D199114076

PROCUREMENT SERVICES DIVISION
CORRESPONDENCE DISTRIBUTION COVERSHEET

LETTER # FDH-9953501R1 | ACTION: ☒ YES ☐ NO | DUE DATE: 6/24/99

PRO	I	A	W	TEAM 2	I	A	W
JOAN FRENCH - SECRETARY				SALLY SIERACKI, TEAM LEAD		✓	
				ROSIE GARZA, SECRETARY	✓		
				JENISE CONNERLY			
				GUS TROTTMAN			
				GEORGE F. CHAMPLAIN	✓		
				ALAN HOPKO	✓		
				MARCIA ROSKE	✓		

TEAM 1	I	A	W
PETE RASMUSSEN , TEAM LEAD			
SHONA SAILOR . SECRETARY			
ERIC BAUMAN	✓		
LINDA DOGGETT			
JIMM JARRET			
JOHN PEREZ			
JEFF SHORT			
NELSON THOMAS			

TEAM 3	I	A	W
TED TURPIN, TEAM LEADER			
SHONA SAILOR, SECRETARY			
MELANIE FLETCHER			
RYAN KILBURY			
RICHARD PUTHOFF			
SUSAN BECHTOL			
DAVE STROMBERG			

I = INFORMATION COPY

A = ACTION PARTY

W = W/OUT ATTACHMENT

RMIC CONTACT:
MARIA DOUGLAS, 376-6839

REMARKS

DATE STAMP
RECEIVED
JUN 10 1999
DOE RL / CCC

FLUOR DANIEL

Fluor Daniel Hanford, Inc.
P.O. Box 1000
Richland, WA 99352

FDH-9953501 R1
CONTRACT DE-AC06-96RL13200

JUN 10 1999

Ms. S. A. Sieracki, Contracting Officer
Procurement Services Division
U.S. Department of Energy
Richland Operations Office A7-80
Post Office Box 550
Richland, Washington 99352

Dear Ms. Sieracki.

EXECUTED MODIFICATION NO. M072 CHANGES TO SECTION J, APPENDIX D, PERFORMANCE AGREEMENTS

Reference: Letter, M. N. Roske, RL, to R. D. Hanson, FDH, "Contract Number DE-AC06-96RL13200 Contract Modification M072," 99-PRO-515, 9953501A, dated May 21, 1998.

In response to the referenced letter, find enclosed herewith three original copies of Modification No. M072 to the PHMC which have been signed by Fluor Daniel Hanford, Inc. Once you have signed this modification, please return a fully executed original for our files.

If there are any questions regarding our response, please contact J. R. Kirkendall, of my staff, on 376-1577 or A. M. Kion on 376-5884.

Respectfully,

JR Kirkendall for

Jim L. Jacobsen, Director
Contracting

vb

Enclosure

RL

E. J. Baumann A7-80
M. N. Roske A7-80

RECEIVED
JUN 10 1999
DOE RL/CCC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 10 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
M072	See Block 16C	N/A	

6. ISSUED BY CODE

U.S. Department of Energy
Richland Operations Office
P.O. Box 550, A7-80
Richland, WA 99352

7. ADMINISTERED BY (If other than Item 6) CODE

Same as in Block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

Fluor Daniel Hanford, Inc.
P.O. Box 1000
Richland, Benton, Washington 99352

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-96RL13200

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H.41 Performance, Objectives, Measures, Expectations, and Fee Dist.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ◯ is not, ◉ is required to sign this document 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.)

A. The purpose of this modification is to revise FY 1999 Performance Agreements WX 1.1.1, WM 1.2.1, FS 1.3.1, FS 1.5.1, TWR 5.1.2, TWR 6.4.1, and SID 1.1.1, and to cancel FY 1999 Performance Agreement TWR 1.1.1. Revised pages are attached.

B. There is no change in contract amount, schedule, or funding.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ron D. Hanson President and Chief Executive Officer	Approved	Marcia N. Roske, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 6/10/99	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		16C. DATE SIGNED

WASTE MANAGEMENT				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
WM 1: Retrieve, treat, store, and dispose of legacy waste and newly-generated waste, on a schedule that supports the Tri-Party Agreement (TPA) and National Transuranic (TRU) Program requirements, in a safe and environmentally compliant manner. 0.0% at Objective Level	WM 1.1: Mixed Low-Level Waste (MLLW) Treatment and Disposal Operations 0.0% at Measure Level	WM 1.1.1: • Submit the Contractor certified Effluent Treatment Facility (ETF) final delisting modification document to RL-WPD, by November 30, 1998; and • **Prepare a TRU Phase I Retrieval Plan.** 70 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.90% at Expectation Level	**The remaining 30 percent of the incentive fee available for this PA may be earned by the Contractor for completing a pilot test for an "In-situ Grouting Process" that could be utilized as a replacement for the High Integrity Containers (HICs) currently used for Category III wastes in the low-level burial grounds by September 30, 1999. The Contractor shall submit a letter report to RL-WPD by October 29, 1999, documenting the pilot test and the resulting findings. This will serve as a pilot to possible large-scale uranium disposal.**	N/A

WASTE MANAGEMENT				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	WM 1.2 TRU Program. 0.0% at Measure Level	WM 1.2.1: • Initiate contact-handled, small container TRU/TRU-mixed (TRUM) waste processing by December 31, 1998 to satisfy TPA milestone M-91-02; and • Process at least 120 cubic meters of waste through the Waste Receiving and Processing (WRAP) facility including one or more of the following activities: radioassay, radiography, and/or glovebox operations (e.g., sorting, repackaging, sampling) by September 30, 1999. 80 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 2.10% at Expectation Level	100 percent of the incentive fee available for this Performance Agreement may be earned by the contractor if the Performance Expectation is completed and **the WRAP facility improves the throughput time for the containers processed through the TRU glovebox line during the second half of FY 1999. An improvement of between 10.0 and 20.0% over the baseline earns 2/3 of the increased performance fee (i.e., 13.33% of the PA fee), and an improvement greater than 20.0% over the baseline earns the total increased performance fee (i.e., 20.0% of the PA fee).**	The Contractor's total earned incentive fee will be reduced by 80 percent of the total fee available for this PA for failure to initiate contact-handled, small container TRU/TRUM waste processing by December 31, 1998 to satisfy TPA milestone M-91-02.

FACILITIES STABILIZATION				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	FS . 3: Develop PFP Integrated Project Management Plan. 0.0% at Measure Level	FS 1.3.1: Issue an Integrated Project Management Plan and supporting detailed, resource loaded schedules by April 30, 1999. The Integrated Project Management Plan must conform to Section 8 of the *Federal Facility Agreement and Consent Order* (See Note 1). Final facility deactivation and dismantling schedules and estimates will necessarily be at a higher level than those for nearer-term surveillance and maintenance and material stabilization scope. 90 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 2.0% at Expectation Level	100 percent of the incentive fee for this PA may be earned by the Contractor if **a corresponding Basis of Estimate that provides a firm foundation for the FY 2000 Multi-Year Work Plan is available by May 15, 1999.**	The Contractor's total earned incentive fee will be reduced by 80 percent of the total fee available for this PA for failure to complete the Performance Expectation by **June 15**, 1999.

FACILITIES STABILIZATION				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	FS 1.5: Improve PFP **Integrated Scheduling** 0.0% at Measure Level	FS 1.5.1: **Improve PFP scheduling efficiency and planning methods as defined in Section 5.** 25 percent of this PA incentive fee amount may be earned by the Contractor for successful completion of each three-month period. 2.0% at Expectation Level	N/A	The Contractor's total earned incentive fee will be reduced by 40 percent of the total fee available for this PA for failure to complete in the last three quarters of FY 1999 an average of at least 30 scheduled commitments per month and maintain an average of 40 completed maintenance work packages per month considering scheduled, emergent and fill-in type of activities. For this provision, the first quarter test period results will not be applicable for the scheduled commitments and completed maintenance work packages.

TANK WASTE REMEDIATION SYSTEM

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
TWR 1: Stage for low-activity waste pretreatment and immobilization and pretreat and stage high-level waste. 0.0% at Objective Level	TWR 1.1: Develop plans and technologies for tank farm closure. 0.0% at Measure Level	TWR 1.1.1 Reserve	N/A	N/A

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
		TWR 5.1.2: Complete TWRS implementation of DNFSB 95-2 and submit a letter report on declaration of implementation readiness for RL Phase II Verification of the TWRS Integrated Safety Management System by **July 30, 1999.** 70 percent of the incentive fee available for this Performance Agreement may be earned by the Contractor for meeting the Performance Expectation 0.6% at Expectation Level	100 percent of the incentive fee available for this Performance Agreement may be earned by the Contractor for meeting the Performance Expectation by **April 19, 1999.**	N/A
TWR 6: Conduct tank farms safe operations. 0.0% at Objective Level	TWR 6.1: Reso ve safety issues. 0.0% at Measure Level	TWR 6.1.1: Provide a Contractor-approved technical report on flammable gas vapor space data from flammable gas tanks by August 23, 1999. The technical report must contain Standard Hydrogen Monitoring System (SHMS) data for a minimum of 8,000 data days for the period of October 1, 1998, through June 30, 1999 in order to meet the Performance Expectation. 100 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.625% at Expectation Level	N/A	N/A

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	TWR 6.4 Interim stabilization of single-shell tanks (SSTs). 0.0% at Measure Level	TWR 6.4.1 - **1) Initiate interim stabilization pumping of at least four (4) single-shell tanks (SX-106, S-102, S-103, and S-106) by June 23, 1999.** **2) Reduce volume of "remaining pumpable liquid" to 90% of the projected 6.2 million gallons remaining to be pumped by August 30, 1999.** **3) Perform U-Farm upgrades, equipment installation, and pump preparation to support initial pump start of the first U-Farm tank pump by September 30, 1999.** **40 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #1.** **30 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #2.** **15 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #3.** 9.75% at Expectation Level	**The remaining 15 percent of fee may be earned by initiating interim stabilization pumping of a U-Farm tank by September 30, 1999.**	**The Contractor's total earned incentive fee will be reduced by 40 percent of the total fee available for this PA for failure to achieve item 1 by July 30, 1999, and 30 percent for failure to remove 7% of the projected 6.2 million gallons to be pumped by September 30, 1999.**

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
TWR 7: Manage and Integrate Tank Waste Remediation System Activities. 0.0% at Objective Level	TWR 7.1 Provide necessary crosscutting technical management and integration products. 0.0% at Measure Level	TWR 7.1.1: 1) Issue a Contractor-approved life cycle TWRS Testing and Evaluation Management Plan (TEMP) by August 15, 1999. 2) Provide an assessment report on the selected Integrated Information System by July 31, 1999. 55 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Item 1 of the Performance Expectation. 45 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Item 2 of the Performance Expectation. 0.6% at Expectation Level	N/A	N/A
TWR 8 Provide Phase I Infrastructure Support Systems. 0.0% at Objective Level	TWR 8.1. Complete Infrastructure Project. 0.0% at Measure Level	TWR 8.1.1: Submit to RL by May 31, 1999, FDH-approved physical interface information for Site and Road Development, Raw and Potable Water, Liquid Effluent and Electrical System. 100 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.348% at Expectation Level	N/A	N/A

SITE INFRASTRUCTURE				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
SID 1: Excellence in information resource management systems. 0.0% at Objective Level	SID 1.1. Eliminate Year 2000 (Y2K) associated computer related problems that if left unresolved would have an adverse impact to the Hanford Mission. 0.0% at Measure Level	SID 1.1.1: The Contractor shall have completed Y2K Implementation and Compliance Assurance activities as follows: • 25 percent of the incentive fee for this PA may be earned by the Contractor if, by March 31, 1999, the Contractor has completed Implementation and Compliance Assurance activities for each of the DOE Headquarters-reported, twenty-three (23) mission-essential Y2K compliance projects (identified by **bold print** on the attached list), and/or • 75 percent of the incentive fee for this PA may be earned by the Contractor if, by July 30, 1999, the Contractor has completed Implementation and Compliance Assurance activities for each of the RL-reported, **one hundred, ninety-four (194)** Y2K compliance projects (see attached list). 3.0% at Expectation Level	N/A	20 percent of the incentive fee for this PA will be assessed against the Contractor for failure to complete by August 31, 1999, the Implementation and Compliance Assurance activities for all of the DOE Headquarters-reported, twenty-three (23) mission-essential Y2K compliance projects (identified by **bold print** on the attached list). An additional 20 percent (40 percent total) of the incentive fee for this PA will be assessed against the Contractor for failure to complete by September 30, 1999, the Implementation and Compliance Assurance activities for all of the RL-reported, **one hundred, ninety-four (194)** Y2K compliance projects (see attached list).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		10

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M072	See Block 16C	N/A	

6. ISSUED BY CODE

U.S. Department of Energy
Richland Operations Office
P.O. Box 550, A7-80
Richland, WA 99352

7. ADMINISTERED BY (If other than Item 6) CODE

Same as in Block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

Fluor Daniel Hanford, Inc.
P.O. Box 1000
Richland, Benton, Washington 99352

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-96RL13200

10B. DATED (SEE ITEM 13) 06/06/96

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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: Clause H.41 Performance, Objectives, Measures, Expectations, and Fee Dist.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ◯ is not, ◉ is required to sign this document 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.)

A. The purpose of this modification is to revise FY 1999 Performance Agreements WM 1.1.1, WM 1.2.1, FS 1.3.1, FS 1.5.1, TWR 5.1.2, TWR 6.4.1, and SID 1.1.1, and to cancel FY 1999 Performance Agreement TWR 1.1.1. Revised pages are attached.

B. There is no change in contract amount, schedule, or funding.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ron D. Hanson President and Chief Executive Officer	Approved	Marcia N. Roske, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 6/10/99	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) — 16C. DATE SIGNED

WASTE MANAGEMENT				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
WM 1: Retrieve, treat, store, and dispose of legacy waste and newly-generated waste, on a schedule that supports the Tri-Party Agreement (TPA) and National Transuranic (TRU) Program requirements, in a safe and environmentally compliant manner. 0.0% at Objective Level	WM 1.1: Mixed Low-Level Waste (MLLW) Treatment and Disposal Operations. 0.0% at Measure Level	WM 1.1.1. • Submit the Contractor certified Effluent Treatment Facility (ETF) final delisting modification document to RL-WPD, by November 30, 1998; and • **Prepare a TRU Phase I Retrieval Plan.** 70 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.90% at Expectation Level	**The remaining 30 percent of the incentive fee available for this PA may be earned by the Contractor for completing a pilot test for an "In-situ Grouting Process" that could be utilized as a replacement for the High Integrity Containers (HICs) currently used for Category III wastes in the low-level burial grounds by September 30, 1999. The Contractor shall submit a letter report to RL-WPD by October 29, 1999, documenting the pilot test and the resulting findings. This will serve as a pilot to possible large-scale uranium disposal.**	N/A

WASTE MANAGEMENT				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	WM 1.2: TRU Program. 0.0% at Measure Level	WM 1.2.1: • Initiate contact-handled, small container TRU/TRU-mixed (TRUM) waste processing by December 31, 1998 to satisfy TPA milestone M-91-02; and • Process at least 120 cubic meters of waste through the Waste Receiving and Processing (WRAP) facility including one or more of the following activities: radioassay, radiography, and/or glovebox operations (e.g., sorting, repackaging, sampling) by September 30, 1999. 80 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 2.10% at Expectation Level	100 percent of the incentive fee available for this Performance Agreement may be earned by the contractor if the Performance Expectation is completed and **the WRAP facility improves the throughput time for the containers processed through the TRU glovebox line during the second half of FY 1999. An improvement of between 10.0 and 20.0% over the baseline earns 2/3 of the increased performance fee (i.e., 13.33% of the PA fee), and an improvement greater than 20.0% over the baseline earns the total increased performance fee (i.e., 20.0% of the PA fee).**	The Contractor's total earned incentive fee will be reduced by 80 percent of the total fee available for this PA for failure to initiate contact-handled, small container TRU/TRUM waste processing by December 31, 1998 to satisfy TPA milestone M-91-02.

FACILITIES STABILIZATION

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
	FS 1.3: Develop PFP Integrated Project Management Plan. 0.0% at Measure Level	FS 1.3.1: Issue an Integrated Project Management Plan and supporting detailed, resource loaded schedules by April 30, 1999. The Integrated Project Management Plan must conform to Section 8 of the *Federal Facility Agreement and Consent Order* (See Note 1). Final facility deactivation and dismantling schedules and estimates will necessarily be at a higher level than those for nearer-term surveillance and maintenance and material stabilization scope. 90 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 2.0% at Expectation Level	100 percent of the incentive fee for this PA may be earned by the Contractor if **a corresponding Basis of Estimate that provides a firm foundation for the FY 2000 Multi-Year Work Plan is available by May 15, 1999.**	The Contractor's total earned incentive fee will be reduced by 80 percent of the total fee available for this PA for failure to complete the Performance Expectation by **June 15**, 1999.

FACILITIES STABILIZATION

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
	FS 1.5: Improve PFP **Integrated Scheduling** 0.0% at Measure Level	FS 1.5.1: **Improve PFP scheduling efficiency and planning methods as defined in Section 5.** 25 percent of this PA incentive fee amount may be earned by the Contractor for successful completion of each three-month period. 2.0% at Expectation Level	N/A	The Contractor's total earned incentive fee will be reduced by 40 percent of the total fee available for this PA for failure to complete in the last three quarters of FY 1999 an average of at least 30 scheduled commitments per month and maintain an average of 40 completed maintenance work packages per month considering scheduled, emergent and fill-in type of activities. For this provision, the first quarter test period results will not be applicable for the scheduled commitments and completed maintenance work packages.

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
TWR 1: Stage for low-activity waste pretreatment and immobilization and pretreat and stage high-level waste. 0.0% at Objective Level	TWR 1.1: Develop plans and technologies for tank farm closure. 0.0% at Measure Level	TWR 1.1.1 Reserve	N/A	N/A

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
		TWR 5.1.2: Complete TWRS implementation of DNFSB 95-2 and submit a letter report on declaration of implementation readiness for RL Phase II Verification of the TWRS Integrated Safety Management System by **July 30, 1999.** 70 percent of the incentive fee available for this Performance Agreement may be earned by the Contractor for meeting the Performance Expectation 0.6% at Expectation Level	100 percent of the incentive fee available for this Performance Agreement may be earned by the Contractor for meeting the Performance Expectation by **April 19, 1999.**	N/A
TWR 6: Conduct tank farms safe operations 0.0% at Objective Level	TWR 6.1: Resolve safety issues. 0.0% at Measure Level	TWR 6.1.1: Provide a Contractor-approved technical report on flammable gas vapor space data from flammable gas tanks by August 23, 1999. The technical report must contain Standard Hydrogen Monitoring System (SHMS) data for a minimum of 8,000 data days for the period of October 1, 1998, through June 30, 1999 in order to meet the Performance Expectation. 100 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.625% at Expectation Level	N/A	N/A

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	TWR 6.4: Interim stabilization of single-shell tanks (SSTs). 0.0% at Measure Level	TWR 6.4.1: 1) Initiate interim stabilization pumping of at least four (4) single-shell tanks (SX-106, S-102, S-103, and S-106) by June 23, 1999. **2) Reduce volume of "remaining pumpable liquid" to 90% of the projected 6.2 million gallons remaining to be pumped by August 30, 1999.** **3) Perform U-Farm upgrades, equipment installation, and pump preparation to support initial pump start of the first U-Farm tank pump by September 30, 1999.** **40 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #1.** **30 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #2.** **15 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #3.** 9.75% at Expectation Level	**The remaining 15 percent of fee may be earned by initiating interim stabilization pumping of a U-Farm tank by September 30, 1999.**	**The Contractor's total earned incentive fee will be reduced by 40 percent of the total fee available for this PA for failure to achieve item 1 by July 30, 1999, and 30 percent for failure to remove 7% of the projected 6.2 million gallons to be pumped by September 30, 1999.**

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
TWR 7: Manage and Integrate Tank Waste Remediation System Activities. 0.0% at Objective Level	TWR 7.1: Provide necessary crosscutting technical management and integration products. 0.0% at Measure Level	TWR 7.1.1: 1) Issue a Contractor-approved life cycle TWRS Testing and Evaluation Management Plan (TEMP) by August 15, 1999. 2) Provide an assessment report on the selected Integrated Information System by July 31, 1999. 55 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Item 1 of the Performance Expectation. 45 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Item 2 of the Performance Expectation 0.6% at Expectation Level	N/A	N/A
TWR 8: Provide Phase I Infrastructure Support Systems. 0.0% at Objective Level	TWR 8.1: Complete Infrastructure Project. 0.0% at Measure Level	TWR 8.1.1: Submit to RL by May 31, 1999, FDH-approved physical interface information for Site and Road Development, Raw and Potable Water, Liquid Effluent and Electrical System. 100 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.348% at Expectation Level	N/A	N/A

SITE INFRASTRUCTURE				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
SID 1: Excellence in information resource management systems. 0.0% at Objective Level	SID 1.1: Eliminate Year 2000 (Y2K) associated computer related problems that if left unresolved would have an adverse impact to the Hanford Mission. 0.0% at Measure Level	SID 1.1.1: The Contractor shall have completed Y2K Implementation and Compliance Assurance activities as follows: • 25 percent of the incentive fee for this PA may be earned by the Contractor if, by March 31, 1999, the Contractor has completed Implementation and Compliance Assurance activities for each of the DOE Headquarters-reported, twenty-three (23) mission-essential Y2K compliance projects (identified by **bold print** on the attached list), and/or • 75 percent of the incentive fee for this PA may be earned by the Contractor if, by July 30, 1999, the Contractor has completed Implementation and Compliance Assurance activities for each of the RL-reported, one **hundred, ninety-four (194)** Y2K compliance projects (see attached list). 3.0% at Expectation Level	N/A	20 percent of the incentive fee for this PA will be assessed against the Contractor for failure to complete by August 31, 1999, the Implementation and Compliance Assurance activities for all of the DOE Headquarters-reported, twenty-three (23) mission-essential Y2K compliance projects (identified by **bold print** on the attached list). An additional 20 percent (40 percent total) of the incentive fee for this PA will be assessed against the Contractor for failure to complete by September 30, 1999, the Implementation and Compliance Assurance activities for all of the RL-reported, **one hundred, ninety-four (194)** Y2K compliance projects (see attached list).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 10

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M072	See Block 16C	N/A	

6. ISSUED BY CODE

U.S. Department of Energy
Richland Operations Office
P.O. Box 550, A7-80
Richland, WA 99352

7. ADMINISTERED BY (If other than Item 6) CODE

Same as in Block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

Fluor Daniel Hanford, Inc.
P.O. Box 1000
Richland, Benton, Washington 99352

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-96RL13200

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H.41 Performance, Objectives, Measures, Expectations, and Fee Dist.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ◯ is not, ◉ is required to sign this document 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.)

A. The purpose of this modification is to revise FY 1999 Performance Agreements WM 1.1.1, WM 1.2.1, FS 1.3.1, FS 1.5.1, TWR 5.1.2, TWR 6.4.1, and SID 1.1.1, and to cancel FY 1999 Performance Agreement TWR 1.1.1. Revised pages are attached.

B. There is no change in contract amount, schedule, or funding.

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.

Reviewed Approved

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Ron D. Hanson President and Chief Executive Officer		Marcia N. Roske, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 6/10/99	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

WASTE MANAGEMENT

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
WM 1: Retrieve, treat, store, and dispose of legacy waste and newly-generated waste, on a schedule that supports the Tri-Party Agreement (TPA) and National Transuranic (TRU) Program requirements, in a safe and environmentally compliant manner. 0.0% at Objective Level	WM 1.1: Mixed Low Level Waste (MLLW) Treatment and Disposal Operations. 0.0% at Measure Level	WM 1.1.1: • Submit the Contractor certified Effluent Treatment Facility (ETF) final delisting modification document to RL-WPD, by November 30, 1998; and • **Prepare a TRU Phase I Retrieval Plan.** 70 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.90% at Expectation Level	**The remaining 30 percent of the incentive fee available for this PA may be earned by the Contractor for completing a pilot test for an "In-situ Grouting Process" that could be utilized as a replacement for the High Integrity Containers (HICs) currently used for Category III wastes in the low-level burial grounds by September 30, 1999. The Contractor shall submit a letter report to RL-WPD by October 29, 1999, documenting the pilot test and the resulting findings. This will serve as a pilot to possible large-scale uranium disposal.**	N/A

WASTE MANAGEMENT				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	WM 1.2: TRU Program. 5.0% at Measure Level	WM 1.2.1: ▪ Initiate contact-handled, small container TRU/TRU-mixed (TRUM) waste processing by December 31, 1998 to satisfy TPA milestone M-91-02; and ▪ Process at least 170 cubic meters of waste through the Waste Receiving and Processing (WRAP) facility including one or more of the following activities: radioassay, radiography, and/or glovebox operations (e.g., sorting, repackaging, sampling) by September 30, 1999. 80 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 2.10% at Expectation Level	100 percent of the incentive fee available for this Performance Agreement may be earned by the contractor if the Performance Expectation is completed and **the WRAP facility improves the throughput time for the containers processed through the TRU glovebox line during the second half of FY 1999. An improvement of between 10.0 and 20.0% over the baseline earns 2/3 of the increased performance fee (i.e., 13.33% of the PA fee), and an improvement greater than 20.0% over the baseline earns the total increased performance fee (i.e., 20.0% of the PA fee).**	The Contractor's total earned incentive fee will be reduced by 80 percent of the total fee available for this PA for failure to initiate contact-handled, small container TRU/TRUM waste processing by December 31, 1998 to satisfy TPA milestone M-91-02.

FACILITIES STABILIZATION

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
	FS 1.3. Develop PFP Integrated Project Management Plan. 0.0% at Measure Level	FS 1.3.1: Issue an Integrated Project Management Plan and supporting detailed, resource-loaded schedules by April 30, 1999. The Integrated Project Management Plan must conform to Section 8 of the *Federal Facility Agreement and Consent Order* (See Note 1). Final facility deactivation and dismantling schedules and estimates will necessarily be at a higher level than those for nearer-term surveillance and maintenance and material stabilization scope. 90 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 2.0% at Expectation Level	100 percent of the incentive fee for this PA may be earned by the Contractor if a **corresponding Basis of Estimate that provides a firm foundation for the FY 2000 Multi-Year Work Plan is available by May 15, 1999.**	The Contractor's total earned incentive fee will be reduced by 80 percent of the total fee available for this PA for failure to complete the Performance Expectation by June 15, 1999.

FACILITIES STABILIZATION				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
	FS 1.5 Improve PFP **Integrated Scheduling** 0.0% at Measure Level	FS 1.5.1: **Improve PFP scheduling efficiency and planning methods as defined in Section 5.** 25 percent of this PA incentive fee amount may be earned by the Contractor for successful completion of each three-month period. 2.0% at Expectation Level	N/A	The Contractor's total earned incentive fee will be reduced by 40 percent of the total fee available for this PA for failure to complete in the last three quarters of FY 1999 an average of at least 30 scheduled commitments per month and maintain an average of 40 completed maintenance work packages per month considering scheduled, emergent and fill-in type of activities. For this provision, the first quarter test period results will not be applicable for the scheduled commitments and completed maintenance work packages.

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
TWR 1: Stage for low-activity waste pretreatment and immobilization and pretreat and stage high-level waste. 0.0% at Objective Level	TWR 1.1. Develop plans and technologies for tank farm closure. 0.0% at Measure Level	TWR 1.1.1 Reserve	N/A	N/A

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
		TWR 5.1.2: Complete TWRS implementation of DNFSB 95-2 and submit a letter report on declaration of implementation readiness for RL Phase II Verification of the TWRS Integrated Safety Management System by July 30, 1999. 70 percent of the incentive fee available for this Performance Agreement may be earned by the Contractor for meeting the Performance Expectation. 0.6% at Expectation Level	100 percent of the incentive fee available for this Performance Agreement may be earned by the Contractor for meeting the Performance Expectation by April 19, 1999.	N/A
TWR 6: Conduct tank farms safe operations. 0.0% at Objective Level	TWR 6.1: Resolve safety issues. 0.0% at Measure Level	TWR 6.1.1: Provide a Contractor-approved technical report on flammable gas vapor space data from flammable gas tanks by August 23, 1999. The technical report must contain Standard Hydrogen Monitoring System (SHMS) data for a minimum of 8,000 data days for the period of October 1, 1998, through June 30, 1999 in order to meet the Performance Expectation. 100 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.625% at Expectation Level	N/A	N/A

TANK WASTE REMEDIATION SYSTEM

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
	TWR 6.4. Interim stabilization of single-shell tanks (SSTs). 0.0% at Measure Level	TWR 6.4.1 - **1) Initiate interim stabilization pumping of at least four (4) single-shell tanks (SX-106, S-102, S-103, and S-106) by June 23, 1999.** **2) Reduce volume of "remaining pumpable liquid" to 90% of the projected 6.2 million gallons remaining to be pumped by August 30, 1999.** **3) Perform U-Farm upgrades, equipment installation, and pump preparation to support initial pump start of the first U-Farm tank pump by September 30, 1999.** **40 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #1.** **30 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #2.** **15 percent of the incentive fee for this PA may be earned by the Contractor for meeting Performance Expectation #3.** 9.75% at Expectation Level	**The remaining 15 percent of fee may be earned by initiating interim stabilization pumping of a U-Farm tank by September 30, 1999.**	**The Contractor's total earned incentive fee will be reduced by 40 percent of the total fee available for this PA for failure to achieve item 1 by July 30, 1999, and 30 percent for failure to remove 7% of the projected 6.2 million gallons to be pumped by September 30, 1999.**

TANK WASTE REMEDIATION SYSTEM				
OBJECTIVE	**MEASURE**	**EXPECTATION**	**INCREASED**	**NEGATIVE**
TWR 7: Manage and Integrate Tank Waste Remediation System Activities. 0.0% at Objective Level	TWR 7.1: Provide necessary crosscutting technical management and integration products. 0.0% at Measure Level	TWR 7.1.1: 1) Issue a Contractor-approved life cycle TWRS Testing and Evaluation Management Plan (TEMP) by August 15, 1999. 2) Provide an assessment report on the selected Integrated Information System by July 31, 1999. 55 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Item 1 of the Performance Expectation 45 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Item 2 of the Performance Expectation. 0.6% at Expectation Level	N/A	N/A
TWR 8: Provide Phase I Infrastructure Support Systems 0.0% at Objective Level	TWR 8.1: Complete Infrastructure Project. 0.0% at Measure Level	TWR 8.1.1: Submit to RL by May 31, 1999. FDH-approved physical interface information for Site and Road Development, Raw and Potable Water, Liquid Effluent and Electrical System. 100 percent of the incentive fee for this PA may be earned by the Contractor for meeting the Performance Expectation. 0.348% at Expectation Level	N/A	N/A

SITE INFRASTRUCTURE

OBJECTIVE	MEASURE	EXPECTATION	INCREASED	NEGATIVE
SID 1: Excellence in information resource management systems. 0.0% at Objective Level	SID 1.1: Eliminate Year 2000 (Y2K) associated computer related problems that if left unresolved would have an adverse impact to the Hanford Mission. 0.0% at Measure Level	SID 1.1.1: The Contractor shall have completed Y2K Implementation and Compliance Assurance activities as follows: ▪ 25 percent of the incentive fee for this PA may be earned by the Contractor if, by March 31, 1999 the Contractor has completed Implementation and Compliance Assurance activities for each of the DOE Headquarters reported, twenty-three (23) mission-essential Y2K compliance projects (identified by **bold print** on the attached list). and/or ▪ 75 percent of the incentive fee for this PA may be earned by the Contractor if, by July 30, 1999, the Contractor has completed Implementation and Compliance Assurance activities for each of the RL-reported, **one hundred, ninety-four (194)** Y2K compliance projects (see attached list). 3.0% at Expectation Level	N/A	20 percent of the incentive fee for this PA will be assessed against the Contractor for failure to complete by August 31, 1999, the Implementation and Compliance Assurance activities for all of the DOE Headquarters-reported, twenty-three (23) mission-essential Y2K compliance projects (identified by **bold print** on the attached list) An additional 20 percent (40 percent total) of the incentive fee for this PA will be assessed against the Contractor for failure to complete by September 30, 1999, the Implementation and Compliance Assurance activities for all of the RL-reported, **one hundred, ninety-four (194)** Y2K compliance projects (see attached list).