



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

99-PRO-130

DEC 22 1998

Mr. R. D. Hanson, President
Fluor Daniel Hanford, Inc.
Richland, Washington 99352

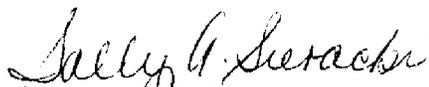
Dear Mr. Hanson:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M059,
TRANSITION OF MATERIAL SAFETY DATA SHEET (MSDS) SYSTEM FROM HEHF TO
FDH

Enclosed for your files are a fully executed Modification M059 and the related Transfer
Agreement regarding transition of Material Safety Data Sheet (MSDS) from HEHF to FDH.

Should you have any questions, please contact me on (509) 376-8948.

Sincerely,


Sally A. Sieracki
Contracting Officer

PRO:AEH

Enclosures:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M059	3. EFF. DATE 10/01/98	4. REQUISITION/PURCHASE REQ. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue MSIN A7-80 Richland WA 99352		7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy Richland Operations Office P.O. Box 550 MSIN A7-80 Richland WA 99352		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP) C Fluor Daniel Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland WA 99352			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X DE-AC06-RL13200	
CODE			10B. DATED (SEE ITEM 13) 08/06/96	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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.

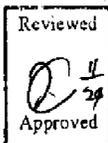
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A \$0.00

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
X D. OTHER (Specify type of modification and authority)	Supplemental Agreement IAW FAR 52.243-2 Changes--Cost Reimbursement (AUG 87) Alt II (APR 84) and Mutual Agreement
E. IMPORTANT:	Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 2 copies to 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 the contract due to the transfer of responsibility for the Material Safety Data Sheet (MSDS) system from HEHF to FDH.



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) Ron D. Hanson President and Chief Executive Officer	15B. CONTRACTOR/OFFEROR for [Signature]	15C. DATE SIGNED 12/11/98	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally A. Sieracki, Contracting Officer	16B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	16C. DATE SIGNED 29 Dec 98
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A. In Contract Section C, Statement of Work, Paragraph C.2, Management and Integration Workslope, subparagraph D, Environment, Safety & Health (ES&H), the words "MSDS services" are deleted from item (10), Occupational Health Services. At the end of this item (10) the following statement is added as item (11):

"Provide Material Safety Data Sheet management services for the PHMC, RL and HEHF."

B. Contract Clause I.43, FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991) MODIFIED is deleted and replaced with Clause I.43, FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995).

C. In the Index for Contract Section I, delete clause I-43, FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991) MODIFIED and add clause I-43, FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995).

D. The full text of FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995) is as follows:

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is entered into effective as of 12:01 a.m. on October 1, 1998, (the "Transfer Date"), by and among the HANFORD ENVIRONMENTAL HEALTH FOUNDATION ("HEHF"), the U.S. DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE ("RL"), and FLUOR DANIEL HANFORD, INC. ("FDH"). HEHF, RL, and FDH are referred to in this Agreement collectively as the "Parties" and singularly as a "Party".

WITNESSETH THAT:

WHEREAS, RL and HEHF are parties to Contract No. DE-AC06-90RL1171 (the "HEHF Contract"), pursuant to which HEHF has management and support responsibilities for portions of work at the Hanford Nuclear Reservation ("Hanford Site") owned and operated by RL; and

WHEREAS, RL and FDH are parties to Contract No. DE-AC06-96RL13200 (the "PHMC"), pursuant to which FDH has management and support responsibilities for portions of work distinct from work performed by HEHF at the Hanford Site, and FDH has selected: (1) B&W Hanford Company, (2) DE&S Hanford, Inc., (3) Lockheed Martin Hanford Corporation, (4) Numatec Hanford, Inc., and (5) Waste Management Federal Services of Hanford, Inc. (the "Major Subcontractors") as its subcontractors to perform major portions of the work under the PHMC; and (6) Fluor Daniel Northwest, Inc., (7) Fluor Daniel Northwest Services, Inc., (8) DE&S Northwest, Inc., (9) Lockheed Martin Services, Inc., (10) COGEMA Engineering Corporation, and (11) B&W Protec, Inc. (the "Enterprise Subcontractors") as its subcontractors to perform certain other portions of the work under the PHMC; and (12) DynCorp Tri-Cities Services, Inc. ("DynCorp") as its subcontractor to manage infrastructure and perform other unique portions of the work under the PHMC; and all of said FDH subcontractors are referred to, where appropriate, in this Agreement collectively as "Subcontractors"; and

WHEREAS, HEHF is responsible for Material Safety Data Sheet ("MSDS") management for the Hanford Site; and

WHEREAS, RL has directed FDH to assume responsibility for MSDS management from HEHF; and

WHEREAS, the Parties desire to facilitate an orderly transfer of MSDS management from HEHF to FDH or its Subcontractors and effect the exchange of necessary documents, agreements and contracts, and property as set forth herein and in the Transition Plan prepared to effect said transfer (see Attachment A); and

WHEREAS, HEHF desires to continue use of the MSDS management system to assess the impacts of workplace injuries and illnesses; and

WHEREAS, FDH consents to provide HEHF with no cost access to MSDS data; and

WHEREAS, this Agreement does not modify the terms and conditions of either the HEHF Contract or the PHMC.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the Parties agree as follows:

1. ASSIGNMENT OF AGREEMENTS

A. Assignments of Purchase Orders and Subcontracts

- (i) HEHF hereby assigns and transfers to FDH, effective as of the Transfer Date, all of HEHF's obligations, rights, and interests in the purchase orders and subcontracts, including all requests for proposals or other solicitations and subcontract renewals, entered into under the HEHF Contract relevant to continuing MSDS management (see Attachment B), and FDH hereby accepts such assignment. RL recognizes that certain purchase orders and subcontracts may need to be reassigned among FDH and its

Subcontractors, and RL hereby directs FDH and its Subcontractors to reassign, without further approval, such purchase orders and subcontracts as necessary.

- (ii) HEHF shall be responsible for all purchase orders and subcontracts entered into under the HEHF Contract that are not assigned.
- (iii) On or before the Transfer Date, HEHF shall obtain and deliver to FDH or its Subcontractors any third party consents, in a form reasonably acceptable to FDH, required in connection with the assignment of purchase order and subcontracts under Section 1.A.(i) above.

2. **ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY**

A. **Assignment of Third-Party Software Licenses**

- (i) HEHF hereby assigns and transfers to FDH, effective as of the Transfer Date, all of HEHF's obligations, rights, title and interest in and to software licensed for use by HEHF under the terms of the HEHF Contract for MSDS management systems (see Attachment C), and FDH hereby accepts such assignment.
- (ii) HEHF will notify each software licensor of the assignment of its license as HEHF may determine is required by the terms of the license and provide FDH with a copy of such notification.

B. **Assignment of Confidentiality or Non-Disclosure Agreements Concerning Third-Party Information**

- (i) HEHF entered into various confidentiality agreements and non-disclosure agreements concerning the use of proprietary information supplied to HEHF by third parties in order to discharge its obligations under the terms of the HEHF Contract. HEHF hereby assigns and transfers to FDH, effective as of the Transfer Date, all of HEHF's obligations, rights, and interests in and to these MSDS management-related confidentiality and non-disclosure agreements, together with the information supplied to HEHF by the third parties, entered into under the terms of the HEHF Contract, and FDH hereby accepts such assignment.
- (ii) HEHF will notify each third party of the assignment of the confidentiality or non-disclosure agreements as HEHF may determine is required by the terms of these agreements and provide FDH with a copy of such notification.

3. **TRANSFER OF AND ACCESS TO RECORDS**

A. **Program Records**

- (i) The Parties agree that the term "**Program Records**" shall mean: all documents and information including writings, drawings, graphs, charts, photographs, microfilm or microfiche, or data compilations/databases, whether stored on mainframe or minicomputer, personal computers, file servers, computer networks, or any other storage devices from which information may be obtained or translated if necessary through detection devices or by other means into a reasonably useable form, in the care, custody and control of HEHF which were acquired or generated pursuant to the performance of the HEHF Contract for MSDS management and identified on the MSDS Management Records and Disposal Inventory Schedule (see Attachment D).

- (ii) The Parties agree that the term "Program Records" shall not include those records generated by HEHF to the extent they contain (a) privileged (including attorney work product), confidential or propriety information; (b) HEHF's financial and legal information, and correspondence between HEHF and other segments of its respective parent corporation, subsidiaries, or affiliates; (c) internal files relating to HEHF Contract performance, and documents necessary to perform subcontract terminations and closeouts, except for those assigned to FDH and its Subcontractors; (d) files involving litigation against HEHF; and (e) documents, except personnel files (excised of information that HEHF considers proprietary or otherwise sensitive) of any employee transferring to FDH, to support the continuing human resources responsibilities of HEHF.
- (iii) On the Transfer Date, RL hereby directs that HEHF transfer to FDH and its Subcontractors all Program Records relating to MSDS management, and FDH shall accept the transfer of said Program Records in accordance with the terms and conditions of the PHMC. FDH hereby acknowledges the obligation to preserve said records consistent with DOE Order 5480.4 and DOE Order 5480.10 and imposed by orders of the United States District Court for the Eastern District of Washington in In re Hanford Nuclear Reservation Litigation, Master File No. CY-91-3015-AAM.

B. Training Records

On the Transfer Date, RL hereby directs that HEHF transfer the care, custody, and control of all training and college education reimbursement records to FDH for any employee transferred to FDH or its Subcontractors, and FDH hereby accepts the care, custody and control of said records in accordance with the terms and conditions of the PHMC for said employees.

C. Retention

Subject to the obligation to preserve said records imposed by orders of the United States District Court for the Eastern District of Washington in In re Hanford Nuclear Reservation Litigation, nothing in this Agreement shall constitute a commitment by HEHF, FDH, and RL to retain Program Records beyond RL's customary retention period(s).

4. FINANCIAL ADMINISTRATION

A. Payroll

- (i) HEHF shall perform payroll services, including the payment of wages, salaries, and benefits for any HEHF employee who becomes employed by FDH or its Subcontractors, until September 30, 1998, paying said employee final bi-weekly pay on September 25, 1998, and partial pay for the balance of service. FDH or one of its Subcontractors shall process the subsequent October 9, 1998, payroll, including adjustments and benefits plans, starting with an October 1, 1998, start date. HEHF shall directly reimburse FDH from its respective contract bank accounts for any Internal Revenue Service Procedure (e.g., 84-77) that provides for standard and alternative procedures for filing Forms W-2 under a "successor-predecessor" relationship. HEHF and FDH agree to comply with Internal Revenue Service Procedure 84-77, Section 5, "Alternative Procedure," if applicable.
- (ii) HEHF shall prepare and issue by January 31, 1999, a single Form W-2 using its Employer Identification Numbers ("EIN") that will include the wages paid and taxes withheld from January 1, 1998, through September 30, 1998, to any HEHF employee who becomes employed by FDH or its Subcontractors on the Transfer Date. FDH or one of its Subcontractors shall issue a single Form W-2 using its EIN to any former respective employee who becomes employed by FDH or its Subcontractors on the Transfer Date to

report wages and taxes withheld for the period October 1, 1998, through December 31, 1998.

5. **DISPLACED EMPLOYEES**

A. **Employees**

- (i) The HEHF employee identified as being involved in MSDS workscope shall automatically receive an offer of employment by FDH or its Subcontractors at a lateral base salary rate of compensation. The Parties agree the decision to offer employment to this employee is made solely at the discretion of FDH or its Subcontractors, and that HEHF has not provided FDH or its Subcontractors with information concerning this employee without said employee's written consent. In the event that this employee does not accept a position and does not continue employment with HEHF in another capacity or position or become an employee of one of HEHF's respective subsidiaries or affiliates, then RL hereby directs HEHF, as the employer of record, to cause to be delivered to the employee an involuntary reduction in force notice terminating the employment of said employee.
- (ii) FDH agrees to credit continuity of service for any HEHF employee who accepts an offer of employment with FDH or its Subcontractors for the calculation of benefits, including pension and savings vesting. However, said employee shall accrue Pension and Savings Plan benefits as any new employee.

B. **Outplacement Services and Other Benefits**

- (i) The Parties recognize there may be a number of former HEHF employees who have been subject to a reduction of force program resulting in the loss of their employment. The Parties also recognize that, pursuant to the terms of the Hanford Site Work Force Restructuring Plan (the "Plan") developed and submitted by RL to Congress under the terms of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, HEHF has implemented a variety of benefits for displaced employees including, but not limited to, the establishment of an outplacement center, education and relocation expenses, separation pay, re-hiring preference and the retention of medical benefits, including those provided under the 1986 Consolidated Omnibus Budget Reconciliation Act, Public Law 99-272, Title X ("COBRA"). The Parties recognize that some of the benefits available to former HEHF employees shall continue beyond the Transfer Date.
- (ii) Nothing herein shall be construed as creating any rights in third parties, and no third party beneficiary rights are created or intended to be created by this Agreement.

6. **SERVICE MARKS, TRADEMARKS, AND COPYRIGHT; RIGHT TO USE**

FDH and its Subcontractors shall have a no-cost license to use any HEHF MSDS management policy and procedure manuals, instructions, and work rules until reprinting of such is necessary. Further, FDH and its Subcontractors may continue to use any HEHF MSDS management-related internal forms containing such Marks until their supply is exhausted.

7. **TRANSFER OF GOVERNMENT-OWNED PROPERTY AND SETUP OF MSDS MANAGEMENT SYSTEM**

- A. Effective as of the Transfer Date, RL hereby directs that HEHF transfer the care, custody, and control of certain government-owned property for which HEHF currently is accountable by the terms of the HEHF Contract (see Attachment E) to FDH, and FDH hereby accepts such transfer in accordance with the terms and conditions of the PHMC. This transfer does not preclude further

transfers to FDH's Subcontractors, or said Subcontractors' use, of said government-owned property necessary to perform MSDS management services. HEHF shall provide the services of one or more employees to effect the transfer of government-owned property and restore said property and the MSDS management system to working order in spaces(s) provided by FDH or its Subcontractors.

- B. HEHF shall provide the services of one or more employees to instruct FDH or its Subcontractor's employees in the operation of the MSDS management system in the event that the employees who currently operates said system chooses not to become an employee of FDH or its Subcontractors.

8. **DISPOSITION OF MAIL**

HEHF hereby authorizes FDH or its Subcontractors to open all mail addressed to HEHF relating to MSDS management and to retain such mail as may be necessary for the performance of the PHMC. FDH or its Subcontractors shall use reasonable efforts not to open mail that is expressly marked externally "To Be Opened by Addressee Only" or "Confidential" or similar markings. Non-contract-related mail and mail externally marked "To Be Opened by Addressee Only" or "Confidential" or similar markings (e.g., mail from one corporate affiliate to HEHF) shall be forwarded by FDH or its Subcontractors as follows:

HEHF: Hanford Environmental Health Foundation
P.O. Box 100
Richland, Washington 99352

9. **INTERPRETATION**

- A. This Agreement shall be governed by and interpreted in accordance with United States Government Contracts Common Law and, if none, laws of the State of Washington.
- B. Headings and titles of Sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by a duly authorized representative of each Party.
- C. The Parties agree to look solely to each other with respect to the obligations and liabilities arising in connection with this Agreement. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties, and not for the benefit of any third party.
- D. In the event that any portion or all of this Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to amend the terms of this Agreement in order to effect the intent of the Parties as set forth in this Agreement. Save as modified by the preceding sentence, the remainder of this Agreement shall continue to be enforceable as written.
- E. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.

10. **ENTIRE AGREEMENT**

A. **Complete Agreement**

Subject to Related Modifications to the HEHF Contract and the PHMC, this Agreement sets forth the full and complete understanding of the Parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto relating to the

subject matter hereof. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms and provisions of this Agreement shall control. In the event of any conflict among the Attachments, the Attachment with the latest date shall control.

B. Amendment

The Parties recognize that additional matters may be identified that require joint resolution. Such additional matters shall be reduced to writing and made a part of this Agreement by an appropriate amendment signed by all of the Parties hereto.

11. SIGNATURES

The individuals whose signatures appear below hereby certify that they are authorized to sign on behalf of their respective Parties to this Agreement. The individual signing on behalf of FDH hereby certifies that FDH has the right to bind its Subcontractors to the actions identified in this Agreement and that such actions may be enforced against FDH.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date and year first above written.

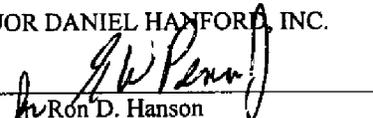
HANFORD ENVIRONMENTAL HEALTH FOUNDATION

Date: 9-15-98

By: 
Sandra J. Matheson
Chief Executive Officer

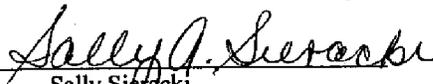
FLUOR DANIEL HANFORD, INC.

Date: 9/21/98

By: 
for Ron D. Hanson
President

U.S. DEPARTMENT OF ENERGY,
RICHLAND OPERATIONS OFFICE

Date: 22 Dec 98

By: 
Sally Sieracki
Contracting Officer

U.S. DEPARTMENT OF ENERGY,
RICHLAND OPERATIONS OFFICE

Date: 12/2/98

By: 
Richard Puthoff
Contracting Officer

ATTACHMENTS

- A. **Transition Plan for the Transfer of MSDS Management from HEHF to FDH**
- B. **Purchase Orders and Contracts Assigned by HEHF**
- C. **Software License Agreements Assigned by HEHF**
- D. **MSDS Records and Inventory Disposal Schedule**
- E. **Inventory of Property**

ATTACHMENT A

**TRANSITION PLAN
FOR THE TRANSFER OF THE
MATERIAL SAFETY DATA SHEET (MSDS) SYSTEM
FROM
HANFORD ENVIRONMENTAL HEALTH FOUNDATION (HEHF)
TO
FLUOR DANIEL HANFORD (FDH)**

PURPOSE

This transition plan has been developed by and between Hanford Environmental Health Foundation (HEHF) and Fluor Daniel Hanford (FDH) pursuant to the respective parties prime contracts; DE-ACO-90RL11711 (HEHF) and DE-ACO6-96RL13200 (FDH). The purpose of this transition plan is to establish the framework by which the MSDS system activities will be transferred from HEHF to FDH. The plan establishes the procedures that both parties will follow and the relative responsibilities of each to ensure a timely, organized transfer with minimal service disruptions. Impacts associated with this transfer are anticipated to be minimal. The anticipated completion of the service transfer is estimated to be no later than September 30, 1998. Under no circumstances shall HEHF or FDH be required to perform any task by this transition plan which may result in unallowable costs or violation of provisions contained under their respective contracts.

SCOPE

This transition plan is applicable to all elements and activities associated with the successful transfer of MSDS activities from HEHF to FDH. This shall include, but is not be limited to, personnel, labor relations, funding, records, other service contract liabilities and other miscellaneous related items associated with the transfer of services. Other elements not specifically delineated within this transfer plan shall be addressed as written amendments to this plan on a case-by-case basis.

ELEMENTS AND SCHEDULES

The individual elements, issues to be resolved, and projected timelines to complete are listed as follows:

- 1) **PERSONNEL TRANSFERS**
Responsible individuals: Carol Bonadie, HEHF
Faye Powers, FDH

An evaluation of the work to be transferred has been completed. Based on the outcome of this evaluation, one (1) MSDS technician may be transferred from HEHF to FDH. This transfer will be as described and agreed upon in Section 5 of the Transfer Agreement.

- 2) **LABOR RELATIONS**
Responsible individual: Ben Corder, FDH

Activities associated with MSDS services previously performed by HEHF have been evaluated against duties of bargaining unit personnel under the terms of the FDH/HAMTC agreement. This evaluation has concluded that the transfer of MSDS services from HEHF to FDH will have no impact on the subject labor relations agreement.

- 3) FUNDING
Responsible individuals: Stuart Thompson, HEHF
 Jan McKee, HEHF
 Doug Shoop, FDH

Due to the timing of the transfer of workscope (e.g., September 30, 1998), no Fiscal Year 1998 funds will be transferred from HEHF to FDH. Fiscal Year 1999 funding for labor (e.g., 1 FTE exempt; 1 FTE nonexempt) associated with MSDS services will be provided via the Medical Services/Dosimetry pool where FDH is designated as the performing organization. Non labor costs associated with the Chemical Management System, Handi 2000 software, etc. will be provided via the Hanford Environmental Monitoring Program (HEMP) budget.

- 4) EQUIPMENT
Responsible Individuals: Jan McKee, HEHF
 Stuart Thompson, HEHF
 Doug Shoop, FDH

The equipment to be transferred from HEHF to FDH is described in Attachment E of the Transfer Agreement. HEHF will provide the necessary funding to relocate the equipment to the PHMC facility designated by FDH, however, FDH will be responsible for any cost associated with operating the MSDS system.

- 5) RECORDS, DOCUMENTS AND PROCEDURES
Responsible individuals: John Munch, HEHF
 Ken Jaten, FDH

Specifics regarding records, documents and procedures are described in Section 3 of the Transfer Agreement.

- 6) CHANGES, ADDITIONS AND DELETIONS
Responsible individuals: Stuart Thompson, HEHF
 Anna Kion, FDH

Any changes, additions or deletions to this transition plan shall be done in writing and will require the signature of the subject contracting representatives.

ATTACHMENT B

Subscription	Expiration Dates Notes	Cost	License Agreement
Sigma-Aldrich	NOT RENEWED Expired: 07/98 Note: This CD used 90% for PNNL MSDS only.	\$1500	No
Mallinckrodt Baker	04/99	\$600 – 1 year \$1400 – 3 year	Yes
Fisher Scientific	05/99	\$795	Yes
MDL/OHS	NOT RENEWED Expired: 07/98 Used for Hazard Rating	\$2500	Yes
3M	12/98	\$130.00	Yes
Phone Disc	12/98	\$163.00	No
Thomas Register	12/98	\$225.80	Yes

ATTACHMENT C

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Lit. # 6045 7/97

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3M

Distribution Access System

Installation and User Guide for DOS,
Macintosh™, & Windows™

DOS

LICENSE AGREEMENT
OHS MSDS ON DISC™

MDL

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ATTACHMENT D

RECORDS INVENTORY AND DISPOSITION SCHEDULE

Agency or Contractor: HEHF Organization Code: M8132

Organizational Unit: Environmental Health Sciences (HHEI, HHEI(S)) MSIN: B2-75 3. Date: 12-28-92
 Bldg: 1155 Jadwin
 Room: I

4. Approval Signatures:
 Level 2
 B. B. Milburn *Barton B. Milburn* Phone No. 6-7040
 Manager
 L. J. Thompson *L. J. Thompson* Phone No. 63649
 File Custodian
 Records Management

AGREEMENT: The above approving individuals agree that the disposal and retirement directions on this Records Inventory and Disposition Schedule (RIDS) are properly applied. It is further agreed that the directions of this inventory will be carried out as indicated, and if any changes are made to the inventory (including organization, file custodian, and manager changes; addition or deletion of records) the RIDS will be revised accordingly.

5. Item No.	6. Filing Unit Title and Description	7. Retention Period	8. Disposal Authority	9. Cut-Off Instructions and Retirement Instructions
	QUALITY ASSURANCE RECORDS		DOE Order 1324.2A	
	None			
	OTHER RECORD MATERIAL			
1	Rm1 ADMIN:Correspondence (General, HHEL, HHEI, HHEI(S), HHEF, MSDS, Misc.)	2 years or no longer needed, whichever is sooner	G23-1	Destroy in Office (Due to moratorium cannot destroy)
2	Rm1 ADMIN:Board/Dir, Milestones, Tiger Team, Meetings (Staff, PAC)	2 years or no longer needed, whichever is sooner	G23-1	Destroy in Office (Due to moratorium cannot destroy)

RECORDS INVENTORY AND DISPOSITION SCHEDULE

Agency or Contractor: HEHF

Organization Code: M8132

5. Item No.	6. Filing Unit Title and Description	7. Retention Period	8. Disposal Authority	9. Cut-Off Instructions and Retirement Instructions
3 RmI	ADMIN:Monthly Reports	2 years or no longer needed, whichever is sooner	G23-1	Destroy in Office (Due to moratorium cannot destroy)
5 RmI	ADMIN:Job Analysis Worksheets	2 years or no longer needed, whichever is sooner	G23-1	Destroy in Office (Due to moratorium cannot destroy)
6 RmI	ADMIN: Oral/Written Research Publications	Permanent	NCI-430-76-9(2)	Offer to NARA 25 years after project completion (Due to moratorium cannot destroy)
7 RmI	ASSOCIATIONS: AIHA Memberships, Credentials		TBD	
8 RmI	BUDGETS: General, Capital Equip	2 years or no longer needed, whichever is sooner	G23-1	Destroy in Office (Due to moratorium cannot destroy)
9 RmI	BUILDING/EQUIPMENT:Tannadore, 712Swift3, Equip. Lists, Phones, Vehicles	2 years	G23-1	Destroy in Office (Due to moratorium cannot destroy)
10 RmI	DOE: Correspondence, Audits/Appraisals, Order Reviews, Env. Survey	10 years	D11.1.a.2.a	Retire to RHA as Volume Warrants (Due to moratorium cannot destroy)
11 RmI	EMERGENCY PREPAREDNESS: Corresp, Activity Logs, UDAC	2 year	G18.26	Destroy when no longer needed for administrative purposes (Due to moratorium cannot destroy)
12 RmI	RECORDS:RIDS, Transfers	5 years	G16.2.a	Destroy when no longer needed for administrative purposes (Due to moratorium cannot destroy)

RECORDS INVENTORY AND DISPOSITION SCHEDULE

Agency or Contractor: HEHF

Organization Code: M8132

5. Item No.	6. Filing Unit Title and Description	7. Retention Period	8. Disposal Authority	9. Cut-Off Instructions and Retirement Instructions
13 Rm1	SAFETY: Gen, Meetings	2 years	G18.8	Destroy in Office (Due to moratorium cannot destroy)
14 Rm1	TRAINING: Staff Records, Cert. Asb. Worker Rosters	5 years	G1.29.b	Destroy when 5 years old or when superseded or obsolete, whichever is sooner (Due to moratorium cannot destroy)
15 Rm1	CUSTOMER ORDERS: White No Reports/Canceled	75 years	NCI-430-76-9(5)	Send to RHA as volume warrants (Due to moratorium cannot destroy)
16 Rm1	VISITORS LOG	2 years	G18.17.b	Destroy 2 years after final entry (Due to moratorium cannot destroy)
17 Rm2	TECHNICAL REPORTS (Investigative), Industrial Hygiene Sampling/Monitoring Reports, e.g. air, soil, chemicals, heavy metals, PCB's, confined spaces	75 years	NCI-430-76-9(5)	Send to RHA as volume warrants (Due to moratorium cannot destroy)
18 Rm6&12 EB/MSDS	MATERIAL SAFETY DATA SHEETS (Rm6, 11 files; Rm12, 7 files)	Permanent	TBD	
19 Rm7dMC	Personnel files, salary info, budgets	1 year after separation or transfer	G1.18.a	Review annually and destroy superseded or obsolete documents; or within 1 year after separation or transfer (Due to moratorium cannot destroy)
	NONRECORD MATERIAL			
1 Rm1	ADMIN: Travel Req/Expense Rpts	Retain While Useful	Non-Record	Destroy in Office
2 Rm1	ADMIN: Emp. Req, Resumes	Retain While Useful	Non-Record	Destroy in Office

RECORDS INVENTORY AND DISPOSITION SCHEDULE

Agency or Contractor: HEHF

Organization Code: MB132

5. Item No.	6. Filing Unit Title and Description	7. Retention Period	8. Disposal Authority	9. Cut-Off Instructions and Retirement Instructions
3 Rm1	QA PGM: General, Lab Audits	Retain While Useful	Non-Record	Destroy in Office
4 Rm1	SECURITY: General	Retain While Useful	Non-Record	Destroy in Office
5 Rm1	TRAINING: General, COE, Films	Retain While Useful	Non-Record	Destroy in Office
6 Rm1	FORMS/CATALOGS	Retain While Useful	Non-Record	Destroy in Office
7 Rm1	CUSTOMER ORDERS: Yellow	Retain While Useful	Non-Record	Destroy in Office
8 Rm6EB	Material Safety Data Sheets, Reference Matl	Retain While Useful	Non-Record	Destroy in Office
9 Rm5AM	Reference Matl, Vendor Info (file and desks)	Retain While Useful	Non-Record	Destroy in Office
10 Rm8KW	Reprints, Vendor Info (files and desk)	Retain While Useful	Non-Record	Destroy in Office
11 Rm9XE	Reference Matl, Supplies (file and desk)	Retain While Useful	Non-Record	Destroy in Office
12 Rm9JR	Reference Matl	Retain While Useful	Non-Record	Destroy in Office

ATTACHMENT E

Plant and Equipment Transfer

Property Management Control No.:
Date: 7/9/98

See instructions.

Reason for Transfer: Transfer of work scope to PHMC

PET Prepared By: Paula Kurth

Phone No.: 376-2507

Property No.	Qty	Description	New Org. Name/Code	New Bldg Room/Area	New User Name	User Payroll No.
WC52343	1	Canon Fax Machine Fax L775	PHMC		Traci Snyder	
WC51688	1	Fijitsu Scanner	PHMC		Traci Snyder	
WC51687	1	Fijitsu Scanner	PHMC		Traci Snyder	
	4	Comerstone Monitors	PHMC		Traci Snyder	
WC51690	1	AST Premmia CPU	PHMC		Traci Snyder	
WC51691	1	AST Premmia CPU	PHMC		Traci Snyder	
WC51693	1	AST Premmia CPU	PHMC		Traci Snyder	
WC51694	1	AST Premmia CPU	PHMC		Traci Snyder	
	32	5 drawer filing cabinets	PHMC		Traci Snyder	
	2	2 drawer filing cabinet	PHMC		Traci Snyder	
	1	Dell Monitor	PHMC		Traci Snyder	
WC56199	1	Dell CPU	PHMC		Traci Snyder	
	1	3-Piece desk with corner unit	PHMC		Traci Snyder	
	2	Floor Mats	PHMC		Traci Snyder	
	2	5 shelf bookcases	PHMC		Traci Snyder	
	2	Tables (Fax/Monitor)	PHMC		Traci Snyder	
	1	Filing table-Height adjust. w/wheels	PHMC		Traci Snyder	
	2	Chairs	PHMC		Traci Snyder	

Releasing Manager (Type and Sig)

Org. Code

Payroll No.

Phone No.

MSIN

Date

Receiving Manager (Type and Sign)

Org. Code

Payroll No.

Phone No.

MSIN

Date

DISTRIBUTION: White - Property Management Yellow - Receiver Pink - Releaser

NOTE: BOTH the releasing and receiving manager signature (type and sign) are REQUIRED for changes which moves property from one organization to another.



Department of Energy
 Richland Operations Office
 P.O. Box 550
 Richland, Washington 99352

99-PRO-130

DEC 22 1998

Mr. R. D. Hanson, President
 Fluor Daniel Hanford, Inc.
 Richland, Washington 99352

Dear Mr. Hanson:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M059,
 TRANSITION OF MATERIAL SAFETY DATA SHEET (MSDS) SYSTEM FROM HEHF TO
 FDH

Enclosed for your files are a fully executed Modification M059 and the related Transfer
 Agreement regarding transition of Material Safety Data Sheet (MSDS) from HEHF to FDH.

Should you have any questions, please contact me on (509) 376-8948.

Sincerely,

ORIGINAL SIGNED BY:

Sally A. Sieracki
 Contracting Officer

PRO:AEH

Enclosures

bcc: *4/0* PRO Off File
 PRO Rdg File
 CCC Rdg File
 Record Note: None
 E:\Alan\Mods\executed M059 #130.8137

RECEIVED

DEC 22 1998

DOE-RL/RLCC

Office >	PRO <i>SA</i>					
Surname >	SIERACKI					
Date >	<i>7 Dec 98</i>					

(Please return to Rosie Garza 6-7736 A7-80/FED FAX 6-5378)

Document No. 8137