

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 28
2. AMENDMENT/MODIFICATION NO. M082		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				(3)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				4	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.

(3)	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 Sections B, C, F, H, I, and 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) DB Cartmel, Vice-President		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 9/16/03	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/03

Block 14 Continuation:

Description of the Change:

- a. Under Section B, SUPPLIES OR SERVICES & PRICES/COSTS, Clause B.3, "Estimated Cost and Fee," revise fifth paragraph as follows:

Add (in bold):

Unearned fee that is not forfeited for failure(s) to meet contract or performance-based incentive requirements shall be accrued, if appropriate, or recorded as a commitment. **Incentive compensation, bonuses and project assignment allowances shall be paid from fee unless specifically approved in advance by the Contracting Officer.**

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

Delete:

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

Replace with:

The Contractor shall conduct business at the Hanford Site consistent with the following outcomes:

- c. Under Section F, Clause F.3, "Reporting Requirements," revise F.3(i) as follows:

Delete:

- (i) Provide quarterly assessment report summarizing the total TFC status and progress for the quarter, including an evaluation of the FY and Contract term EAC as described in H.7.03(d)(3). This report is due 30 calendar days after completion of each quarter, commencing December 2001.

Replace with:

- (i) Provide quarterly assessment report summarizing the total TFC status and progress for the quarter, including an evaluation of the FY and Contract term EAC. This report is due 30 calendar days after completion of each quarter, commencing December 2001.

- d. Under Section F, DELIVERIES OR PERFORMANCE, Clause F.3, "Reporting Requirements," revise F.3(k) as follows:

Delete:

- (k) Summary level performance status reports are to be submitted at the PBS and Capital Project levels. In addition, CHG should make available to ORP performance data at the levels of detail shown in Contract Section F, DELIVERIES OR PERFORMANCE, Clause F.3, "REPORTING REQUIREMENTS," Table F-4. The summary report shall contain a list of those reporting level WBS elements (per Table F-4) where the schedule and cost variance exceed the limits as stated in Contract Section H, SPECIAL PROVISIONS, Clause H.1, "PERFORMANCE BASED INCENTIVES, FEE DISTRIBUTION AND FEE POOL," paragraph H.1(d)(1). The list shall contain a brief explanation for the variance. Reporting requirements shall take effects with the December 2001, month-end reporting cycle.

Replace with:

- (k) Summary level performance status reports are to be submitted at the PBS and Capital Project levels. In addition, the Contractor shall make available to ORP performance data at the levels of detail shown in Contract Section F, DELIVERIES OR PERFORMANCE, Clause F.3, "REPORTING REQUIREMENTS," Table F-4. The summary report shall contain a list of those reporting level WBS elements (per Table F-4).
- e. Under Section F, Table F-2 Rev. 1, "RPP Baseline Change Thresholds," replace with the attached Table F-2 Rev. 2, "RPP Baseline Change Thresholds."
- f. Under Section F, Table F-3 Rev. 1, "CHG Control Level by WBS," replace with the attached Table F-3 Rev. 2, "CHG Control Level by WBS."
- g. Under Section F, Table F-4 Rev. 1, "CHG Reporting Level by WBS," replace with the attached Table F-4 Rev. 2, "CHG Reporting Level by WBS."
- h. Under Section F, incorporate the attached Table F-5 Rev. 0, "RPP Technical Baseline Documents Requiring DOE Approval."
- i. Under Section H, SPECIAL CONTRACT REQUIREMENTS, Clause H.7, "Project Controls," revise by adding Clause H.7(d) as follows:

Add:

- d) The Contractor will primarily implement Section I Clause DEAR 970.5222-2, *Overtime Management*, through incorporation of its policies and inclusion of information relating to overtime usage in the current project management tools of project planning and project performance measurement. DOE reserves the right to require the submission of a separate plan for approval by DOE containing the data specified in DEAR 970.5222-2, should the Contracting Officer determine that action is necessary in accordance with requirements of that clause.
- j. Under Section H, Clause H.9, "Subcontracts," revise as follows:

Delete:

H.9 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with Section I Clause entitled, *Contractor Purchasing System*, the Contractor shall ensure that any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any Subcontractor privity of contract with the Government.
- (b) The Contractor commits to increase the amount of subcontracting so that it equates to at least 60 percent of the obligated funds available to the Contractor under this Contract less the total available fee pool.
- (c) The Contractor shall award subcontracts for conceptual and detailed design, and construction contemplated under the contract, unless prior Contracting Officer approval is obtained. The Contractor further agrees to identify its core competencies and consider these in all of its make or buy decisions. The identification of core competencies shall be submitted to the Contracting Officer within ninety (90) days of execution of this Contract.

Replace with:

H.9 SUBCONTRACTS & AFFILIATES

- (a) Prior to the placement of subcontracts and in accordance with Section I Clause entitled, *Contractor Purchasing System*, the Contractor shall ensure that any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any Subcontractor privity of contract with the Government.
- (b) Notwithstanding the requirements of DEAR 970.4402-3(a) and in accordance with DEAR 970.4402-3(b), *Purchasing from Contractor-Affiliated Sources*, the Contractor is authorized to obtain services to fulfill this contract from Contractor affiliated sources for performance of contract work itself (as distinguished from the purchase of supplies and services needed in connection with the performance of work) on an as needed basis. All requirements of DEAR 970.4402-3(b) shall be complied with.
- (c) The Contractor shall award subcontracts for conceptual and detailed design, and construction contemplated under the contract, unless prior Contracting Officer approval is obtained. If CHG self performs Construction, the Contracting Officer may require specific FAR Construction Clauses as previously identified in CHG Contract modification M030 to be implemented. The Contractor further agrees to identify its core competencies and consider these in all of its make or buy decisions. The identification of core competencies shall be submitted to the Contracting Officer within ninety (90) days of execution of this Contract.

k. Under Section H, Clause H.17, "Payment Bonds and Performance Bonds," revise as follows:

Add (in bold):

The Contractor will not be required to furnish payment bonds and performance bonds. However, all fixed-price **construction** subcontractors will be required to submit the necessary payment bonds and performance bonds as required by the *Miller Act*. Specific requirements and penal amounts can be found in Federal Acquisition Regulation (FAR) 28.102.

- I. Under Section H, Clause H.26, "Environmental Responsibility," replace with the attached.
- m. Under Section H, Clause H.27, "Contractor Deliverables for External Regulators or Agencies," revise as follows:

Delete:

Unless otherwise specified all Contractor deliverables for external regulators or agencies will be provided to the U.S. Department of Energy (DOE) at least one (1) month prior to the date it is due to the external regulator or agency. DOE will provide comments to the submittal within ten (10) days of delivery. The Contractor will resolve comments and resubmit the revised deliverable at least five (5) working days prior to the required delivery date. This provision does not modify the requirements provided in Section H Clause entitled, *Permit Applications*.

Replace with:

Unless otherwise specified and as agreed to by both DOE and the Contractor, all Contractor deliverables for external regulators or agencies will be provided to DOE at least one (1) month prior to the date it is due to the external regulator or agency. DOE will provide review, approval, and/or rejection of the submittal within fifteen (15) working days of delivery. This provision does not modify the requirements provided in Section H Clause entitled, *Permit Applications*.

- n. Under Section H, Clause H.35, "Service Contract Act (SCA) Wage Determination," revise as follows:

Delete:

H.35 SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION

For any subcontract subject wholly or in part to the provisions of the *McNamara-O'Hara Service Contract Act (SCA)*, the Contractor shall require the subcontractor to pay service employees employed thereunder no less than the minimum wage and fringe benefits set forth in the applicable currently effective wage determination(s). Prior to the beginning of each contract year/option period, the agency Contracting Officer shall file a request for a revised wage determination with the U.S. Department of Labor. Any revised wage determination received shall be incorporated into the affected subcontract by modification.

Replace with:

H.35 RESERVED

- o. Under Section H, Clause H.37, "Workers Compensation," revise as follows:

Delete:

The Section I Clause entitled, *Insurance-Litigation and Claims* is implemented as follows with respect to Workers Compensation:

Pursuant to State of Washington Revised Code (RCW) Title 51, Section 51.04.130 Industrial Insurance Coverage for Hanford Worker - Special Agreements, the U.S. Department of Energy (DOE) Office of River Protection (DOE-ORP) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) The Contractor shall be relieved of all obligations to pay premiums for such coverage, DOE having agreed, under the terms of a Contract with the U.S. Department of Labor and Industries of the State of Washington (L&I) to bear the actual cost of such coverage.
- (b) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to the L&I, such payroll records as are required by the said statutes by April 30 of each year of the Contract period.
- (c) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to DOE, the accident reports provided for by RCW Title 51, Section 51.28.010.
- (d) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (e) The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073 by April 30 of each Contract year.

Replace with:

Pursuant to State of Washington Revised Code (RCW) Title 51, the U.S. Department of Energy (DOE), Office of River Protection (DOE-ORP) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract, be subject to the following:

- (a) The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- (b) The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to L&I) such payroll records required by the workers' compensation laws of the State of Washington.
- (c) The Contractor shall submit to DOE (or other party as designated by the Contracting Officer) for transmittal to L&I, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or L&I pursuant to the workers' compensation laws of the State of Washington.
- (d) The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports,

including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

- (e) The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

- p. Under Section H, Clause H.43, "Sharing Earned Fees With Employees," revise as follows:

Delete:

H.43 SHARING EARNED FEES WITH EMPLOYEES

The Contractor will establish an employee fee-sharing program under this contract. The Contractor shall set aside at least five (5) percent of its earned fee to be shared with its employees consistent with the performance objectives set by its Board of Directors. The fee sharing process and percentage of earned fee to be shared will be described in its procedures.

Replace with:

H.43 RESERVED

- q. Under Section H, Clause H.44, "Purchase of American-Made Equipment and Products-Sense of Congress," revise as follows:

Delete:

H.44 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS-SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

Replace with:

H.44 RESERVED

- r. Under Section I, CONTRACT CLAUSES, replace with the attached, and revise the DEAR 970 Clauses as well as the Construction Clauses as follows:

Delete:

DEAR 952.204-2, DEAR 952.204-73,	Security (SEP 1997) Foreign Ownership, Control or Influence Over Contractor (Representation) (JUL 1997)
DEAR 952.204-74, DEAR 970.5227-4, DEAR 970.5227-5,	Foreign Ownership, Control or Influence Over Contractor (APR 1984) Authorization and Consent (DEC 2000) Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2000)
DEAR 970.5227-7, FAR 52.202-1,	Royalty Information (DEC 2000) Definitions (DEC 2001) – Alternate I (MAY 2001)

FAR 52.211-10,	Commencement, Prosecution and Completion of Work (APR 1984) – Alternate I (APR 1984)
FAR 52.211-12,	Liquidated Damages – Construction (SEP 2000)
FAR 52.216-9,	Fixed Fee – Construction (MAR 1997)
FAR 52.222-22,	Previous Contracts and Compliance Reports (FEB 1999)
FAR 52.222-23,	Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
FAR 52.227-4,	Patent Indemnity Construction Contracts (APR 1984)
FAR 52.229-4,	Federal, State, and Local Taxes (Noncompetitive Contracts) (JAN 1991)
FAR 52.232-5,	Payments Under Fixed Price Construction Contracts (MAY 1997)
FAR 52.236-1,	Performance of Work by the Contractor (APR 1984)
FAR 52.236-2,	Differing Site Conditions (APR 1984)
FAR 52.236-3,	Site Investigation and Conditions Affecting the Work (APR 1984)
FAR 52.236-4,	Physical Data (APR 1984)
FAR 52.236-6,	Superintendence by the Contractor (APR 1984)
FAR 52.236-8,	Other Contracts (APR 1984)
FAR 52.236-9,	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
FAR 52.236-10,	Operations and Storage Areas (APR 1984)
FAR 52.236-11,	Use and Possession Prior to Completion (APR 1984)
FAR 52.236-12,	Cleaning Up (APR 1984)
FAR 52.236-13,	Accident Prevention (NOV 1991)
FAR 52.236-14,	Availability and Use of Utility Services (APR 1984)
FAR 52.236-17,	Layout of Work (APR 1984)
FAR 52.236-21,	Specifications and Drawings for Construction (FEB 1997)
FAR 52.242-14,	Suspension of Work (FEB 1984)
FAR 52.243-2,	Changes – Cost Reimbursement (AUG 1987) – Alternate III (APR 1984)
FAR 52.243-4,	Changes (AUG 1987)
FAR 52.245-2,	Government Property (Fixed-Price Contracts) (DEC 1989)
FAR 52.245-3,	Identification of Government Furnished Property (APR 1984)
FAR 52.245-18,	Special Test Equipment (FEB 1993)
FAR 52.249-2,	Termination for Convenience of the Government (Fixed Price) (SEP 1996) – Alternate I (SEP 1996)
FAR 52.249-10,	Default (Fixed Price Construction) (APR 1984)

Replace with and add (in bold):

FAR 52.201	Definitions (DEC 2001) (As supplemented by DEAR 952.202-1)
DEAR 970.5227-4,	Authorization and Consent (AUG 2002)
DEAR 970.5227-5,	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)
DEAR 952.204-2	Security (MAY 2002)
DEAR 952.204-73	Facility Clearance (MAY 2002)

- s. Under Section J, LIST OF ATTACHMENTS, Appendix B, "Advance Understanding on Personnel Costs, Policies and Procedures," revise Clause JB.4(a)(5) as follows:

Delete:

- (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.

Replace with:

(5) RESERVED

- t. Under Section J, LIST OF ATTACHMENTS, Appendix C, "DOE Directives," revise the first sentence as follows:

Delete:

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following directives as revised are applicable to work and activities conducted/accomplished by contractors at the Hanford Site.

Replace with:

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following directives are applicable to work and activities conducted/accomplished by contractors at the Hanford Site.

- u. In accordance with I.107 revise Section J, Appendix C, "DOE Directives," to remove the following from the Contract, as it is currently included in the River Protection Project Standards/Requirements Identification Document:

Delete:

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following directives are applicable to work and activities conducted/accomplished by contractors at the Hanford Site.

- u. In accordance with I.107 revise Section J, Appendix C, "DOE Directives," to remove the following from the Contract, as it is currently included in the River Protection Project Standards/Requirements Identification Document:

Delete:

DOE O 440.1A, Worker Protection Management for DOE and Contractors

- v. Under Section J, Appendix O, "Interface Documents Specific to WTP Interfaces," revise the document number referenced in Clause J0.1 from 24590-WTP-PL-MG-01-001, Rev 0., to 24590-WTP-PL-MG-01-001, Rev. 1.
- x. Under Section J, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, delete Table D-2 and replace with the following Table D-2 (REV. 1) "Summary of FY2001 through FY2006 Performance Based Incentives."

Table D-2 (REV. 1)

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)	\$29,000,000
PBI-3	Single-Shell Tank (SST) Retrieval and Closure	\$30,000,000
PBI-4	Supplemental Waste Treatment and Disposal	\$10,000,000
	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

- y. Under Section J, Appendix P, "Provisional Payment of Fee Methodology/Criteria," replace with the attached Revision 1.
- z. All other terms and conditions of this contract remain unchanged.

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.

H.26 ENVIRONMENTAL RESPONSIBILITY

General. Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the *Hanford Federal Facility Agreement and Consent Order* [HFFACO, also known the Tri-Party Agreement or TPA], consent orders, consent decrees, administrative orders, compliance agreements or schedules, and settlement agreements between the DOE and Federal and State regulatory agencies. Changes to these requirements will be handled by baseline control. As stated in Section J, Appendix D, the Contractor shall generally plan and lead all required regulatory interactions, and drive agreements with the regulators. However, DOE may, in its discretion, choose to plan and lead negotiations with regulatory agencies.

- (a) **Environmental Permits.** The Contractor is responsible to DOE for operation of the treatment, storage and/or disposal (TSD) units known as the Single Shell Tank System (SST), Double Shell Tank System (DST), 204-AR Waste Unloading Station, 242-A Evaporator, and the Grout Treatment Facility (GTF) in compliance with the laws, regulations, etc., as stated in the paragraph above and in accordance with the terms of the environmental permits that have been certified in writing by the Contractor, and signed by DOE as "owner/operator" and by the Contractor as "co-operator."
- (b) **Contractor and DOE as Joint Permittees.** Where appropriate, required by law, or required by applicable regulatory agencies, DOE shall sign permits as owner or co-operator with Contractor as operator or co-operator. DOE will co-sign Hazardous Waste permit applications as owner/co-operator where required by applicable law. In this scenario, the Contractor must coordinate its actions with DOE. The Contractor shall accept assignment as "co-operator" of environmental permits, permit applications, or other related documentation associated with the TSDs described in the above paragraph (a). DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. The Contractor is responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact implementation of any permit requirement.
- (c) **Multiple Contractors as Permittees.** Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE shall sign such permits as owner or operator and affected contractors shall sign as operator or co-operators. In this scenario, the Contractor must coordinate as appropriate with DOE and other contractors affected by the permit.
- (d) **Permit Applications and Closure Plans.** The Contractor shall work cooperatively with DOE to jointly prepare any permit applications and Closure Plans that must be signed or co-signed by DOE. In the event the permit application or closure plan is required to be co-signed, submitted by DOE, or is related to a permit in which DOE is a permittee, the Contractor shall provide the application or closure plan for review and comment. Every effort will be made to prepare, review and submit permit applications and closure plans as defined on the Integrated Mission Execution Schedule (IMES) or current Tank Farm project schedule.

The Tank Farms are currently being operated under a *Resource Conservation and Recovery Act of 1976 (RCRA)*, Part A, Interim Status permit. Application for a Part B permit covering Tank Farm operations is being prepared for submission to the Washington State Department of Ecology (Ecology). Issuance of a Part B Permit during the remaining term of this Contract, may impact the Tank Farm Contractor project baseline cost and schedule for completion of the work set forth in Section C, *Statement of Work*, of this contract. In such event, the Contractor shall institute a change under the Section I Clause entitled, *Changes*.

- (e) Financial Responsibility. DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits or other regulatory approvals obtained by Contractor under this Contract, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.
- (f) Copies, Technical Information. The Contractor shall provide DOE copies of environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies within five (5) working days of receipt. DOE shall provide the Contractor copies of environmental permits, authorizations, and regulatory approvals issued by the regulatory agencies to DOE within five (5) working days of receipt.

The Contractor and DOE shall provide to the other copies of documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the Contract work within five (5) working days of transmittal or receipt.

The Contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Hanford site Contractor environmental permits when such applications or revisions are related to Contractor's operations. Upon request, Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. If certifications to regulatory agencies are required, the Contractor and DOE shall provide to each other a certification statement relating to such technical information in the form required by the following paragraph.

- (g) Certifications. When DOE is required to certify a document to an external agency or regulator, the Contractor shall provide a written certification statement as required by the applicable regulations of the agency or regulator to which the document shall be submitted. Should the applicable regulations not provide certification requirements, the Contractor shall include the following certification statement in the submittal of such materials to DOE:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The individual(s) authorized in writing by the Contractor to sign such certification statements submitted to Federal or State regulatory agencies under the applicable regulatory program shall sign the certification statement.

- (h) Fines, Penalties, Allowable Costs. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., NOC, NOP, NOF, PNOV, NOV, NOAV) and any similar type notices issued by Federal or State regulators to the Contractor resulting from or relating to Contractor's performance of work under this contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents as soon as possible thereafter. The allowability of the costs associated with fines and provisions of this contract and applicable law shall govern penalties.

Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party that caused, by its acts or failure to act, the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this Contract. This contractual allocation shall be based upon the degree to which a party's negligence or willful misconduct led or contributed to the imposition of the civil fine or penalty. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. Nothing in subsection (h) shall be interpreted to limit or otherwise alter the obligation of the DOE to reimburse the Contractor in accordance with the Section I Clause entitled, *Pre-existing Conditions*, of this Contract.

- (i) Discussions/Interactions. DOE may, in its discretion, choose to plan and lead negotiations with regulatory agencies. Upon receiving DOE concurrence, Contractor may plan and lead negotiations with regulatory agencies consistent with objectives in Section J, Appendix D. The Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written or verbal authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Contractor may make non-obligatory commitments with regulatory agencies such as agreeing to meet on a weekly basis. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments. In the event DOE chooses to allow the Contractor to conduct such negotiations without direct DOE participation, the Contractor shall keep DOE fully advised as to the progress of such negotiations. It is recognized that the challenges posed by this contract, require that the Contractor actively participate with DOE in setting the long-term strategy for the Tank Farm work activities and to plan and lead interactions with the regulators affecting the work scope of this contract. Contractor personnel will work closely with DOE staff to assure that the proper preparations are made for meetings with the regulators and that strategies are developed and implemented that allow the Hanford Waste Treatment Complex to succeed at meeting regulatory and programmatic obligations for the least cost. DOE specifically recognizes that generally it is preferable for the Contractor to take the lead in discussions and/or interactions with the regulators, in particular where it is necessary to obtain regulatory relief to insure that work scope and the Baseline are in compliance with Federal, State, and local regulatory requirements.
- (j) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this contract, DOE will require the Contractor on an allowable cost basis to take all necessary steps to transfer to DOE all environmental permits held by the Contractor. DOE and/or the successor Contractor will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs; claims, demands, fines and penalties, including reasonable legal costs arising prior to the date such permits are transferred to another party. Contractor shall not be liable for any such claims occurring after formal transfer of this contract unless said claims result from Contractor's action or inaction.
- (k) Miscellaneous. The Contractor shall accept as co-operator assignment or transfer of permits held by DOE associated with the Tank Farm mission as described in the Contract. In the case of permit applications that are co-signed by DOE with the Contractor, DOE may sign the application through the Manager of the Richland Operations Office, or the Manager of the Office of River Protection, or both (or the Managers' authorized designees), as determined by

DOE in its sole discretion.

PART II – CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (DEC 2001)	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)	None
I.9	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)	None
I.10	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)	None
I.11	FAR 52.211-5	Material Requirements (OCT 1997)	None
I.12	FAR 52.215-2	Audit and Records – Negotiation (JUN 1999)	None
I.13	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.14	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)	None
I.15	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 1997)	None
I.16	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)	None
I.17	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.18	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)	None
I.19	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.20	FAR 52.216-7	Allowable Cost and Payment (MAR 2000)	None
I.21	FAR 52.216-10	Incentive Fee (MAR 1997)	
I.22	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2000)	None
I.23	FAR 52.219-9	Small Business Subcontracting Plan (OCT 2000) – Alternate II (JAN 1999)	None
I.24	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.25	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.26	FAR 52.222-3	Convict Labor (AUG 1996)	None
I.27	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000)	None
I.28	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.29	FAR 52.222-26	Equal Opportunity (FEB 1999)	None
I.30	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)	None
I.31	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)	None
I.32	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)	None
I.33	FAR 52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)	None
I.34	FAR 52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.35	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)	(b) None
I.36	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (APR 1998)	None
I.37	FAR 52.223-6	Drug-Free Workplace (JAN 1997)	None
I.38	FAR 52.223-10	Waste Reduction Program (OCT 1997)	None
I.39	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	None
I.40	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 2000)	None
I.41	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.42	FAR 52.224-2	Privacy Act (APR 1984)	None
I.43	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)	None
I.44	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (FEB 2000)	None
I.45	FAR 52.227-1	Authorization and Consent (JUL 1995)	None
I.46	FAR 52.227-2	Notice and Assistance Concerning Patent and Copyright Infringement (AUG 1996)	None
I.47	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.48	FAR 52.230-2	Cost Accounting Standards (APR 1998)	None
I.49	FAR 52.230-6	Administration of Cost Accounting Standards (NOV 1999)	None
I.50	FAR 52.232-17	Interest (JUN 1996)	None
I.51	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.52	FAR 52.232-24	Prohibition of Assignment of Claims	None
I.53	FAR 52.232-25	Prompt Payment (JUN 1997)	None
I.54	FAR 52.233-1	Disputes (DEC 1998) – Alternate I (DEC 1991)	None
I.55	FAR 52.233-3	Protest After Award (AUG 1996) – Alternate I ((JUN 1985)	None
I.56	FAR 52.236-8	Other Contracts (APR 1984)	None
I.57	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.58	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.59	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.60	FAR 52.242-3	Penalties for Unallowable Costs (OCT 1995)	None
I.61	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.62	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.63	FAR 52.242-15	Stop-Work Order (AUG 1989) – Alternate I (APR 1984)	None
I.64	FAR 52.243-2	Changes-Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)	None
I.65	FAR 52.243-6	Change Order Accounting (APR 1984)	None
I.66	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 10 days. (d) 30 days.
I.67	FAR 52.244-2	Subcontracts (AUG 1998) – Alternate II (AUG 1998)	(e) None
I.68	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.69	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1998)	None
I.70	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.71	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)	(a) U.S. Department of Energy...(b) U.S. Department of Energy...Contract No. DE-AC27-99RL14047...U.S. Department of Energy, Office of River Protection, Office of Business Management and Administration, H6-60, P.O. Box 450, Richland, WA 99352
I.72	FAR 52.247-67	Submission of Commercial Transportation Bills to the	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
		General Services Administration for Audit (JUN 1997)	
1.73	FAR 52.249-6	Termination (Cost Reimbursement) (SEP 1996)	None
1.74	FAR 52.249-14	Excusable Delays (APR 1984)	None
1.75	FAR 52.251-1	Government Supply Sources (APR 1984)	None
1.76	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	None
1.77	FAR 52.252-2	Clauses Incorporated by Reference (FEB 1998)	http://www.arnet.gov/far ; http://www.pr.doe.gov/dear.html
1.78	FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)	(b) The use in this contract of any Department of Energy Acquisition Regulation (48 CFR Part 9) Clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation
1.79	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
		DEAR 952 CLAUSES	
1.80	DEAR 952.202-1	Definitions (JAN 1997)	None
1.81	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
1.82	DEAR 952.204-2	Security (MAY 2002)	
1.83	DEAR 952.204-70	Classification/Declassification (SEP 1997)	None
1.84	DEAR 952.204-71	Sensitive Foreign Nations Controls (APR 1994)	None
1.85	DEAR 952.204-72	Disclosure of Information (APR 1994)	None
1.86	DEAR 952.204-73	Facility Clearance (MAY 2002)	None
1.87		Reserved	
1.88	DEAR 952.204-75	Public Affairs (DEC 2000)	None
1.89	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
1.90	DEAR 952.208-70	Printing (APR 1984)	None
1.91	DEAR 952.209-72	Organizational Conflicts of Interest (JUN 1997) - Alternate I	None
1.92	DEAR 952.215-70	Key Personnel (DEC 2000)	Section J, Appendix A
1.93	DEAR 952.217-70	Acquisition of Real Property (APR 1984)	None
1.94	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records ((APR 1984)	None
1.95	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)	None
1.96	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
1.97	DEAR 952.227-9	Refund of Royalties (FEB 1995)	None
1.98	DEAR 952.227-13	Patent Rights-Acquisition by the Government (SEP 1997)	None
1.99	DEAR 952.242-70	Technical Direction (DEC 2000)	None
1.100	DEAR 952.247-70	Foreign Travel (DEC 2000)	None
1.101	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
1.102	DEAR 952.251-70	Contractor Employee Travel Discounts (DEC 2000)	None
		DEAR 970 CLAUSES	
1.103	DEAR 970.5203-1	Management Controls (DEC 2000)	None
1.104	DEAR 970.5203-2	Performance Improvement and Collaboration (DEC 2000)	None
1.105	DEAR 970.5203-3	Contractor's Organization (DEC 2000)	None
1.106	DEAR 970.5204-1	Counterintelligence (DEC 2000)	None
1.107	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None
1.108	DEAR 970.5204-3	Access to and Ownership of Records (DEC 2000)	None
1.109	DEAR 970.5215-1	Total Available Fee: Base Fee Amount and Performance Fee Amount (DEC 2000)	(a) (base fee is zero)

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.111	DEAR 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (DEC 2000) – Alternate I (DEC 2000)	None
I.112	DEAR 970.5215.4	Cost Reduction (DEC 2000)	None
I.113	DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)	None
I.114	DEAR 970.5222-2	Overtime Management (DEC 2000)	None
I.115	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)	None
I.116	DEAR 970.5223-2	Affirmative Procurement Program (MAR 2003)	None
I.117	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	None
I.118	DEAR 970.5226-1	Diversity Plan (DEC 2000)	None
I.119	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)	None
I.120	DEAR 970.5226-3	Community Commitment (DEC 2000)	None
I.121	DEAR 970.5227-1	Rights in Data – Facilities (DEC 2000)	None
I.122	DEAR 970.5227-4	Authorization and Consent (AUG 2002)	None
I.123	DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)	None
I.124	DEAR 970.5227-6	Patent Indemnity – Subcontracts (DEC 2000)	None
I.125		RESERVED	
I.126	DEAR 970.5227-8	Refund of Royalties (DEC 2000)	None
I.127	DEAR 970.5228-1	Insurance – Litigation and Claims (DEC 2000)	None
I.128	DEAR 970.5229-1	State and Local Taxes (DEC 2000)	None
I.129	DEAR 970.5231-4	Preexisting Conditions (DEC 2000)	(a) September 30, 1999
I.130	DEAR 970.5232-1	Reduction or Suspension of Advance, Partial, or Progress Payments (DEC 2000)	None
I.131	DEAR 970.5232-2	Payments and Advances (DEC 2000) – Alternate II (DEC 2000) and Alternate IV (DEC 2000)	(c) "Appendix K"
I.132	DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2000)	None
I.133	DEAR 970.5232-4	Obligation of Funds (DEC 2000)	(a) See Section B, Clause B.2 for amount (c) 60,60 see letter 02-BMA-084 for further clarification
I.134	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (DEC 2000)	None
I.135	DEAR 970.5232-6	Work for Others Funding Authorization (DEC 2000)	None
I.136	DEAR 970.5232-7	Financial Management System (DEC 2000)	None
I.137	DEAR 970.5236-1	Government Facility Subcontract Approval (DEC 2000)	None
I.138	DEAR 970.5237-2	Facilities Management (DEC 2000)	None
I.139	DEAR 970.5244-1	Contractor Purchasing System (DEC 2000)	None
I.140		RESERVED	
CONSTRUCTION CLAUSES			
I.141	FAR 52.201	Definitions (DEC 2001) (As supplemented by DEAR 952.202-1)	See Note
I.142	FAR 52.222-6	Davis-Bacon Act (FEB 1995)	See Note
I.143	FAR 52.222-7	Withholding of Funds (FEB 1988)	See Note
I.144	FAR 52.222-8	Payrolls and Basic Records (FEB 1988)	See Note
I.145	FAR 52.222-9	Apprentices and Trainees (FEB 1988)	See Note
I.146	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	See Note
I.147	FAR 52.222-11	Subcontracts (Labor Standards) (FEB 1988)	See Note
I.148	FAR 52.222-12	Contract Termination – Debarment (FEB 1988)	See Note
I.149	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	See Note

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.150	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	See Note
I.151	FAR 52.222-15	Certification of Eligibility (FEB 1988)	See Note
I.152	FAR 52.222-20	Walsh-Healey Public Contracts Act (DEC 1996)	See Note
I.153	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)	See Note
I.154	FAR 52.225-11	Buy American Act – Balance of Payments Program – Construction Materials under Trade Agreements (FEB 2000)	See Note
I.155	FAR 52.225-12	Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials Under Trade Agreements (FEB 2000)	See Note
I.156	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)	See Note
I.157	FAR 52.232-27	Prompt Payment for Construction Contracts (JUN 1997)	See Note
I.158	FAR 52.236-5	Material and Workmanship (APR 1984)	See Note
I.159	FAR 52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (APR 1984)	See Note
I.160	FAR 52.236-19	Organization and Direction of the Work (APR 1984)	See Note

Note: The Construction Clauses shall apply WHEN APPLICABLE to construction work performed under this Contract whether performed by the Contractor or a subcontractor.

Table F-2 Rev. 2
 RPP Baseline Change Thresholds

Threshold	Approval Authority	Technical Baseline	Scope Baseline	Cost Baselines	Milestones/Schedule Baseline	Interfaces
DOE-HQ Authority Level						
Level 0 Change	DOE-HQ: EM-1	Impacts to Tier 0 Technical Baseline documents per the RPP Technical Baseline Document List, Table F-5, as applicable if they impact scope, cost or schedule baselines, as determined by the DAS to require EM-1 approval.	<p>PBS Baseline Section- End state narratives:</p> <ul style="list-style-type: none"> - Changes to scope that affect mission requirements (for example, facility capacity/throughput, release limits, ES&H/QA requirements, area or volume to be built, restored, remediated, or deactivated, major utilities, end state constraints, operating resources, location, and/or technical process) as determined by DOE-HQ site lead. <p>Changes to PBS Structure: Any additions or deletions of PBS's as determined by the DAS to require EM-1 approval.</p>	<p>Cost increase to the current PBS Lifecycle Baseline $\geq 20\%$, and $\geq \\$10$ M. Thresholds are for individual or cumulative changes since the most recent Level 1 or higher approval.</p>	<p>For Major Milestones (i.e., HQ milestones) and PBS end dates, as agreed to between HQ and ORP Manager:</p> <ul style="list-style-type: none"> - Milestone date extension > 12 months and 10% of the remaining duration to achieve the milestone. 	<p>Impacts on other sites (end state, end date, major milestones and cost):</p> <ul style="list-style-type: none"> - Any mutually agreed to changes that would cause activities at other site(s) to exceed EM-1 thresholds or changes specifically based on DAS and Field Manager recommendation.
Level 1 Change	DOE-HQ: Deputy Assistant Secretary (DAS) - Program Secretarial Officer	Impacts to Tier 0 Technical Baseline documents per the RPP Technical Baseline Document List, Table F-5, as applicable if they impact scope, cost or schedule baselines.	<p>PBS Baseline Section- End state narratives:</p> <ul style="list-style-type: none"> - Changes to scope that affect mission requirements (for example, facility capacity/throughput, release limits, ES&H/QA requirements, area or volume to be built, restored, remediated, or deactivated, major utilities, end state constraints, operating resources, location, and/or technical process). <p>Changes to PBS Structure: Any additions or deletions of PBS's.</p>	<p>Cost increase to the current PBS Lifecycle Baseline $> 15\%$ and $\geq \\$5$ M and $< 20\%$ or $< \\$10$ M. Thresholds are for individual or cumulative changes from the most recent Level 1 or higher approval.</p>	<p>For Major Milestones (i.e., HQ Milestones) and PBS end dates, as agreed to between HQ and ORP Manager:</p> <ul style="list-style-type: none"> - Milestone date extension > 6 months and 10% of the remaining duration to achieve the milestone. 	<p>Impacts on other sites (end state, end date, major milestones and cost):</p> <ul style="list-style-type: none"> - Any mutually agreed to changes that would cause activities at other site(s) to exceed DAS thresholds or changes not agreed to by affected sites.
DOE-ORP Authority Level						
Level 2 Change	DOE-ORP	Impacts to Tier 1 Technical Baseline documents per the RPP Technical Baseline Document List, Table F-5, as applicable if they impact scope, cost or schedule baselines.	<p>Any transfer of scope between PBS's.</p> <p>Any change to scope of work as documented in Work Breakdown Structure (WBS) Dictionaries maintained at or above the designated ORP control level of the WBS per Table F.3.</p>	<p>Current FY cost baseline change of $\geq 15\%$ or $\geq \\$2.5$ M OR Net increase to the lifecycle PBS cost baseline of $\geq 1\%$ or $\geq \\$25$ M.</p>	<p>For ORP and above Milestones and PBS end dates, as agreed to between HQ and ORP Manager:</p> <p>Any substantial (other than administrative) change to agreed to milestones.</p>	<p>Changes to WTP Interface Control Documents will follow the process described in the jointly developed Interface Management Plan (24590-WTP-PL-MG-01-001) and changes to other prime contractor agreements [excluding TFC-WTP agreements] will follow the process described in the CHG Interface Management Plan (RPP-MP-613). In either case, where interface change level is unclear, the scope, cost, and milestone thresholds described in this table will be used for change level determination.</p>

Table F-2 Rev. 2
 RPP Baseline Change Thresholds

Threshold	Approval Authority	Technical Baseline	Scope Baseline	Cost Baselines	Milestones/Schedule Baseline	Interfaces
Level 3 Change	CHG		Any change to scope of work statements in Work Breakdown Structure (WBS) Dictionaries maintained below the designated ORP control level of the WBS, per Table F-3.	Current FY cost baseline change of < 15% and <\$2.5 M OR Net increase to the lifecycle PBS cost baseline of < 1% and < \$25 M.	Contractor Milestone or schedule baseline changes that do not affect ORP controlled or higher level milestones.	Changes to WTP Interface Control Documents will follow the process described in the jointly developed Interface Management Plan (24590-WTP-PL-MG-01-001) and changes to other prime contractor agreements [excluding TFC-WTP agreements] will follow the process described in the CHG Interface Management Plan (RPP-MP-613). In either case, where interface change level is unclear, the scope, cost, and milestone thresholds described in this table will be used for change level determination.

Table F-3 Rev. 2
 CHG Control Level by WBS

WBS	WBS Title	LI or Exp. Proj.	ORP Control Level	PBS
5.07	Readiness for Mission Execution		2	TW03
5.08	Retrieve and Close		2	TW04
5.08.03.02	10 DST Retrieval Systems (W-211)	LI	4	TW04
5.08.04.01	Project W-314	LI	4	TW04
5.08.04.02	Project E-525	Exp.	4	TW04
5.03/5.09	Treat & Immobilize Waste		3	TW06
5.03/5.09	Balance of Mission		3	TW07
5.09	Treat and Dispose Waste		2	TW09
5.09.03.04	Initial IHLW Storage Facility (W-464) (PED)*	LI	4	TW09
5.09.04.01	Integrated Disposal Facility	Exp.	4	TW09
5.08	Retrieve and Close		2	TW11
5.08.06/7	SST Retrieval/Closure East/West Area	Exp.	3	TW11
5.07	Readiness for Mission Execution		2	TW10

Note: Expense Projects associated with the Balance of Mission (BOM) and Close Facilities WBS elements will be identified upon definition of the scope.

** PED funds are a separate control point within these Line Item Projects.

Table F-4 Rev. 2
 CHG Reporting Level by WBS

WBS	WBS Title	LI or Exp. Proj.	CHG Reporting Level	PBS
5.07	Readiness for Mission Execution		2	TW03
5.08	Retrieve and Close		2	TW04
5.08.03.02	10 DST Retrieval Systems (W-211)	LI	4	TW04
5.08.04.01	Project W-314 (DST Infrastructure Upgrades)	LI	4	TW04
5.08.04.02	Project E-525 (Upgrade Transfer Systems)	Exp.	4	TW04
5.03/5.09	Treat & Immobilize Waste		3	TW06
5.03/5.09	Balance of Mission		3	TW07
5.09	Treat and Dispose Waste		2	TW09
5.09.03.04	Initial IHLW Storage Facility (W-464) (PED) ¹	LI	4	TW09
5.09.04.01	Integrated Disposal Facility	Exp.	4	TW09
5.08	Retrieve and Close		2	TW11
5.08.06/7	SST Retrieval/Closure East/West Area ²	Exp.	3	TW11
5.07	Readiness for Mission Execution		2	TW10

Note: Expense Projects associated with the Balance of Mission (BOM) and Close Facilities WBS elements will be identified upon definition of the scope.

¹ PED funds are a separate control point within these Line Item Projects.

² Active Tanks will be statused in the monthly project review report

Table F-5 Rev. 0
 RPP Technical Baseline Documents Requiring DOE Approval

Title of Document	Number	Prepared By:	Approved/Concurred by
Tier 0: HQ Approval Authority – Functions and Requirements (Strategic Management)			
Final Hanford Comprehensive Land Use Plan Environmental Impact Statement	DOE/EIS-0222-F	DOE-RL	DOE-HQ
Record of Decision: Hanford Comprehensive Land-Use Plan EIS		DOE-RL	DOE-HQ
Final Environment Impact Statement for TWRS (1996)	DOE/EIS-0189	RL/WDOE	DOE-HQ
Record of Decision for the TWRS (1997)	62 FR 8693	DOE-RL	DOE-HQ
Safe Interim Storage of Hanford Tank Waste, Final EIS (1995)	DOE/EIS-0212	DOE-RL	DOE-HQ
Record of Decision for Safe Interim Storage (1995)	60 FR 61687	DOE	DOE-HQ
Memorandum of Agreement for Acceptance of Department of Energy Spent Nuclear Fuel and High-Level Radioactive Waste (1999)	None	DOE	DOE-HQ
Hanford Immobilized Low-Activity Waste Performance Assessment	DOE/ORP-2000-24	Contractor	DOE-HQ
Disposal Authorization for Immobilized Low-Activity Waste Disposal Facility	Memorandum (11/1/01)	DOE-HQ	DOE-HQ
Hanford Performance Management Plan (HPMP)		Contractor/ORP/RL	DOE-HQ
Tier 1: ORP Manager Approval Authority – Functions and Requirements (Baseline Management)			
NEPA Supplemental Analysis for RPP	As Required to Support NEPA	Contractor	ORP
Hanford Federal Facility Agreement and Consent Order (including Consent Decrees) Legal and Class I Changes	None	DOE/EPANWDOE	DOE/EPA/Ecology
Limited Construction Authorization Agreement	None	ORP	Contractor/ORP
Tank Waste Remediation System Standards/Requirements Identification Document (S/RIDS)	HNF-SD-MP-SRID-001	Contractor	Contractor/ORP
Integrated Safety Management System Description (Tank Farms)	RPP-MP-003	Contractor	Contractor/ORP
Radiation Protection Program (Tank Farms)	HNF-IP-5184	Contractor	Contractor/ORP
Quality Assurance Program Description (Tank Farms)	RPP-MP-600	Contractor	Contractor/ORP
Waste Acceptance Criteria for the Immobilized Low-Activity Disposal Facility	RPP-8402	Contractor	Contractor/ORP
Integrated Mission Acceleration Plan	RPP-13678	Contractor/ORP	ORP

Table F-5 Rev. 0
 RPP Technical Baseline Documents Requiring DOE Approval

Tier 2: ORP Assistant Manager Approval Authority – Design & Construction Requirements (Baseline Management)		ORP-11242	Contractor/ ORP	Contractor/ ORP
River Protection Systems Plan				
HTWOS Model Scenario and Software Change Summary				
ICD 01 – Interface Control Document for Raw Water		HNF-SD-WM-SP-012, Rev. 4B	Contractor	Contractor/ ORP
ICD 02 – Interface Control Document for Potable Water		24590-WTP-ICD-MG-01-001	Contractor	Contractor/ ORP
ICD 03 – Interface Control Document for Radioactive Solid Waste		24590-WTP-ICD-MG-01-002	Contractor	Contractor/ ORP
ICD 05 – Interface Control Document for Nonradioactive, Nondangerous Liquid Effluents		24590-WTP-ICD-MG-01-003	Contractor	Contractor/ ORP
ICD 06 – Interface Control Document for Radioactive Dangerous Liquid Effluents		24590-WTP-ICD-MG-01-005	Contractor	Contractor/ ORP
ICD 09 – Interface Control Document for Land for Siting		24590-WTP-ICD-MG-01-006	Contractor	Contractor/ ORP
ICD 11 – Interface Control Document for Electricity		24590-WTP-ICD-MG-01-009	Contractor	Contractor/ ORP
ICD 12 – Interface Control Document for Roads		24590-WTP-ICD-MG-01-011	Contractor	Contractor/ ORP
ICD 14 – Interface Control Document for Immobilized High-Level Waste		24590-WTP-ICD-MG-01-012	Contractor	Contractor/ ORP
ICD 15 – Interface Control Document for Immobilized Low-Activity Waste		24590-WTP-ICD-MG-01-014	Contractor	Contractor/ ORP
ICD 19 – Interface Control Document for Low-Activity Waste Feed		24590-WTP-ICD-MG-01-015	Contractor	Contractor/ ORP
ICD 20 – Interface Control Document for High-Level Waste Feed		24590-WTP-ICD-MG-01-019	Contractor	Contractor/ ORP
ICD 23 – Interface Control Document for Waste Treatability Samples		24590-WTP-ICD-MG-01-020	Contractor	Contractor/ ORP
ICD 26 – Interface Control Document for Pit 30 Aggregate Supply for Construction		24590-WTP-ICD-MG-01-023	Contractor	Contractor/ ORP
Functional Design Criteria for the Initial Tank Retrieval System (Project W-211)		24590-WTP-ICD-MG-01-028	Contractor	Contractor/ ORP
Design Requirements Document, Project W-314		HNF-SD-W211-FDC-001	Contractor	Contractor/ ORP
System Specification for Immobilized High-Level Waste Interim Storage		HNF-SD-W314-DRD-001	Contractor	Contractor/ ORP
Upper Tier Functions and Requirements (F&R) Documents or Level 1 Specifications as required for new projects		RPP-6222	Contractor	Contractor/ ORP
		When Issued	Contractor	Contractor/ ORP

Appendix P, Provisional Payment of Fee
 Methodology/Criteria, Revision 2

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Incremental Value	Provisional Milestone	Provisional Value
1	1.1.a.01	Complete Interim Stabilization of SSTs	\$75,000	AX-101	\$75,000		\$0
	1.1.a.02	Complete Interim Stabilization of SSTs	\$75,000	U-111	\$75,000		\$0
	1.1.b.01	Complete Interim Stabilization of SSTs	\$237,500	S-102	\$237,500		\$0
	1.1.b.02	Complete Interim Stabilization of SSTs	\$237,500	U-107	\$237,500		\$0
	1.1.b.03	Complete Interim Stabilization of SSTs	\$237,500	S-111	\$237,500		\$0
	1.1.b.04	Complete Interim Stabilization of SSTs	\$237,500	SX-102	\$237,500		\$0
	1.1.b.05	Complete Interim Stabilization of SSTs	\$237,500	BY-106	\$237,500		\$0
	1.1.b.06	Complete Interim Stabilization of SSTs	\$237,500	U-108	\$237,500		\$0
	1.1.b.07	Complete Interim Stabilization of SSTs	\$237,500	C-103	\$237,500		\$0
	1.1.b.08	Complete Interim Stabilization of SSTs	\$237,500	S-107	\$237,500		\$0
	1.1.b.09	Complete Interim Stabilization of SSTs	\$237,500	S-112	\$237,500		\$0
	1.1.b.10	Complete Interim Stabilization of SSTs	\$237,500	S-101	\$237,500		\$0
	1.1.b.11	Complete Interim Stabilization of SSTs	\$237,500	SX-101	\$237,500		\$0
1.1.b.12	Complete Interim Stabilization of SSTs	\$237,500	A-101	\$237,500		\$0	
2	2.1.a	Waste Feed Delivery		Complete RPP System Plan	\$0		\$0
	2.1.b.01	Complete AY/AZ/AW Ph. 1 & AN Upgrades	\$3,431,274	1. Complete AN Phase 2 Tank Farm Upgrades	\$857,819		\$0
	2.1.b.02			2. Comp. AY/AZ/AW Phase 1 Construction	\$857,818		\$0
	2.1.b.03			3. Complete AN Phase 1 Construction	\$857,819		\$0
	2.1.b.04			4. Receive HVAC Skids	\$857,818		\$857,818
	2.1.c.01	Complete Phase 2 Upgrades in AW Tank Farm	\$2,700,000	1. Complete Phase 2 Upgrades in AW Tank Farm	\$910,000		\$0
	2.1.c.02			2. Receive HVAC Skids	\$600,000		\$600,000
	2.1.c.03			3. Upgrade AW Pits & turnover to Operations (Earn \$100K per Pit)	\$800,000		\$0
	2.1.c.04			4. Turnover to Operations	\$390,000		\$0
	2.1.d.01	Complete Phase 2 Upgrades in SY Tank Farm	\$1,500,000	1. Complete Phase 2 Upgrades in SY Tank Farm	\$700,000		\$0
	2.1.d.02			2. Upgrade SY Pits & turnover to Operations (Earn \$100K per Pit)	\$500,000		\$0
	2.1.d.03			3. Turnover to Operations	\$300,000		\$0
	2.1.e.01	Complete Phase 2 Upgrades in AY/AZ Tank Farms	\$800,000	1. Complete construction/WTP	\$600,000		\$0
	2.1.e.02			2. Turnover to Operations	\$200,000		\$0
	2.1.f.01	Complete Phase 2 Upgrades in AP Tank Farm	\$1,900,000	1. Complete Phase 2 Upgrades in AP Tank Farm	\$700,000		\$0
	2.1.f.02			2. Upgrade AP Pits & turnover to Operations (Earn \$100K per Pit)	\$900,000		\$0
	2.1.f.03			3. Turnover to Operations	\$300,000		\$0
	2.1.g.01	Complete 244-S DCRT Bypass	\$1,300,000	1. Complete 244-S DCRT Bypass	\$350,000		\$0
	2.1.g.02			2. Complete installation of 50 percent of piping	\$800,000		\$800,000
	2.1.g.03			3. Turnover to Operations	\$150,000		\$0
	2.1.h.01	W-211 modification of AZ-156 building, fabrication of piping to the WTP, and installation of 3,500 feet of waste transfer piping between the Tank Farms and the WTP interface point	\$1,620,000	1. Fabricate Transfer Pipe	\$540,000		\$0
	2.1.h.02			2. Install 3,500 linear feet of piping	\$540,000		\$0
	2.1.h.03			3. Complete AZ-156 building modifications & turnover to Operations	\$540,000		\$0
	2.1.i	Complete Project W-211 AZ-101 retrieval system construction, except transfer pump installation	\$1,850,000	Complete AZ-101 RS construction, except installation of transfer pump	\$1,850,000		\$0
	2.1.j	Complete construction of waste transfer piping from the Tank Farms to the WTP interface point, except final installation of three pipe jumpers and related valve actuators	\$1,500,000	Complete construction of waste transfer piping from the Tank Farms to the WTP interface point, except final installation of three pipe jumpers and related valve actuators	\$1,500,000		\$0
	2.1.k	Complete Project W-211 AN infrastructure and AN-101 retrieval system construction, except mixer pump installation	\$1,900,000	Complete AN infrastructure and AN-101 RS construction, except mixer pump installation	\$1,900,000		\$0
	2.1.l	Complete Project W-211 AZ-102 retrieval system construction, except mixer pumps installation	\$2,000,000	Complete AZ-102 RS construction, except mixer pump installation	\$2,000,000		\$0
2.1.m	Complete Project W-211 higher risk construction tasks for the AY-102 Retrieval System	\$1,750,000	Complete Project W-211 higher risk construction tasks for the AY-102 Retrieval System	\$1,750,000		\$0	
2.1.n	Complete replacement of AP-101 transfer pump	\$1,000,000	Complete replacement of AP-101 transfer pump	\$1,000,000		\$0	
2.1.o	Complete AN tank farm clean out box modifications	\$265,000	Complete AN tank farm clean out box modifications	\$265,000		\$0	
2.1.p	Complete SY tank farm pipeline upgrades	\$900,000	Complete SY tank farm pipeline upgrades	\$900,000		\$0	
2.1.q	Complete AZ-151 reroute	\$450,000	Complete AZ-151 reroute	\$450,000		\$0	

Appendix P, Provisional Payment of Fee
Methodology/Criteria, Revision 2

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Incremental Value	Provisional Milestone	Provisional Value
2	2.1.f	Complete AW tank farm clean out box modifications	\$1,100,000	Complete AW tank farm clean out box modifications	\$1,100,000		\$0
	2.1.s	Complete 204-AR upgrades	\$33,726	Complete 204-AR upgrades	\$33,726		\$0
	2.2	Deleted					
	2.3.a.01.a	ILAW Disposal Capacity (IDF)	\$1,000,000	1.a. Site preparation, road construction, utility relocation	\$540,000		\$0
	2.3.a.01.b			1.b. Trench excavation	\$460,000		\$0
	2.3.a.02		\$2,000,000	2. Completion of construction	\$2,000,000		\$0
3	3.1.aS112	Retrieve & Close M-45 High Risk SSTs	\$1,000,000	Retrieve S-112	\$1,000,000	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
	3.1.bS112		\$1,000,000	Interim Close S-112	\$1,000,000		
	3.1.cS102		\$1,000,000	Retrieve S-102	\$1,000,000	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
	3.1.dS102		\$1,000,000	Interim Close S-102	\$1,000,000		
	3.1.eC104		\$500,000	Retrieve C-104	\$500,000	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
	3.2.aC106	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	\$1,000,000	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
	3.2.bC106		\$1,000,000	Interim Closure C-106	\$1,000,000		
	3.2.cC201		\$1,000,000	Interim Closure C-201	\$1,000,000	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
	3.2.cC202		\$1,000,000	Interim Closure C-202	\$1,000,000	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
	3.2.cC203		\$1,000,000	Interim Closure C-203	\$1,000,000	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
	3.2.cC204		\$1,000,000	Interim Closure C-204	\$1,000,000	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
	3.3.a	Interim Close Additional Single-Shell Waste Tanks		Interim Close Tanks Below			
	3.3.U107		\$1,000,000	Interim Close Tank 1	\$1,000,000	PROVISIONAL FEE: FOR TANKS WITH > 30,000 GALLONS: 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. FOR TANKS WITH ≤ 30,000 GALLONS: 25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	<= \$800,000
	3.3.B201		\$1,000,000	Interim Close Tank 2	\$1,000,000		<= \$800,000
	3.3.B202		\$1,000,000	Interim Close Tank 3	\$1,000,000		<= \$800,000
	3.3.T201		\$1,000,000	Interim Close Tank 4	\$1,000,000		<= \$800,000
	3.3.B203		\$1,000,000	Interim Close Tank 5	\$1,000,000		<= \$800,000
	3.3.S105		\$1,000,000	Interim Close Tank 6	\$1,000,000		<= \$800,000
	3.3.T202		\$1,000,000	Interim Close Tank 7	\$1,000,000		<= \$800,000
	3.3.B204		\$1,000,000	Interim Close Tank 8	\$1,000,000		<= \$800,000
	3.3.T203		\$1,000,000	Interim Close Tank 9	\$1,000,000		<= \$800,000
	3.3.T204		\$1,000,000	Interim Close Tank 10	\$1,000,000		<= \$800,000
	3.3.S106		\$1,000,000	Interim Close Tank 11	\$1,000,000		<= \$800,000
	3.3.S103		\$1,000,000	Interim Close Tank 12	\$1,000,000		<= \$800,000
	3.3.T111		\$1,000,000	Interim Close Tank 13	\$1,000,000		<= \$800,000
	3.3.U201		\$1,000,000	Interim Close Tank 14	\$1,000,000		<= \$800,000
	3.3.C104		\$1,000,000	Interim Close Tank 15	\$1,000,000		<= \$800,000
	3.3.U202		\$1,000,000	Interim Close Tank 16	\$1,000,000		<= \$800,000
	3.3.T110		\$1,000,000	Interim Close Tank 17	\$1,000,000		<= \$800,000
	3.3.U203		\$1,000,000	Interim Close Tank 18	\$1,000,000		<= \$800,000
	3.3.U204		\$1,000,000	Interim Close Tank 19	\$1,000,000		<= \$800,000
	3.3.b			Acceleration fee for Interim close over and above 19			
	3.4.a	Deleted					
3.5.a	Complete Interim Stabilization 244-AR Vault	\$500,000	Complete Interim Stabilization 244-AR Vault	\$500,000			

Appendix P, Provisional Payment of Fee
 Methodology/Criteria, Revision 2

PBI	Mis #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Incremental Value	Provisional Milestone	Provisional Value
4	4.1	Treat and Disposition TRU and LAW	\$5,000,000				
	4.1.a	Treat and Disposition 1,000,000 gallons (in tank volume) of TRU and LAW		Treat and Disposition 1,000,000 gallons (in tank volume) of TRU/LAW	\$5,000,000		
	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
	4.1.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
	4.1.b			Acceleration fee for ea 100,000 gallons of add waste that is retrieved and treated			
	4.2	Demonstration of Tank Waste Immobilization Technology	\$5,000,000				
	4.2.a			Testing for the selected technology using tank waste at a scale deemed appropriate to demonstrate performance	\$1,250,000		
	4.2.b			First full-scale unit of immobilized tank waste	\$1,250,000		
	4.2.c			Startup of an immobilized tank waste production test system and generate one unit of immobilized tank waste	\$2,500,000		
	4.2.d			Acceleration fee for removal and immobilization for each 10,000 gallons (in tank volume) of immobilized tank waste for the first 50,000 gallons. Acceleration fee for removal and immobilization for each 10,000 gallons (in tank volume) of immobilized tank waste for the next 150,000 gallons. Acceleration fee for removal and immobilization for each gallon (in tank volume) of immobilized tank waste thereafter.			
TOTALS			\$72,000,000				