

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0745	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Richlands Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	CODE 893039	7. ADMINISTERED BY (If other than item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Kala Dickerson 2420 Stevens Drive RICHLAND WA 99352-1659		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 805603128 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788	
		10B. DATED (SEE ITEM 13) 06/19/2008	

**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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

CHECK ONE	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.7 Fee Structure

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 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 the Available Fee for Fiscal Year (FY) 2020, as provided in Modification 735, to address the impact of the partial Stop Work Order issued to address the novel coronavirus disease (COVID-19) pandemic. This modification also incorporates a Performance Evaluation and Measurement Plan (PEMP) for FY 2020, which will be in effect for the Extension Period Oct 1, 2019-Sept 30, 2020.

Contract Changes are detailed on page 2 of this modification.

Payment:

Period of Performance: 06/19/2008 to 09/30/2020

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

15A. NAME AND TITLE OF SIGNER (Type or print) L. Ty Blackford CHPRC President & CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/30/2020
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

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B. Revisions are made to Section B, Clause B.4, Contract Cost and Contract Fee,” as shown below.

From:

<b>B.4-2020 Extension</b>				
<b>Total:</b> <i>2020 Extension Period</i>	<b>Total Estimated Cost</b>	\$534,000,000	<b>Total Monthly Estimated Cost</b>	\$44,500,000
	<b>Total Estimated Fee</b>	\$27,000,000	<b>Total Monthly Available Fee</b>	\$2,250,000
	<b>Total Contract Value</b>	\$561,000,000	<b>Total Monthly Value</b>	\$46,750,000

<b>TOTAL ESTIMATED VALUE</b>		
<i>All CLINs</i>	<b>Total Estimated Cost</b>	\$6,852,613,736
	<b>Total Estimated Fee</b>	\$305,070,275
<b>Total:</b> <i>Transition Base, Option, 2019 and 2020 Extension Periods</i>	<b>Total Contract Value</b>	\$ 7,157,684,011

TO:

<b>B.4-2020 Extension</b>				
<i>October 2019 through March 2020</i>	<b>Total Estimated Cost</b>	\$267,000,000	<b>Monthly Estimated Cost</b>	\$44,500,000
	Total Base Fee	\$5,340,000	Monthly Base Fee	\$890,000
	Total Incentive Fee	\$8,160,000	Monthly Incentive Fee	\$1,360,000
	<b>Total Available Fee</b>	\$13,500,000	<b>Monthly Available Fee</b>	\$2,250,000
<i>April 2020 through September 2020</i>	<b>Total Estimated Cost</b>	\$267,000,000	<b>Monthly Estimated Cost</b>	\$44,500,000
	Total Base Fee	\$5,340,000	Monthly Base Fee	\$890,000
	Total Incentive Fee	\$1,260,000	Monthly Incentive Fee	\$210,000
	<b>Total Available Fee</b>	\$6,600,000	<b>Monthly Available Fee</b>	\$1,100,000

<b>Total:</b> <i>2020 Extension Period</i>	<b>Total Estimated Cost</b>	\$534,000,000		
	<b>Total Available Fee</b>	\$20,100,000		
	<b>Total Contract Value</b>	\$554,100,000		

<b>TOTAL ESTIMATED VALUE</b>				
<i>All CLINs</i> <b>Total:</b> <i>Transition, Base, Option, 2019 and 2020 Extension Periods</i>	<b>Total Estimated Cost</b>		\$6,852,613,736	
	<b>Total Available Fee</b>		\$298,170,275	
	<b>Total Contract Value</b>		\$ 7,152,284,011	

A replacement Section B reflecting these revisions will be provided in a subsequent contract modification.

- C. The Performance Evaluation and Measurement Plan for FY 2020 is incorporated by this modification, and is provided in a separate attachment.
- D. Contractor Statement of Release:

In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any and all liability under this contract for the delay to incorporate the FY 2020 Performance Evaluation and Measurement Plan prior to the beginning of FY 2020.

- E. Reservation of Right

Contractor reserves the right to assert an equitable adjustment in accordance with the terms of the March 24, 2020, Partial Stop Work Order (20-PRO-0139) for all items cognizable under FAR 52.242-15 (AUG 1989) – Alternate I (APR 1984).

There are no other changes to the terms and conditions of the contract.

**ATTACHMENT J.4  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)**

**Fiscal Year 2020**

**Performance Evaluation and Measurement Plan  
for  
CH2MHILL Plateau Remediation Company**

**Performance Period:**  
October 1, 2019, through September 30, 2020

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## **PLATEAU REMEDIATION CONTRACT PERFORMANCE EVALUATION AND MEASUREMENT PLAN DESCRIPTION**

The Performance Evaluation and Measurement Plan (PEMP) details the administration of performance incentives and allocation of Total Available Fee as defined in Section B, Supplies or Services and Prices/Costs. Please note that "PEMP" is synonymous with the term "Award Fee Plan" found in FAR 16.401(e)(3). Performance incentives may be either objective or subjective. The PEMP is the basis for the evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of fee earned. Actual award fee determinations and the methodology for determining fee are unilateral decisions made solely at the discretion of the Government.

### **1. ORGANIZATION**

The award fee organization consists of: the FDO; a Performance Evaluation Board (PEB) which consists of a chairperson, the contracting officer, a recorder, other functional area participants, and advisor members; and the Contracting Officer Representative (COR).

### **2. RESPONSIBILITIES**

- a. Fee Determining Official. The FDO approves the PEMP and any significant changes. The FDO reviews the recommendation(s) of the PEB, considers all pertinent data, and determines the earned award fee amount for the evaluation period.
- b. Performance Evaluation Board. For the purpose of this PEMP, designated RL senior managers and Contracting Officer (CO) are chartered with recommending CHPRC earned fee to the FDO. PEB members review COR evaluations of the contractor's performance, consider information from pertinent sources, prepare performance reports, and arrive at an earned fee recommendation. The PEB has the following roles and responsibilities:
  - Accountable for final selection and approval of performance incentives;
  - Responsible to assign performance monitors to evaluate completion of performance measures;
  - Provides input, reviews, and concurs on the PEMP;
  - Responsible for addressing any HQ comments concerning PEMP or Award Fee Determination;
  - Reviews CHPRC performance at the end of the evaluation period and upon completion of key milestones;
  - Evaluates CHPRC performance and recommends earned fee to the FDO.
- c. The CO is the liaison between contractor and Government personnel and shall ensure the incentive process is properly administered in accordance with agency regulations. The CO shall also modify the contract in regards to any contractual issues that may arise during the term of the contract.
- d. The COR maintains written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. Prepare interim and end-of-period evaluation reports as directed by the PEB.

### 3. PERFORMANCE MEASURES (PM)

Each performance measure will set forth the specific requirements, criteria and/or specifications for acceptable performance of an outcome and the amount of fee assigned to the individual performance measure. A performance measure may be either subjective or objective.

The fiscal year (FY) 2020 performance measure is found on pages J.4-7 through J.4-9.

### 4. ALLOCATION OF AVAILABLE FEE

DOE may or may not heavily weight the assignment of fee toward meeting production goals such as treatment of waste and end-product goals, such as completion of remediation projects.

### 5. PERFORMANCE MEASURE FEE STRUCTURE METHODS

Each performance measure may have a distinct fee structure to incentivize maximum performance and resource utilization by the Contractor. Individual performance measures may require the contractor to exceed approved baseline performance to earn 100 percent (%) of the fee allocated to that performance measure. DOE is not limited to the following list of Fee Structure Methods and may combine elements of multiple fee structures. Regardless of the Fee Structure Method used, payment of fee is subject to the fee reduction terms of this Contract, and FDO approval that the Contractor has achieved the stated outcome for the specific performance measure.

- a. Declining Method: This method provides 100% incremental fee for completion of the performance measure by a specific date and/or milestone, but the percentage is reduced incrementally beyond that event. The specific percentage of reduction and corresponding time or specific milestones triggering the reductions are defined within the performance measure.
  - b. Terminal Method: This method provides 100% incremental fee (which will not be awarded until final fee determination), for completion of the performance measure prior to a specific date and/or milestone; however, the Contractor will forfeit 100% of the fee allocated to the performance measure for completion of the performance measure after the passing of the specific date and/or milestone as defined within the performance measure.
  - c. Performance Measure Provisional Dependent Method: This method will no longer be used. Provisional Fee, if specifically allowed by the contracting officer, is discussed in Section B, Clause B.8, Fee Determination and Payment.
  - d. Subjective Method: This method provides the Contractor the opportunity to earn up to 100% fee for performance of Contract requirements based on subjective criteria as determined by DOE.
6. Contract work requirements by Contract Line Item Number (CLIN) are discussed in Section B, Clause B.2 "Items Being Acquired." Contract work requirements by CLIN may become fee-bearing via Performance Measures, consistent with Section B, Clause B.7, Fee Structure. Any features of the Offeror's proposed strategy and approach may be implemented as first- and subsequent-year performance measures.

7. In accordance with the Section B, Clause B.5, Changes to Contract Cost and Contract Fee, if for any reason the CO does not authorize work in accordance with the Section B, Clause B.14, DOE Authorization of Work, the Total Available Fee as a percentage of Total Contract Cost by Contract period, excluding non-fee bearing costs identified in the Section B, Clause B.6, Basis for Total Available Fee, may be adjusted.
8. The Contractor's performance within the Contract Cost, as stipulated in Section B, for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to complete work within the stipulated Contract Price, the FDO may reduce in whole or in part any otherwise earned fee, subject to the limitations of Section B, Clause B.12, DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts.
9. Payments of Incremental Fee shall be requested in accordance with Section B, Clause B.8, Fee Determination and Payment, paragraph (c).
10. If a Performance Objective is not completed as specified, allocated Available Fee is unavailable in accordance with Section B, Clause B.7, Fee Structure, paragraph (b)(1). All work, whether incentivized or not, is subject to inspection and acceptance pursuant to Section E, and must conform with contract requirements. Any work that does not conform with contract requirements may result in failure to achieve the performance objective.
11. Any Government Furnished Services and Information (GFS/I) for Performance Objectives are included in Section J, Attachment J.12, Government Furnished Services and Information (GFS/I).

## **PERFORMANCE EVALUATION BOARD ORGANIZATION**

Fee Determining Official: Individual designated by DOE Environmental Management Head of Contracting Activity

Performance Evaluation Board Chairperson: Assistant Manager for River and Plateau (AMRP)

Staff:

Deputy AMRP  
AMRP Division Directors  
Procurement Director  
Contracting Officer  
Legal Advisor

**FISCAL YEAR 2020 PERFORMANCE MEASURE**

**Introduction:**

The purpose of this award fee plan is to specifically account for the available award fee for FY 2020 and to identify the associated performance measure (PM).

Total available fee is \$20,100,000, consisting of a base fee amount of \$10,680,000 and a performance fee amount of \$9,420,000, allocated to a single subjective performance measure. Available fee under this plan is automatically adjusted consistent with the number of months of performance required, pursuant to Section F, Clause F.1, Period of Performance, paragraph (b)(5), according to the monthly schedule provided in Section B, Clause B.4, Contract Cost and Contract Fee, Table B.4-2020 Extension.

**Summary of Available FY2020 Award Fee: \$20,100,000**

<b>Performance Element Identifier</b>	<b>Fee Allocation Description</b>	<b>FY20 Fee Totals</b>
PM-BASE-20	Base Fee	\$10,680,000
PM-00-1-20	Subjective Performance Measure	\$9,420,000
<b>Total Allocated Fee</b>		<b>\$20,100,000</b>

**BASE FEE**

Base Fee of \$10,680,000 is provided for FY 2020. Base Fee of \$890,000 per month may be earned for each completed month of performance, according to the number of months of performance required, pursuant to Section F, Clause F.1, Period of Performance, paragraph (b)(5). Base Fee payments

**SUBJECTIVE PERFORMANCE MEASURE  
 PM-00-1-20**

**Allocated Available Fee: \$9,420,000**

**Objective:**

This Performance Measure provides management focus on overall technical and cost performance. Cost control in work performance is of the utmost importance to the Government. In accordance with FAR 16.4, *Incentive Contracts*, specifically subparagraph (e), "Award fee shall not be earned if the contractor's overall cost, schedule, and technical performance in the aggregate is below satisfactory." Therefore, pursuant to FAR 16.401(e), the contractor shall not earn greater than 50% if overall cost, schedule, and technical performance (satisfactory) are not met in accordance with the PEMP. DOE will evaluate the Contractor's performance based upon subjective performance elements; objective performance elements, or both, which includes, but is not limited to:

- Execute the balance of contract work scope within the contract requirements, terms, and conditions, demonstrating excellence in quality, schedule, management, cost control, and regulatory compliance. This element includes the Contractor's responsiveness to the novel coronavirus pandemic.
- Perform work safely and in a compliant manner that assures the workers, public, and environment are protected from adverse consequences. This element includes the Contractor's responsiveness to the novel coronavirus pandemic.
- Conduct business and administrative functions in a compliant and effective manner. This evaluation includes the effectiveness of subcontract management, including award of subcontracts as scheduled, inclusion of all requirements, subcontractor audits, and subcontract administration. Contractor will monitor subcontractor performance to ensure compliance with all requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes.

### **Completion Rating Criteria:**

Pursuant to FAR 16.401, Table 16-1, the following will be used to rate CHPRC performance against this performance measure.

Adjectival Ratings, and the associated Percentage of Allocated Fee Available to be Earned and Performance Level Description are:

- **Excellent (91%-100%)** Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- **Very Good (76%-90%)** Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- **Good (51%-75%)** Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- **Satisfactory (No Greater Than 50%)** Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- **Unsatisfactory (0%)** Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

The Contractor, through the submission of monthly progress reports, shall identify issues potentially affecting the completion of individual outcomes and the overall success of the contract, with actions taken or recommended to resolve those issues. In the event the contractor self-discloses an issue with regard to an outcome in the PEMP and appropriately self-corrects the situation in a timely manner, fee reduction may be waived or mitigated by the FDO.