SECTION J

LIST OF ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

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SECTION J – LIST OF ATTACHMENTS
ATTACHMENT A – LIST OF ACRONYMS

The following list of acronyms may be used in this contract.

ACWP	Actual Cost of Work Performed
ADR	Alternative Dispute Resolution
AFL-CIO	American Federation of Labor-Congress of Industrial Organizations
ALARA	As Low As Reasonably Achievable
ASME	American Society of Mechanical Engineers
ANSI	American National Standards Institute
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
B&R	Budgeting and Reporting
CD-ROM	Compact Disc-Read Only Memory
CERCLA	*Comprehensive Environmental Response, Compensation, and Liability Act of 1980*
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer Representative
CPI	Cost Performance Index
CPIF	Cost Plus Incentive Fee
CSPI	Cost and Schedule Performance Index
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DOE	U.S. Department of Energy
DQO	Data Quality Objectives
ECOLOGY	Washington State Department of Ecology
EMR	Experience Modification Rate
EPA	U.S. Environmental Protection Agency
EPCRA	*Emergency Planning and Community Right-To-Know Act of 1986*
ERISA	*Employee Retirement Income Security Act of 1974*
ES&H	Environment(al), Safety and Health
ESQ&H	Environment(al), Safety, Quality and Health
FAR	Federal Acquisition Regulation
FOCI	Foreign Ownership, Control or Influence
FY	Fiscal Year
HCA	Head of the Contracting Activity
HLW	High-Level Waste
HUBZone	Historically Underutilized Business Zone
HWMA	*Hazardous Waste Management Act*
ICD	Interface Control Document
ISMS	Integrated Safety Management System
JOBBS	Job Opportunities Bulletin Board System
LAW	Low Activity Waste
LDR	Land Disposal Restrictions
MEPP	Multiple Employer Pension Plan
MS	Mail Stop
MSDS	Material Safety Data Sheet
MTG	Metric Tons of Glass
NEPA	*National Environmental Policy Act of 1969*
NQA	Nuclear Quality Assurance
NOC	Notice of Construction
NOV	Notice of Violation
NOAV	Notice of Alleged Violation
NRC	Nuclear Regulatory Commission
NTE	Not to Exceed

OCI	Organizational Conflict of Interest
ORP	U.S. Department of Energy, Office of River Protection
OSHA	Occupational, Safety and Health Administration
PBS	Project Breakdown Structure
PSD	Prevention of Significant Deterioration
PAAA	*Price Anderson Amendments Act of 1988*
PL	Public Law
PCB	Polychlorinated biphenyls
PPA	*Pollution Prevention Act of 1990*
ppm	Parts Per Million
QARD	Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program
RCRA	*Resource Conservation and Recovery Act of 1976*
RFP	Request for Proposal
RL	U.S. Department of Energy, Richland Operations Office
ROD	Record of Decision
RPP	River Protection Project
SAS	Safeguards and Security
SEB	Source Evaluation Board
SF	Standard Form
SIC	Standard Industrial Classification
SPI	Schedule Performance Index
SRD	Safety Requirements Document
TBD	To Be Determined
TIN	Taxpayer Identification Number
TPA	*Hanford Federal Facility Agreement and Consent Order* (also known as Tri-Party Agreement)
TRU	Transuranic (waste)
TSCA	*Toxic Substances Control Act of 1976*
TSR	Technical Safety Requirements
UCNI	Unclassified Controlled Nuclear Information
USC	United States Code
WAC	Washington Administrative Code
WBS	Work Breakdown Structure
WDOH	Washington State Department of Health
WTP	Hanford Tank Waste Treatment and Immobilization Plant

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT B

Reserved

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT C
GOVERNMENT-FURNISHED PROPERTY AND GOVERNMENT-FURNISHED EQUIPMENT

Government-Furnished Property and Government-Furnished Equipment as referenced in Section C.9, *Interface Control Documents*.

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT D – SMALL BUSINESS SUBCONTRACTING PLAN

Waste Treatment Plant Project
SMALL BUSINESS SUBCONTRACTING PLAN

1. Name of Prime Contractor: Bechtel National, Inc. (BNI)
   Address: 2435 Stevens Center Place
   Richland, WA 99354

2. Prime Contract Number: DE-AC27-01RV14136
   Total Estimated Contract Cost (TECC): $10,446,498,000
   Contract Period of Performance: 12/11/2000 through 8/15/2019
   Place of Performance: Hanford Site, Richland, WA

Description of Contract Requirements: Bechtel National, Inc. is leading a project to design, build and start up the world's largest complex of waste treatment facilities. The plant will use a process known as vitrification to immobilize some of the 53 million gallons of chemical and radioactive waste now stored in Hanford's 177 aging tanks. The project team is divided into Engineering, Construction, Operations and Business areas.

In execution of BNI's responsibilities under the contract for the Waste Treatment Plant Project, BNI will comply with Public Law 95-507, FAR 52.219-8 and 52.219-9 and DEAR 952.219-9 to maximize the utilization of small business concerns for purchasing goods and services. In compliance with DOE Acquisition Letter 2005-06, dated 3/11/05, the subcontracting base excludes subcontracts involving performance outside of the U.S. and purchases from Bechtel Corporation and its affiliates. Data sources will be the Bechtel Procurement System (BPS), the Beard System (SAM) and the Bechtel Accounts Payable System.

The following plan provides our Small Business Subcontracting Plan as a percent of the total planned subcontracting effort and the subcontracting effort available:

Total estimated dollars available for subcontracting: **$4,754,549,000**

Category	Subcontracting Planned Dollar Amount	Percentage of Total Estimated Subcontracting Effort
Total planned and available for subcontracting to SB concerns	$1,920,837,796	40.4%
Total planned and available for subcontracting to SDB concerns (included in SB concern numbers)	$ 166,409,215	3.5%
Total planned and available for subcontracting to WOSB concerns (included in SB concern numbers)	$ 190,181,960	4.0%
Total planned and available for subcontracting to HUBZone SB concerns (included in SB concern numbers)	$ 76,072,784	1.6%
Total planned and available for subcontracting to Native American Owned business concerns (included in SB concern numbers)	$ 47,545,490	1.0%
Total planned and available for subcontracting to Veteran-owned SB concerns (included in SB concern numbers)	$ 237,727,450	5.0%
Total planned and available for subcontracting to Service-Disabled Veteran-owned SB concerns (included in SB concern numbers)	$ 7,131,824	0.15%
Total dollars for subcontracting to Washington and Oregon based business (includes large and small business)	$1,664,092,150	35.0%

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Waste Treatment Plant Project
SMALL BUSINESS SUBCONTRACTING PLAN

3. Potential Subcontracting Opportunities for Small Business

Items to be subcontracted under this contract and the types of business supplying them are:

Subcontracting Items	Large Business	Small Business	Disadvantaged Small Business	Woman-Owned Small Business	HUBZone Small Business	Veteran-Owned Small Business	Service Disabled Veteran-Owned
Construction	X	X	X	X	X	X	X
Roofing/Siding	x	x	x			x	
Architectural Specialties/ Casework	x	x	x	x		x	
NDE/other Testing	x	x					
Equipment/Piping Insulation	x	x	x	x			
Surfacing/Paving	x						
Surveying	x	x	x	x	x	x	
Elevators	x						
Gas Systems	x						
Transportation/Freight	x	x					
Misc Construction Services	x	x	x	x	x	x	x
Misc Construction Equip	x	x	x	x	x	x	x
Pipe/Valves/Fittings	X	X	X	X	X	X	X
Civil/Structural/Architectural	X	X	X	X	X	X	
Concrete Anchors	x	x		x	x		
Fabricated Metal Embeds	x						
Electrical	X	X	X	X	X	X	
Fiber Optic/Power Cable	x	x	x	x	x	x	
ITS Fused Panels	x						
Through Wall Lighting	x	x				x	
Instrumentation & Controls	X	X	X	X	X	X	
Laboratory Equipment	x	x	x	x	x	x	
Flow Instruments	x	x					
Process Gauges	x	x					
Instrument Hoses	x	x	x	x			
Transmitters	x	x					
Cesium/Air/Seismic/ Contamination Monitors	x	x		x		x	
Jumpers/Melter	X	X	X	X		X	
Rigid Process Jumpers/Fab	x						
Pulse Pot Frames	x						
Gaskets/Connectors	x	x	x	x		x	
Heat Exchangers	x	x	x	x		x	
Mechanical/HVAC	X	X	X	X	X	X	X
Cranes/Lift Beams	x	x					
Pressure Vessels/Pumps	x	x	x	x	x	x	x
Metal Fabrication	x	x	x	x	x	x	x
Piping Racks/Specialty Items	x	x		x	x	x	x
Chiller Plant/Cooling Tower	x	x	x	x	x	x	x
Bulges/Absorbers/Tanks	x	x	x	x	x	x	x
HEPA/Inline Filters	x	x		x		x	
Demisters/Humidifiers	x	x					
Expansion Joints/Compressors	x	x		x			
Chemicals/Storage	x	x	x			x	x
Technical/Engineering Services & Office Products	X	X	X	X	X	X	X

Waste Treatment Plant Project
SMALL BUSINESS SUBCONTRACTING PLAN

4. Method Used to Develop Subcontracting Goals

The method used to develop the subcontracting goals for small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB) and service-disabled veteran-owned small business (SDVOSB) concerns is described as follows:

To establish our subcontracting goals and commitments, we gathered available WTP information, forecast probable acquisition needs, and analyzed project estimates. We also used our collective DOE experience to determine potential requirements and contingencies. Our subcontracting goals are both realistic and attainable. The goals will be reached by:

- Utilizing acquisition procedures to ensure small business concerns participation.
- Requiring the inclusion of appropriate small business concerns participation as a proposal/bid requirement in future procurements.

5. Methods Used to Identify Potential Sources for Solicitation

The method used to identify potential sources for solicitation purposes is as follows:

- Utilize the Central Contractor Registration (CCR) Dynamic Small Business Search Database formerly known as the U.S. Small Business Administration's PRO-Net supplier database.
- Utilize Bechtel's Global Supplier Information System. (GSIS)
- Coordinate with other DOE Hanford Site Prime Contractors to seek information on small, small disadvantaged, woman-owned, HUBZone, veteran-owned and service disabled veteran owned small businesses
- Coordinate with the State and Regional Small Business Administration representatives and resources.
- Participate in various regional small, small disadvantaged, woman-owned, HUBZone, veteran-owned and service disabled veteran owned small businesses trade associations.
- Sponsor and participate in trade fairs to inform small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small businesses about upcoming procurement opportunities.

6. Indirect Costs

Indirect costs are ( ) are not (X) included in the above goals. If indirect costs have been included, describe the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small business concerns.

7. Administrator of Small Business Subcontracting Plan

The following individual will administer the subcontracting program:

Name: Scott Harrison, Manager, Procurement & Subcontracts
Address: 2435 Stevens Center Place
Richland, WA 99354
Telephone: (509) 371-2931
Email: swharris@bechtel.com

This individual's specific duties as they relate to the firm's subcontracting program are as follows. General overall responsibility for review and monitoring execution of the plan including but not limited to:

- Ensure that source lists of potential subcontracts for which goals are established herein are maintained.
- Ensure that procurement packages are structured to permit small, small disadvantaged business, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small business concerns to participate to the maximum extent possible.
- When the number of prospective sources is not adequate, seek out other SB concerns through the use of mass media tools such as internet bulletin boards;
- Mentor SB's currently under subcontract, enhancing their ability to provide timely, cost-effective, quality services;
- Attend SB training, monitor program changes to ensure compliance - review, revise, amend applicable procedures;
- Advise other personnel of the purposes of this program and ensure adequate support by all concerned.
- Maintain records showing Bechtel's performance compared with the goals established herein and submit information on the forms specified in the contract in a timely manner.
- Established liaison with the Small Business Administration and representatives to obtain assistance in finding competent small, small disadvantaged business, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small business concerns for this and future work.
- Coordinate with other Hanford Site Prime Contractors to secure data on small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small businesses and their capabilities.
- Report to the WTP Project Director on the progress made towards meeting the Small Business Subcontract Plan goals and identification of action items to continuously improve on the plan.

Waste Treatment Plant Project
SMALL BUSINESS SUBCONTRACTING PLAN

8. Implementation

The following efforts will be made to assure that small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts:

(a) Identify known potential sources as large concerns, small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business, and service disabled veteran-owned small business concerns.
(b) Include small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service disabled veteran-owned small business concerns in Request for Proposals where such concerns are known to exist and are qualified to supply the item(s) or service being procured.
(c) Assist all small business concerns in providing management counseling on request.
(d) Provide sufficient bid solicitation time for preparation of proposals, quantities, specifications, and delivery schedules to facilitate participation.
(e) Participate in small business, small disadvantaged business, woman-owned business, HUBZone, veteran-owned small business, and service disabled veteran-owned small business trade fairs and conferences. Provide promotional activities, which increase community awareness of subcontracting opportunities.
(f) Prepare work scopes to develop opportunities, which can be bid and executed by all small business concerns.
(g) Maintain good working relationships with Small Business Administration representatives to obtain assistance and coordination in finding capable SB's;

9. Subcontract Flow-Down

The clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except small business concerns) who receive subcontracts in excess of $550,000 *($1,000,000 for construction of any public facility)* will be required to adopt a similar plan.

10. Reports, Studies, and Surveys

The Offeror/Subcontractor will cooperate in any studies or surveys as may be required; submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan; submit the "Individual Subcontracting Report" (ISR), and "Summary Subcontracting Report" (SSR) in accordance with the instructions on the Electronic Subcontracting Reporting System (eSRS) website at www.esrs.gov; and ensure that its subcontractors agree to submit reports online utilizing eSRS.

ISR data must be submitted online at www.esrs.gov on a semi-annual basis on or before April 30 and October 31. SSR data must be submitted online at www.esrs.gov on or before October 31.

11. Records

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

a. Source lists (e.g., CCR's Dynamic Small Business Search database, formerly PRO-Net), guides, and other data that identify small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business and service-disabled veteran-owned small business concerns.

b. Organizations contacted in an attempt to locate sources that are small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business or service-disabled veteran-owned small business concerns.

c. Records on each subcontract solicitation resulting in an award of more than $ 100,000, indicating:

- Whether small business concerns were solicited and, if not, why not;
- Whether small disadvantaged business concerns were solicited and, if not, why not;
- Whether woman-owned small business concerns were solicited and, if not, why not;
- Whether HUBZone small business concerns were solicited and, if not, why not;
- Whether Native-American small business concerns were solicited and, if not, why not
- Whether veteran-owned small business concerns were solicited and, if not, why not;
- Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not; and
- If applicable, the reason award was not made to a small business concern.

Waste Treatment Plant Project
SMALL BUSINESS SUBCONTRACTING PLAN

d. Records of any outreach efforts to contact:

- Trade associations
- Business development organizations
- Conferences and trade fairs to locate small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business and service-disabled veteran-owned small business sources.

e. Records of internal guidance and encouragement provided to acquisition personnel through:

- Workshops, seminars, training, etc.
- Monitoring performance to evaluate compliance with the program's requirements.

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

Signed: T Feigenbaum Date: 05/06/09

Typed Name: T. Feigenbaum

Company: Bechtel National, Inc., Waste Treatment Plant Project

Title: Project Director

Plan Accepted by: _____
(DOE ORP Contracting Officer)

Date: 5/28/09

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT E – LIST OF APPLICABLE DIRECTIVES (LIST B-DEAR 970.5204.78)

(a) Environmental, safety and health (ES&H) requirements appropriate for work conducted under this Contract that have been determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices and controls:

DOCUMENT NUMBER	DATE	TITLE
		DELETED **(M130)**
		DELETED **(M166)**
		DELETED **(M166)**
		DELETED **(M166)**
		DELETED **(M166)**
RL/REG-97-04	08/02	Policy for Openness and Openness Plan for the Office of Safety Regulation
RL/REG-97-05	07/19/01	Regulatory Unit Management Directives
		DELETED **(M166)**
RL/REG-98-05	07/01/99	Inspection Program Description for the Regulatory Oversight for the RPP-WTP Contractor
RL/REG-98-06	06/30/99	Corrective Action/Enforcement Action Program Description
RL/REG-98-14	06/29/98	Regulatory Unit Position on New Safety Information and Back-fits
RL/REG-99-17	04/25/01	Review Guidance for the Limited Construction Authorization Request
RL/REG 2000-03	05/04/01	Review Guidance for the Nonradiological Worker Safety and Health Plan
DOE O 420.1B	12/22/05	Facility Safety (Partial Implementation per CCNs 168377 (ORP 07-WTP-306) and 170076) **(M133)** to include Office of Environmental Interim Policy, "Code of Record for Nuclear Facilities" dated September 3, 2009. **(M170)**
DOE O 470.2B	10/31/02	Contractor Requirements Document (CRD), "Independent and Performance Assurance Program"

(b) Additional Directives applicable to this Contract. The directive(s) or applicable section(s) of the directive(s) are applied as specified in other Sections of this Contract.

DOCUMENT NUMBER	DATE	TITLE
DOE M 140.1-1B	03/30/01	Interface with Defense Nuclear Facilities Safety Board
DOE O 142.3 Change 1	2/28/08	Unclassified Foreign Visits and Assignments Program. The order is effective regardless of comment above at (b). **(M047) (M124)**
DOE Order 205.1A	12/4/06	Department of Energy Cyber Security Management **(M090)**
DOE M 205.1-2	6/26/05	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual **(M067)**
CRD O 210.2	06/16/06	DOE Corporate Operating Experience Program **(M077)**
DOE M 231.1-1A -, Change 2	06/12/07	Environment, Safety and Health Reporting Manual **(M127)**
DOE O 231.1A	08/19/03	Environment, Safety, and Health Reporting **(M033)**
CRD M 231.1-2	8/19/03	Occurrence Reporting and Processing of Operations

DOCUMENT NUMBER	DATE	TITLE
		Information **(M057)**
SCRD M 231.1-2	7/24/06	Occurrence Reporting and Processing of Operations Information Revision1 **(M057) (06-AMD-043) (M068)**
DOE M 435.1-1	07/09/99	Radioactive Waste Management Manual
DOE M 441.1-1	03/07/08	Nuclear Material Packaging **(M130)** The order is effective regardless of comment above at (b)
RL/REG-2000-04	07/03	Industrial Health and Safety Oversight Plan **(M033)**
DOE N 234.1	02/27/08	Reporting of Radioactive Sealed Sources **(M130)** The order is effective regardless of comment above at (b)
DOE O 221.1A	04/19/08	Reporting Fraud, Waste, and Abuse to the Office of Inspector General [1] **(M133)**
DOE O 221.2A	02/25/08	Cooperation with the Office of Inspector General [1] **(M133)**
DOE O 226.1A	7/31/07	Implementation of Department of Energy Oversight Policy **(M069) (M108)**
DOE O 241.1	08/17/98	Scientific and Technical Information Management
DOE O 350.1, Chg 3	02/23/10	Contractor Human Resource Management Program **(M171)**
DOE O 414.1C	6/17/05	Quality Assurance **(M066)**
DOE O 425.1C	03/13/03	Start and Restart of Nuclear Facilities **(M033)**
DOE O 413.3A	07/28/06	Program and Project Management for the Acquisition of Capital Assets **(M055) (M076)**
DOE M 413.3-1	03/28/03	Project Management for the Acquisition of Capital Assets **(M055)** Applicable to Standard 5 only **(A164).**
DOE O 435.1, Chg 1	08/28/01	Radioactive Waste Management **(Implementation of this Order using the graded approach; approved by 04-WEC-004; CCN 081173 satisfies the comment above at (b).) (M130)**
DOE O 442.1A & Supplemented Rev. 1	06/06/01	Department of Energy Employee Concerns Program **(A029)**
DOE O 471.3	4/9/03	Identifying and Protecting Official Use Only Information **(M087)**
DOE M 471.3-1	4/9/03	Manual for Identifying and Protecting Official Use Only Information **(M087)**
DOE O 475.1	12/10/04	Counterintelligence Program **(M071)**
SCSP	5/9/06	Richland Regional Office Site Counterintelligence Support Plan Hanford Site - Bechtel National, Inc. **(M071)**
DOE O 551.1C [2]	06/24/08	Official Foreign Travel **(M141)**
DOE/EM-0093	12/96	Waste Acceptance Product Specifications for Vitrified High Level Waste Forms (WAPS) Revision 2 **(M114)**
DOE/ORP-2000-06	09/27/00	River Protection Project, Project Management Plan
DOE/RL-88-21	10/01/96 12/21/99	Double-Shell Tank Unit Permit Application
DOE/RL-94-02	04/95	Hanford Emergency Response Plan (Revision 3, March 2009) **(M152)**
DOE/RW-0333P	10/01/08	Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program (QARD) – Revision 20 **(M099) (M134)**
DOE/RW-0351	5/31/07	Waste Acceptance System Requirements Document (WASRD) - Revision 5 **(M114)**
HFID 232-1B	09/08/99	Notification and Reporting of Operations Information
06-AMD-050	08/28/06	Office of Environmental Management Interim Guidance,

DOCUMENT NUMBER	DATE	TITLE
		"Safety Integration into Early Phases of Environmental Management Facility Design." **(M084)**
DOE M 442.1-1	11/16/06	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health, Contractor Requirements Document **(M095)**
DOE M 450.4-1	11/01/06	Integrated Safety Management System Manual. Attachment 1 - Contractor Requirements Document. **(M097)**
DOE/RW-0511, Volume I, Rev. 3	01/2007	Integrated Interface Control Document (IICD), High-Level Radioactive Waste and U.S. Department of Energy and Naval Spent Nuclear Fuel to the Civilian Radioactive Waste Management System **(M114)**
DOE STD 3009	1994	Preparation Guide for DOE Nonreactor Nuclear Facility Safety Analysis Reports (Change Notice 3, March 2006) **(A029) (M152)**
DOE M 470.4-1;	08/26/05	Safeguards and Security Program Planning and Management (Sections/Chapters listed in CCN 182640)**; (M136) (M171)**
DOE M 470.4-4A	01/16/09	Information Security Manual (Contractor scope limited to the OPSEC requirements listed in ORP Letter 08-ESQ-318; CCN 192555) **(M145)**
DOE O 5480.20A, Change 1	07/12/01	Personnel Selection, Qualification, and Training requirements for DOE Nuclear Facilities **(M152)**
DOE M. 470.4-2A	07/23/09	Physical Protection (Contractor shall implement consistent with 08-ESQ-119 and confirmed by CCN – 208288) **(M164)**

[1] Footnote to DOE O 221.1A and DOE O 221.2A: The Contractor shall implement DOE Orders 221.1 and 221.2 into all new subcontract awards beginning January 1, 2003, except for those acquisitions for commercial items and for any new acquisition awards under $100,000. DOE Orders 221.1A and 221.2A shall be implemented into all new subcontract awards beginning October 01, 2008, using the same criteria. Flow down of the requirements of these Orders to Subcontractors using these criteria meets the intent of ensuring compliance with the Orders' requirements.

[2] This Order included by Modification No. A029 and deemed to be the "subsequent version of the order in effect at the time of award" per DEAR 952.247-70.

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT F – KEY PERSONNEL

Name	**Position (M110) (M130) (M133) (M147) (M152) (A164)**
Frank Russo	Project Director
Richard (Rick) Bradford	Project Manager
William (Bill) Gay III	Assistant Project Director (Quality & Safety & Plant Operations)
Rayford L. Patterson	Area Project Manager (High-Level Waste)
Tyrone Troutman, Jr.	Area Project Manager (Pretreatment)
William T. Clements	Area Project Manager (Low Activity Waste/Balance of Facilities/Analytical Laboratory)
Donna Busche	E&NS Manager
David J. Jantosik	Quality and Performance Assurance Manager
Dennis Hayes	Plant Operations Manager
Barbara Rusinko	Manager of Engineering
David F. Leeth	Manager of Construction
Nikki Grover	Assistant Project Director (Business Services)
Greg Ashley	Project Technical Director
Anton R. (Tony) Veirup	Prime Contracts Manager
Mark Watts	Manager, Procurement and Subcontracts

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT G – PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of: and in order to induce the United States (the Government) to enter into Contract DE-AC27-01RV14136 for the design, construct, and commission of the Waste Treatment and Immobilization Plant (WTP) to treat and immobilize Hanford tank waste (Contract dated, December 11, 2000), by and between the Government and Bechtel National, Inc. (Contractor), the undersigned, Bechtel National, Inc.(Guarantor), a corporation incorporated in the State of Nevada with its principle place of business at 45 Fremont Street, San Francisco, CA 94105, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

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

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

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

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

BECHTEL NATIONAL, INC.

Original Signed By
T. F. Hash, President

GUARANTEE AGREEMENT ON
BEHALF OF GUARANTOR

I, D.W. Price, certify that I am the Assistant Secretary of the corporation named as Guarantor herein; that T.F. Hash who signed this certificate on behalf of the Guarantor, was then President of said corporation; that said certificate was duly signed for and in behalf of said corporation, and is within the scope of its corporate powers; that I have caused the corporate seal to be affixed hereto.

Original Signed By
D. W. Price, Assistant Secretary

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT H
TANK FARM CONTRACTOR STAFF AND SUBCONTRACTORS EMPLOYED ON THE WTP PROJECT

Staffing

The Tank Farm Contractor hired a total of 183 staff from BNFL Inc. and Bechtel National Inc. that were previously supporting the Waste Treatment and Immobilization Plant (WTP) activities; approximately 138 are currently identified as available for transition to the WTP Contractor. Discipline and experience are as follows:

INTERIM DESIGN CONTRACTOR EMPLOYEES EXPERIENCE
SUMMARY AS OF 8/30/00

DISCIPLINE	SENIOR LEVEL	JUNIOR LEVEL (1-5 Years)	YEARS EXPERIENCE	AVERAGE YEARS EXPERIENCE
Engineers:				
Managers	2	0	18-30	18
Process Engineers	9	2	1-33	16
Civil/Structural	7	1	1-35	23
Mechanical	17	5	1-33	18
HVAC	21	0	7-35	25
Elect, I&C	18	0	9-39	24
Architectural	2	1	1-21	13
Construction Engineering	1	0	9	9
Quality Assurance	2	0	25-30	28
Layout/Design	2	0	18-35	27
Subtotal	81	9		
Designers:				
Civil/Structural	3	1	4-36	21
Mechanical	19	2	3-34	21
HVAC	5	0	7-20	16
Piping	5	0	10-25	22
Elect, I&C	2	0	14-35	23
Layout	9	2	2-15	7
Subtotal	43	5		
Total	124	14		
Total Interim Design	**138**			

Subcontracts

The Tank Farm Contractor placed subcontracts with 27 firms; providing about 260 total staff supporting the design, science and technology, and ongoing operations roles. Most of the staff augmentation contracts will be available for transition to the WTP Contractor. Summary of contracts, scope, and numbers of staff identified includes:

Subcontractor	Current Scope	Number of Staff
Associated Western Universities	Summer Interns	5
EnergX	Staff Augmentation	2
ESG (ESG Technical Services)	Staff Augmentation	3
Enabling Technology	Staff Augmentation	1
Fircroft	Staff Augmentation	51
Global Environmental	Staff Augmentation	1
GTS-Duratek	Staff Augmentation	19
Individual Consultants (7 each) Doug Campbell Gary Dukelow Mike Fox Bruce Hensley William Roe Gene Schroeder John Deichman	Staff Augmentation	7
Kelly Temporary Services	Staff Augmentation	31
LATA (Los Alamos Technical Associates)	Staff Augmentation	8
Manpower	Staff Augmentation	3
MCE (Mid-Columbia Engineering)	Staff Augmentation	7
MH Chew	Staff Augmentation	2
Noramtec	Staff Augmentation	30
Onsite Engineering	Staff Augmentation	15
Project Time & Cost	Staff Augmentation	3
SAIC (Science Applications International Corp.)	Staff Augmentation-safety, permitting, and design	44
Scientech	Staff Augmentation	2
SCM	Staff Augmentation	8
TRI (Technical Resources International)	Staff Augmentation	13
Vista Engineering	Staff Augmentation	5

Science and Technology Support

The Tank Farm Contractor will have established work orders with Savannah River Technology Center (SRTC), GTS-Duratek (including the Vitreous State Laboratory (VSL) at Catholic University), Pacific Northwest National Laboratory, and IBC, Inc. for significant Science and Technology (S&T) support to the WTP Project in the following areas:

S&T Provider	Scope
SRTC	Chemical and radiochemical separations, waste form qualification
PNNL	Chemical and radiochemical separations, waste form qualification
GTS-D	Pilot melter testing, melter testing, and glass development
IBC, Inc.	Ion exchange media development and testing

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT I – FUNDING PROFILE

Fiscal Year (FY)	Budget Authority ($1M)*
2001	$ 348**
2002	$ 671**
2003	$ 676**
2004	$ 682**
2005	$ 695**
2006	$ 487**
2007	$ 614**
2008	$ 741**
2009	$ 690
2010	$ 690
2011	$ 690
2012	$ 690
2013	$ 690
2014	$ 690
2015	$ 690
2016	$ 690
2017	$ 690
2018	$ 690
2019	$ 690

*Includes Contractor Fee
** Actual Funding Amounts As of Modification No. A143

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT J
ADVANCE UNDERSTANDING ON COSTS

1. Allowable costs for WTP project-specific travel and relocation shall be in accordance with the Bechtel Systems & Infrastructure, Inc. (BSII) policy dated January 1, 2010 (Revision 15), effective January 1, 2010 **(A164)**, submitted under BNI letter CCN 210586 dated December 30, 2009 **(A164)**. However, payments made under 2.7 d) [previously 3.7 d) under Revision 3] and 3.17 c) therein for tax assistance "gross up" shall be an unallowable cost prior to July 29, 2002, and an allowable cost thereafter. **(M134)**

2. Allowable costs for WTP project-specific BNI employee permanent assignment compensation benefit shall be in accordance with the BNI Project Assignment Incentive (PAI), Revision 10 (dated February 2008), effective April 01, 2008.

   Historical Notes:
   - The tax assistance portion "gross-up" of the PAI, in effect until February 26, 2007, shall be an unallowable cost. This "gross up" was eliminated with the issuance of PAI, Revision 9.
   - The minimum 150-mile limit for recruited college students from Washington State University (Pullman Campus only) and Eastern Washington University (Cheney campus only) is waived and PAI payments for such eligible recruited employees shall be allowable, subject to other allowability tests required under the contract, until April 01, 2008, at which time the limit was eliminated with PAI, Revision 10. **(M126)**

3. During 2001, BNI implemented an internal Six Sigma Program to provide a clear means of work process measurement and continuous process improvement that is expected to result in a net overall reduction in incurred costs under the Contract. Costs to implement the BNI Six Sigma Program are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

4. Costs to implement the BNI Sharing For Success Program to enhance craft productivity and reduce overall project costs are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

5. Effective from the date of Contract award, facilities capital cost of money shall be an allowable cost under the Contract, provided the criteria for allowability in FAR 31.205-10 are met.

6. Costs to implement the BNI Employee Recognition Program to support individual and team accomplishments and encourage the achievement of Project goals are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

7. Costs incurred in connection with hedging contracts entered into in connection with foreign currency purchases, including but not limited to the purchase cost, rollover costs to adjust a hedging contract to a new date in the event the payment date is delayed, and closure costs in the event a procurement is canceled, are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

8. Costs to implement the BNI Vanpool Program to encourage project craft and nonmanual vanpooling are considered allowable costs under the Contract, subject to other required tests of

allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

9. Costs incurred in connection with the Washington State Retrospective Rating Program connected with Workers Compensation, including but not limited to surcharges, are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

10. Multi-Employer Pension Plan (MEPP) **(M152)**

    a. The costs and expenses of the Contractor's participation in the Multiple Employer Pension Plan (MEPP) are allowable contract costs to the same extent as those costs are allowable under Contract No. DE-AC06-96RL13200.

    b. In the event that the Contractor withdraws from the MEPP, in accordance with the terms of the MEPP, the Contractor's withdrawal liability, if any, shall be an allowable cost of the Contract subject to availability of funds under the contract.

    c. In the event that the MEPP is overfunded at the time of the Contractor's withdrawal and the Contractor does not receive a cash disbursement of its share of such overfunding, ORP hereby waives the Contractor's obligations, if any, under FAR 52.215-15(b) to make payments to DOE, or otherwise adjust the Contractor's allowable costs, with respect to any amounts otherwise assessed in accordance with CAS 413-50(c)(12).

    d. In the event that the Contractor becomes the last sponsoring employer of the MEPP, the Parties shall modify this agreement to address appropriate termination provisions and funding requirements.

    e. This Advance Understanding shall be revised from time to time to incorporate any changes in the those policies, practices, and procedures the related costs and expenses related to the MEPP.

11. The following Pending Items and Trends are incorporated by reference in Modification A029.

Case No.	Title
	Issued to ORP
4	PI-24590-01-00065 Additional Security Badging Requirements
18	PI-24590-01-00093 Model Recovery, Maintainability, and RAMI Development
6	PI-24590-01-00099 Construction Emergency Response Plan (Addendum for FH site emergency preparedness program)
21	PI-24590-01-00112 Addition of C2 Filtration (HEPA) to Pretreatment, LAW and HLW Facilities
	PI-24590-01-00117 Commissioning Maintenance Requirements
17	PI-24590-01-00118 Plant Operator Qualification & Training Facility
	PI-24590-01-00119 Commissioning Materials & Vendor Support
	PI-24590-01-00120 Commissioning Testing and Operations Requirements
	PI-24590-01-00121 Risk Assessment and Reporting
19	PI-24590-01-00122 Analytical Laboratory and Temporary Laboratory Facilities
	PI-24590-01-00131 Hazards/Accident Analysis Post PSAR Submittal
	PI-24590-01-00133 Commissioning Procedure Writers
	PI-24590-01-00135 QC Support to Commissioning
	PI-24590-01-00136 Commissioning Training
	PI-24590-01-00138 Environmental Interface
	PI-24590-01-00140 Operation Authorization Request (OAR) Development and Authorization Basis Maintenance

Case No.	Title
	PI-24590-01-00142 Compliance with ISMS DEAR Clause, Safeguards and Security
	PI-24590-01-00143 Pilot Scale Facility
10	PI-24590-01-00147 Pulsed Jet Mixer Testing
16	PI-24590-01-00150 LAW Canister Level Control
	PI-24590-01-00153 A1-Incomplete WTP Conceptual Design – NOC & Sanitary Sewer
	PI-24590-01-00153 A2 – Incomplete WTP Conceptual Design – SAP & CAR
	PI-24590-01-00153 B – Incomplete R&T WTP Conceptual Design work (5 Pis)
19	PI-24590-01-00154 HLW Melter Cell Reconfiguration Due to LAB Reconfiguration
13	PI-24590-01-00165 Vitrification, Rheology & Regulatory Analysis for the Rework of AZ-102 (Envelope B)
2	PI-24590-01-00170 LAW Annex Modifications
23	PI-24590-01-00181 Operations & Maintenance C3 Area Temperatures
23	PI-24590-01-00194 Study Associated with C3 Temperatures
	PI-24590-01-00197 Technical Integration Baseline Development Team
	PI-24590-01-00201 LAW Throughput Increase to 45 MTG
	PI-24590-01-00246 ES&H Fire Protection Support Program
27	PI-24590-01-00278 Change in LAW Concrete and Structural Steel Quality Class
	PI-24590-01-00309 Revised Scale-Up Ion Exchange Resin Quantities
	PI-24590-01-00311 Radiological Safety Support
3	PI-24590-02-00335 LAW Bubbler Failures Below the Melt Line
	2001 Approved Trends
1	PI-24590-01-00173 Detailed Study & Process Plan for Resolving Mercury Issues in Waste Feed
14	PI-24590-01-00174 Maximum Achievable Control Technology
14	PI-24590-01-00316 Mercury mitigation for LAW Melter & Offgas
14	PI-24590-01-00327 Incorporate Activated Carbon Column in HLW Melter Offgas
	PI-24590-01-00143 PT Integrated Pilot Facility – Infrastructure & Testing IX Processes
	2002 Approved Trends
12	PI-24590-02-00341 Radiological Monitoring Standards Change from ANSI-N13.1-1969 to 1999
7	PI-24590-02-00356 Critical Decision 3 – Extended Independent Review
22	PI-24590-02-00358 Steam Reformer Technology Demonstration Acquisition
20	PI-24590-02-00382 Evaluate and Test CS & TC Exchange Resins
15	PI-24590-02-00395 DOE Order 420.1 Fire Safety Impact Assessment Study
	PI-24590-02-00396 Melt Pool Corrosion of LAW Bubblers (Part 2)
	PI-24590-02-00398 Evaluation of Seismic Safety DOE 420.1 Impact
	PI-24590-02-00405 LAB – Cost Reductions
	PI-24590-02-00415 Initial Testing of Steam Reforming Waste Product
	PI-24590-02-00431 DWPA Phased Approach
	PI-24590-02-00447 Pour Tunnel Catch Tank
	PI-24590-02-00453 Increase Pour Cave Cooling
	PI-24590-02-00508 Sales and Use Tax
25	PI-24590-02-00516 Regulatory Compliance Matrix
	PI-24590-02-00539 Lab Rad Effluent Line
	PI-24590-02-00550 Develop Implementation Plan & Start Testing of Alt. Resins
	PI-24590-02-00581 Mixing Tests and Computational Fluid Dynamic Modeling by R&T for PT and HLW

Case No.	Title
	PI-24590-02-00586 Delete BOF Encapsulation Facility from WTP
	PI-24590-02-00587 Modify BOF Spent Melter Staging Facility
	PI-24590-02-00589 Eliminate BOF Melter Assembly Building
	PI-24590-02-00590 Delete BOF Central Waste Storage Facility
	PI-24590-02-00591 Eliminate BOF Administration Building from WTP Site
	PI-24590-02-00601 Modification to HLW Melter Cave Support Handling System Shielding/Containment and Decontamination
	PI-24590-02-00635 Mercury – Sulfur Impregnation Carbon Tests
	PI-24590-02-00637 Mercury R&T Studies
	PI-24590-02-00665 Replace Welded Sealing of LAW Containers with Mechanical Sealing
	PI-24590-02-00666 Eliminate Tc Ion Exchange System (pending approval)
	PI-24590-02-00688 Stage 1 Cs Alternative Resin Testing
	PI-24590-02-00700 Develop Estimate for Implementing DOE Order 435.1
	PI-24590-02-00706 2 + 2 Melter Option
	PI-24590-02-00723 Commissioning and Training Cost Savings Initiatives
	PI-24590-02-00725 Schedule Impact of Cumulative Changes
	PI-24590-02-00728 Alternate Cesium Ion Exchange Resin Testing: Stages II & III
	PI-24590-02-00742 Develop Supplemental EIS Data Package
	PI-24590-02-00744 Include Battelle R&T Sample Residue Handling & Disposal
	PI-24590-02-00754 Foreign Travel Coordinator DEAR 952-247-70
	PI-24590-02-00758 Replace Uniform Building Code with International Building Code for Fire Proofing Design
	PI-24590-02-00779 Trend Implementation Variance vs. Approved ROM
	PI-24590-02-00782 R&T Testing of Ion Exchange Pressure Drop Issue

All items above may have subsequent update revisions, interpretations, or other clarifications that are agreed to by letter. Such updates shall be deemed to be incorporated by reference where stated.

12. The Contractor's Employee Referral Bonus Program is an allowable cost for a period of two years, from March 26, 2007 to March 25, 2009, with a not-to-exceed total cost of $150,000. The policies establishing the program, and the applicable time periods are:

    - Program as contained in contractor letter, CNN 146882, dated March 13, 2007, applies to the period March 26, 2007 through March 25, 2008.
    - Program as contained in contractor letter CCN 162480, dated April 1, 2008, applies to the period March 26, 2008 through March 25, 2009. **(M086, M123)**

13. The following requirements are incorporated into and made a part of this contract. Not-To-Exceed amounts for these items have been authorized. The items listed in Table 13-A were definitized by Modification No. A143. **(M101) (M130) (M136) (A143) (M155)**

13-A. Not-To-Exceeds Definitized by Modification No. A143 (M155)	
DOCUMENT ID.	**TITLE**
TN 24590-03-01341	Seismic Attenuation Study to Support ORP **(M101)**
TN 24590-03-01071	Maximum Achievable Control Technology/ Destructive and Removal Efficiency Testing **(M101)**
TN 24590-03-01318	Supplemental LAW Treatment Study **(M101)**
TN 24590-03-01317	QA Testing of HEPA Filters at DOE Filter Test Facility (FTF) **(M101)**
TN 24590-03-01482	Earned Value Management System (EVMS) Criteria Crosswalk **(M101)**
TN 24590-03-01315	PTF Black Cell Access Trend **(M101)**
TN 24590-03-01213	Concentrate Receipt Vessels (CRV) Deletion **(M102)**
TN 24590-05-01906	PNNL Seismic Borehole Drilling Support **(M102)**
TN 24590-06-01930	Technical Feasibility Study of WTP Startup Sequencing **(M098) (M130)**
TN 24590-06-02430	Perform Impact Assessment of Borehole Data **(M098) (M130)**
BCP-24590-06-03419	Implementation of ASME NQA-1 2000 and QARD Revision 18 for performance by BNI subcontractor Duratek, Inc. **(M135)**
ORP 08-AMD-213 (10/06/08) (CCN 187713) TN 24590-06-03628	DOE ORP Direction to Cancel the Temporary Low Activity Waste (LAW) Melter Assembly Building Procurement **(M141)**

13-B. Not-To-Exceeds Not Included in Modification No. A143 Definitization (M155)		
DOCUMENT ID.	**TITLE**	**DEFINITIZATION MODIFICATION NO.**
BCP-24590-06-02279	Expansion of DWP Requirements (permit Modifications) **(M122) (M130)**	
ORP 08-NSD-011 (05/20/08) (CCN 179512) TN 24590-06-03487	ORP Direction to Implement New Preliminary Safety Analysis Report (PSAR) Updates **(M136)**	A164
ORP 08-NSD-057 (10/09/08) (CCN 188218) TN 24590-06-03752	Direction to Implement New Safety Classification Process for the Waste Treatment and Immobilization Plant (WTP) (M141)	
ORP 08-NSD-059 (10/15/08) (CCN 188217) TN 24590-06-	Direction to Implement New Justification for Continued Design, Procurement, and Installation (JCDPI) (M152)	A164

03753		
Modification M090 & 09-AMD-205 (07/18/08) (CCN 202423) TN 24590-06-02145 & -02381	Direction to Implement DOE O 205.1A, Cyber Security Management Program (M155)	
Modification M154 TN 24590-06-04133	Direction to Implement Pretreatment Engineering Platform (PEP) dry layup (M155)	

14. (Reserved)

15. (Reserved)

16. The following Advance Agreements are incorporated and made a part of this contract. **(M130)**

TITLE	**REFERENCES**
Offsite Beryllium Medical Exam Costs **(M130)**	CCN 150302 (06-ESQ-166; 28DEC06)
Relocation Costs Associated with Establishing a Frederick, MD WTP Project Office **(M130)**	Advance Agreement signed by J. J. Short/C. E. Rogers 20JUL06; CCN 143197
Steps to Bring BNI Billings and DOE Financial System into Agreement **(M130)**	Advance Agreement signed by J. J. Short/C. E. Rogers 24JUL06; CCN 143195
Costs Related to Safety Award to WTP Construction Site Employees **(M130)**	Advance Agreement signed by T. M. Williams/N. F. Grover 28NOV07; CCN 169002
Costs Related to WTP College Hire Conference **(M130)**	Advance Agreement signed by T. M. Williams/N. F. Grover 08AUG07; CCN 169228
Costs Related to Per Diem Expenses for Certain Employees **(M130)**	Advance Agreement signed by T. M. Williams/N. F. Grover 03JUL07; CCN 169230
Costs Related to Living Away From Home Option (LAFHO) **(M130)**	Advance Agreement signed by T. M. Williams/N. F. Grover 12DEC07; CCN 169233
Costs Related to Voluntary Protection Program (VPP) **(M133)**	Advance Agreement signed by T. M. Williams/N. F. Grover 20JUN08; CCN 181338
Costs Related to Per Diem Expenses for Specific Employees July 2008 **(M134)**	Advance Agreement signed by T. M. Williams/N. F. Grover 18JULY08; CCN 184046

17. Dollar thresholds for obtaining Contracting Officer approval prior to BNI incurring costs for repair or

replacement of Government Property resulting from damage, and/or the need for unscheduled non-routine corrective maintenance/rehabilitation – are specified in CCN 179128, Letter from N.F. Grover, BNI to T.M. Williams, ORP, "Repairs Incidental to Corrective Maintenance or Damage," dated August 28, 2008, and are incorporated into this contract." The Property Administrator is authorized to approve repairs costing less than $25,000. **(M136) (M145)**

18. Inclusions from Equitable Adjustment Settlement. The Trends and Baseline Change Proposals listed on Attachment J, Sub-attachment A are specifically included in the Statement of Release with Modification No. A143, and are released from any further equitable adjustment. **(A143)**

19. Exclusions from Equitable Adjustment Settlement. The Modifications, Trends and Baseline Change Proposals listed on Attachment J, Sub-attachment B are specifically excluded from the Statement of Release with Modification No. A143, and may be eligible for equitable adjustment provided all Contract change requirements are met. **(A143)**

20. All emergency-related repairs or emergency related maintenance on BNI leased facilities less than or equal to $25,000, no CO approval is required. Alterations made to any BNI leased facility greater than or equal to $100,000, CO approval is required (09-AMD-164 dated May 28, 2009; CCN 200168). **(M155)**

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT K
LISTING OF WTP CONCEPTUAL DESIGN AND SUPPORTING INFORMATION

The following information associated with the Waste Treatment and Immobilization Plant (WTP) Conceptual Design and Supporting Information is provided at http://www.hanford.gov/orp/procure/solicitations/index.html.

The information includes:

(a) Process and Facility Design Documentation and Analyses

Facility Mass and Energy Balances
Process Description
Process and Facility Drawings
Systems Descriptions
Facility Descriptions
Facility Capability Studies
Facility Expansion Capability Study
Interface Control Documents

(b) Construction Planning

Engineering Execution Plan
Construction Strategy
Construction Mobilization Plan
Facility Acceptance Strategy

(c) Technology Planning and Testing Information

Technology Development Plan
Tank Waste Sample Analyses
Technology Test Reports

(d) Waste Form Qualification Strategies

Products and Secondary Wastes Plan
IHLW Waste Compliance Plan

(e) Environmental Permitting Documentation

Dangerous Waste Permit Application
Environmental Plan
Risk Assessment Work Plan
Approach for Immobilized High Level Waste (HLW) Delisting
Approach for Immobilized Low Activity Waste (LAW) Land Disposal Restrictions (LDR) Compliance
Environmental Report Revision

(f) Integrated Safety Management Program, Hazards and Safety Analysis Information

Documentation prepared for, and correspondence between the DE-AC06-96RL13308 Contractor Organization and the U.S. Department of Energy (DOE) Regulatory Unit can be found at http://www.hanford.gov/osr/osr.asp.

(g) Cost and Schedule Documentation

Integrated Master Plan
Government Fair Cost Estimate

(h) Quality Assurance

Quality Assurance Program Description

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT L
SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS

A — Bechtel Washington

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

B — Subcontractors

SIC Code	Description of SIC Major Group	SDB Dollars	Percentage**
23	Apparel and other finished products made from fabrics	$26,880	.0007
25	Furniture and fixtures	248,700	.0063
28	Chemicals and allied products	1,747,750	.0441
34	Fabricated metal products	9,564,827	.2412
36	Electronic and other electrical equipment and components, except computers	15,730,940	.3967
38	Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks	720,120	.0182
48	Communications	711,489	.0179
50	Wholesale trade, durable goods	3,340,970	.0843
51	Wholesale trade, nondurable goods	2,403,444	.0606
52	Building materials, hardware, garden supply, and mobile home dealers	491,220	.0124
73	Business services	125,468	.0032
87	Engineering, accounting, research, management, and related services	16,046,472	.4047
89	Miscellaneous services	512,040	.0129
	Subtotal ***	$51,670,320	1.3032

C — Total (A + B)

SIC Code	Description of SIC Major Group	SDB Dollars	Percentage**
23	Apparel and other finished products made from fabrics	$26,880	.0007
25	Furniture and fixtures	248,700	.0063
28	Chemicals and allied products	1,747,750	.0441
34	Fabricated metal products	9,564,827	.2412
36	Electronic and other electrical equipment and components, except computers	15,730,940	.3967
38	Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks	720,120	.0182

48	Communications	711,489	.0179
50	Wholesale trade, durable goods	3,340,970	.0843
51	Wholesale trade, nondurable goods	2,403,444	.0606
52	Building materials, hardware, garden supply, and mobile home dealers	491,220	.0124
73	Business services	125,468	.0032
87	Engineering, accounting, research, management, and related services	16,046,472	.4047
89	Miscellaneous services	512,040	.0129
	Subtotal ***	$51,670,320	1.3032

Total Estimated Contract Value = $3,965,000,000 143

* SDB participation from industries eligible for the 10% Price Evaluation Adjustment
** All percentages shown as a percent of the estimated total Target Cost
*** Total SDB target cost

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT M
DAVIS-BACON WAGE DETERMINATION

General Decision Number WA20080009, dated February 6, 2009 (M147) is hereby incorporated by reference. (M147)

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT N
ALTERNATIVE DISPUTE RESOLUTION (M147)

Purpose: Contract Clause H.34, "Alternative Dispute Resolution" (ADR) provisions were established to facilitate the early resolution of disputes. This procedure defines the agreed continued ADR process for selection and utilization of a "Standing Neutral" (SN) in the instance an agreement cannot be reached through informal negotiations.

Scope: In recognition of mutual interests, the U.S. Department of Energy, (DOE) and Bechtel National, Inc. (BNI), "the Parties", shall use their best efforts to informally resolve any dispute, claim, question or disagreement ("the issue"), by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both Parties. If an agreement cannot be reached through informal negotiations, then such disagreement shall be referred to the SN, pursuant to the
following selection and proceeding process.

Process: When informal negotiations reach an impasse, either Party may initiate the continued ADR process, utilizing a SN, by issuing a written ADR proceeding notification to the other Party. The Party issuing notice shall propose two (2) SN candidates for consideration by the other Party. The proposed candidates shall have proven expertise in the area of disagreement. If a SN cannot be agreed upon within ten (10) business days, the DOE Office of Dispute Resolution shall assist the Parties in this selection. At any point during the ADR proceedings, either Party may acquiesce to the other Party's position and the dispute shall be considered resolved.

It shall be incumbent on both Parties to fully discuss and demonstrate how the issue has or will adversely affect that Party's ability to perform its contractual requirements in a timely and cost efficient manner. Accordingly, within ten (10) business days of the ADR proceeding notification, both Parties shall submit, in writing, a "Resolution Memorandum" (RM) to the other Party and SN defining the issue and describing its recommendation for resolution. The RM shall address all relevant facts, which would include, as appropriate, discussion regarding an alleged impact event, work scope affected, and the contractual and equitable basis for proposed settlement. If any cost and schedule adjustments are recommended, the basis for such adjustments shall be quantified.

Following RM review, the SN shall establish a meeting time and place for convening the ADR meeting. The SN, not later than fifteen *(15)* business days following ADR proceeding notification, shall issue an agenda for the meeting. The agenda shall allow each Party the opportunity to fully explain its position regarding the issue and allow for an exchange of dialogue. The SN shall ensure a meeting attendance sheet is completed and formal meeting minutes are issued to both Parties within three (3) business days of the meeting date.

The Parties shall Jointly meet with the SN to discuss the issue. Each Party shall be allowed up to three (3) representatives for meeting attendance, inclusive of a spokesman, to address the technical, financial, and contractual merits of the issue. Each Party shall be free to select its own representatives as it sees fit. The representative selections shall be identified in writing, by name and title, to the SN and other Party within ten (10) business days following ADR proceeding notification. The Parties and SN shall initially meet, at a mutually agreeable time and place, no later than thirty (30) calendar days from the date of ADR proceeding notification. The need for subsequent meetings shall jointly be agreed.

The SN shall evaluate all facts and provide a written settlement recommendation to both Parties no later than ten (10) business days following the last meeting. The subject recommendation shall discuss, as appropriate, the alleged impact event, perceived work scope affected, and cite its contractual and equitable basis for settlement or rejection. In the instance certain cost and schedule adjustments are recommended, the basis for such adjustments shall be quantified.

Although the SN settlement recommendation shall be considered non-binding, in the interest of early dispute resolution, both Parties shall seriously consider such advisement. The DOE Contracting Officer (CO) shall issue the final DOE written dispute determination to BNI within five *(5)* business days after receipt of the SN's settlement recommendation. BNI shall advise the CO, in writing, of the acceptability of the DOE dispute determination within five (5) business days after Its receipt. The SN shall be copied on all such correspondence.

At this point the ADR process, utilizing a SN, shall be considered closed. If the dispute has not been resolved through the SN process, either Party may request resolution under the Disputes Clause of the Contract.