environment, public and worker safety and health, and ensure the quality of work and work products;

- (iii) Carry out all activities in a manner that complies with human health, safety, environmental, and quality regulations; minimizes the generation of wastes, releases or emissions into the atmosphere, and releases to soil and surface or groundwater; and complies with applicable regulatory requirements and DOE directives;
- (iv) Empower workers through the use of committees, employee involvement and the tenants of the DOE Voluntary Protection Program (VPP);
- (v) Engender a "Safety Conscious Work Environment" in which safety issues are promptly identified and effectively resolved, and in which employees feel free of recrimination, harassment, intimidation, or other actions that induce peer pressure to not raise safety issues or otherwise create an environment where safety issues are not identified and resolved.

(e) Economic Transition and Outsourcing

The Contractor shall:

- (1) Be responsible for the performance of the work under this Contract in a manner that helps the community establish a stable economic base over the long term. This shall be accomplished through appropriate private sector participation in cleanup, making available for effective private use DOE assets no longer required or under-utilized by the Government, and investment of private resources in the community.
- (2) The Contractor shall:
 - (i) Recommend to DOE-ORP the use (by the Contractor, subcontractors, or other private entities) of Government-owned assets (equipment, facilities, or land) on a non-interfering basis to promote, assist, or otherwise foster creation of new private sector jobs.
 - (ii) Accomplish changes in the workforce in a way that minimizes social and economic impacts and complies with Section 3161 of Public Law 102-484.

(g) External/Internal Communications

- (1) The Contractor shall participate in the DOE-ORP external/internal communications program to ensure that the full range of stakeholders receive information in a timely, accurate, complete, and professional manner. Contractor external communications actions shall comply with the DOE Openness Initiatives and Public Involvement Policy and will be approved in advance by DOE-ORP.
- (2) The Contractor shall work with DOE to ensure that external/internal communications activities represent a singular and consistent DOE source of information about the DOE-ORP mission and its relationship to the Hanford Site.
- (3) Contractor external/internal communications efforts and/or corporate communications not directly related to the DOE-ORP mission at Hanford, and/or approved by DOE-ORP, are not allowable costs under this Contract.
- (4) The Contractor shall keep the Hanford Site workforce related directly to the work performed by the Contractor and subcontractors under this contract informed in a timely manner of all significant issues that could impact those workers.

- (5) At DOE-ORP direction, the Contractor shall:
- (i) Provide timely and consistent support for inter-Governmental liaison activities, including activities with Federal, State, local and Native American Governments.
 - (ii) Provide logistical support for the Hanford Advisory Board and other public meetings.
 - (iii) Respond in a timely fashion with information as requested by DOE-ORP in support of *Freedom of Information Act* and/or *Privacy Act* requests.
- (6) External/internal communications activities shall include, but not be limited to:
- (i) Public Information
 - (ii) Public Involvement
 - (iii) Emergency Communications Activities
 - (iv) Media Relations
 - (v) Site Tours, including transportation for tours
 - (vi) Preparation/Maintenance of public information Audio/Video Products and Printed Materials

(h) Training

The Contractor shall coordinate training needs through the Hazardous Materials Management and Emergency Response facility (HAMMER) and the Hanford Site-training program as applicable.

(i) Emergency Preparedness

The Contractor shall provide an emergency response capability for facilities under its control that implements the Hanford Emergency Management Plan (DOE/RL-94-02, Revision 2), as modified from time to time. Because of the potential for the Contractor to become the Event Contractor as defined in the Hanford Emergency Management Plan, implementation includes, but is not limited to, maintaining a 24 hour per day, 7 days per week, capability to adequately staff the required Hanford Site and Tank Farms specific Emergency Response organization positions within 60 minutes of receipt of notification from the Occurrence Notification Center of a Hanford Site emergency.

(j) Environmental Monitoring

The Contractor shall manage its facilities and operable units to assure compliance with environmental requirements and agreements. The Contractor shall work with the PHMC in providing legally and regulatory required air and liquid effluent and near facility environmental monitoring. The Contractor shall collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. The Contractor shall compare the monitoring data with regulatory and/or permit standards applicable to their activities and/or operations and provide the data and analyses to the Project Hanford Management Contractor (PHMC) for use in preparing the mandatory State and Federal environmental reports for the Hanford Site.

PNNL monitors the Hanford environment to protect public safety and Hanford Site ecological and cultural resources. This includes providing real time localized weather information for routine safety operations and emergency response, performing Hanford Site and off-site environmental monitoring, as well as determining radiological exposure to the public and the environment. The Contractor shall provide appropriate environmental data for its facility and operable units to support Hanford Site assessments and preparation of the Hanford Site Environmental Report.

PNNL is responsible for Hanford Site groundwater monitoring. The Contractor will be knowledgeable of actions PNNL completes to develop monitoring plans for Contractor facilities and operable units. The Contractor shall maintain regulatory oversight capability to ensure that compliance for their facility and operable units is maintained, for the groundwater-monitoring program by PNNL.

The Contractor will perform vadose zone characterization around the Tank Farms in accordance with TPA and other regulatory requirements. This effort will be integrated with the PNNL groundwater monitoring effort and DOE-ORP *Resource Conservation and Recovery Act of 1976 (RCRA) Facility Investigation/Corrective Measures Studies*.

C.3 RIVER PROTECTION PROJECT

(a) Technical Scope of the Contract

The River Protection Project (RPP) scope of this Contract encompasses activities identified in the Tank Farm Contract River Protection Project Baseline (hereafter "Tank Farm Contract River Protection Project Baseline" or "Baseline") as amended by approved Baseline Change Requests (BCRs) needed to: (1) safely store, operate and interim stabilize tank waste within an approved authorization basis for such operations applying appropriate life cycle asset management; (2) retrieve and dispose waste from and interim close single shell tanks consistent with the TPA and other applicable Federal or State laws, regulations; and retrieve and dispose waste from double shell tanks, including completion of upgrades and waste retrieval and transfer systems; (3) construct, operate, and maintain facilities necessary for storage/disposal of immobilized waste whether onsite or offsite, including balance of plant construction; (4) stabilize facilities and preparation of tank closure plans for SSTs as contemplated in the TPA ; (5) execute supporting project management responsibilities including strategic analysis, baseline management, contracting functions, compliance, finance and administration, and (6) perform decommissioning and decontamination to support improved long term operational efficiencies, as set forth in the following sections:

- (1) Safe Tank Waste Storage
 - (i) General Description

Contractor shall provide an adequate, comprehensive, and reliable safety basis for the management and storage of waste managed by Contractor under the scope of this contract. This will be accomplished by developing, operating to and maintaining an integrated Authorization Basis (AB), and by resolving outstanding safety issues and unreviewed safety questions to ensure safe storage and retrieval of waste. Proposals to modify the AB shall be made as appropriate to provide a cost effective AB for safe and reliable waste retrieval, feed delivery, and immobilized product storage. Waste sampling and characterization will

be performed as required to assure safe storage conditions. Waste monitoring, characterization, treatment, disposal and reporting will be performed as required to meet regulatory requirements. HLW within the waste acceptance criteria will be received into the double-shell tank (DST) system from Hanford Site facilities as required to support the Hanford Site cleanup mission.

The Contractor will also adequately perform operations and maintenance; effectively manage, plan, and utilize resources; and implement an approved life-cycle asset management system.

(ii) Tank Farm Upgrades

Contractor shall upgrade tank farms to support safe and reliable operation and tank waste retrieval, staging and delivery efforts. This includes performing waste transfer system upgrades necessary to provide a compliant system to support waste feed delivery to the WTP and will include completion of additional waste system upgrades contained in the Baseline. The Contractor will comply with all regulations; and improve infrastructure reliability, operability and maintainability (including upgrades to transfer systems, instrumentation and control systems, electrical distribution and ventilation systems).

(iii) Interim Stabilization

The Contractor shall remove pumpable liquids from the single-shell tanks (SSTs) and transfer to DSTs to reduce environmental risk. The criteria and milestones in the Interim Stabilization Consent Decree shall be met. Entry points into stabilized SSTs shall be capped or plugged as required such that waste and water will not re-enter the tank.

(2) Waste Retrieval

(i) General Description

Contractor shall in an environmentally sound, safe, secure, and cost-effective manner:

- Retrieve wastes from SSTs, DSTs, and designated miscellaneous underground storage tanks (MUSTs); and
- Provide waste to the WTP contractor for processing.

The waste retrieval and feed delivery workscope will be projectized to assure required deliverables are met. Contractor shall establish the functions and requirements and install the equipment needed to reliably deliver the proper waste feed on schedule to the WTP contractor for Phase I waste treatment as defined in the WTP Contract.

The *Tank Waste Remediation System (TWRS) Environmental Impact Statement Record of Decision* calls for retrieval of wastes from all 149 SSTs, 28 DSTs, and MUSTs. Until all waste is retrieved, the DSTs must function to store and prepare waste retrieved from SSTs and MUSTs for waste treatment facilities while optimizing utilization of DST space.

(ii) Single Shell Tank Retrieval

Contractor shall develop methods, systems and requirements for retrieving wastes from the Single Shell Tanks to the extent needed to close them in accordance with RCRA and the *Atomic Energy Act of 1954* (AEA). SST retrieval methods and requirements shall support SST retrieval demonstrations.

Single shell tank retrieval demonstration objectives include developing technologies to retrieve salt cake, hard heel, and other wastes from SSTs; determining technology limitations, retrieval efficiencies, safety and environmental concerns, and cost impacts for SST retrieval systems; evaluating alternative retrieval technologies for SSTs that have leaked or may leak; and supporting the transition and closure of SSTs and tank farms.

(iii) Double Shell Tank Retrieval and Waste Feed Delivery

Contractor shall design, construct, install and test systems for retrieving wastes from the DSTs to meet the waste feed requirements of the WTP. The Contractor will also maintain these systems to be operational when required to deliver waste. This will require providing DST waste retrieval systems that can supply waste feed in composition sufficient to meet waste feed delivery in quantities and rates sufficient to support the WTP processing capacities. This shall also include providing tank characterization and waste samples to support WTP planning and testing requirements, as identified in the Baseline. Also included is support for the development of the RPP flowsheet and planning inclusive of all major process steps and/or systems including but not limited to: SSTs, DSTs, pre-treatment, immobilization, immobilized product storage and disposal, as identified in the Baseline. Development of the RPP flowsheet includes improving the quality of input data, developing flowsheet assumptions, identifying inputs and outputs at each step, and developing constraints/requirements at each step.

(3) Treat Waste - Support

(i) General Description

Contractor shall design, procure, construct and operate infrastructure sufficient to enable the WTP facilities to be constructed and operated in accordance with the WTP contract, and consistent with the Interface Control Documents for infrastructure activities. Infrastructure shall be designed and constructed to support the addition of infrastructure needed to increase the WTP operations capacities consistent with the expandability requirements of the Contract.

(4) Storage/Disposal

(i) General Description

The Contractor shall provide safe storage and final near-surface disposal whether onsite or offsite, for ILAW and failed or decommissioned melters from the WTP. Safe interim storage for IHLW shall also be provided.

The ILAW Disposal Project shall be complete when all the ILAW is disposed, long-term surveillance and monitoring of the ILAW disposal site is ongoing, and interim storage facilities have been decontaminated and decommissioned. The ILAW Storage and Disposal facilities will receive accepted immobilized low activity tank waste from WTP contractor. The ILAW waste packages will be placed in near surface storage and disposal facilities. The near surface disposal systems along with the waste packages shall meet regulatory requirements for transportation and near-surface disposal of low-level waste.

The IHLW Interim Storage Facility will receive accepted IHLW, and transport these products to a Canister Storage Building (CSB), where the product will be stored until shipped to a geologic repository. Storage of the Phase I product in the CSB will consolidate the high level waste in one area and provide a safe, environmentally sound storage of the IHLW product. HLW Interim Storage will provide additional storage capacity during Phase II treatment. In addition HLW Interim Storage will provide loadout capability for shipment of IHLW canisters to a geologic repository.

(5) Close Facilities

(i) General Description

Contractor shall undertake facilities stabilization preparatory for the transition of such facilities for deactivation and decommissioning. Contractor shall develop closure plans in conformance with NEPA analysis developed to support tank closure and applicable RCRA requirements. The plans shall provide closure definition, system design, authorization basis, work plans, approvals and other information necessary for closing the SSTs in accordance with the closure requirements of DOE Manual 435.1-1 and TPA Milestones.

(6) Manage Projects

(i) General Description

Contractor shall establish and maintain necessary systems and organizational components necessary to execute the technical work scope set forth in this section of the Contract. This includes but is not limited to organizational components responsible for strategic analysis and integration; business management; contracts; compliance; finance and administration, consistent with the WBS descriptions in the DOE Mission Analysis Report.

(b) Required Investment by DOE – (Government Furnished Services/Items)

DOE and the Contractor both recognize that the successful execution of the Scope of Work of this contract will require cooperative efforts by both parties to minimize non-value added transactions. Within this recognition there are certain commitments and actions required on the part of the Government to achieve the desired performance within the level funding assumptions underlying the Baseline. Description of the Government

Furnished Services/Items is set forth in the PBIs included in Section J, Appendix D, *Performance Based Incentives*.

The DOE and Contractor recognize that achieving the work set forth in the PBIs is a cooperative undertaking that requires both parties to seek innovative approaches to achieve the end objective. Streamlining process and eliminating non-value-added requirements are critical to accomplishing the desired objectives of the PBIs. Both parties agree through the term of this contract to use their best efforts and to cooperate in seeking the reduction of non-value-added requirements and processes that impede progress.

The Statements of Commitment set forth in the PBIs identify the commitments or deliverables necessary to achieve the desired endpoint/outcome. The parties will work during the term of the contract to fulfill the objective and meet the commitment and deliverables identified therein. During the performance of the contract, the parties agree that efficiencies and performance improvements will be required to reduce the actual cost and/or improve the schedule for the work.

The Contractor and the Government will establish a Partnering Agreement which is intended to support the achievement of the accelerated mission set forth in the PBIs. The agreement will establish a common vision with supporting goals and missions. It will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism and build a better understanding of one another's position. The agreement will also include joint commitments to:

- Maintain high safety performance
- Eliminate barriers to a faster, more cost effective program
- Create an organizational culture able to accommodate change
- Resolve conflicts through a coordinated work effort to avoid adversarial relations
- Reinforce the partnered relationship with honest feedback and continual improvement.

C.4 SUPPORT FOR WASTE TREATMENT PROJECT CONTRACTOR

The Contractor shall be responsible for providing support to the Hanford Waste Treatment Complex Project. Part of the RPP mission is to separate the Hanford Site tank waste into LAW and HLW fractions and to immobilize and dispose of them in an environmentally sound, safe, and cost-effective manner.

The Contractor shall be responsible for coordinating the WTP contractor's requirements for infrastructure, utility, and service support with the PHMC, who shall provide such support as specified in RPP Interface Control Documents. Required services include waste sampling and characterization.

C.5 CROSS-CUTTING SERVICES

The Contractor shall obtain samples from high-level waste tanks for WTP, and the PHMC and its subcontractors at the Hanford Site. The sampling techniques may include grab sampling for liquids, core sampling for liquids and solids, and vapor sampling. Contractor will also provide coordination of laboratory analysis and data interpretation.

The Contractor shall receive liquid radioactive wastes that meet Contractor tank waste acceptance criteria from other site-wide facilities for storage in the DST systems and eventual immobilization and disposal.

The Contractor shall provide support for groundwater/vadose zone integration activities consistent with DOE-ORP approved interface management agreements.

The Contractor shall provide sitewide ventilation and balance services.

C.6 INTERACTIONS WITH OTHER PRIME CONTRACTORS

The Contractor may, from time to time, provide services to and receive services from other Hanford Site DOE prime contractors by memoranda of agreement or other subcontract arrangements. The Contractor is encouraged to utilize the specified expertise of the PHMC, PNNL, the Site Occupational Medical Contract (SOMC), the Environmental Restoration Contractor (ERC), and the Energy Savings Performance Contractor (ESPC) to accomplish the TFC mission. In the event the Contractor determines that services may be obtained from more cost effective sources of supply, Contractor shall notify DOE of its proposal to utilize other sources and provide Contractor's cost/benefit analysis to DOE. The Contractors shall work with each other in identifying yearly requirements for services. DOE approval will be obtained prior to changing service providers.

**PART I – THE SCHEDULE
 SECTION H
 SPECIAL PROVISIONS**

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PART I – THE SCHEDULE
SECTION H
SPECIAL PROVISIONS

H.1 PERFORMANCE BASED INCENTIVES, FEE DISTRIBUTION AND FEE POOL

(a) Establishment of Performance Based Incentives (PBIs)

Performance Based Incentives (PBIs), set forth agreed upon incentive fee and the requirements, criteria and/or specifications for acceptable performance. The PBI shall also include any Government Furnished Services/Items and Commitments applicable to the PBI. The PBI format is included in Section J, Appendix D, *Performance Based Incentives*.

PBIs and related fee distribution for the term of the Contract shall be established based on the work activities described in Section C, *Statement of Work* and the PBI. PBI completion criteria will be set forth in each PBI. The PBIs and related fee distribution will be incorporated into the Contract in Section J, Appendix D, *Performance Based Incentives*.

PBIs and fee distribution will emphasize completion of mission scope as set forth in the desired outcome section of the PBI. PBIs shall be mutually agreed upon at the beginning of the Contract term. PBIs may be updated when determined necessary and new PBIs may be created during the Contract term. The U.S. Department of Energy (DOE) shall incorporate the agreed to PBIs into the Contract.

If agreement on initial, updated or new PBIs cannot be reached, the Contracting Officer may make the determination regarding PBIs and related fee distribution, and may unilaterally incorporate that determination into the Contract. However, if the Contractor disagrees with the DOE established PBIs and related fee distribution, the Contractor may appeal to the Head of Contracting Activity (HCA). The final decision will be at the unilateral discretion of the HCA.

(b) Interference

In the event that the Contractor believes that DOE has interfered with its ability to meet specific performance expectations, it may present evidence to support this position along with a proposed adjustment to the HCA. The HCA shall make a unilateral determination and shall provide a copy of that determination to the Contractor.

(c) Incentives

The PBIs shall establish the fee directly assigned to the accomplishment of each PBI. The PBIs will indicate whether an incentive fee payment which may be available under that PBI is incremental or provisional as defined in Section H, Clause entitled, *Incremental and Provisional Payments of Fee*.

(d) Fee Re-Allocation due to Cancellation or Changes

If, for any reason, DOE cancels an expectation defined in a PBI, DOE and Contractor shall seek to mutually agree to any partial fee payable to Contractor for partial completion of the cancelled PBI expectation. Any unpaid fee attached to that expectation of the cancelled PBI shall be reallocated to a new PBI expectation, or to existing other PBI expectations, or to a combination of new and existing PBI expectations. The Contracting Officer shall make the reallocation decision and the final determination of entitlement to partial fee. However, if the Contractor disagrees with the Contracting Officer's decision, the Contractor may appeal to the HCA, who shall unilaterally decide the issue.

(e) Fee Determinations

PBIs may be either annual or multi-year in duration and include annual or multi-year end points. When a PBI fee bearing milestone is completed, Contractor shall submit its request for payment of fee which shall include any documents required by the PBI to support Contractor's claim for fee. DOE will make final fee determination within 45 days after submission of Contractor's claim for payment of fee. The final determination that the Contractor met the requirements of the PBI and is entitled to the payment of fee shall be made at the unilateral discretion of the HCA.

(f) Acceleration Fee

Acceleration PBIs or Acceleration Fee (previously referred to as Superstretch) earning milestones within a PBI may be established to challenge the Contractor to accomplish significant and mission critical work activities beyond the work currently funded or which significantly accelerate workscope. Acceleration PBIs will be agreed upon prior to commencement of work and incorporated into the contract in Section J, Appendix D, *Performance Based Incentives*.

The funds for accomplishing an Acceleration PBI or acceleration fee earning milestone in a PBI will be obtained from cost savings realized through efficiencies and/or workscope deletions and not deferrals. The Contracting Officer shall approve workscope deletions. Prior to initiation of the acceleration fee bearing workscope the Contractor shall provide a notice to DOE that includes an affirmative statement that the acceleration workscope will be performed from cost savings.

The fee for completion of the Acceleration PBI or Acceleration fee milestone in a PBI, will be paid from cost savings and will be outside the fee pool identified in the Section B Clause entitled, *Estimated Cost and Fee*. The fee payments for completion of Acceleration PBIs or Acceleration fee milestones will be separate from and not subject to or impact the provisional payment of fee limitations described in the Section H, Clause entitled, *Incremental and Provisional Payments of Fee*.

(g) Multi-Year Performance Based Incentives

A multi-year performance based incentive is any PBI in which the requirements are established in one fiscal year but the final completion date extends into a future fiscal year.

(h) Fee Pool:

It is the intent of the parties that the entire fee pool identified in the Section B Clause entitled, *Estimated Cost and Fee*, will be allocated and made available during the contract term by assigning fee to the annual or multi-year PBIs. The allocation is at the unilateral discretion of the Contracting Officer. However, if the Contractor disagrees with the Contracting Officer's decision, the Contractor may appeal to the HCA, who shall unilaterally decide the issue.

Fee from the annual and multi-year PBIs, which is unearned for failure to meet PBI requirements shall not be returned to the unallocated fee pool, and shall be applied to other baseline work. This will be documented on an approved change request. The total estimated fee pool may be adjusted in accordance with the Section B Clause entitled, *Estimated Cost and Fee*.

(i) Cost Constraint:

Contractor shall perform all Contract work within DOE established cost constraints and Contractor cost performance is subject to the provisions set forth by the Section I Clause entitled, *Conditional Payment of Fee, Profit, or Incentives, Alternate 1*.

(j) Evaluation Period Definition

An evaluation period, as used in Section I Clause, DEAR 970.5215-3, "Conditional Payment of Fee, Profit, or Incentives, Alternate 1," is defined as consecutive one year periods commencing with the first evaluation period which runs from October 1, 2002 to September 30, 2003. The earned fee amount means the amount of provisional and incremental fee the Contractor earns in an evaluation period. In accordance with Section I Clause, *Conditional Payment of Fee, Profit, or Incentives, Alternate 1*, fee reductions (repayment) will occur immediately following the action by the Office of River Protection, Field Office Manager. The Contractor shall submit any repayment within 10 working days of receipt of notification from the Field Office Manager.

PART III - LIST OF DOCUMENTS EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Appendix	Title
A	Key Personnel
B	Advance Understanding on Personnel Costs, Policies and Procedures
C	DOE Directives
D	Performance Based Incentives
E	Guidance for Other Required Plans
F	Environment, Safety, and Health Budget Planning And Execution
G	Guidance for Preparation of Diversity Plan
H	Reserved
I	Small Business Subcontracting Plan (See Modification No. M021 [FY2000], M043 [FY 2001] M050 [FY 2002] and M054 [FY 2002])
J	Wage Determinations under the Service Contract Act
K	Special Bank Account Agreement (See Modification No. M028 and M043)
L	Site Service Manual, Revision 2 (See Modification No. M043 [Rev. 2], M065 [Rev. 3])
M	Davis-Bacon Wage Determination (See Modification 050)
N	Hanford Site Stabilization Agreement (See Modification 050)
O	Interface Documents Specific to WTP Interfaces
P	Provisional Payment of Fee Methodology/Criteria (See Modification A066)

Appendix P - Provisional Payment of Fee Methodology/Criteria
 (See Modification No. A066)

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
1	1.1.a.01	Complete Interim Stabilization of SSTs	\$75,000	AX-101		
	1.1.a.02	Complete Interim Stabilization of SSTs	\$75,000	U-111		
	1.1.b.01	Complete Interim Stabilization of SSTs	\$237,500	S-102		
	1.1.b.02	Complete Interim Stabilization of SSTs	\$237,500	U-107		
	1.1.b.03	Complete Interim Stabilization of SSTs	\$237,500	S-111		
	1.1.b.04	Complete Interim Stabilization of SSTs	\$237,500	SX-102		
	1.1.b.05	Complete Interim Stabilization of SSTs	\$237,500	BY-106		
	1.1.b.06	Complete Interim Stabilization of SSTs	\$237,500	U-108		
	1.1.b.07	Complete Interim Stabilization of SSTs	\$237,500	C-103		
	1.1.b.08	Complete Interim Stabilization of SSTs	\$237,500	S-107		
	1.1.b.09	Complete Interim Stabilization of SSTs	\$237,500	S-112		
	1.1.b.10	Complete Interim Stabilization of SSTs	\$237,500	S-101		
1.1.b.11	Complete Interim Stabilization of SSTs	\$237,500	SX-101			
1.1.b.12	Complete Interim Stabilization of SSTs	\$237,500	A-101			
2	2.1.a	Waste Feed Delivery		Complete RPP System Plan		
2	2.1.b	Complete AY/AZ/JAW Ph. I & AN Upgrades	\$3,431,274	Complete AY/AZ/JAW Phase I & AN Upgrades		
	2.1.b.01				1. Comp. AY/AZ/JAW Phase I Construction	\$857,818
	2.1.b.02				2. Complete AN Phase 1 Construction	\$857,819
	2.1.b.03				3. Receive HVAC Skids	\$857,818
2	2.1.c	Waste Feed Delivery Support - Implementation Plan Milestones	\$8,620,000			
2	2.1.c.01				1. Complete SY Farm Phase II Upgrades & turn over to OPS	\$1,300,000
	2.1.c.01.a				1.a. Upgrade SY Pits & turn over to OPS (Earn \$100K per Pit)	\$700,000
	2.1.c.02				2. Complete AW Farm Phase II Upgrades & turn over to OPS	\$600,000
	2.1.c.02.a				2.a. Upgrade AW Pits & turn over to OPS (Earn \$100K per Pit)	\$800,000
	2.1.c.02.b				2.b. Procure AW HVAC	\$600,000
	2.1.c.03				3. Complete Construction of the AZ-101 Retrieval System & turn over to OPS	\$1,000,000
	2.1.c.03.a				3.a. Install AZ-101 Transfer Pump	\$1,000,000
	2.1.c.04				4. Complete construction of AP to WTP Transfer System & turn over to OPS	\$1,000,000
	2.1.c.04.a				4.a. Fabricate Transfer Pipe	\$540,000
	2.1.c.04.b				4.b. Install 3500 linear feet of piping	\$540,000
	2.1.c.05				5. Complete AZ-156 building modifications & turn over to OPS	\$540,000
2	2.1.c.06	Waste Feed Delivery Support - TBD pending Implementation Plan Note: Fee projections are estimated, to be negotiated	\$9,948,726			
2	2.2	IHLW Storage Capacity		Provide IHLW Storage Capacity W-464		
	2.2.a.01		\$1,240,000	Fabrication of tubes		

Appendix P - Provisional Payment of Fee Methodology/Criteria
 (See Modification No. A066)

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
2	2.2.a.02		\$200,000	Erection of required stacks		
2	2.2.a.03		\$60,000	Modification of FTF Pit		
2	2.2.b		\$3,500,000	Completion of construction		
2	2.3	ILAW Disposal Capacity		Provide ILAW Disposal W-520		
2	2.3.a.01.a		\$540,000	Site preparation, road construction, utility relocation		
2	2.3.a.01.b		\$460,000	Trench excavation		
2	2.3.a.02		\$2,000,000	Completion of construction		
3	3.1.a	Retrieve & Close M-45 High Risk SSTs	\$1,000,000	Retrieve S-112	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.1.b		\$1,000,000	Interim Close S-112		
3	3.1.c		\$1,000,000	Retrieve S-102	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.1.d		\$1,000,000	Interim Close S-102		
3	3.1.e		\$500,000	Retrieve C-104	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$400,000
3	3.2.a	Remove Waste/Demonstrate Interim Closure of C-106 & Demonstrate Interim Closure of 4 Additional Low-Risk, Low-Volume Tanks	\$1,000,000	Remove Waste C-106	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.2.b		\$1,000,000	Interim Closure C-106		
3	3.2.c		\$1,000,000	Interim Closure C-201	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.2.c		\$1,000,000	Interim Closure C-202	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.2.c		\$1,000,000	Interim Closure C-203	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.2.c		\$1,000,000	Interim Closure C-204	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a	Interim Close Additional HLW Tanks		Interim Close Tanks Below		

Appendix P - Provisional Payment of Fee Methodology/Criteria
 (See Modification No. A066)

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
3	3.3.a.01		\$1,000,000	Interim Close AX-101	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.02		\$1,000,000	Interim Close AX-102	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.03		\$1,000,000	Interim Close AX-103	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.04		\$1,000,000	Interim Close AX-104	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.05		\$1,000,000	Interim Close S-103	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.06		\$1,000,000	Interim Close S-105	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.07		\$1,000,000	Interim Close S-106	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.08		\$1,000,000	Interim Close TY-101	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.09		\$1,000,000	Interim Close TY-102	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.10		\$1,000,000	Interim Close TY-103	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000

Appendix P - Provisional Payment of Fee Methodology/Criteria
 (See Modification No. A066)

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
3	3.3.a.11		\$1,000,000	Interim Close TY-104	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.12		\$1,000,000	Interim Close TY-105	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.13		\$1,000,000	Interim Close TY-106	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.14		\$1,000,000	Interim Close U-107	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.15		\$1,000,000	Interim Close U-201	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.16		\$1,000,000	Interim Close U-202	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.17		\$1,000,000	Interim Close U-203	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.18		\$1,000,000	Interim Close U-204	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.19		\$1,000,000	Interim Close C-104		
3	3.4.a	Interim Close Individual SST Tank Farms	\$2,000,000	Tank Farm AX & TY		
3	3.5.a	Complete Interim Stabilization 244-AR Vault	\$500,000	Complete Interim Stabilization 244-AR Vault		
4	4.1.a	Treat and Disposition TRU and LAW	\$5,000,000	Treat and Disposition 1,000,000 gallons of TRU and LAW		
4	4.1.a.01				1. 50% upon removal & treatment of the first gallon of either TRU sludge or other low-level waste	\$2,500,000
4	4.1.a.02				2. 2.5% per 50,000 gallons of either TRU sludge or other low-level waste treated. Earned value based upon BBI.	\$2,500,000
4	4.2.a	Retrieve & Consolidate TRU Waste From DSTs		Free up to 2 TRU DST for Other Uses		

CH2M HILL Hanford Group, Inc.
Contract No. DE-AC27-99RL14047, Modification A066

Appendix P - Provisional Payment of Fee Methodology/Criteria
(See Modification No. A066)

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
4	4.2.a.01		\$1,000,000	SY-102 Retrieval Comp Construction		
4	4.2.a.02		\$1,000,000	AW-103 Retrieval Comp Construction		
			\$72,000,000			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. A067	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03RL14047.001	5. PROJECT NO. (If applicable)		
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352				(C)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
				0	10B. DATED (SEE ITEM 13) September 30, 1999
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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See attached detail

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

(C)	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 Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign 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. 36

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$59,023,669.89 from \$698,329,212.70 to \$757,352,882.59.

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) Judith S. O'Connor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Judith S O'Connor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/02
(Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. A067	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03RL14047.001	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352		7. ADMINISTERED BY (If other than item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352	(0)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	0	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) September 30, 1999
CODE	FACILITY CODE	

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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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See attached detail

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

(0)	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	Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not. is required to sign and return ___ copies to the issuing office.

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15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith S. O'Connor		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Judith S. O'Connor</i> (Signature of Contracting Officer)	10/31/02

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. A067	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03RL14047.001	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352			(8)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
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12. ACCOUNTING AND APPROPRIATION DATA (if required)
See attached detail

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

(8)	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.
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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith S. O'Connor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Judith S. O'Connor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/13/02
(Signature of person authorized to sign)			

Funds 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:

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
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.

SF-0030

Modification No.: A067

Requisition No.: 03RL14047.001

Page: 1

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approve:</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>
	820200000			89X0242.91	\$0.00	\$1,277,669.89	\$0.00	\$1,277,669.89	\$1,277,669.89
	Fund Type Total				\$0.00	\$1,277,669.89	\$0.00	\$1,277,669.89	\$1,277,669.89
	Total Fin Plan:		RL		<u>\$0.00</u>	<u>\$1,277,669.89</u>	<u>\$0.00</u>	<u>\$1,277,669.89</u>	<u>\$1,277,669.89</u>

CH2M HILL HANFORD GROUP, INC.

Modification No.: A067 Requisition No.: 03RL14047.00/

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RV</u>	<u>Budget Ref</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</u>	<u>Prior Year</u> <u>Uncosted</u>	<u>Amount This</u> <u>Modification</u>	<u>Previous</u> <u>Modifications</u> <u>Signed This FY</u>	<u>Total</u> <u>FY Mods</u>	<u>Total</u> <u>BA Avail</u>
					89X0242.91					
	39EW01J20		PRN97D40200			\$0.00	\$1,851,000.00	\$0.00	\$1,851,000.00	\$1,851,000.00
	EW0100000					\$0.00	\$55,845,000.00	\$0.00	\$55,845,000.00	\$55,845,000.00
	EW1000000					\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00
Fund Type Total						\$0.00	\$57,746,000.00	\$0.00	\$57,746,000.00	\$57,746,000.00
Total Fin Plan:						\$0.00	\$57,746,000.00	\$0.00	\$57,746,000.00	\$57,746,000.00
Grand Total						\$0.00	\$59,023,669.89	\$0.00	\$59,023,669.89	\$59,023,669.89

Funds 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:

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
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.

SF-0030

Modification No.: A067

Requisition No.: 03RL14047.00/

Page: 1

Contract ID: RL14047

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>
820200000						\$0.00	\$1,277,669.89	\$0.00	\$1,277,669.89	\$1,277,669.89
Fund Type Total						\$0.00	\$1,277,669.89	\$0.00	\$1,277,669.89	\$1,277,669.89
Total Fin Plan:	RL					\$0.00	\$1,277,669.89	\$0.00	\$1,277,669.89	\$1,277,669.89

CH2M HILL HANFORD GROUP, INC.

Modification No.: A067

Requisition No.: 03RL14047. 001

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RV</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>
								<u>Signed This FY</u>		
	39EW01J20		PRN97D40200			\$0.00	\$1,851,000.00	\$0.00	\$1,851,000.00	\$1,851,000.00
	EW0100000					\$0.00	\$55,845,000.00	\$0.00	\$55,845,000.00	\$55,845,000.00
	EW1000000					\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00
	Fund Type Total					\$0.00	\$57,746,000.00	\$0.00	\$57,746,000.00	\$57,746,000.00
	Total Fin Plan:		RV			\$0.00	\$57,746,000.00	\$0.00	\$57,746,000.00	\$57,746,000.00
	Grand Total					\$0.00	\$59,023,669.89	\$0.00	\$59,023,669.89	\$59,023,669.89

Attachment 2
to 02-OPA-016

Distribution of Obligation Report

OPA:JSO
November 4, 2002

DOE RL

Contract No.: RL14047

Modification No.: A067

FINAL

Distribution of Obligation Report

FY: 2003

Listed below is a detailed distribution of funds available for obligation to your contract. Costs are to be reported to DOE Financial Management Division at the level of detail identified.

Due to Congressional, Office of Management and Budget, and/or Department actions/restrictions, total fiscal year funding may not be available for obligation. Following is a distribution of funds available for obligation to your contract. It should be pointed out that all funds available for obligation to your contract MAY NOT have been obligated (contract modification unsigned). At no time are costs plus commitments to exceed the total funds OBLIGATED (Signed) at the BNR control point or a budget reference control level.

FINAL

RBS467FA
DOE RL
Contract No.: RL14047

Modification No.: A067

Distribution of Obligations Report

FY: 2003

Fin Plan	RL	Fund Type	TE	Appropriation	RL Task	Prior Year Uncosted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
				89X0242.91						
Control Bud Reference	<u>BNR</u>	<u>Detail Bud Ref</u>	<u>Program Task</u>	<u>OPI</u>	<u>Local Project</u>	<u>Activity Order</u>				
	820201000			RL90						
					0000	.00	1,277,669.89	.00	1,277,669.89	1,277,669.89
<i>Reversal of Y/E adjustment.</i>										
Total Control Budget Ref:		820201000				.00	1,277,669.89	.00	1,277,669.89	1,277,669.89
Total BNR:		820200000				.00	1,277,669.89	.00	1,277,669.89	1,277,669.89
Total BNR Control:		TE				.00	1,277,669.89	.00	1,277,669.89	1,277,669.89
Total Fund Type:						.00	1,277,669.89	.00	1,277,669.89	1,277,669.89
Total Fin Plan:						.00	1,277,669.89	.00	1,277,669.89	1,277,669.89

Distribution of Obligations Report

FY: 2003

Fin Plan	RV	Fund Type	TE	Appropriation	89X0242.91	RL Task	Prior Year Uncofsted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
Control Bud Reference	BNR	Detail Bud Ref	Program Task	OPI	Local Project Order						
PRN01D41600	39EW01J20	PRN01D41600	ADSORPTW06		W530	OCH0	.00	.00	.00	.00	.00
Total Control Budget Ref:											
		PRN01D41600					.00	.00	.00	.00	.00
PRN94D40700	39EW01J20	PRN94D40700	ADSORPTW04		W211	OCH0	.00	.00	.00	.00	.00
Total Control Budget Ref:											
		PRN94D40700					.00	.00	.00	.00	.00
PRN97D40200	39EW01J20	PRN97D40200	ADSORPTW04		W314	OCH0	.00	1,851,000.00	.00	1,851,000.00	1,851,000.00
<i>initial allocation per CR through Nov. 22nd</i>											
		PRN97D40200					.00	1,851,000.00	.00	1,851,000.00	1,851,000.00
Total BNR:											
		39EW01J20					.00	1,851,000.00	.00	1,851,000.00	1,851,000.00
Total BNR Control:											
		39EW01J20					.00	1,851,000.00	.00	1,851,000.00	1,851,000.00
PRN01D41400	39EW04J20	PRN01D41400	ADSORPPED		W464	OCH0	.00	.00	.00	.00	.00
Total Control Budget Ref:											
		PRN01D41400					.00	.00	.00	.00	.00
Total BNR:											
		39EW04J20					.00	.00	.00	.00	.00
Total BNR Control:											
		39EW04J20					.00	.00	.00	.00	.00
<i>Initial allocation per CR through Nov. 22nd</i>											
		EW01J2030	ADSORPTW03			OCH0	.00	26,000,000.00	.00	26,000,000.00	26,000,000.00
<i>Initial allocation per CR through Nov. 22nd</i>											
		EW01J2030	ADSORPTW03			OCH0	.00	.00	.00	.00	.00
Total Control Budget Ref:											
		EW01J2030	ADSORPTW03		W420	OCH0	.00	.00	.00	.00	.00
Total BNR:											
		EW01J2030	ADSORPTW03				.00	.00	.00	.00	.00
Total Control Budget Ref:											
		EW01J2030					.00	26,000,000.00	.00	26,000,000.00	26,000,000.00
Total BNR:											
		EW01J2040	ADSORPTW04			OCH0	.00	12,516,000.00	.00	12,516,000.00	12,516,000.00
<i>Initial allocation per CR through Nov. 22nd</i>											
		EW01J2040	ADSORPTW04			OCH0	.00	.00	.00	.00	.00
Total Control Budget Ref:											
		EW01J2040	ADSORPTW04		W535	OCH0	.00	.00	.00	.00	.00
Total BNR:											
		EW01J2040	ADSORPTW04				.00	.00	.00	.00	.00

Attachment 1
to 02-OPA-034

Modification A068

OPA:JSO
November 27, 2002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. A068	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03RL14047.002	5. PROJECT NO. (If applicable)		
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352				(✓)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
					10B. DATED (SEE ITEM 13) September 30, 1999
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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See attached detail

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 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. 37

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$43,944,693.65 from \$757,352,882.59 to \$801,297,576.24.

Revise Modification A066, page 1, Block 14 of the Standard Form 30 as follows:
 Delete: "...in Section J delete DOE O 210.1, DOE O 224.1, DOE O 425.1B, and DOE O 2300.1B.."
 Replace with: "...in Section J delete DOE O 224.1 and DOE O 2300.1B...."

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) Judith S. O'Connor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Judith S. O'Connor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/13/2002
(Signature of person authorized to sign)			

Funds 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:

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
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.

SF-0030

Modification No.: A068

Requisition No.: 03RL14047. 202

Page: 1

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</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>
	WM0000000		\$118,799.19	\$0.00	\$0.00	\$0.00	\$118,799.19
	Fund Type Total		\$118,799.19	\$0.00	\$0.00	\$0.00	\$118,799.19
<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approx:</u>	<u>89X0242.91</u>		
	820200000			(\$8,574,458.58)	\$1,277,669.89	(\$9,222,330.11)	(\$17,796,788.69)
	EW0100000		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	EW0400000		\$475.78	\$0.00	\$0.00	\$0.00	\$475.78
	EW1000000		\$2,873.55	\$15,000.00	\$0.00	\$15,000.00	\$17,873.55
	EW4000000		\$604,662.84	\$0.00	\$0.00	\$0.00	\$604,662.84
	YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$1.00

CH2M HILL HANFORD GROUP, INC.

Modification No.: A068 Requisition No.: 03RL14047-022

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RV</u>	<u>Budget Ref</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</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>
								<u>Signed This FY</u>		
					89X0242.91					
	39EW01J20		PRN01D41600			\$54,524.34	\$0.00	\$0.00	\$0.00	\$54,524.34
	39EW01J20		PRN94D40700			\$13,515,827.07	\$0.00	\$0.00	\$0.00	\$13,515,827.07
	39EW01J20		PRN97D40200			\$3,448,739.82	\$4,700,260.00	\$1,851,000.00	\$6,551,260.00	\$9,999,999.82
	39EW04J20		PRN01D41400			\$812,995.30	\$0.00	\$0.00	\$0.00	\$812,995.30
	EW0100000					\$6,981,726.51	\$49,729,433.65	\$55,845,000.00	\$105,574,433.65	\$112,556,160.16
	EW1000000					\$56,235.17	\$0.00	\$50,000.00	\$50,000.00	\$106,235.17
	Fund Type Total					\$24,870,048.21	\$54,429,693.65	\$57,746,000.00	\$112,175,693.65	\$137,045,741.86
	<u>Fin Plan:</u>	<u>RV</u>	<u>Fund Type:</u>	<u>TP</u>	<u>Approp:</u>	<u>89X0251.91</u>				
	820101000					\$10,550.99	\$0.00	\$0.00	\$0.00	\$10,550.99
	Fund Type Total					\$10,550.99	\$0.00	\$0.00	\$0.00	\$10,550.99
	<u>Total Fin Plan:</u>	<u>RV</u>				<u>\$24,880,599.20</u>	<u>\$54,429,693.65</u>	<u>\$57,746,000.00</u>	<u>\$112,175,693.65</u>	<u>\$137,056,292.85</u>
	<u>Grand Total</u>					<u>\$17,032,952.98</u>	<u>\$43,944,693.65</u>	<u>\$59,023,669.89</u>	<u>\$102,968,363.54</u>	<u>\$120,001,316.52</u>

Attachment 2
to 02-OPA-034

Distribution of Obligation Report

OPA:JSO
November 27, 2002

DOE RL

Contract No.: RL14047

Modification No.: A068

FINAL

Distribution of Obligation Report

FY: 2003

Listed below is a detailed distribution of funds available for obligation to your contract. Costs are to be reported to DOE Financial Management Division at the level of detail identified.

Due to Congressional, Office of Management and Budget, and/or Department action/s/restrictions, total fiscal year funding may not be available for obligation. Following is a distribution of funds available for obligation to your contract. It should be pointed out, that all funds available for obligation to your contract MAY NOT have been obligated (contract modification unsigned). At no time are costs plus commitments to exceed the total funds OBLIGATED (Signed) at the BNR control point or a budget reference control level.

Distribution of Obligations Report

FY: 2003

Fin Plan	RL	Fund Type	TE	Appropriation	89X0242.91	Local Activity	RL Task	Prior Year Uncoasted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
Control Bud Reference	BNR	Detail Bud Ref	Program Task	OPI	Protect	Order						
	820201000			RL90			0000	-1,277,669.89	.00	1,277,669.89	.00	.00
	820201000			RL9B			BH11	58,535.44	.00	.00	58,535.44	58,535.44
	820201000			RL9F			FDH1	10,782.21	1,000,000.00	.00	1,010,782.21	1,010,782.21
8202 Authority	820201000			RL9N			BN11	100,000.00	.00	.00	100,000.00	100,000.00
	820201000			RLD0			PNL1	17,954.18	.00	.00	17,954.18	17,954.18
Total Control Budget Ref:		820201000						-1,090,398.06	1,000,000.00	1,277,669.89	1,187,271.83	1,187,271.83
Total BNR:		820202000		RLD0			PNL1	-1,090,398.06	1,000,000.00	1,277,669.89	1,187,271.83	1,187,271.83
	820202000			RL90			0000	-1,843,909.00	.00	.00	-1,843,909.00	-1,843,909.00
	820202000			RL9F			0000	1,091,712.79	.00	.00	1,091,712.79	1,091,712.79
	820202000			RL9F			0000	-35,593,730.09	.00	.00	-35,593,730.09	-35,593,730.09
8202 Authority	820202000			RL9F			BASE	-506,975.85	-1,500,000.00	.00	-2,006,975.85	-2,006,975.85
8202 Authority	820202000			RL9F			FDH1	29,915,129.29	-10,000,000.00	.00	19,915,129.29	19,915,129.29
	820202000			RL9H			HEH1	-490,196.66	.00	.00	-490,196.66	-490,196.66
	820202000			RLD0			BASE	-56,091.00	.00	.00	-56,091.00	-56,091.00
Total Control Budget Ref:		820202000						-7,484,060.52	-11,500,000.00	.00	-18,984,060.52	-18,984,060.52
Total BNR:		820200000						-7,484,060.52	-11,500,000.00	.00	-18,984,060.52	-18,984,060.52
Total BNR Control:		EW01J2060						-8,574,458.58	-10,500,000.00	1,277,669.89	-17,796,788.69	-17,796,788.69
							0000	-408,773.14	.00	.00	-408,773.14	-408,773.14

Distribution of Obligations Report

FY: 2003

Fin Plan	RL	Fund Type	TE	Appropriation	RL Task	Prior Year Uncosted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
Total BNR:	EW40CT010	EW40AS010	ADSRLO6PS01	89X0242.91	0000	41,048.27	.00	.00	41,048.27	41,048.27
Total Control Budget Ref:						563,614.57	.00	.00	563,614.57	563,614.57
Total BNR:						563,614.57	.00	.00	563,614.57	563,614.57
Total BNR Control:	YN0100000				UNDI	604,662.84	.00	.00	604,662.84	604,662.84
						1,100,000.00	.00	.00	1,100,000.00	1,100,000.00
					GOCO	1.00	.00	.00	1.00	1.00
					UN99	-1,100,000.00	.00	.00	-1,100,000.00	-1,100,000.00
Total Control Budget Ref:						1.00	.00	.00	1.00	1.00
Total BNR:						1.00	.00	.00	1.00	1.00
Total BNR Control:						1.00	.00	.00	1.00	1.00
Total Fund Type:						-7,966,445.41	-10,485,000.00	1,277,669.89	-17,173,775.52	-17,173,775.52
Total Fin Plan:	RL					-7,847,646.22	-10,485,000.00	1,277,669.89	-17,054,976.33	-17,054,976.33

Distribution of Obligations Report

FY: 2003

Fin Plan	RV	Fund Type	TE	Appropriation	89X0242.91	RL Task	Prior Year Uncoasted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
Control Bud Reference	BNR	Detail Bud Ref	Program Task	OPI	Local Activity Order						
Total Control Budget Ref:		EW01J2040					769,852.03	5,815,002.00	12,516,000.00	19,100,854.03	19,100,854.03
Total BNR:							769,852.03	5,815,002.00	12,516,000.00	19,100,854.03	19,100,854.03
5th CR allocation through 1/1/03		EW01J2060	ADSORPTW06				5,262.97	70,500.00	1,100,000.00	1,175,762.97	1,175,762.97
5th CR allocation through 1/1/03. To be used for Steam Reforming contract.		EW01J2060	ADSORPTW06				.00	5,000,000.00	.00	5,000,000.00	5,000,000.00
Total Control Budget Ref:		EW01J2060					5,262.97	5,070,500.00	1,100,000.00	6,175,762.97	6,175,762.97
Total BNR:							5,262.97	5,070,500.00	1,100,000.00	6,175,762.97	6,175,762.97
5th CR allocation through 1/1/03		EW01J2090	ADSORPTW09				-9,779.82	924,132.00	1,900,000.00	2,814,352.18	2,814,352.18
5th CR allocation through 1/1/03		EW01J2090	EQU				13,887.69	.00	.00	13,887.69	13,887.69
5th CR allocation through 1/1/03		EW01J2090	GPPR	W529			24,290.71	.00	.00	24,290.71	24,290.71
Total Control Budget Ref:		EW01J2090					28,398.58	924,132.00	1,900,000.00	2,852,530.58	2,852,530.58
Total BNR:							28,398.58	924,132.00	1,900,000.00	2,852,530.58	2,852,530.58
5th CR allocation through 1/1/03		EW01J2100	ADSORPTW10				4,202,537.20	13,281,689.00	12,100,000.00	29,584,226.20	29,584,226.20
5th CR allocation through 1/1/03		EW01J2100	EQU				146,710.42	.00	.00	146,710.42	146,710.42
Closeout of RFSs #1W7661-CARS, and #WF0079-FH support for CD3C		EW01J2100	ADSORPTW10				221,938.15	-221,447.63	.00	490.52	490.52
Allocation for RFS #WFO-090 - 2440 Steven Bldg Modifications/Maintenance for ORP		EW01J2100	ADSORPTW10				38,500.00	55,000.00	.00	93,500.00	93,500.00
Total Control Budget Ref:		EW01J2100					4,609,685.77	13,115,241.37	12,100,000.00	29,824,927.14	29,824,927.14
Total BNR:							4,609,685.77	13,115,241.37	12,100,000.00	29,824,927.14	29,824,927.14
add'l funds transfer for inventory from FH to CHG, did not occur as planned.		EW01J210A	ADSORPTW10				.00	40,000.00	729,000.00	769,000.00	769,000.00
Total Control Budget Ref:							.00	40,000.00	729,000.00	769,000.00	769,000.00

Distribution of Obligations Report

FY: 2003

Fin Plan	RV	Bud Ref	Detail Bud Ref	Fund Type	TP	Appropriation	Local Project	Activity Order	RL Task	Prior Year Uncosted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
	820101000					89X0251.91			0000	7,550.99	.00	.00	7,550.99	7,550.99
	820101000							FLUM22000047		3,000.00	.00	.00	3,000.00	3,000.00
Total Control Budget Ref:		820101000								10,550.99	.00	.00	10,550.99	10,550.99
Total BNR:		820101000								10,550.99	.00	.00	10,550.99	10,550.99
Total BNR Control:		820101000								10,550.99	.00	.00	10,550.99	10,550.99
Total Fund Type:			TP							10,550.99	.00	.00	10,550.99	10,550.99
Total Fin Plan:										24,880,599.20	54,429,693.65	57,746,000.00	137,056,292.85	137,056,292.85
Grand Total:										\$17,032,952.98	\$43,944,693.65	\$59,023,669.89	\$120,001,316.52	\$120,001,316.52

U.S. DEPARTMENT OF ENERGY
Procurement Request-AuthorizationFormerly PR-799A
(Previous editions are obsolete)**INITIAL PADS DATA ENTRY INFORMATION**

1. Awarding Office U.S. Department of Energy Office of River Protection		2. Initiating Office Budget Division	
3. PRA Number 03RL14047.002		4. Change/Correction in Process? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Description of Work/Purpose of Assistance Contract Modification (November)			
Has List of Sources Been Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
6. Awardee Name CH2M Hill Hanford Group, Inc.		7. Address	
6a. Division			
8. Government Share \$43,944,693.65	9. Awardee Share \$0.00	10. Total \$43,944,693.65	
11. Total Funds This PR: \$43,944,693.65			
12. Name - Project Manager/Initiator John B. Sellards	13. Signature <i>John B. Sellards</i>	14. Date 12/3/02	15. Office Code
			16. Telephone Number 373-0664

GENERAL AWARD INFORMATION

17. Acquisition <input type="checkbox"/> Advisory & Assistance Services <input type="checkbox"/> Research & Development <input type="checkbox"/> Support Services <input type="checkbox"/> A/E Services <input type="checkbox"/> Supplies <input type="checkbox"/> Other <input type="checkbox"/> Construction			18. Financial Assistance <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant	
19. Product/Service Code (Applies to Acquisition only)		20. CFDA (Applies to Assistance Only)		
21. Master BIN		22. Desired Award Date		
23. Unsolicited Proposal Number		24. Project Number		

FUNDS COMMITTED

25. Approp. Symbol	26. B&R No.	27. Dollar Amt.	28. Obj. Class	29. ADS/TTP	30. AFP	31. Program Budget Official's Signature**	32. CFA
See						<i>OK [Signature]</i>	
Attached							

33. From Continuation Sheet		34. Project Period	
35. Total Funds This PRA Are These Annual Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		36. Budget Period (Applies to Assistance Awards Only)	

CERTIFYING OFFICIAL: I Herby Certify That the Funds Cited in Item 35 Are Available.

37. Name and Title JJ Dippel, FMD	38. Signature <i>JJ Dippel</i>	39. Date 12-3-2002
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PROGRAM REVIEWING OFFICIAL

40. Name and Title Judith S. O'Connor, ORP C/O	41. Signature <i>Judith S. O'Connor</i>	42. Date 12-3-2002
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43. For Initiating Office/Local Office Use	44. Type of Procurement Action (TPA) Code	45. Negotiator Code
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46. Security. Will employees require security clearances for performance of this procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach DOE F 5634.2, (05-94) "Contract Security Classification Specification."
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47. Energy Policy Act. Is this procurement subject to the Energy Policy Act of 1992 (EPACT); i.e., will it directly satisfy an EPACT requirement or objective? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, does it involve either a research and development program or a demonstration of a commercial application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see the Notice related to this item. Amount of EPACT funding _____

Note: **We Herby Certify That Funds Cited Are Proper For This Procurement and In Compliance With Applicable Appropriations Acts and Fiscal Law.

Distribute 5 copies to: Contracting Office (White), Data Entry Control Point (Blue), Controller (Pink), Initiating Office (Green), and Office of Small and Disadvantaged Business Utilization (Goldenrod).

XID	CTID	FP	DCS	MAP	OBJ	FT	RESP	B&R	OPI	SUPP-DATA	PROGRAM-TASK	BUDGET-REF	LOC-PROJ	AMOUNT	REC-STATE	REL-TRAN
06909114	RL14047	RL	02-598	ROAC	254	TE	RJJ2	EW1001206			ADSRLL1000PD			3,000.00	VALID	
06909115	RL14047	RL	02-598	ROAC	254	TE	RJJ2	EW1001203			ADSRLL1000PD			12,000.00	VALID	
06914209	RL14047	RL	02-598	RO11		TE	RJJ2	820202000	RL9F					10,000,000.00-	VALID	
06914213	RL14047	RL	02-598	RO11		TE	RJJ2	820202000	RL9F					1,500,000.00-	VALID	
06914317	RL14047	RL	02-598	RO11		TE	RJJ2	820201000	RL9F					1,000,000.00	VALID	
06909100	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2030			ADSORPTW03			19,724,224.00	VALID	
06909101	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2040			ADSORPTW04			5,815,002.00	VALID	
06909102	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2090			ADSORPTW09			924,132.00	VALID	
06909103	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2100			ADSORPTW10			13,281,689.00	VALID	
06909104	RL14047	RV	02-598	RO21	310	TE	RJJ2	EW01J2110			ADSORPTW11			8,000.00	VALID	
06909105	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2110			ADSORPTW11			3,039,193.00	VALID	
06909106	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2RGO			ADSORPRG01			6,858.72-	VALID	
06909107	RL14047	RV	02-598	RO21	320	TE	RJJ2	39EW01J20			ADSORPTW04		W314	4,700,260.00	VALID	
06909108	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2100			ADSORPTW10			221,447.63-	VALID	
06909109	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2100			ADSORPTW10			55,000.00	VALID	
06909110	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2100			ADSORPTW06			70,500.00	VALID	
06909111	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2060			ADSORPTW06			40,000.00	VALID	
06909112	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J210A			ADSORPTW10			5,000,000.00	VALID	
06909113	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2060			ADSORPTW06			2,000,000.00	VALID	
06909113	RL14047	RV	02-598	ROAC	254	TE	RJJ2	EW01J2110			ADSORPTW11			2,000,000.00	VALID	

TOTAL

43,944,693.65

MEMORANDUM FOR THE RECORD

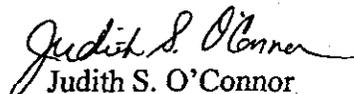
SUBJECT: CONTRACT DE-AC27-99RL14047, MODIFICATION NO. A068

Contract DE-AC27-99RL14047, modification number A066 contained an error on page 1, Block 14 of the Standard SF 30. The first page of the contract modification is a brief summary of the changes in the contract modification. The summary statement on modification number A066 included the deletion of 2 DOE Orders that were not stated elsewhere in the contract modification. It was an error to state on page 1: "...in Section J delete DOE O 210.1, DOE O 224.1, DOE O 425.1B and DOE O 2300.1B..." Instead, the modification page 1 should have stated: "...in Section J delete DOE O 224.1 and DOE O 2300.1B..."

Contract modification A066, page 4, paragraph j. only deletes two DOE Orders: 224.1 and 2300.1B. Therefore, page 1 of contract modification A066 must be consistent with paragraph j. of the modification. To correct this error, a statement was put in the subject modification to identify the 2 orders being deleted instead of 4 orders. This is considered an administrative change and bilateral signatures are not required. CHG's Contract Manager, Ralph Wood, was informed of this contract change and he took no exceptions.

The reason for the error is that the contract modification was going to include a deletion of all 4 orders. However, on the morning that the modification was to be signed, the Technical Reviewer stated that since the DOE Order was currently in a DRAFT S/RIDs document that had not yet been approved by ORP, it would be in the best interest of ORP to wait until the S/RID including DOE O 210.1 "Performance Indicators and Analysis of Operations Information" and DOE O 425.1B "Startup and Restart of Nuclear Facilities" was approved by ORP before the DOE Orders are deleted from the contract and placed in S/RIDs. A change was made in paragraph j of the contract modification but, in error, it was not corrected on the first page of the modification.

The letters from ORP to CHG that request the deletion of Orders from the contract and require them to be placed in S/RIDs do not specify a date for the change. The response from CHG does not identify a date of implementation either. Therefore, follow-up by the Contracting Officer is required to know when the contract modification is required to contractually implement the change. In this instance, a future contract modification will be required to delete DOE O 210.1 and DOE O 425.1B but at this time a date for the contract modification is not known.

 11/27/02
Judith S. O'Connor
Contracting Office

Attachment 1
to 02-OPA-061

Modification A069

OPA:JSO
December 19, 2002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 4

2. AMENDMENT/MODIFICATION NO. **A069** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **03RL14047.003** 5. PROJECT NO. *(If applicable)*

6. ISSUED BY **U. S. Department of Energy
Office of River Protection
P. O. Box 450, MS H6-60
Richland, WA 99352** CODE 7. ADMINISTERED BY *(If other than item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
**CH2M HILL Hanford Group, Inc.
PO Box 1500
Richland, WA 99352** (✓) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC27-99RL14047**
10B. DATED (SEE ITEM 13) **September 30, 1999**

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.

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

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*
See attached detail

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 Contract Clause B-2, "Obligation of Funds"

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

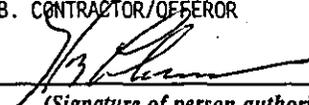
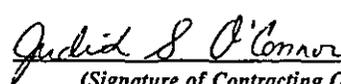
14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

OBLIGATION NOTICE NO. 38

The amount of funds obligated by DOE in Section B, clause B.2 is hereby decreased by \$6,712,500.00 from \$801,297,576.24 to \$794,585,076.24

Revise the Modification number in Block 2 on the Standard Form 30 of Modification M025 as follows: Delete: "M025" Replace with: "A025"

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 <i>(Type or print)</i> Kevin B. Adamson		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> Judith S. O'Connor	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 12/19/02	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 12/19/02

Funds 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:

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
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.: A069 Requisition No.: 03RL14047.003

Contract ID: RL14047

SF-0030

Page: 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>SA</u>	<u>Approp:</u>	<u>Prior Year</u> <u>Uncosted</u>	<u>Amount This</u> <u>Modification</u>	<u>Previous</u> <u>Modifications</u> <u>Signed This FY</u>	<u>Total</u> <u>FY Modis</u>	<u>Total</u> <u>BA Avail</u>
	WM0000000			89X0228.91	\$118,799.19	\$0.00	\$0.00	\$0.00	\$118,799.19
	Fund Type Total				\$118,799.19	\$0.00	\$0.00	\$0.00	\$118,799.19
<u>Fin Plan:</u>	RL	<u>Fund Type:</u>	TE	<u>Approp:</u>	89X0242.91				
	820200000				(\$8,574,458.58)	(\$4,184,500.00)	(\$9,222,330.11)	(\$13,406,830.11)	(\$21,981,288.69)
	EW0100000				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	EW0400000				\$475.78	\$0.00	\$0.00	\$0.00	\$475.78
	EW1000000				\$2,873.55	\$0.00	\$15,000.00	\$15,000.00	\$17,873.55
	EW4000000				\$604,662.84	\$0.00	\$0.00	\$0.00	\$604,662.84
	YN0000000				\$1.00	\$0.00	\$0.00	\$0.00	\$1.00

CH2M HILL HANFORD GROUP, INC.

Modification No.: A069 Requisition No.: 03RL14047.003

Contract ID: RL14047

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>
Fund Type Total		(\$7,966,445.41)	(\$4,184,500.00)	(\$9,207,330.11)	(\$13,391,830.11)	(\$21,358,275.52)
Total Fin Plan:	RL	<u>(\$7,847,646.22)</u>	<u>(\$4,184,500.00)</u>	<u>(\$9,207,330.11)</u>	<u>(\$13,391,830.11)</u>	<u>(\$21,239,476.33)</u>

CH2M HILL HANFORD GROUP, INC.

Modification No.: A069 Requisition No.: 03RL14047.003

Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RV</u>	<u>Budget Ref</u>	<u>Fund Type:</u>	<u>TE</u>	<u>Approp:</u>	<u>Prior Year</u> <u>Uncosted</u>	<u>Amount This</u> <u>Modification</u>	<u>Previous</u> <u>Modifications</u> <u>Signed This FY</u>	<u>Total</u> <u>FY Mods</u>	<u>Total</u> <u>BA Avail</u>
					89X0242.91					
	39EW01J20		PRN01D41600			\$54,524.34	\$0.00	\$0.00	\$0.00	\$54,524.34
	39EW01J20		PRN94D40700			\$13,515,827.07	\$0.00	\$0.00	\$0.00	\$13,515,827.07
	39EW01J20		PRN97D40200			\$3,448,739.82	\$0.00	\$6,551,260.00	\$6,551,260.00	\$9,999,999.82
	39EW04J20		PRN01D41400			\$812,995.30	\$0.00	\$0.00	\$0.00	\$812,995.30
	EW0100000					\$6,981,726.51	(\$2,525,000.00)	\$105,574,433.65	\$103,049,433.65	\$110,031,160.16
	EW1000000					\$56,235.17	\$0.00	\$50,000.00	\$50,000.00	\$106,235.17
	Fund Type Total					\$24,870,048.21	(\$2,525,000.00)	\$112,175,693.65	\$109,650,693.65	\$134,520,741.86
	<u>Fin Plan:</u>	<u>RV</u>	<u>Fund Type:</u>	<u>TP</u>	<u>Approp:</u>					
	820101000				89X0251.91	\$10,550.99	(\$3,000.00)	\$0.00	(\$3,000.00)	\$7,550.99
	Fund Type Total					\$10,550.99	(\$3,000.00)	\$0.00	(\$3,000.00)	\$7,550.99
	Total Fin Plan:	RV				\$24,880,599.20	(\$2,528,000.00)	\$112,175,693.65	\$109,647,693.65	\$134,528,292.85
	Grand Total					\$17,032,952.98	(\$6,712,500.00)	\$102,968,363.54	\$96,255,863.54	\$113,288,816.52

Attachment 2
to 02-OPA-061

Distribution of Obligation Report

OPA:JSO
December 19, 2002

DOE RL

Contract No.: RL14047

Modification No.: A069

FINAL

Distribution of Obligation Report

FY: 2003

Listed below is a detailed distribution of funds available for obligation to your contract. Costs are to be reported to DOE Financial Management Division at the level of detail identified.

Due to Congressional, Office of Management and Budget, and/or Department actions/restrictions, total fiscal year funding may not be available for obligation. Following is a distribution of funds available for obligation to your contract. It should be pointed out, that all funds available for obligation to your contract MAY NOT have been obligated (contract modification unsigned). At no time are costs plus commitments to exceed the total funds OBLIGATED (Signed) at the BNR control point or a budget reference control level.

Distribution of Obligations Report

FY: 2003

Fin Plan	RL	BNR	Detail Bud Ref	Fund Type	TE	Appropriation	Local Project	Activity Order	RL Task	Prior Year Uncosted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
		820201000		RL90		89X0242.91			0000	-1,277,669.89	.00	1,277,669.89	.00	.00
		820201000		RL9B					BH11	58,535.44	7,500.00	.00	66,035.44	66,035.44
		25% of estimated 8202 activity.		RL9F					FDH1	10,782.21	.00	1,000,000.00	1,010,782.21	1,010,782.21
		820201000		RL9N					BN11	100,000.00	.00	.00	100,000.00	100,000.00
		820201000		RLD0					PNL1	17,954.18	25,000.00	.00	42,954.18	42,954.18
		25% of estimated 8202 activity.												
		Total Control Budget Ref:								-1,090,398.06	32,500.00	2,277,669.89	1,219,771.83	1,219,771.83
		Total BNR:								-1,090,398.06	32,500.00	2,277,669.89	1,219,771.83	1,219,771.83
		820202000		RLD0					PNL1	-1,843,909.00	-471,028.50	.00	-2,314,935.50	-2,314,935.50
		25% of estimated 8202 activity.		RL90					0000	1,091,712.79	-725,000.00	.00	366,712.79	366,712.79
		820202000		RL9F					0000	-35,593,730.09	.00	.00	-35,593,730.09	-35,593,730.09
		820202000		RL9F					BASE	-506,975.85	-655,500.00	-1,500,000.00	-2,662,475.85	-2,662,475.85
		25% of estimated 8202 activity.		RL9F					FDH1	29,915,129.29	-2,000,000.00	-10,000,000.00	17,915,129.29	17,915,129.29
		820202000		RL9H					HEH1	-490,196.66	-337,500.00	.00	-827,696.66	-827,696.66
		820202000		RLD0					BASE	-56,091.00	-27,973.50	.00	-84,064.50	-84,064.50
		25% of estimated 8202 activity.												
		Total Control Budget Ref:								-7,484,060.52	-4,217,000.00	-11,500,000.00	-23,201,060.52	-23,201,060.52
		Total BNR:								-7,484,060.52	-4,217,000.00	-11,500,000.00	-23,201,060.52	-23,201,060.52
		Total BNR Control:								-8,574,458.58	-4,184,500.00	-9,222,330.11	-21,981,288.69	-21,981,288.69
									0000	-408,773.14	.00	.00	-408,773.14	-408,773.14

Distribution of Obligations Report

FY: 2003

Fin Plan	RL	Fund Type	TE	Appropriation	89X0242.91	Local Project Order	Program Task	OPI	RL Task	Prior Year Uncosted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
Total BNR:	EW40CT010	EW40AS010					ADSRLO1TA21		0000	41,048.27	.00	.00	41,048.27	41,048.27
	EW40CT010						ADSRLO6PS01		0000	.00	.00	.00	563,614.57	563,614.57
Total Control Budget Ref:										563,614.57	.00	.00	563,614.57	563,614.57
Total BNR:										563,614.57	.00	.00	563,614.57	563,614.57
Total BNR Control:	YN0100000								UNDI	604,662.84	.00	.00	604,662.84	604,662.84
	YN0100000								GOCO	1,100,000.00	.00	.00	1,100,000.00	1,100,000.00
	YN0100000								UN99	1.00	.00	.00	1.00	1.00
										-1,100,000.00	.00	.00	-1,100,000.00	-1,100,000.00
Total Control Budget Ref:										1.00	.00	.00	1.00	1.00
Total BNR:										1.00	.00	.00	1.00	1.00
Total BNR Control:	YN0000000									1.00	.00	.00	1.00	1.00
Total Fund Type:	TE									-7,966,445.41	-4,184,500.00	-9,207,330.11	-21,358,275.52	-21,358,275.52
Total Fin Plan:	RL									-7,847,646.22	-4,184,500.00	-9,207,330.11	-21,239,476.33	-21,239,476.33

FINAL

RBS467FA
DOE RL

Contract No.: RL14047
Modification No.: A069

Distribution of Obligations Report

FY: 2003

Fin Plan	RV	Fund Type	TE	Appropriation	Local	Activity	Prior Year	This	Total	Total Funds	Total Funds
Control Bud Reference	BNR	Detail Bud Ref	Program Task	OPI	Project	Order	Uncosted	Change	FY BA Signed	Available Signed	Available For Obligation
Total Control Budget Ref:				89X0242.91			769,852.03	.00	18,331,002.00	19,100,854.03	19,100,854.03
Total BNR:		EW01J2040					769,852.03	.00	18,331,002.00	19,100,854.03	19,100,854.03
<i>reimbursement of funds to ORP support from previous CR for Steam Reform contract</i>											
		EW01J2060	ADSORPTW06				5,262.97	-40,000.00	6,170,500.00	6,135,762.97	6,135,762.97
		EW01J2060	ADSORPTW06				5,262.97	-40,000.00	6,170,500.00	6,135,762.97	6,135,762.97
		EW01J2090	ADSORPTW09				-9,779.82	.00	2,824,132.00	2,814,352.18	2,814,352.18
		EW01J2090	ADSORPTW09				13,887.69	.00	.00	13,887.69	13,887.69
		EW01J2090	ADSORPTW09		W529		24,290.71	.00	.00	24,290.71	24,290.71
Total Control Budget Ref:							28,398.58	.00	2,824,132.00	2,852,530.58	2,852,530.58
Total BNR:		EW01J2090					28,398.58	.00	2,824,132.00	2,852,530.58	2,852,530.58
		EW01J2100	ADSORPTW10				4,202,537.20	.00	25,381,689.00	29,584,226.20	29,584,226.20
		EW01J2100	ADSORPTW10				146,710.42	.00	.00	146,710.42	146,710.42
		EW01J2100	ADSORPTW10				221,938.15	.00	-221,447.63	490.52	490.52
		EW01J2100	ADSORPTW10				38,500.00	.00	55,000.00	93,500.00	93,500.00
Total Control Budget Ref:							4,609,685.77	.00	25,215,241.37	29,824,927.14	29,824,927.14
Total BNR:		EW01J2100					4,609,685.77	.00	25,215,241.37	29,824,927.14	29,824,927.14
		EW01J210A	ADSORPTW10				.00	.00	769,000.00	769,000.00	769,000.00
Total Control Budget Ref:							.00	.00	769,000.00	769,000.00	769,000.00

Distribution of Obligations Report
 FY: 2003

Fin Plan	RV	Fund Type	TP	Appropriation	89X0251.91	RL Task	Prior Year Uncosted	This Change	Total FY BA Signed	Total Funds Available Signed	Total Funds Available For Obligation
Control Bud Reference	BNR	Detail Bud Ref	Program Task	OPI	Local Project	Activity Order					
	820101000			OH90		FLUM22000047	7,550.99	.00	.00	7,550.99	7,550.99
	820101000			RF90		FLUM42KIW227	3,000.00	-3,000.00	.00	.00	.00
							10,550.99	-3,000.00	.00	7,550.99	7,550.99
							10,550.99	-3,000.00	.00	7,550.99	7,550.99
							10,550.99	-3,000.00	.00	7,550.99	7,550.99
							10,550.99	-3,000.00	.00	7,550.99	7,550.99
Total Fin Plan:							24,880,599.20	-2,528,000.00	112,175,693.65	134,528,292.85	134,528,292.85
Grand Total:							\$17,032,952.98	-\$6,712,500.00	\$102,968,363.54	\$113,288,816.52	\$113,288,816.52

IWO# M42KIW227, AMD 1, OBS/COSTS RF90

Total Control Budget Ref:

Total BNR: 820101000

Total BNR Control: 820101000

Total Fund Type: TP

Total Fin Plan: RV

Grand Total:

Enclosure
to 03-OPA-015

Amendment of Solicitation/
Modification of Contract

Modification No. M070

OPA:JSO
January 16, 2003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 16
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2. AMENDMENT/MODIFICATION NO. M070	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---------------------------------------	------------------------------------	----------------------------------	--------------------------------

6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) September 30, 1999
---	--

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.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

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

<input checked="" type="checkbox"/>	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: Section I, Clause I.63, Changes - Cost Reimbursement (AUG 1987) Alternate III (APR 1984) and by Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return 2 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 changes to CHG Contract Section B, Section C; Section H, Section I, and Section J. See the following pages.

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) Roy J. Schepens, Manager
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 16
2. AMENDMENT/MODIFICATION NO. M070	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
CODE				10B. DATED (SEE ITEM 13) September 30, 1999
FACILITY CODE				

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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: Section I, Clause I.63, Changes - Cost Reimbursement (AUG 1987) Alternate III (APR 1984) and by Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return 2 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 changes to CHG Contract Section B, Section C; Section H, Section I, and Section J. See the following pages.

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)	
		Roy J. Schepens, Manager	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY	(Signature of Contracting Officer)

Block 14 Continuation:

Description of the Change:

- a. Under Section B, SUPPLIES OR SERVICES AND PRICES/COSTS, Clause B.3, Estimated Cost and Fee," replace Table B-1 with the following:

Delete:

Table B-1
Estimated Budget Authority for Fiscal Years 2001-2006

	FY01	FY02	FY03	FY04	FY05	FY06	TOTAL
New BA Includes Fee	\$402.7*	\$355*	\$410*	\$360*	\$360*	\$360*	\$2,247.7*
Fee	\$19,760,849.	\$16,339,151.**	\$16*	\$22*	\$20*	\$14*	\$108.1*

- * Amounts stated in Millions of dollars.
** Subject to change pending final FY 02 fee determination.

Replace With:

Table B-1
Estimated Budget Authority for Fiscal Years 2001-2006

	FY01	FY02	FY03	FY04	FY05	FY06	TOTAL
New BA Includes Fee	\$402.7*	\$355*	\$410*	\$360*	\$360*	\$360*	\$2,247.7*
Fee	\$19,760,849.	\$16,351,536.	\$16*	\$22*	\$20*	\$14*	\$108.1*

- * Amounts stated in Millions of dollars.

- b. Under Section C, STATEMENT OF WORK, Clause C.1, "Summary Description of Work," paragraph three, last sentence, revise as follows:

Delete (in bold):

The Contractor shall be responsible for interfacing and coordinating with other Hanford Site prime contractors in the performance of this work. Contractor shall ensure that requirements for services provided by Contractor to other Hanford Site contractors and received from other site contractors are integrated with other Hanford Site contractors and provided for in the baseline. The Contractor shall establish appropriate arrangements with other Hanford Site prime contractors for the tasking and incentivization of work, **consistent with the approved Hanford Site Services Manual.**

- c. Under Section C, STATEMENT OF WORK, Clause C.2(c)(7), "Management Workscope," sentence two, incorporates the following change:

Delete (in bold):

An updated revision to the Internal Audit Plan as set forth in Section J, Appendix E, *Guidance for Other Required Plans* shall be submitted to ORP for approval by **February 1, 2001**, and updated annually thereafter.

Replace With (in bold):

An updated revision to the Internal Audit Plan as set forth in Section J, Appendix E, *Guidance for Other Required Plans*, shall be submitted to ORP for approval by **June 15, 2003**, and updated annually thereafter.

- d. Under Section C, STATEMENT OF WORK, Clause C.6, "Interaction With Other Prime Contractors," sentence three, revise as follows:

Delete (in bold):

The Contractor may, from time to time, provide services to and receive services from other Hanford Site DOE prime contractors by memoranda of agreement or other subcontract arrangements. The Contractor is encouraged to utilize the specified expertise of the PHMC, PNNL, the Site Occupational Medical Contract (SOMC), the Environmental Restoration Contractor (ERC), and the Energy Savings Performance Contractor (ESPC) to accomplish the TFC mission. In the event the Contractor determines that services may be obtained from more cost effective sources of supply, Contractor shall notify DOE of its proposal to utilize other sources **and provide Contractor's cost/benefit analysis to DOE**. The Contractors shall work with each other in identifying yearly requirements for services. DOE approval will be obtained prior to changing service providers.

- e. Under Section H, SPECIAL PROVISIONS, replace H-i with the attached.
- f. Under Section H, SPECIAL PROVISIONS, Clause H.22 (b), "Earned Value Management System," incorporate the following:

Add (in bold):

The Contractor shall apply the system to the contract **in a graded fashion** and shall be prepared to demonstrate to the Contracting Officer that the EVMS meets the guideline referenced in paragraph (a) of this Clause. **The graded approach would concentrate application of the EVMS on line-item capital projects with selected application on other mutually agreeable project type efforts. No application of EVMS to level of effort type activities will be required.**

- g. Under Section H, SPECIAL PROVISIONS, delete Clause H.41, "Agreement Regarding Proposed Clauses."
- h. Under Section I, CONTRACT CLAUSES, delete Clause I.1, FAR 52.202-1 Definitions (OCT 1995), and replace with Clause I.1, FAR 52.202-1 Definitions (DEC 2001).

- i. Under Section I, CONTRACT CLAUSES, delete Clause I.141, FAR 52.202-1, Definitions (OCT 1995) – Alternate 1 (APR 1984), and replace with Clause I.141, FAR 52.202-1, Definitions (DEC 2001), Alternate I (MAY 2001).
- j. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, replace J-i with the attached.
- k. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Appendix B, Paragraph JB.4 (a) (4), "SALARY STRUCTURES," incorporate the following change:

Add (in bold):

Salary Structures - The Contractor shall establish separate salary structures containing position grades, classifications, and salary ranges for exempt and for non-exempt, non-bargaining employees who are assigned to work on the Contract. The structures shall be submitted to the Contracting Officer for review and approval in advance of incurrence of costs and no later than January 31, 2001, and as required thereafter. **As long as the structures are within the guidelines of paragraph JB.4 (a)(1), "Compensation Increase Plan," a submittal will not be required.** No salary above the maximum of the salary range shall be allowable except in those cases where the Contracting Officer authorizes a "red circle" rate.

- l. Under Section J, Appendix C, "DOE Directives," revise as follows:
 - 1) Add DOE O 221.1, "Reporting Fraud, Waste, and Abuse to the Office of Inspector General."
 - 2) Add DOE O 221.2, "Cooperation with the Office of Inspector General."
 - 3) Delete DOE 2030.4B, "Reporting Fraud, Waste, and Abuse to the Office of Inspector General."
 - 4) Delete DOE O 2100.8A, "Cost Accounting, Cost Recovery, & Interagency Sharing of Information Technology Facilities."
 - 5) Delete DOE 2320.1C, "Cooperation with the Office of Inspector General."
 - 6) Delete DOE O 5480.10, "Contractor Industrial Hygiene Program," and from S/RID.
 - 7) Delete DOE N 5480.11, "Extension of Radiological Control Manual, Rev. 1," and from S/RID.
 - 8) Delete DOE O 5820.2A, "Radioactive Waste Management," and from S/RID.
- m. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Appendix D, *Performance Based Incentives*, replace Table D-2 with the following:

Delete:

Table D-2

Summary of FY2001 through FY2006
Performance Based Incentives

Number	Title	Available Fee
PBI-1	Store	\$3,000,000
PBI-2	Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)	\$30,000,000
PBI-3	Single-Shell Tank (SST) Retrieval and Closure	\$32,000,000
PBI-4	Supplemental Waste Treatment and Disposal	\$7,000,000
	Subtotal	\$72,000,000
ORP-01 – ORP-16, ORP-29	FY 2001 and FY 2002 PBIs, excluding SuperStretch Performance Based Incentives (SSPBI [see Table D-1])	\$36,100,000
	Total	\$108,100,000
	Acceleration Fee	
	Description	
PBI-3	Acceleration fee of \$2M per tank closed (see PBI for description)	TBD
PBI-4	Acceleration fee of \$800K for each 100,000 gallons of additional waste treated (see PBI for description)	TBD

Replace With:

Table D-2

Summary of FY2001 through FY2006
Performance Based Incentives

Number	Title	Available Fee
PBI-1	Store	\$3,000,000
PBI-2	Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)	\$30,000,000
PBI-3	Single-Shell Tank (SST) Retrieval and Closure	\$32,000,000
PBI-4	Supplemental Waste Treatment and Disposal	\$7,000,000
	Subtotal	\$72,000,000
ORP-01 – ORP-16, ORP-29	FY 2001 and FY 2002 PBIs, excluding SuperStretch Performance Based Incentives (SSPBI [see Table D-1])	\$36,112,385
	Total	\$108,112,385
	Acceleration Fee	
	Description	
PBI-3	Acceleration fee of \$2M per tank closed (see PBI for description)	TBD
PBI-4	Acceleration fee of \$800K for each 100,000 gallons of additional waste treated (see PBI for description)	TBD

- n. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, add the attached Appendix I, Small Business Subcontracting Plan, FY 2003.
- o. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Appendix L, delete the Site Services Manual.

**PART I – THE SCHEDULE
 SECTION H
 SPECIAL PROVISIONS**

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SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Appendix	Title
A	Key Personnel
B	Advance Understanding on Personnel Costs, Policies and Procedures
C	DOE Directives
D	Performance Based Incentives
E	Guidance for Other Required Plans
F	Environment, Safety, and Health Budget Planning And Execution
G	Guidance for Preparation of Diversity Plan
H	Reserved
I	Small Business Subcontracting Plan (See Modification No. M021 [FY2000], M043 [FY 2001], M050 [FY 2002], M054 [FY 2002], M070 [FY 2003])
J	Wage Determinations under the Service Contract Act (See Modification No. M023, and M065)
K	Special Bank Account Agreement (See Modification No. M028 and M043)
L	Reserved
M	Davis-Bacon Wage Determination (See Modification M050)
N	Hanford Site Stabilization Agreement (See Modification M050)
O	Interface Documents Specific to WTP Interfaces
P	Provisional Payment of Fee Methodology/Criteria (See Modification A066)

CH2M HILL Hanford Group, Inc.
Prime Contractor

SMALL BUSINESS SUBCONTRACTING PLAN

Office of River Protection Project
FY03

CONTRACT: DE-AC27-99RL14047

PURPOSE

This CH2M HILL Hanford Group Inc. (CH2M HILL) Small Business Subcontracting Plan promotes, develops and implements a small business (SB), small disadvantaged business (SDB), small woman-owned business (SWOB), HUBZone small business (HUBZone), and veteran owned small business (VOSB), collectively referred to herein as SB, subcontracting program that maximizes business opportunities for small business concerns to the extent practicable to meaningfully contribute to the tank farm closure. The CH2M HILL partners have a long-standing commitment to the development and mentoring of small businesses, and we will continually strive to exceed federally established requirements for socio-economic programs and small business development.

STRATEGY FOR SMALL BUSINESS INVOLVEMENT

A management philosophy of CH2M HILL is to be recognized as an industry leader in the incorporation and use of SB to gain overall project efficiency. Through various award winning and well-recognized SB programs on other projects, the CH2M HILL team members have demonstrated an understanding of the valued aspects of an integral SB involvement strategy. Consistent with DOE's vision and goals, diversity and commitment to small business subcontracting is a CH2M HILL management operating principle and a key element to our tank closure strategy. Through diversity in our SB subcontracting, we provide vital links to the local/regional community, increase our flexibility in meeting project goals and cost effectiveness, help strengthen the local economy, create new business opportunities, and represent best business practices.

CH2M HILL will afford SB maximum practical opportunity to compete for and furnish materials and services required within the SB demonstrated capabilities. This will be accomplished through evaluations of SB capabilities against specific procurement requirements, as well as, through award of specific SB set aside contracts for goods and services. CH2M HILL will compile, maintain, and share small business source data with all team member organizations, our integrated subcontractors, and with other CH2M HILL contractors to enhance increased opportunities for known, qualified firms. Where practical, the CH2M HILL team will combine project requirements and create bidding opportunities for small businesses.

SMALL BUSINESS REPORTING

CH2M HILL requires each prospective subcontractor to submit a Representation and Certification form denoting their business size, classification, and status (SB, SDB, SWOB, HUBZone, and VOSB). Prospective contractors are assigned a vendor code that includes their respective business size, classification, and status. Each CH2M HILL contract award includes a vendor code and monthly small business statistics are generated based on those codes.

CH2M HILL will measure awards to small businesses based on the total value of contracts placed during each fiscal year. CH2M HILL will report actual performance versus small business goals to DOE-ORP on a quarterly basis.

1. & 2. GOALS – PERCENTAGES AND DOLLARS [FAR 52.219-9 (d) (1) & (2)]

CH2M HILL shall provide all materials, supplies, services and transportation necessary to perform the Statement of Work as a Prime Contractor to the U.S. Department of Energy, ORP. The following is based on fiscal year (FY) 2003 proposed subcontract awards.

Total amount of planned subcontracting:	\$109,000,000
Total planned for Small Business concerns:	\$ 52,320,000
Percentage of total amount subcontracted	48 %
Total planned for Small Disadvantaged Business concerns:	\$ 10,464,000
Percentage of total amount subcontracted	9.6 %
Total planned for Woman-Owned Small Business concerns:	\$ 8,393,000
Percentage of total amount subcontracted	7.7%
Total planned for HUB Zone Small Business concerns:	\$ 327,000
Percentage of total amount subcontracted	.3 %
Total planned for Veteran-Owned Small Business concerns:	\$ 54,500
Percentage of total amount subcontracted	0.05%

**3. POTENTIAL SUBCONTRACTING OPPORTUNITIES FOR SMALL BUSINESS
FAR 52.219-9 (d) (3)**

Figure d.3 lists the principal categories of subcontracting opportunities that will be made available for small business concerns. The categories are for general work groupings only. As additional opportunities are identified, the list will be expanded and revised accordingly.

Figure d.3

Subcontracting Items	Large Business	Small Business	SDB	SWOB	HUBZone	Veteran
Office Supplies		X	X	X	X	
Technical Services	X	X	X	X	X	X
Office Equipment		X	X			
Construction Services	X	X				
Temp. Empl. Svcs.		X		X		
A/E Services	X	X				
Lab Services	X					
Safety Equipment	X	X	X	X		
Fuels		X	X		X	
Operating Materials	X	X	X	X	X	
Miscellaneous Svcs.	X	X	X	X	X	X

**4. METHOD USED TO DEVELOP SMALL BUSINESS SUBCONTRACTING GOALS
[FAR 52.219-9 (d) (4)]**

Our goals are both realistic and attainable. To establish the subcontracting goals, CH2M HILL reviewed the forecast of probable acquisition needs for the tank farm closure project and analyzed project estimates. Goals were also developed based on:

- CH2M HILL team experience at various DOE sites across the complex
- Current outstanding small business subcontracting performance at CH2M HILL.

5. METHODS USED TO IDENTIFY POTENTIAL SOURCES FOR SOLICITATION
[FAR 52.219-9 (d) (5)]

CH2M HILL team members have won national recognition for their Small Business Programs because they go the extra mile in identifying potential sources of supply. As described in this Plan, CH2M HILL will employ a full time Small Business Program Manager who will actively manage the program and will assist managers in developing new sources of suppliers. Below are some of the key methods and resources we will use:

- Existing CH2M HILL team subcontractor source lists
- Existing relationships with local firms
- CH2M HILL and DOE-sponsored trade fairs and conferences designed to attract additional small businesses
- Strengthened relationships with the local Small Business Administration office and business development offices, resulting in the identification of the best local sources available
- Local Chamber, Small Business and Economic Development Office supplier lists
- U.S. Small Business Administration PRO-Net database
- National Minority Purchasing Council Vendor Information Service
- Procurement Technical Assistance Center (PTAC)
- National Contract Management Association (NCMA)
- National Association of Purchasing Management (NAPM)

6. INDIRECT COSTS [FAR 52.219-9 (d) (6)]

Indirect costs are not included in the goals under this subcontracting plan.

7. ADMINISTRATOR OF SUBCONTRACTING PLAN: [FAR 52.219-9 (d) (7)]

The following individual has been named to administer this Subcontracting Plan:

Name: Debbie Bone-Harris
 Title: Small Business Program Manager
 Address: PO Box 1500 MSIN H6-16
 Richland, WA 99352
 Telephone: 509-373-0606

The Small Business Program Manager's specific duties as they relate to the firm's small business subcontracting program are as follows:

- a. Monitor subcontracting goal progress on a monthly basis and provide assessment reports to the DOE-ORP Contracting Officer quarterly.
- b. Provide adequate and timely consideration of the potentialities of small business, small disadvantaged business, women-owned small business, HUBZone small business, and veteran owned small business concerns when working with CH2M HILL field personnel.
- c. Ensure, in the Project's acquisition of goods and services, that small business, small disadvantaged, women-owned small business, HUBZone small business, and veteran owned small business concerns are provided the maximum opportunity practicable to

compete for subcontracted work and purchased materials within the framework of the CH2M HILL contract.

- d. Maintain an effective outreach program by sponsoring and attending regional and national procurement conferences and trade fairs to locate additional qualified small businesses. Increase community awareness through participation in and attendance at community organization meetings (i.e. Chambers' of Commerce, vendor forums and symposiums, etc.) and direct small business solicitations. Ensure vendor accessibility to future subcontracting opportunities by monitoring and updating the external CH2M HILL Contracts and Procurement website.
- e. Interact with other CH2M HILL contractors, DOE-RL, DOE-ORP and Hanford Small Business Advocacy Offices. After meeting with vendors interested in subcontracting opportunities, forward vendor profiles to technical staff and buyers.
- f. Participate in the WSU-TC Advanced Business Management Program and advise the participants on CH2M HILL small business set-aside procurements.
- g. Ensure the establishment and maintenance of records of the total dollar value of solicitations and awards to small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran owned small business concerns, and total solicitations and awards.
- h. Prepare and submit semi-annual reports (SF294 & SF295) as required by FAR 52.219-9 on direct procurements to the DOE-ORP Contracting Officer.

8. EQUITABLE OPPORTUNITY [[FAR 52.219-9 (d) (8)]

Other efforts that will be conducted to assure that small business concerns have an equitable opportunity to compete for subcontracts include:

- a. Compile solicitations to facilitate small business participation in subcontracting opportunities. Assure small business concerns have an equitable opportunity to compete for subcontracts.
- b. Working with CH2M HILL team and local/regional small business advocate organizations, develop and maintain a comprehensive source list of small business, small disadvantaged business, women-owned small business, HUBZone small business, and veteran owned small business concerns for use by the projects in supporting preparation of site bidders lists for solicitations of goods and services.
- c. Participate, or ensure participation of company representatives in small business, small disadvantaged business, women-owned small business, HUBZone small business, and veteran small business trade associations, seminars, business opportunity workshops, and outreach programs.
- d. Conduct workshops and training programs to ensure that internal buyers are familiar with small business policies established in the prime contract, as well as externally, so that small businesses are familiar with doing business with CH2M HILL.

- e. Strengthen relationships with small business and procurement trade associations and local/regional business development organizations including TRIDEC.
- f. Participate in the CH2M HILL/Bechtel Vendor Forums to showcase the CH2M HILL project and establish the foundation for a network of economic opportunity for small businesses.

9. FEDERAL FLOWDOWN COMMITMENT [FAR 52.219-9 (d) (9)]

CH2M HILL will include the flowdown requirements of FAR 52.219-9 (9) entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan similar to the plan that complies with the requirements of this clause.

10. REPORTING [FAR 52.219-9 (d) (10)]

CH2M HILL will:

- (i) Cooperate in any studies or surveys or submission of reports as may be required by the U.S. Department of Energy or the U.S. Small Business Administration,
- (ii) Submit periodic reports so that the government can determine the extent of compliance by CH2M HILL with this subcontracting plan.
- (iii) Submit Standard Form 294 *Subcontracting Report for Individual Contracts*, Standard Form 295 *Summary Subcontract Report*, and
- (iv) Ensure that our subcontractors agree to submit Standard Form 294 as required.

11. RECORDS FAR 52.219-9 (d) (11)]

The types of records that will be maintained to demonstrate the procedures adopted to ensure compliance with the requirements and goals of this Subcontracting Plan include:

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, small disadvantaged business, women-owned small business, HUBZone small business, and veteran owned small business concerns;
- (ii) Organizations contacted in an attempt to locate sources that are small businesses, small disadvantaged business, women-owned small business, HUBZone small business, or veteran-owned small business concerns,
- (iii) Records held by each buyer on every subcontract solicitation resulting in an award of more than \$100,000 indicating:
 - Whether small business, small disadvantaged business, women-owned small business, HUBZone small business, and veteran owned small business concerns were solicited and, if not, why not;
 - If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact
 - Trade associations
 - Business development organizations
 - Conferences and trade fairs to locate small, small disadvantaged, women-owned, HUBZone, and veteran small business concerns.

- (v) Records of internal guidance and encouragement provided to buyers through
 - Workshops, seminars, training, etc. and
 - Monitoring performance to evaluate compliance with the program's requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the government, including the name, address, and business size of each subcontractor.

12. PLAN IMPLEMENTATION FAR 52.219-9 (e)

CH2M HILL will perform the following functions to effectively implement this plan to the extent consistent with efficient contract performance:

- (i) Assist small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation by such concerns. CH2M HILL will make reasonable efforts to give as many small business concerns as possible an opportunity to compete over a period of time.

- (ii) Provide adequate and timely consideration for use of SB concerns when deciding if CH2M HILL should perform the work or procure it from another source.

- (iii) Counsel and discuss subcontracting opportunities with representatives of SB concerns.

- (iv) CH2M HILL will require and rely upon the subcontractor's business size certification for small business, women-owned small business, and veteran owned small business concerns. HUBZone small business and small disadvantaged business status will be verified by receipt of a SBA certification document or by accessing the list of certified HUBZone small businesses and small disadvantaged businesses maintained by the SBA in PRO-Net. Notice will be provided to subcontractors concerning penalties and remedies for misrepresentation of business status.