

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO.  A111	3. EFFECTIVE DATE  9/30/05	4. REQUISITION/PURCHASE REQ. NO.  05RL14047.009	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE  U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352		7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352			9A. AMENDMENT OF SOLICITATION NO. (0)	9B. DATED (SEE ITEM 11)
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047	10B. DATED (SEE ITEM 13) September 30, 1999
FACILITY CODE			8	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 See attached detail

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

(0)	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:
	D. OTHER (Specify type of modification and authority)
X	Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT:  is  is required to sign and Contractor  not,  return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 OBLIGATION NOTICE NO. 68

The amount of funds obligated by DOE in Section B, clause B.2 is hereby decreased by \$6,815.69 from \$1,795,031,988.67 to \$1,795,025,172.98.

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) <i>DB Cartmel</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael K. Barrett, Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>AS/ [Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Michael K. Barrett</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9-30-05

# Financial Plan Report - Detail

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Code	Leg FT	Obj. Class	Local Use	Project	WFO	Legacy B&R	Obj. Class	Legacy Order Number	Beginning Uncosted Obs	BA		Total Available	
											Previous	Change		Revised
421101	01050	TF	1715283	LM0801000	25400	0420118	0000000	0000000		66,409.80	-45,000.00	0.00	21,409.80	
Total for Program Parent: LM0800000											-45,000.00	0.00	21,409.80	
Total for Fund Type: TF											-45,000.00	0.00	21,409.80	
421101	01250	TP	1110608	EY1242111	25400	0000000	0001520	0000000		0.00	7,008,000.00	0.00	7,008,000.00	
421101	01250	TP	1110614	EY1242121	25400	0000000	0001521	0000000		0.00	3,116,000.00	0.00	3,116,000.00	
Total for Program Parent: EY1200000											10,124,000.00	0.00	10,124,000.00	
421101	01250	TP	1110650	EY3542130	25400	0000000	0001522	0000000		0.00	11,467,000.00	0.00	11,467,000.00	
421101	01250	TP	1110651	EY3542301	25400	0420118	0001524	0000000		0.00	1,808,000.00	0.00	1,808,000.00	
421101	01250	TP	1110657	EY3542401	25400	0420118	0001525	0000000		0.00	3,041,000.00	0.00	3,041,000.00	
421101	01250	TP	1110663	EY3542800	25400	0000000	0001528	0000000		0.00	123,000.00	0.00	123,000.00	
Total for Program Parent: EY3500000											16,439,000.00	0.00	16,439,000.00	
421101	01250	TP	1110676	EY4049110	25400	0000000	0001530	0000000		7,125.37	0.00	0.00	7,125.37	
Total for Program Parent: EY4000000											7,125.37	0.00	0.00	7,125.37
421101	01250	TP	1721235	YN0100000	25400	0420106	0000000	0000000		1.00	-1.00	0.00	0.00	
421101	01250	TP	1721235	YN0100000	25400	0420640	0000000	0000000		-1,100,000.00	1,100,000.00	0.00	0.00	
421101	01250	TP	1721235	YN0100000	25400	0420641	0000000	0000000		1,100,000.00	-1,100,000.00	0.00	0.00	
Total for Program Parent: YN0100000											1.00	-1.00	-1.00	0.00
Total for Fund Type: TP											7,126.37	26,562,999.00	0.00	26,570,125.37
421101	01150	TQ	1110459	EW1001203	25400	0420558	0001539	0000000		1,423.92	-1,423.92	0.00	0.00	
421101	01150	TQ	1110459	EW1001203	25400	0420559	0001539	0000000		0.00	-35,821.48	0.00	-35,821.48	
421101	01150	TQ	1110462	EW1001206	25400	0420443	0001539	0000000		71.36	0.00	0.00	71.36	
421101	01150	TQ	1110464	EW1001208	25400	0420556	0001539	0000000		7,209.63	0.00	0.00	7,209.63	
Total for Program Parent: EW1000000											8,704.91	-37,245.40	0.00	-28,540.49
421101	01150	TQ	1110541	EY0849015	25400	0000000	0000727	0000000		0.00	95,000.00	0.00	95,000.00	
Total for Program Parent: EY0800000											0.00	95,000.00	0.00	95,000.00
Total for Fund Type: TQ											8,704.91	57,754.60	0.00	66,459.51
421101	00912	YX	1721235	YN0100000	25400	0420106	0000000	0000000		0.00	1.00	1.00	1.00	
Total for Program Parent: YN0100000											0.00	1.00	0.00	1.00
Total for Fund Type: YX											0.00	1.00	0.00	1.00
421101	00911	YZ	1721310	YN1901000	25400	0000000	0421432	TSKM6420820		48,000.00	0.00	0.00	48,000.00	
Total for Program Parent: YN1901000											48,000.00	0.00	0.00	48,000.00
Total for Fund Type: YZ											48,000.00	0.00	0.00	48,000.00
Total for Recipient Code: RL											130,241.08	26,575,754.60	0.00	26,705,995.68
Total for Reporting Entity: 421101											130,241.08	26,575,754.60	0.00	26,705,995.68

# Financial Plan Report - Detail

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Code	FT Program	Legacy B&R	Obj. Class	Local Use	Project WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
421201	01250	TP	39EY35440P	32001	0420749	0001481	0000000	2,741,886.46	-2,741,886.46	0.00	-2,741,886.46	0.00
Total for Program Parent: 39EY35440PRN01D41400												
421201	01250	TP	39EY35440P	32001	0420758	0001481	0000000	1,429,556.04	-2,741,886.46	0.00	-2,741,886.46	0.00
Total for Program Parent: 39EY35440PRN03D40300												
421201	01250	TP	EY1344010	25400	0420118	0003826	0000000	0.00	31,482,081.00	0.00	31,482,081.00	31,482,081.00
Total for Program Parent: EY1300000												
421201	01250	TP	EY3542405	25400	0420118	0001525	0000000	0.00	77,162.00	0.00	77,162.00	77,162.00
421201	01250	TP	EY3544141	25400	0420118	0001481	0000000	31,103,485.92	328,069,391.40	0.00	328,069,391.40	359,172,877.32
421201	01250	TP	EY3544141	31000	0420658	0001481	0000000	3,520,622.49	2,650,000.00	-2,650,000.00	0.00	3,520,622.49
Move to correct Obj class 32002												
421201	01250	TP	EY3544141	31000	0420659	0001481	0000000	8,093,191.45	2,200,000.00	-2,200,000.00	0.00	8,093,191.45
Move to Obj class 32002												
421201	01250	TP	EY3544141	31003	0420660	0001481	0000000	102,722.88	740,000.00	0.00	740,000.00	842,722.88
421201	01250	TP	EY3544141	32000	0420188	0001481	0000000	6,165.42	44,834.58	0.00	44,834.58	51,000.00
421201	01250	TP	EY3544141	32002	0420658	0001481	0000000	0.00	0.00	2,650,000.00	2,650,000.00	2,650,000.00
Moved from Obj class 31000												
421201	01250	TP	EY3544141	32002	0420659	0001481	0000000	0.00	0.00	2,200,000.00	2,200,000.00	2,200,000.00
Moved from Obj class 31000												
421201	01250	TP	EY3544145	25400	0000000	0001481	0000000	22,385.35	0.00	0.00	0.00	22,385.35
421201	01250	TP	EY3544145	25400	0420118	0001481	0000000	442.49	500,000.00	0.00	500,000.00	500,442.49
Total for Program Parent: EY3500000												
421201	01250	TP	EY4049110	25400	0420118	0003585	0000000	42,849,016.00	334,281,387.98	0.00	334,281,387.98	377,130,403.98
Total for Program Parent: EY4000000												
421201	01150	TQ	EW1001203	25400	0420136	0001539	0000000	2,493,522.68	0.00	0.00	0.00	2,493,522.68
Total for Fund Type: TP												
421201	01150	TQ	EW1001203	25400	0420136	0001539	0000000	79,188.20	400,578.20	-6,815.69	393,762.51	472,950.71
Decrease CACN 502105												
421201	01150	TQ	EW1001203	25400	0420142	0001539	0000000	9,824.97	60,000.00	0.00	60,000.00	69,824.97
421201	01150	TQ	EW1001203	25400	0420159	0001539	0000000	2,604.36	55,000.00	0.00	55,000.00	57,604.36
421201	01150	TQ	EW1001203	25400	0420161	0001539	0000000	5,454.59	0.00	0.00	0.00	5,454.59
421201	01150	TQ	EW1001204	25400	0420160	0001539	0000000	0.00	63,271.98	0.00	63,271.98	63,271.98
421201	01150	TQ	EW1001206	25400	0420134	0001539	0000000	94,472.39	75,472.39	0.00	75,472.39	169,944.78
421201	01150	TQ	EW1001206	25400	0420143	0001539	0000000	11,450.75	0.00	0.00	0.00	11,450.75
421201	01150	TQ	EW1001206	25400	0420162	0001539	0000000	62,866.63	-6,749.02	0.00	-6,749.02	56,117.61
421201	01150	TQ	EW1001209	25400	0000000	0001540	0000000	0.00	3,100.00	0.00	3,100.00	3,100.00
Total for Program Parent: EW1000000												
Total for Fund Type: TQ												
								265,861.89	650,673.55	-6,815.69	643,857.86	909,719.75
								265,861.89	650,673.55	-6,815.69	643,857.86	909,719.75

# Financial Plan Report - Detail

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Leg Code	FT Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
421201	00911	YZ	1721310	YN1901000	25400	0000000	0425005	O - IWORL90705	0.00	18,908.00	0.00	18,908.00	18,908.00
421201	00911	YZ	1721310	YN1901000	25400	0000000	0421044	TSKM5Z0406	2,120.83	-2,120.83	0.00	-2,120.83	0.00
421201	00911	YZ	1721310	YN1901000	25400	0000000	0425006	WO IWORL90805	0.00	407,661.08	0.00	407,661.08	407,661.08
421201	00911	YZ	1721310	YN1901000	25400	0420193	0421057	TSKRL9CHG01	38,163.81	0.00	0.00	0.00	38,163.81
<b>Total for Program Parent: YN1901000</b>									40,284.64	424,448.25	0.00	424,448.25	464,732.89
<b>Total for Fund Type: YZ</b>									40,284.64	424,448.25	0.00	424,448.25	464,732.89
<b>Total for Recipient Code: RV</b>									49,820,127.71	364,096,704.32	-6,815.69	364,089,888.63	413,910,016.34
<b>Total for Reporting Entity: 421201</b>									49,820,127.71	364,096,704.32	-6,815.69	364,089,888.63	413,910,016.34

## Financial Plan Report - Detail

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Leg	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for RL14047 - CH2M Hill Corp.												
								49,950,368.79	390,672,458.92	-8,815.69	390,665,643.23	440,616,012.02

U.S. DEPARTMENT OF ENERGY  
**Procurement Request-Authorization**

**INITIAL PADS DATA ENTRY INFORMATION**

1. Awarding Office U.S. Department of Energy Office of River Protection		2. Initiating Office Budget Division	
3. PRA Number 05RL14047.009		4. Change/Correction in Process? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Description of Work/Purpose of Assistance Contract modification for incremental funding.			
Has List of Sources Been Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
6. Awardee Name CH2M HILL Hanford Group, Inc.		7. Address	
6a. Division			
8. Government Share \$-6,815.69	9. Awardee Share \$0.00	10. Total \$-6,815.69	
11. Total Funds This PR: \$-6,815.69			
12. Name - Project Manager/Initiator Lisa Copeland		13. Signature <i>Lisa Copeland</i>	14. Date 9/30/05
		15. Office Code	
		16. Telephone Number 376-8515	

**GENERAL AWARD INFORMATION**

17. Acquisition <input type="checkbox"/> Advisory & Assistance Services <input type="checkbox"/> A/E Services <input type="checkbox"/> Construction			<input type="checkbox"/> Research & Development <input type="checkbox"/> Supplies			<input type="checkbox"/> Support Services <input type="checkbox"/> Other			18. Financial Assistance <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		
19. Product/Service Code (Applies to Acquisition only)						20. CFDA (Applies to Assistance Only)					
21. Master BIN						22. Desired Award Date					
23. Unsolicited Proposal Number						24. Project Number					

**FUNDS COMMITTED**

25. Approp. Symbol	26. B&R No.	27. Dollar Amt.	28. Obj. Class	29. ADS/TTP	30. AFP	31. Program Budget Official's Signature**	32. CFA
See							
Attached							

33. From Continuation Sheet		34. Project Period	
35. Total Funds This PRA Are These Annual Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		36. Budget Period (Applies to Assistance Awards Only)	

CERTIFYING OFFICIAL: I Hereby Certify That the Funds Cited in Item 35 Are Available.

37. Name and Title Peggy Fiscus		38. Signature <i>Peggy Fiscus</i>		39. Date 9-30-05	
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**PROGRAM REVIEWING OFFICIAL**

40. Name and Title for Cloette B. Reid, ORP CO		41. Signature <i>Michael K. Bandy</i>		42. Date 9-30-05	
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43. For Initiating Office/Local Office Use		44. Type of Procurement Action (TPA) Code _____		45. Negotiator Code _____	
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46. Security. Will employees require security clearances for performance of this procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach DOE F 5634.2, (05-94) "Contract Security Classification Specification."	
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47. Energy Policy Act. Is this procurement subject to the Energy Policy Act of 1992 (EPACT); i.e., will it directly satisfy an EPACT requirement or objective? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, does it involve either a research and development program or a demonstration of a commercial application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see the Notice related to this item. Amount of EPACT funding _____	
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Note: \*\*We Hereby Certify That Funds Cited Are Proper For This Procurement and In Compliance With Applicable Appropriations Acts and Fiscal Law.

Distribute 5 copies to: Contracting Office (White), Data Entry Control Point (Blue), Controller (Pink), Initiating Office (Green), and Office of Small and Disadvantaged Business Utilization (Goldenrod).

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO.  A112	3. EFFECTIVE DATE  10/14/05	4. REQUISITION/PURCHASE REQ. NO.  06RL14047.001	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE  U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352		7. ADMINISTERED BY (If other than item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352				9A. AMENDMENT OF SOLICITATION NO. (0)	9B. DATED (SEE ITEM 11)
CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047	10B. DATED (SEE ITEM 13) September 30, 1999
FACILITY CODE				11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See attached detail

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

(0)	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) Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT:  is  is required to sign and Contractor  not,  return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
OBLIGATION NOTICE NO. 68

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$45,000,000 from \$1,795,025,172.98 to \$1,840,025,172.98.

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) Michael K. Barrett, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	10-14-05

# Financial Plan Report - Detail

## RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
421201	01250	TP	1110909	EY7144141	25400	0420118	0001481	0000000		0.00	0.00	45,000,000.00	45,000,000.00	45,000,000.00
<i>10/14/05 - Added funding in the amount of \$45M.</i>														
Total for Program Parent: EY7144050										0.00	0.00	45,000,000.00	45,000,000.00	45,000,000.00
Total for Fund Type: TP										0.00	0.00	45,000,000.00	45,000,000.00	45,000,000.00
Total for Recipient Code: RV										0.00	0.00	45,000,000.00	45,000,000.00	45,000,000.00
Total for Reporting Entity: 421201										0.00	0.00	45,000,000.00	45,000,000.00	45,000,000.00

**Financial Plan Report - Detail**

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Code	Leg Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for RL14047 - CH2M Hill Corp.													45,000,000.00

U.S. DEPARTMENT OF ENERGY  
**Procurement Request-Authorization**

**INITIAL PADS DATA ENTRY INFORMATION**

1. Awarding Office U.S. Department of Energy Office of River Protection		2. Initiating Office Budget Division	
3. PRA Number 27-06RL14047.001		4. Change/Correction in Process? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Description of Work/Purpose of Assistance Contract modification for incremental funding.			
Has List of Sources Been Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
6. Awardee Name CH2M HILL Hanford Group, Inc.		7. Address	
6a. Division			
8. Government Share \$45,000,000.00	9. Awardee Share	10. Total \$45,000,000.00	
11. Total Funds This PR: \$45,000,000.00			
12. Name - Project Manager/Initiator Debbi Dove	13. Signature <i>Debbi Dove</i>	14. Date 10/14/05	15. Office Code
		16. Telephone Number 376-6367	

**GENERAL AWARD INFORMATION**

17. Acquisition <input type="checkbox"/> Advisory & Assistance Services <input type="checkbox"/> Research & Development <input type="checkbox"/> Support Services <input type="checkbox"/> A/E Services <input type="checkbox"/> Supplies <input type="checkbox"/> Other <input type="checkbox"/> Construction			18. Financial Assistance <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant
19. Product/Service Code (Applies to Acquisition only)		20. CFDA (Applies to Assistance Only)	
21. Master BIN		22. Desired Award Date	
23. Unsolicited Proposal Number		24. Project Number	

**FUNDS COMMITTED**

25. Approp. Symbol	26. B&R No.	27. Dollar Amt.	28. Obj. Class	29. ADS/TTP	30. AFP	31. Program Budget Official's Signature**	32. CFA
See							
Attached							

33. From Continuation Sheet	34. Project Period
35. Total Funds This PRA Are These Annual Funds? <input type="checkbox"/> Yes <input type="checkbox"/> No	36. Budget Period (Applies to Assistance Awards Only)

CERTIFYING OFFICIAL: I Herby Certify That the Funds Cited in Item 35 Are Available.

37. Name and Title Liza Guzman, Accountant	38. Signature <i>Liza Guzman</i>	39. Date 10/14/05
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**PROGRAM REVIEWING OFFICIAL**

40. Name and Title for Cloette B. Reid, ORP CO	41. Signature <i>Michael K. Barone</i> Contracting Officer	42. Date 10-14-05
---	--	----------------------

43. For Initiating Office/Local Office Use	44. Type of Procurement Action (TPA) Code	45. Negotiator Code
--	---	---------------------

46. Security. Will employees require security clearances for performance of this procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach DOE F 5634.2, (05-94) "Contract Security Classification Specification."
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47. Energy Policy Act. Is this procurement subject to the Energy Policy Act of 1992 (EPACT); i.e., will it directly satisfy an EPACT requirement or objective? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, does it involve either a research and development program or a demonstration of a commercial application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see the Notice related to this item. Amount of EPACT funding _____
---

Note: \*\*We Herby Certify That Funds Cited Are Proper For This Procurement and In Compliance With Applicable Appropriations Acts and Fiscal Law.

Distribute 5 copies to: Contracting Office (White), Data Entry Control Point (Blue), Controller (Pink), Initiating Office (Green), and Office of Small and Disadvantaged Business Utilization (Goldenrod).

ENCLOSURE  
to  
05-OPA-144

Modification No. A113 and A114

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>A113</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. <b>27-06RL14047.002</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	CODE	7. ADMINISTERED BY (If other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC27-99RL14047</b>	
			10B. DATED (SEE ITEM 13) <b>September 30, 1999</b>	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
**See attached detail on Page 2 – Increase \$26,000.00**

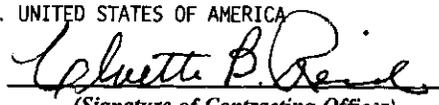
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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: See continuation page(s)
✓ D. OTHER (Specify type of modification and authority) <b>Contract Clause B.2, "Obligation of Funds"</b>

E. IMPORTANT: Contractor  is not,  is required to sign and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**The amount of funds obligated by DOE in Section B, Clause B.2, is hereby increased by \$26,000.00; from \$1,840,025,172.98 to \$1,840,051,172.98.**

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) <b>Cloette B. Reid, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>12-5-05</b>



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES <b>1</b>   <b>2</b>
2. AMENDMENT/MODIFICATION NO. <b>A114</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. <b>27-06RL14047.003</b>	5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY CODE <b>U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>		7. ADMINISTERED BY <i>(If other than item 6)</i> CODE		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>			(✓)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC27-99RL14047</b>
			10B. DATED (SEE ITEM 13) <b>September 30, 1999</b>	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*  
**See attached detail on Page 2 – Increase \$40,070,000.00**

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

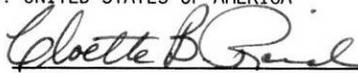
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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: See continuation page(s)
✓	D. OTHER <i>(Specify type of modification and authority)</i> <b>Contract Clause B.2, "Obligation of Funds"</b>

E. IMPORTANT: Contractor  is not,  is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

**The amount of funds obligated by DOE in Section B, Clause B.2, is hereby increased by \$40,070,000.00; from \$1,840,051,172.98 to \$1,880,121,172.98.**

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 <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> <b>Cloette B. Reid, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED <b>10-5-05</b>
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

**Financial Plan Report - Detail**  
 RL14047 - CH2M Hill Corp.

Rpt Entity	Fund	Leg	Obj	Local	Legacy B&R	Class	Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
421201	01250	TP	1110459	EW1001203	25400	0420159	0001539	00000000			0.00	0.00	30,000.00	30,000.00	30,000.00
<i>AY 2006 - Increase Telephone Services, OPTL, CACN 502106</i>															
421201	01250	TP	1110462	EW1001206	25400	0420134	0001539	00000000			0.00	26,000.00	40,000.00	66,000.00	66,000.00
<i>AY 2006 - Increase funding, correspondence control, CACN 502104, cost center OPCR</i>															
<b>Total for Program Parent: EW1000000</b>															
421201	01250	TP	1110909	EY7144141	25400	0420118	0001481	00000000			0.00	26,000.00	70,000.00	96,000.00	96,000.00
<i>AY 2006 - 11/22/05 - Added funds of \$15M to CH2M HILL. 11/29/05 - Added funds of \$7,655,000.00 for a total of \$40M in funding for November.</i>															
<b>Total for Program Parent: EY7144050</b>															
Total for Fund Type: TP															
Total for Recipient Code: RV															
<b>Total for Reporting Entity: 421201</b>															
Total for RL14047 - CH2M Hill Corp.															

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. <b>M115</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	CODE	7. ADMINISTERED BY (If other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC27-99RL14047</b>	
			10B. DATED (SEE ITEM 13) <b>September 30, 1999</b>	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
N/A

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

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).	
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Contract Clause 1.65 - Changes - Cost Reimbursement (AUG 1987) - Alternate II (APR 1984)</b>	
D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign and return 3 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

1. The purpose of this modification is to revise Performance Based Incentive (PBI) Number 3, Revision No. 2, dated June 30, 2004.
  - a. Element number 7 is inserted into this PBI, description and other information follows.
  - b. Element number 7 is a stand-alone, fee bearing milestone, not subject to the Desired Endpoint/Outcome, Fee Payment Schedule, Fee Bearing Milestones, Government Furnished Services/Items (GFS/I), Commitments, or Definitions, as integrated into the PBI Number 3 document.

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) <i>D.B. Cartmell, Vice President and CFO</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Cloette B. Reid, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>12/15/05</i>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>12-15-05</i>

- c. This modification does not increase the contract value. Funding for this PBI fee element modification is included in the ceiling price of the existing contract.
2. Contractor will be paid incremental fee in accordance with Contract Clause H.2.
3. This PBI is provided in partial consideration for the Contractor's requests for equitable adjustment submitted under Contractor letters number CH2M-0503352, -0503342, and 0503385 and all referenced correspondence therein. Reallocation of fee from the existing fee pool to provide for the incremental fee identified below shall be accomplished as part of the resolution of those equitable adjustments.
4. Fee Bearing Milestone number 7 follows:

**Fee Bearing Milestones**

7. Remote Water Lance (RWL) technology development for hard heel wastes.  
Performance Fee: \$500,000.

Retrieve Single-Shell Tank waste in accordance with HFFACO requirements. Completion of items 'a' and 'b' below will entitle Contractor to incremental fee payments.

"Demonstrate the Remote Water Lance technology" shall mean operations of the RWL utilizing installed retrieval equipment in accordance with the contractor-approved test plan to retrieve the maximum amount of waste in accordance with the HFFACO retrieval requirements.

"Limits of Technology" shall be determined by the Contractor in accordance with the Contractor-approved procedure with ORP concurrence that the limits of technology have been met in accordance with HFFACO.

"Major Equipment Failure" shall be limited to the Remote Water Lance system.

- a. Demonstrate the Remote Water Lance technology in conjunction with existing retrieval technology to retrieve to the limits of the technology or major equipment failure of the developmental Remote Water Lance.
- b. Complete and issue a technology development report for the RWL test, operational considerations and future applications.
  1. General arrangement diagrams
  2. System description
  3. Cost, schedule and technical performance for the RWL development and operations.
  4. Summary of waste removal and residual tank volume including calculations.
  5. Retrieval technology performance documentation.
  6. Discuss feasibility/viability of RWL technology, the feasibility of further development and estimated for developmental and operational costs.
  7. Evaluation of the application and benefit of the technology to the removal of tank waste.

8. Opportunities and recommended actions to refine or develop this or related tank waste technologies, based on lessons learned.
9. Recommendations for further actions and proposed schedule(s).

The Contractor will earn \$500,000 of incremental fee only at completion of milestones 'a' and 'b' above. No provisional fee will be paid.

5. All other terms and conditions of this contract remain the same.

2. AMENDMENT/MODIFICATION NO. <b>M116</b>	3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	7. ADMINISTERED BY (If other than Item 6) <b>Cloette B. Reid 509-373-6140 Cloette_b_reid@orp.doe.gov</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>	9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-99RL14047</b> <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)  <b>October 1, 1999</b>
--	---

CODE	FACILITY CODE	<b>11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

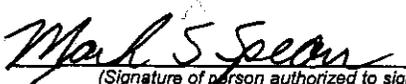
- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b). |
| <input checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:<br><b>Contract Clause 1.65, FAR 52.243-2 Changes-Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)</b>                     |
| <input type="checkbox"/>            | 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.)

See following page(s)

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) <b>Edward S. Aromi, President and Chief Executive Officer</b>	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Cloette B. Reid, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED <b>2/8/06</b>
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>2-8-06</b>

The Contract is hereby modified as follows:

A. Under Section J, APPENDIX D – PERFORMANCE BASED INCENTIVES the following modifications are made:

- PBI 2-1.l Modified as follows: ~~The Contractor shall earn \$2,000,000 in incremental fee for completion of Project W-211 AZ-102 retrieval system construction, except mixer pumps installation.~~ The sum of \$2,000,000 in incremental fee was made available for completion of Project W-211 AZ-102 retrieval system construction, except mixer pumps installation. This work was partially deleted. The final fee value remains \$2,000,000 and the Contractor's final fee earnings for this element are \$768,000 – with the remaining fee of \$1,232,000 permanently unearned and will not be further reapplied or reallocated to other incentives.
- PBI 2-1.m Modified as follows: ~~The Contractor shall earn \$1,750,000 in incremental fee for completion of Project W-211 higher risk construction tasks for the AY-102 retrieval system.~~ The sum of \$1,750,000 in incremental fee was made available for completion of Project W-211 higher risk construction tasks for the AY-102 retrieval system. This work was partially deleted. The final fee value remains \$1,750,000 and the Contractor's final fee earnings for this element are \$315,000 – with the remaining fee of \$1,435,000 permanently unearned and will not be further reapplied or reallocated to other incentives.
- PBI 3.1 Heading value is modified to read "Performance Fee ~~\$4,000,000~~ \$3,000,000
- PBI 3-1.b Modified as follows: ~~Complete interim closure of S-112 and earn \$1,000,000 of the above performance fee.~~ The sum of \$1,000,000 in incremental fee was made available to complete interim closure of S-112. This work was changed. The fee value and the Contractor's final fee earnings for this element are \$500,000 – with the remaining fee of \$500,000 reallocated to PBI 3.7 by Modification No. M115.
- PBI 3-1.d Modified as follows: ~~Complete interim closure of S-102 and earn \$1,000,000 of the above performance fee.~~ The sum of \$1,000,000 in incremental fee was made available to complete interim closure of S-102. This work was changed. The fee value and the Contractor's final fee earnings for this element are \$500,000 – with the remaining fee of \$500,000 reallocated to PBI 5.
- PBI 3.2 Heading value is modified to read "Performance Fee ~~\$5,300,000~~ \$4,800,000
- PBI 3-2.b Modified as follows: ~~Complete demonstration interim closure of C-106 and earn \$1,000,000 of the above performance fee.~~ The sum of \$1,000,000 in incremental fee was made available to complete demonstration interim closure of C-106. This work was changed. The fee value and the Contractor's final fee earnings for this element are \$500,000 – with the remaining fee of \$500,000 reallocated to PBI 5.
- PBI 3.3 Heading value is modified to read "Performance Fee ~~\$13,375,000~~ \$12,875,000
- PBI 3-3.d Modified as follows: ~~Interim close five (5) additional single shell waste tanks by 09/30/06 and earn \$200,000 of incremental performance fee for each tank (\$1,000,000 of the above performance fee).~~ The sum of \$1,000,000 in incremental fee was made available to close five (5) additional single-shell waste tanks by 09/30/06 (\$200,000 each). This work was changed. The fee value and the Contractor's final fee earnings for this element are \$500,000 – with the remaining fee of \$500,000 reallocated to PBI 5.

PBI 4-1

Heading value is modified to read "Performance Fee ~~\$8,300,000~~\$7,300,000

Modified as follows:

~~The Contractor will earn \$8,300,000 in incremental fee for the following fee-bearing milestones that support removal and treatment of TRU sludge that can be removed from the tanks, treated, characterized, and disposed of as non high-level waste (HLW):~~

- ~~a. Deleted.~~
- ~~b. Complete procurement and receive B-200s vacuum retrieval system and associated vacuum masts and earn \$825,000 of the above performance fee (fee to be earned as provisional until completion of Item f.).~~
- ~~c. Complete procurement and receive T-200s vacuum retrieval system and associated vacuum masts and earn \$825,000 of the above performance fee (fee to be earned as provisional until completion of Item f.).~~
- ~~d. Complete procurement and receive TRU HVAC skid and earn \$750,000 of the above performance fee (fee to be earned as provisional until completion of Item f.).~~
- ~~e. Complete procurement and receive TRU dryer skid and earn \$1,250,000 of the above performance fee (fee to be earned as provisional until completion of Item f.).~~
- ~~f. Complete cold operational acceptance testing of the TRU treatment system offsite and earn \$1,000,000 of the above performance fee (fee to be earned as incremental).~~
- ~~g. Complete removal, treatment, and packaging of 100K gallons of TRU tank waste (in tank volume) for shipment to the Waste Isolation Pilot Plant and earn \$1,250,000 of the above performance fee (fee to be earned as incremental).~~
- ~~h. Complete removal, treatment, and packaging of 100K gallons of TRU tank waste (in tank volume) for shipment to the Waste Isolation Pilot Plant and earn \$1,200,000 of the above performance fee (fee to be earned as incremental).~~
- ~~i. Complete removal, treatment, and packaging of 84K gallons (or to completion of retrieval of B-200s and T-200s) TRU tank waste (in tank volume) for shipment to the Waste Isolation Pilot Plant and earn \$1,200,000 of the above performance fee (fee to be earned as incremental).~~
- ~~j. Incremental acceleration fee of \$1,200,000 shall be paid to the contractor for each 100,000 gallons (in tank volume) of additional tank waste that is retrieved and treated. Additional wastes can be either TRU type materials or LAW type materials, with no restrictions on the balance between the waste types making up each 100,000 gallon increment.~~

Of the total fee value of \$8,300,000; the sum of \$1,000,000 is reallocated to PBI 5 and the total incremental fee is reduced to \$7,300,000 for the following fee bearing milestones that support removal and treatment of TRU sludge that can be removed from the tanks, treated, characterized, and disposed of as non high-level waste (HLW):

- a. Deleted.
- b. Complete procurement and receive B-200s vacuum retrieval system and associated vacuum masts. Final fee value and final incremental fee earnings \$825,000.
- c. Complete procurement and receive T-200s vacuum retrieval system and associated vacuum masts. Final fee value and final incremental fee earnings \$825,000.

- d. Complete procurement and receive TRU HVAC skid and earn \$750,000 of the above performance fee as incremental. Final fee value and final incremental fee earnings \$825,000.
- e. Complete procurement and receive TRU dryer skid and earn \$1,250,000 of the above performance fee as incremental. Final fee value and final incremental fee earnings \$1,250,000.
- f. Complete cold operational acceptance testing of the TRU treatment system offsite.
- g. Complete removal, treatment, and packaging of 100K gallons of TRU tank waste (in tank volume) for shipment to the Waste Isolation Pilot Plant (WIPP).
- h. Complete removal, treatment, and packaging of 100K gallons of TRU tank waste (in tank volume) for shipment to WIPP.
- i. Complete removal, treatment, and packaging of 84K gallons (or to completion of retrieval of B-200s and T-200s) TRU tank waste (in tank volume) for shipment to WIPP.
- j. Acceleration fee of \$1,200,000 for each 100,000 gallons (in tank volume) of additional tank waste that is retrieved and treated. Additional wastes can be either TRU type materials or LAW type materials, with no restrictions on the balance between the waste types making up each 100,000 gallon increment.

Final fee earnings on a. through e. above is \$3,650,000 in incremental fee. Final fee earnings in consideration of partial work completion on f. through j. above is \$1,328,625. The remaining fee of \$2,321,375 is permanently unearned and will not be further reapplied or reallocated to other incentives."

PBIs 5 & 6

Two new PBI Incentives are created as follows:

PBI 5 – Closure Mission Advancement for a total value of \$1,300,000

PBI 6 – Maintain Operability and Integrity of Tank Farm Systems for a total value of \$1,200,000.

These PBIs and associated completion criteria are attachments to this modification.

B. Contractor's Statement of Release.

In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's requests for equitable adjustment, as follows:

- CH2M HILL letter CH2M-0501322 dated April 29, 2005
- CH2M HILL letter CH2M-0501775 dated June 8, 2005
- CH2M HILL letter CH2M-0502020 Reissue dated July 5, 2005
- CH2M HILL letter CH2M-0503331 dated November 9, 2005
- CH2M HILL letter CH2M-0503352 dated November 10, 2005
- CH2M HILL letter CH2M-0501775 Reissue dated January 5, 2006

the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the above requests for equitable adjustment.

**PBI-5**

**Performance Based Incentive (PBI) Title: Closure Mission Advancement**

**Performance Fee available and assigned to this PBI: \$1,300,000**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>CH2M Manager:</b>	<b>CH2M POC:</b>
T. Smith	D. Noyes	V. Pizzuto	V Pizzuto

**Desired Endpoint/Outcome**

Complete remedial corrective actions, that support closure mission advancement, and meet and/or exceed requirements established in the Hanford Federal Facility Agreement and Consent Order (HFFACO) or Tri-Party Agreement M-45 and M-48 series milestones.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid either provisional fee or incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee." Whether a milestone entitles Contractor to provisional fee or incremental fee is set forth in the milestone discussions contained herein.

**Fee Bearing Milestones**

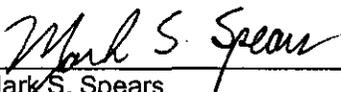
1. Develop, demonstrate and implement RCRA Corrective Action Field Activities associated with Hammer-Direct Push Technology and Temporary Barrier performance baseline data collection. The Contractor shall earn \$300,000 of incremental fee at the completion of milestones a, b, and c, below.

"Demonstrate" is defined as acquiring the capability to perform geophysical logging and soil sample collection to at least 110' depth using vertical pushes and angle drives.

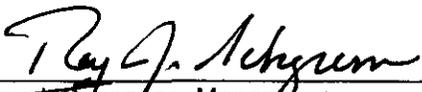
- a. Demonstrate hydraulic hammer/direct push technology for vertical and angle vadose zone pushes with soil data collection capabilities.
  - b. Complete the near-surface vadose zone characterization utilizing the hydraulic hammer/direct push technology as per M-45-55 work plans which shall include geophysical logging of 40 direct push probes and obtaining 20 shallow soil samples using direct push technology for geochemical analysis.
  - c. Install two moisture measuring arrays at T Farm. The arrays shall be sufficient to collect data to establish a moisture baseline.
2. Develop and demonstrate performance of Surface Geophysical Exploration (SGE) technology in accordance with a demonstration test plan approved by ORP for T and S Tank Farms to produce a SGE performance assessment report detailing the capability of the technology to identify contamination sources, estimates of contamination volumes and inventories, and recommended conceptual model improvements. The Contractor shall earn \$600,000 of incremental performance fee at the completion of the performance assessment report.

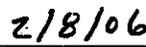
3. Meet M-48-07 Requirements for the Medium and High Risk DST Waste Transfer System. Complete isolation of components to be removed from service in accordance with the final plan for work to be completed within FY06. The contractor shall earn \$200,000 of incremental fee at the completion of milestones a, and b, below.
  - a. Complete intrusion prevention of high and medium risk components. The specific list of facilities shall be directed by DOE based on a technical recommendation from the Contractor. Extent of physical work shall be based on potential for intrusion and approved by ORP.
  - b. Conduct liquid level assessments and video observation of three facilities (241-AX-IX, 241-AX-151, and 241-BY-ITS-2) per plans developed under Milestone M-23-26.
4. Meet FFCA requirements for the Stack Isolations. Complete isolation of components to be removed from service in accordance with the final plan for work to be completed within FY06. The six stacks to be isolated (including CR Vault) in accordance with FFCA requirements are: 296-P-16, 296-A-25, 296-C-05, 296-B-28, 296-T-18, and 296-S-22. The Contractor shall earn \$200,000 of incremental fee at the completion of these six stack isolations.

**Signature Block**

  
\_\_\_\_\_  
Mark S. Spears  
Chief Operating Officer  
CH2M HILL Hanford Group, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roy J. Schepens, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria**  
**PBI-5 Closure Mission Advancement**

1. Develop, demonstrate and implement RCRA Corrective Action Field Activities associated with Hammer-Direct Push Technology and Temporary Barrier performance baseline data collection. This activity is to demonstrate technology that has the potential of providing a significant cost savings in the completion of field investigations studies.

"Demonstrate hydraulic hammer/direct push technology" is defined as acquiring the capability to perform geophysical logging and soil sample collection to at least 110' depth using vertical pushes and angle drives.

- a. Demonstrate hydraulic hammer/direct push technology for vertical and angle vadose zone pushes with soil data collection capabilities.
    - Completion: The demonstration of the technology by the obtaining of samples at depth.
  - b. Complete the near-surface vadose zone characterization utilizing the hydraulic hammer/direct push technology as per M-45-55 work plans which shall include geophysical logging of 40 direct push probes and obtaining 20 shallow soil samples using direct push technology for geochemical analysis.
    - Completion: Samples collected per work plan and report of the analytical result.
  - c. Install 2 moisture measuring arrays at T Farm. The arrays shall be sufficient to collect data to establish a moisture baseline.
    - Completion: Documented installation and operation of two system including verification that the moisture array is data.
2. Develop and demonstrate performance of Surface Geophysical Exploration (SGE) technology in accordance with a demonstration test plan approved by ORP for T and S Tank Farms to produce a SGE performance assessment report detailing the capability of the technology to identify contamination sources, estimates of contamination volumes and inventories, and recommended conceptual model improvements.
    - Completion: An SGE performance assessment report submitted to DOE detailing the capability of the technology to identify contamination sources, estimates of contamination volumes and inventories, and recommended conceptual model improvements.
3. Meet M-48-07 Requirements for the Medium and High Risk DST Waste Transfer System. Complete isolation of components to be removed from service in accordance with the final plan for work to be completed within FY06.
    - a. Complete intrusion prevention of high and medium risk components. The detailed intrusion prevention scope and specific list of components shall be approved by DOE based on a technical recommendation from the contractor.
      - Completion: Documented completion of scope for the approved list of components.

- b. Conduct liquid level assessments and video observation of three facilities (241-AX-IX, 241-AX-151, and 241-BY-ITS-2) per plans developed under Milestone M-23-26.
  - Completion: Documentation of the liquid level based on physical measurement of liquid volumes and video assessment of tank interior where access is possible.
4. Meet FFCA requirements for the Stack Isolations. The six stacks to be isolated (including CR Vault) in accordance with FFCA requirements are: 296-P-16, 296-A-25, 296-C-05, 296-B-28, 296-T-18, and 296-S-22.
  - Completion: Documentation of the isolation of the stacks consistent with the FFCA.

**PBI-6**

**Performance Based Incentive (PBI) Title: Maintain Operability and Integrity of Tank Farm Systems**

**Performance Fee available and assigned to this PBI: \$1,200,000**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>CH2M Manager:</b>	<b>CH2M POC:</b>
T. Smith	D. Noyes	V. Pizzuto	V Pizzuto

**Desired Endpoint/Outcome**

The Double-Shell Tank (DST) storage, transfer, ancillary systems, and facilities will be ready to support the ongoing retrievals and be maintained to support future Waste Treatment and Immobilization Plant (WTP) and supplemental treatment systems operations in support of the closure mission.

**Fee Payment Schedule**

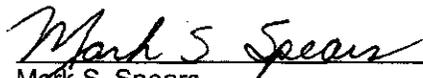
Upon completion of each fee bearing milestone set forth herein, Contractor will be paid either provisional fee or incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee." Whether a milestone entitles Contractor to provisional fee or incremental fee is set forth in the milestone discussions contained herein.

**Fee Bearing Milestones**

1. Complete Transfer System Integrity Assessment including valve pits, and transfer lines. The Contractor shall earn \$200,000 of incremental fee at the completion of milestones a, and b, below.
  - a. Complete AP Valve Pit and AP-02D Pit. Complete Integrity Assessment, Painting and Inspection. Issue Pit Integrity Report. (i.e., same as W-314 pit work, approximately 4X typical pit for AP Valve Pit).
  - b. Pressure Test 18 Transfer Line Encasements including transfer line SN-261 (i.e. Transfer line from AW-101 to AW-A valve pit. Completion documented by transmittal of a letter to ecology.
2. Complete Double Shell Tank (DST) Integrity Testing including DST Ultrasonic Testing (UT), and Video Examination (VE). Complete UT and VE of three DSTs (AN-107, AY-102, and AW-103) in accordance with TPA Milestone M-48-15. The Contractor shall earn \$300,000 of incremental fee at the completion of testing.
3. Assure integrity of DSTs by managing effective chemistry control programs through lab testing, in-tank application of corrosion probes, and caustic additions to maintain waste within corrosion control specifications. The Contractor shall earn \$100,000 of incremental fee at the completion of milestones a, b, and c, below.
  - a. Complete applicable corrosion control lab testing for AN-107 chemistry optimization.
  - b. Design, procure, and install and test multifunction corrosion probe for replacing an existing probe in tank AN-107. Completion documented at the end will certify installation.
  - c. Upgrade AN-102 caustic mixing system (i.e., electrical and instrumentation) to support completion of TSR recovery actions scheduled for FY-07.

4. Complete development of and maintain the Cross Site Transfer Line (CST). Complete upgrades required to support cross-site transfer (SY-101 to AP-107) and support transfer from SY-102 to SY-101. The Contractor shall earn \$200,000 of incremental fee at the completion of milestones a, b, and c, below.
  - a. Perform leak checks in the following pits to support transfers AN106 to AW106 and cross site transfer: AN-A, AN-01-A Pump Pit, AZ-Valve Pit, AP-02-D Pit, and AP-02-A Pit
  - b. Perform pressure test on SN-285 (SY-102 to SY-A Valve Pit) in support of cross site transfer.
  - c. Perform one cross-site transfer from SY-101 to AP farm and a transfer from SY-102 to SY-101 and provide total volumes transferred into east area DST system. At the completion of the SY-102 transfer there shall be less than 210 inches of waste in SY-102.
  
5. Operate the evaporator as a key component of the transfer and treatment system for tank farms. The Contractor shall earn \$400,000 of incremental fee at the completion of milestones a, b, and c, below.
  - a. Complete training and certification to qualify operators on evaporator operations.
  - b. Complete a cold facility run to maintain facility readiness for operations.
  - c. Complete a hot facility run to process the maximum amount of waste allowed by the parameters determined by process engineering.

**Signature Block**



Mark S. Spears  
Chief Operating Officer  
CH2M HILL Hanford Group, Inc.

2/8/06

Date



Roy J. Schepers, Manager  
U.S. Department of Energy, Office of River Protection

2/8/06

Date

**Completion Criteria**  
**PBI-6 Maintain Operability and Integrity of Tank Farm Systems**

1. Complete Transfer System Integrity Assessment including valve pits, and transfer lines.
  - a. Complete AP Valve Pit and AP-02D Pit. Complete Integrity Assessment, Painting and Inspection. Issue Pit Integrity Report. (i.e., same as W-314 pit work, approximately 4X typical pit for AP Valve Pit).
    - Work scope/completion criteria: The construction completion documents, Section IIb, "Completion of Exceptions," will be completed and approved by the contractor, including operations.
  - b. Pressure Test 18 Transfer Line Encasements including transfer line SN-261 (i.e. Transfer line from AW-101 to AW-A valve pit).
    - Completion Criteria: Pressure testing will be performed on a minimum of 18 transfer lines that will be used in the near future to support continuity of operations and retrieval (TPA Milestone M-48-14). Completion will be documented by a letter transmitted to Ecology showing the integrity of the transfer line encasements. Transfer line SN-261 must be tested because there is only one transfer line from AW-101 and it supports actions from the emergency pumping guide.
2. Complete Double Shell Tank (DST) Integrity Testing including DST Ultrasonic Testing (UT), and Video Examination (VE). Complete UT and VE of three DSTs (AN-107, AY-102, and AW-103) in accordance with TPA Milestone M-48-15.
  - Completion: Provide the Independent Qualified Registered Professional Engineer (IQRPE) with videos and test results to complete the Integrity Assessment. M-48-15 criteria shall be met including: The extent of the UT needs to be 30 inch vertical spans from two 24 inch risers, at least 20 feet of adjacent vertical weld,. 20 ft length circumferential scan of weld joining lower knuckle and lower vertical #5 plate, circumferential scan of liquid-air interface. Completion documented by transmittal of report to Ecology that meets the M-48-15 requirements..
3. Assure integrity of DSTs by managing effective chemistry control programs through lab testing, in-tank application of corrosion probes, and caustic additions to maintain waste within corrosion control specifications.
  - a. Complete applicable corrosion control lab testing for AN-107 chemistry optimization.
    - Completion Criteria: Completion will be determined by contractor acceptance of the test results provided by the lab.
  - b. Design, procure, and install and test multifunction corrosion probe for replacing an existing probe in tank AN-107.
    - Completion criteria - Completion documentation will be provided that includes the test results verifying operability of the system.

- c. Upgrade AN-102 caustic mixing system (i.e., electrical and instrumentation) to support completion of TSR recovery actions scheduled for FY-07.
  - Work scope/completion criteria: The construction completion documents, Section IIb, "Completion of Exceptions," will be completed and approved by the contractor, including operations.
4. Complete development of and maintain the Cross Site Transfer Line (CST). Complete upgrades required to support cross-site transfer (SY-101 to AP-107) and support transfer from SY-102 to SY-101.
  - a. Perform leak checks in the following pits to support transfers AN106 to AW106 and cross site transfer: AN-A, AN-01-A Pump Pit, AZ-Valve Pit, AP-02-D Pit, and AP-02-A Pit.
    - Work scope/completion criteria: The work package shall be signed by operations that the jumpers installed had no visual leakage during the leak check.
  - b. Perform pressure test on SN-285 (SY-102 to SY-A Valve Pit) in support of cross site transfer.
    - Completion Criteria: Pressure test results and acceptance by operations will be documented as a pre-requisite to the operating procedure.
  - c. Perform one cross-site transfer from SY-101 to AP farm and a transfer from SY-102 to SY-101 prior to June 1, 2006 and provide total volumes transferred into east area DST system.
    - Completion Criteria: At the completion of the SY-102 transfer there shall be less than 210 inches of waste in SY-102 or a loss of pump suction on the SY-102 transfer pump due to insufficient height in SY-102. The transfer must be completed prior to the operational life of the Hose in Hose Transfer Line from SY-101 expiring on June 1, 2006.
5. Operate the evaporator as a key component of the transfer and treatment system for tank farms.
  - a. Complete training and certification to qualify operators on evaporator operations.
    - Completion Criteria: Complete OJT training and final certification for individuals that completed the last operator classroom training. Maintain proficiency for operators/shift personnel previously qualified on the evaporator. Maintain number of qualified operators and shift personnel to support continued operations of the evaporator. This will be documented by qualifications that meet the requirements of a staffing plan.
  - b. Complete a cold facility run to maintain facility readiness for operations.
    - Workscope: Complete key upgrades and maintenance activities for the 242-A Evaporator. Maintenance actions that include; Eliminate excessive fire load in the evaporator building prior to the next evaporator campaign; Complete ventilation system HEPA filter maintenance. Issue a formal operating procedure documenting 242-A Evaporator equipment that must be operable for Campaign Operations.
    - Completion Criteria: Complete DSA change that reflects the Fire Hazards Analysis and remove combustibles from the evaporator to meet the FHA requirements. The completion

of the removal of combustibles and completion of maintenance to support evaporator operability will be documented in the completion of the procedure prerequisites.

- c. Complete a hot facility run to process the maximum amount of waste allowed by the parameters determined by process engineering.
  - **Workscope:** Complete key upgrades and maintenance activities for the 242-A Evaporator. Maintenance includes completion of pressure testing of the slurry line SL-167 encasement from the evaporator to AW-B Pit since it has a low point. Ecology has required that this line be pressure checked before it is used again. Clean-out-boxes 4, 6, 8, and 30 shall be backfilled to provide radiological shielding of transfer piping before an evaporator campaign. Process waste in accordance with the Process Control Plan.
  - **Completion Criteria:**
    - (1) The amount of waste that will be processed will be determined by the process control plan (e.g. specific gravity goal and limits on the amount of waste removed from AW-102). Amount of waste processed will be maximized within the process parameters and will not be determined by equipment failure. Pressure test results and acceptance by operations will be documented as a pre-requisite to the operating procedure.
    - (2) A letter will be transmitted to Ecology documenting the test results of the SL-167 pressure test prior to performing the hotrun of the evaporator.
    - (3) For COBs 4, 6, 8, and 30, completion will be documented by acceptance by operations as complete as documented in the Construction Completion Documentation and housekeeping shall be accepted by the federal project manager as completed.

Enclosure  
to 06-OPA-018

Modification No. A117

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO.  
**A117**

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.  
**27-06RL14047.004**

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

**U. S. Department of Energy  
Office of River Protection  
P. O. Box 450, MS H6-60  
Richland, WA 99352**

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

**CH2M HILL Hanford Group, Inc.  
P.O. Box 1500  
Richland, WA 99352**

(✓) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

**DE-AC27-99RL14047**

10B. DATED (SEE ITEM 13)

**September 30, 1999**

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

is extended,

is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**See attached detail on Page 2 – Increase \$99,900,000.00**

**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:  
See continuation page(s)
- ✓ D. OTHER (Specify type of modification and authority)  
**Contract Clause B.2, "Obligation of Funds"**

E. IMPORTANT: Contractor  is not,  is required to sign and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**The amount of funds obligated by DOE in Section B, Clause B.2, is hereby increased by \$99,900,000.00; from \$1,880,121,172.98 to \$1,980,021,172.98.**

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)

**Cloette B. Reid, Contracting Officer**

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

*Cloette B. Reid*  
(Signature of Contracting Officer)

2-1-06

# Financial Plan Report - Detail

Rpt Entity	Fund Leg	FT Program	Legacy B&R	Obj. Class	Local Use	Project WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	Change	Revised	Total Available
421201	01250	TP	1110459	EW1001203	25400	0420136	0001539	0000000	0.00	200,000.00	200,000.00	200,000.00
AY 2006 - \$200K for Desktop Support 1/12/06 CTH												
Total for Program Parent: EW1000000												
421201	01250	TP	1110909	EY7144141	25400	0420118	0001481	0000000	0.00	200,000.00	200,000.00	200,000.00
AY 2006 - FY 2006 incremental funding for CH2M HILL's operating expense. 1/20/06 CTH												
421201	01250	TP	1110909	EY7144141	32002	0420658	0001481	0000000	0.00	1,676,500.00	1,676,500.00	1,676,500.00
AY 2006 - Estimated FY 2006 annual funds for Project W-211. 1/20/06 CTH												
421201	01250	TP	1110909	EY7144141	32002	0420659	0001481	0000000	0.00	2,866,000.00	2,866,000.00	2,866,000.00
AY 2006 - Estimated FY 2006 annual funds for Project W-314. 1/20/06 CTH												
Total for Program Parent: EY7144050												
Total for Fund Type: TP												
Total for Recipient Code: RV												
Total for Reporting Entity: 421201												
Total for RL14047 - CH2M Hill Corp.												

2. AMENDMENT/MODIFICATION NO. <b>M118</b>	3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	7. ADMINISTERED BY (If other than Item 6) <b>Cloette B. Reid 509-373-6140 Cloette_b_reid@orp.doe.gov</b>
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-99RL14047</b>
		10B. DATED (SEE ITEM 13) <b>October 1, 1999</b>
CODE	FACILITY CODE	

**11. THIS ITEM 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH 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 ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**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.)

See following pages

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Cloette B. Reid, Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Cloette B. Reid</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>2-2-06</b>
_____ (Signature of person authorized to sign)			

The Contract is hereby modified as follows:

A. Under Section J, APPENDIX K – SPECIAL BANK ACCOUNT AGREEMENT the following modification is made:

This Modification adds the attached Special Bank Account Agreement Modification Number 3 and adds a replacement to Section J, Appendix K, Special Bank Account Agreement. In Modification Number 3, the DOE extends the Special bank account Agreement in this contract through March 31, 2006, to make it consistent with the term of the Special Banking Agreement executed by the Battelle Memorial Institute on behalf of DOE and other Hanford site Contractors..

B. All other terms and conditions of this contract remain the same.

BATTELLE MEMORIAL INSTITUTE  
CONTRACT NO. 402794-A-C3

MODIFICATION NO. 3

SCHEDULE

I. RECITALS

This is a modification to Contract 402794-A-C3, between the contracting parties between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE) BATTELLE MEMORIAL INSTITUTE, corporation/legal entity existing under the laws of the State of Ohio (hereinafter referred to as the Recipient); and U.S. Bank, a banking corporation under the laws of the State of Washington located at Richland, Washington (hereinafter referred to as the Bank).

There is now in full force and effect between the parties a contract (Contract 402794-A-C3), entered into on October 1, 2000.

The parties to this contract desire to modify said contract by extending the contract completion date.

II. COVENANTS

1. COVENANTS, Section 7. shall be deleted and the following substituted therefor:

"This Agreement, with all its provision and covenants, shall be in effect beginning on the first day of October, 2000 and extending through the thirty-first day of March 2006."

2. It is understood and agreed that all other terms and conditions of Contract 402794-A-C3 shall remain unchanged.

III. SIGNATURES

By: U.S. DEPARTMENT OF ENERGY  
PACIFIC NORTHWEST SITE  
OFFICE

Ronnie Dawson

*Ronnie L. Dawson*

Title: Contracting Officer

By: BATTELLE MEMORIAL INSTITUTE

*Judith L. Mobley*

Judith Mobley

Title: Assistant Treasurer

Date: 01/10/06

Date: 1-6-06

By: U.S. BANK

*Gail Heinselman*

Gail Heinselman

Title: Vice President

Date: December 23, 2005

Enclosure  
to 06-OPA-040

Modification No. A119

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. <b>A119</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC27-99RL14047</b>
			10B. DATED (SEE ITEM 13) <b>September 30, 1999</b>
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See attached detail on following page(s) - Increase \$34,500.00

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:
✓ D. OTHER (Specify type of modification and authority) <b>Contract Clause B.2, "Obligation of Funds"</b>

E. IMPORTANT: Contractor  is not.  is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The amount of funds obligated by DOE in Section B, Clause B.2, is hereby increased by \$34,500.00; from \$ to \$1,880,121,172.98 to \$1,880,155,672.98. All other terms and conditions of this contract remain the same.

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) <b>Cloette B. Reid, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY <i>Cloette B. Reid</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>03-07-06</b>
(Signature of person authorized to sign)	

# Financial Plan Report - Detail

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Code	Fund Leg	Obj	Local	Legacy B&R	Class	Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available	
421101	01050	TF	1715283	LM0801000	25400	0420118	0000000	0000000	0000000		13,738.56	0.00	0.00	0.00	13,738.56	
Total for Program Parent: LM08000000											13,738.56	0.00	0.00	0.00	13,738.56	
Total for Fund Type: TF											13,738.56	0.00	0.00	0.00	0.00	13,738.56
421101	01250	TP	1110676	EY4049110	25400	0000000	0001530	0000000	0000000		2,878.75	0.00	0.00	0.00	2,878.75	
Total for Program Parent: EY40000000											2,878.75	0.00	0.00	0.00	0.00	2,878.75
Total for Fund Type: TP											2,878.75	0.00	0.00	0.00	0.00	2,878.75
421101	01150	TQ	1110462	EW1001206	25400	0420443	0001539	0000000	0000000		71.36	0.00	0.00	0.00	71.36	
421101	01150	TQ	1110464	EW1001208	25400	0420556	0001539	0000000	0000000		7,209.63	0.00	0.00	0.00	7,209.63	
Total for Program Parent: EW10000000											7,280.99	0.00	0.00	0.00	0.00	7,280.99
Total for Fund Type: TQ											7,280.99	0.00	0.00	0.00	0.00	7,280.99
421101	00912	YX	1721235	YN0100000	25400	0420641	0000000	0000000	0000000		-0.04	0.00	0.00	0.00	-0.04	
Total for Program Parent: YN01000000											-0.04	0.00	0.00	0.00	0.00	-0.04
Total for Fund Type: YX											-0.04	0.00	0.00	0.00	0.00	-0.04
421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0425010	6CC0013 IEWO FROM CB		0.00	0.00	14,500.00	14,500.00	14,500.00	
AY 2006 - IEWO #M26CC0013 \$14,500 VE Support provided by R. Harrington											0.00	0.00	14,500.00	14,500.00	0.00	14,500.00
421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0425009	M66WCHVM		0.00	0.00	20,000.00	20,000.00	20,000.00	
AY 2006 - IEWO #M66WCHVM \$20K VE Support provided by R. Harrington											0.00	0.00	20,000.00	20,000.00	0.00	20,000.00
421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421432	TSKM6420820		18,620.73	0.00	0.00	0.00	18,620.73	
421101	00911	YZ	1721311	YN1902000	25400	0000000	0000000	0421432	TSKM6420820		15,743.19	0.00	0.00	0.00	15,743.19	
Total for Program Parent: YN19010000											34,363.92	0.00	34,500.00	34,500.00	0.00	68,863.92
Total for Fund Type: YZ											34,363.92	0.00	34,500.00	34,500.00	0.00	68,863.92
Total for Recipient Code: RL											58,262.18	0.00	34,500.00	34,500.00	0.00	92,762.18
421101	01250	TP	1110668	EY3544145	00000	0000000	0001481	0000000	0000000		-22,385.35	0.00	0.00	0.00	-22,385.35	
421101	01250	TP	1110668	EY3544145	00000	0000000	0001525	0000000	0000000		22,385.35	0.00	0.00	0.00	22,385.35	
Total for Program Parent: EY35000000											0.00	0.00	0.00	0.00	0.00	0.00
Total for Fund Type: TP											0.00	0.00	0.00	0.00	0.00	0.00
Total for Recipient Code: RV											0.00	0.00	0.00	0.00	0.00	0.00
Total for Reporting Entity: 421101											58,262.18	0.00	34,500.00	34,500.00	0.00	92,762.18

# Financial Plan Report - Detail

RL14047 - CH2M Hill Corp.

Rpt Entity	Fund Code	Leg FT	Leg B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncoasted Obs	Previous	BA Change	Revised	Total Available
421201	01150	TQ	EW1001209	25400	0000000	0001540	0000000		54.58	0.00	0.00	0.00	54.58
									Total for Program Parent: EW1000000				
									Total for Fund Type: TQ				
421201	00911	YZ	YN1901000	25400	0000000	0000000	0425006	IWORL90805	54.58	0.00	0.00	0.00	54.58
									Total for Program Parent: YN1901000				
									Total for Fund Type: YZ				
									Total for Recipient Code: RL				
									291.06	0.00	0.00	0.00	291.06
									236.48	0.00	0.00	0.00	236.48
									236.48	0.00	0.00	0.00	236.48

OCT 02 2006

ENCLOSURE

06-AMD-080

“Signed Modification of Contract M120”

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 159
2. AMENDMENT/MODIFICATION NO. <b>M120</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	CODE	7. ADMINISTERED BY (If other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>			( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC27-99RL14047</b>	
				10B. DATED (SEE ITEM 13) <b>September 30, 1999</b>
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

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**

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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: <b>FAR 6.302-1 Only one responsible source and no other supplies or services will satisfy agency requirements</b>
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- A. Extend Contract No. DE-AC27-99RL14047 for a period of two years, effective October 1, 2006 through September 30, 2008.
- B. Update and replace all Sections of the Contract to represent the extension period scope of work, fee-earning opportunities on six new Performance Based Incentives, and all other requirements associated with the work scope on the Tank Farm Contract.
- C. All terms and conditions set forth in this modification are to be initiated beginning October 1, 2006.

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) <b>Mark S. Spears, President and Chief Executive Officer</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Roy J. Schepens, Head Contracting Authority</b>	
15B. CONTRACTOR/OFFEROR <i>MS Spears</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>9/26/06</b>	16B. UNITED STATES OF AMERICA BY <i>Roy J. Schepens</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>9/26/06</b>

**PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

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B.4	AVAILABILITY OF APPROPRIATED FUNDS.....	3

**PART I – THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SERVICES BEING ACQUIRED**

The Contractor shall be responsible for planning, managing, and executing the U.S. Department of Energy (DOE) Office of River Protection (DOE-ORP) River Protection Project (RPP) operations, projects, and other activities as described throughout all sections of this Contract.

**B.2 OBLIGATION OF FUNDS**

Pursuant to the Section I Clause entitled, *Obligation of Funds*, the total amount obligated by the Government with respect to the scope of this Contract is estimated to be **\$2,258,528,918.00** in total.

**B.3 ESTIMATED COST AND FEE**

The estimated cost of the Contract is the total Budget Authority (BA) DOE received for Tank Farms activities during the period of October 1, 1999, through September 30, 2000, (\$404,392,374.76), plus the estimated BA of \$2,328,700,000.00 for the period of October 1, 2000, through September 30, 2006, for an estimated total of \$2,733,092,374.76. Estimated budget authority for the period of October 1, 2006, through September 30, 2008, is **\$520,000,000.00**.

The estimated BA for fiscal year (FY) 2001 through FY 2006 as augmented by FY2007 and FY2008, is set forth in Table B-1. The BA includes Contractor Available Fee Pool, but excludes the DOE-controlled budgetary accounts, *Safeguards and Security Assessments, Headquarters Assessments, and DOE-ORP Support Accounts*.

BA set forth in Table B-1 is an estimate until the BA is formally provided to the Contractor at or near the beginning of each fiscal year.

If the estimated total BA for the baseline work for a fiscal year as set forth in Table B-1 varies from the actual funding by more than plus or minus 10%, or the complexity of the work scope changes significantly, the Contracting Officer may adjust the table (BA and Fee) for that year. The Fee adjustment will be based on the fee curves and fee policy contained in the U.S. Department of Energy Acquisition Regulations (DEAR).

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

**Table B-1**  
**Estimated Budget Authority for Fiscal Years 2001-2006**

	<b>FY01</b>	<b>FY02</b>	<b>FY03</b>	<b>FY04</b>	<b>FY05</b>	<b>FY06</b>	<b>TOTAL</b>
New BA Includes Fee	\$402.7*	\$355*	\$410*	\$386*	\$387*	\$388*	\$2,328.7*
Fee	\$19,760,849.	\$16,351,536.	\$16*	\$22*	\$20*	\$14*	\$108.1*
	<b>FY07</b>	<b>FY08</b>	<b>Total</b>				
New BA Includes Fee	\$262*	\$258*	\$520*				
Fee	\$12.375*	\$14.475*	\$26.850*				

\* Amounts stated in Millions of dollars.

**B.4 AVAILABILITY OF APPROPRIATED FUNDS**

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the United States Congress, which DOE may legally spend for authorized purposes. Any work performed beyond the funds obligated and/or performed without the written consent of the Contracting Officer shall be at the Contractor's own risk.

**PART I – THE SCHEDULE  
SECTION C  
STATEMENT OF WORK  
TABLE OF CONTENTS**

<b>Clause</b>	<b>Title</b>	<b>Page</b>
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**PART I – THE SCHEDULE  
SECTION C  
STATEMENT OF WORK**

**C.1 SUMMARY DESCRIPTION OF WORK**

The U.S. Department of Energy (DOE) Office of River Protection (DOE-ORP) River Protection Project (RPP) is composed of two major scopes of work performed by two separate contractors. CH2M HILL Hanford Group, Inc (hereafter referred to as the "Contractor") shall be responsible for planning, managing, and executing the Tank Farm Contract (TFC) projects, operations, and other activities as described in more detail in Section C.3, *River Protection Project - Technical Scope*, of this Statement of Work. The Hanford Waste Treatment and Immobilization Plant (WTP) contractor will design, construct and commence operations of the WTP for treating the tank farm waste.

The Contractor shall be responsible for interfacing and coordinating with other Hanford Site prime contractors in the performance of this work. The Contractor shall ensure that requirements for services it provides to other Hanford Site contractors, and receives from other site contractors are integrated with other Hanford Site contractors and provided for in the baseline. The Contractor shall establish appropriate arrangements with other Hanford Site prime contractors for the tasking of work. These arrangements shall anticipate the transition of existing Hanford Site prime contracts as the successor contracts are implemented.

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

- Maintain Tank Farms waste and infrastructure in a safe environmentally compliant and stable configuration.
- Retrieve tank wastes to the extent needed for tank closure and deliver to the WTP contractor for treatment and immobilization.
- The immobilized low-activity waste (ILAW) fraction will be properly disposed either onsite or offsite.
- The immobilized high-level waste (IHLW) fraction will be interim stored until it can be shipped offsite for disposal (planned for the Yucca Mountain geologic repository).
- Efficiently and cost effectively close all Hanford Tank Farms.

Success in achieving these outcomes shall consider the following factors:

- Protection of worker safety and health, public safety and health, and the environment;
- Leadership and management effectiveness (Operations Management);
- Management responsiveness to customers (Customer Service);
- Responsive communications with external and internal Hanford customers; and
- Proficient partnering with other Hanford Site prime contractors.

Specific performance objectives, measures, and expectations are detailed in Section J, Appendix D, *Performance Based Incentives*, and Section C.3, *River Protection Project – Technical Scope*.

The Contractor shall integrate safety and environmental awareness into all activities, including those of subcontractors at all levels consistent with Integrated Safety Management principles. Work must be accomplished in a manner that achieves high levels of quality, protects the environment, the safety and health of workers and the public, and complies with requirements. The Contractor shall identify hazards, manage risks, identify and implement good management practices, and make continued improvements in environment, safety, health, and quality (ESH&Q) performance.

The Contractor shall seek ways to streamline work processes by the use of necessary and sufficient standards and requirements. This includes requesting relief in the form of exemptions from requirements when appropriate, such as when the cost of the requirement will exceed its expected benefits.

The Contractor shall furnish, or cause to be furnished, all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government), and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and effective manner all necessary work set forth in this Contract.

This Contract is intended to perform work necessary to reduce the potential risk to the public and the environment from the tank waste stored on the Hanford Site. It is also intended to meet the DOE legal obligations and commitments in carrying out this work. This Contract will be changed as required to assure that applicable legal obligations and commitments will be met.

## C.2 MANAGEMENT WORKSCOPE

### (a) Project Management Planning

The Contractor shall implement and maintain an integrated project management system to support safe, efficient, and measurable progress. The project management system shall include the processes and implementing procedures necessary to plan, execute, and control all work to be performed under this Contract.

DOE will continuously seek to improve Project performance under this Contract, and will actively seek effective Contractor project management and execution. The project management system shall be structured to provide early and continuous identification of opportunities to improve Project performance.

- (1) Project Integration and Control: The Contractor is responsible to integrate and control the Tank Farm Project, and shall coordinate and integrate all project activities. As part of the project integration responsibilities, the Contractor shall develop a Tank Farm Project Management Plan (PMP), execute the plan, and coordinate changes to the plan across the Project in accordance with DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

The Contractor shall perform planning based on the requirements, interfaces, endpoint targets and performance objectives provided in DOE guidance and approved Performance Based Incentives (PBIs). This planning activity shall utilize systems engineering techniques assuring that the Contractor's workscope is integrated.

The Contractor shall support required revisions of the River Protection Project System Plan and other RPP strategic planning documents and will participate with other DOE prime contractors, regulators, stakeholders, and customers in strategic situation analysis, integrated baseline development discussions and issue definition, and resolution. This planning shall look beyond the period of this Contract to encompass the life-cycle of RPP projects.

- (2) Project Scope, Schedule, and Cost Baseline: The Contractor shall complete and maintain an integrated life-cycle baseline which reflects: (a) technical scope of work specified in this Contract, (b) project/program schedules with critical paths identified, and (c) a cost profile based on a resource-loaded schedule. The Contractor shall use industry-proven methodology, which will interface with DOE specific management information systems, in the preparation of this technical, schedule and cost baseline. The baseline shall be the basis for budget

development, input to risk analysis, and prioritization of work. The baseline shall be developed and implemented in the Contractor's management system and shall be linked to the WTP contractor baselines to provide an integrated RPP baseline. Specifically, the Contractor shall, as identified in the approved baseline scope, provide the following:

- (i) Organize the technical scope of work to be planned, managed, integrated, and reported using conventional project management techniques. The Contractor shall develop and use a Work Breakdown Structure (WBS), which will align with the DOE-ORP WBS.
- (ii) Implement a systems engineering process, which supports the management and integration of workscope activities. The Contractors' selected approach to systems engineering should be based on industry practices and should utilize a graded approach, as necessary.
- (iii) Develop and implement a risk management process utilizing a graded approach, which supports the management and integration activities under the authority of the Contract.
- (iv) Use a "graded approach" to determine applicable sets of requirements for use in design, management and operation of the individual facilities, and execution of projects and programs, with due consideration for industry standards, elimination of redundant requirements, value added, and the level of risk associated with each facility or program.
- (v) Incorporate the requirements of the *National Environmental Policy Act of 1969* (NEPA) into the planning process for activities covered in this Contract.
- (vi) Provide support to DOE-ORP planning and integration activities. Conduct studies and analyses of RPP/Hanford systems and information, which supports DOE-ORP internal and external management needs. The Contractor shall provide support in: 1) corporate strategic planning, 2) policy development, 3) management information systems, and 4) baseline management and reporting. Studies and analyses include identification and development in conjunction with DOE of breakthroughs that significantly improve baseline performance and lifecycle costs or improve work processes.
- (vii) Provide support for review of TFC planning and operations by both internal (DOE-ORP) and external (DOE-Headquarters, Inspector General, Defense Nuclear Facilities Safety Board, U.S Environmental Protection Agency, Washington State Department of Ecology, etc.) agencies. This will include resolution of issues and concerns following a review.
- (viii) The RPP baseline will be maintained, revised, and updated, if needed, annually. Following the WTP contractors submission of their Baseline Update, the Contractor shall perform an analysis of the integration of the WTP and TFC schedules and prepare an integrated River Protection Project (RPP) baseline. DOE-ORP will provide the Contractor with an electronic copy of the WTP baseline. The Contractor shall provide the supporting TFC baseline package to DOE-ORP each year, fully

integrated with the WTP contractor and supporting other Hanford contractor baseline packages.

Any changes to the Contractors current baseline shall be documented via a Baseline Change Request. The Contractor shall submit a risk assessment of the RPP Integrated Baseline.

(b) Project Management Execution

The Contractor is responsible to have systems which are managerially and financially in control for its own and other Hanford Site work as required by DOE. In furtherance of this, the Contractor shall:

- (1) Establish and maintain management systems to ensure that the Contract work is managed in an integrated project management system, as required by Section H, Clause H.8 *Project Controls*, to promote integration, enhance customer and stakeholder confidence, provide accurate and timely information for proactive decision-making, and ensure worker and public safety and protection of the environment. Systems and methodologies shall be established to identify, evaluate, and manage risks, and establish priorities based on project life-cycle considerations.
- (2) Obtain, integrate, analyze, report, and maintain appropriate and accurate TFC information to support DOE in the integration and management of the Hanford Site. This information includes, but is not limited to, data critical to effective management of the Hanford Site such as movement of wastes on or off the site, compliance with regulatory action assignments, or utilization of site services. The minimum reporting requirements are identified in Section F.3, *Reporting Requirements*.
- (3) Develop and maintain a management system, which reflects appropriate and accurate information to control, evaluate, and integrate project/mission management. This system shall reflect the following:
  - (i) Management, control, and reporting of technical, schedule, cost, and financial elements of the TFC life-cycle baseline and the supporting project execution plans, as required by Section H, Clause H.23 *Earned Value Management System*, including:
    - (A) Appropriate change control processes, which ensure documentation of all monitored elements of the baseline, are maintained up-to-date. This includes the configuration baseline of all technical systems and structures, and includes revision to the baseline and critical path as appropriate upon approval of changes. At a minimum the change control process shall implement the RPP baseline change thresholds in Section F, Table F-2,
    - (B) Tracking and measuring tools to provide DOE-ORP continual assessment of Contractor performance against the baseline;
    - (C) Tools which allow the evaluation of the consequences (technical, cost, and schedule) of new information, alternative activities, and/or new financial scenarios;

- (D) Estimating procedures based on commercial techniques, such as activity-based cost estimating and benchmarking against industry standards; and
  - (E) Cost accounting practices used for accumulating and reporting costs shall be consistent with those used in estimating costs for work under the Contract.
- (ii) Provide DOE-ORP with integrated financial, schedule, and critical path analysis, and activity tracking data to effectively manage the baseline(s) through automated reporting emphasizing performance measurements, change control, and trending data. This system shall support DOE ability to report direct and indirect costs in a manner satisfactory to DOE.
  - (iii) Maintain flexible information systems compatible with DOE information systems, including reporting, budget, and financial systems, and allow efficient data interchange among site contractors and DOE. This includes compatibility with DOE Integrated Planning, Accountability, and Budgeting System-Information System.
  - (iv) Create the ability to accommodate electronic transfer of data between a diverse set of hardware, software, and communications platforms. Use standard data definitions, time schedules, and rules for the provision of information to the Management Information System (MIS) to ensure accuracy and consistency. All data and information provided to DOE relating to the Contractor or the subcontractors shall be prepared using common and consistent definitions, principles, and methodologies (e.g., Full-Time Equivalent [FTE] employees).
  - (v) Use a centralized system of reporting unusual occurrences, near misses, environmental events, safety events, etc., and ensure that lessons learned from such occurrences are provided to DOE, the Contractor, and subcontractor workforces as defined in Section C.2.(d)(1)(e).
  - (vi) Maintain comprehensive management and technical oversight and corrective action programs, including tracking of issues and lessons-learned program effectiveness.
- (4) Establish an RPP configuration management system based on industry consensus standards, which with other management tools, such as change control, assures a sound technical basis for the TFC life-cycle baselines.
  - (5) Provide to DOE via a computerized file, periodic accounting entries regarding government property acquisitions, dispositions, and monthly depreciation charges. These entries shall provide consistent information and allow reconciliation of the Contractor's detailed property records.
  - (6) Participate in the management of interfaces between the Contractor and any other RPP or Hanford Site organization and provide ORP with information and notification on all interface activities. The Contractor shall provide the resources needed to fully participate in the interface management process for the RPP. The Contractor shall also fully participate in the preparation for interface management activities that may occur beyond the period of Contract performance.

Interface Documents will be developed and maintained to define interface agreements among the parties involved with the interfaces. The Contractor shall comply with the interface agreements reached with them and shall utilize the approved change control processes to obtain changes to the interface documents. The Contractor shall recognize the DOE role as "Owner" and as the final decision authority for any interface issues that are not resolved between the parties. Applicable interface document requirements associated with these agreements will also be incorporated into the TFC baseline.

- (7) Participate in the development of interfaces between the Contractor and WTP contractor to: 1) establish the physical and administrative interfaces, 2) develop any delivery requirements and acceptance criteria at the point of transition, 3) provide the necessary Contractor contributions to all Interface Control Documents that control each interface, and 4) provide necessary services and utilities.

The scope of the Contractor's participation and obligations described in this subparagraph (7) shall be set forth in a jointly developed Interface Management Plan (IMP) and Interface Control Documents (ICD) developed pursuant to the IMP. The IMP and ICDs will be referenced in Appendix O and will be used to establish Contractor's baseline performance obligations to ORP.

(c) Manage and Integrate Resources

The Contractor shall manage and integrate its resources for optimal achievement of outcomes set forth in Section C.1 above. In furtherance of this, the Contractor shall:

- (1) Support the annual budget submission process by working with DOE and other prime contractors to develop budget formulation documentation. The Contractor shall prepare documentation for its own work activities. Support to DOE during this process shall include but is not limited to assisting DOE to:
  - (i) Develop project budget data.
  - (ii) Prepare budget justification analyses and budget scenario studies.
  - (iii) Provide support to all crosscutting budget formulation documents (i.e., ESH&Q, Information Resources Management, etc.).
  - (iv) Obtain regulator and other stakeholder participation in budget development, including assistance in response to stakeholder and regulator inquiries.
- (2) Provide leadership, project, and personnel management skills necessary to ensure compliance with the RPP goals and the *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement or TPA), and to motivate the workforce to:
  - (i) Achieve quality work performance;
  - (ii) Mandate attention to worker and public safety and health, environmental protection, and the tenets of Conduct of Operations; and,
  - (iii) Be fiscally and ethically responsible in the management of government and public resources, including property, equipment, funds, and time.
- (3) Use the existing "People Core" system at the Hanford Site to enhance human resources functions site-wide.

- (4) Continually "right-size" its own workforce and that of its subcontractors to have the size of workforce equal to that necessary to accomplish the authorized workscope.
  - (5) Resolve employee concerns (including complaints on harassment, intimidation, retaliation, and discrimination) at the appropriate level. The Contractor shall support and provide cooperative membership in an approved "appeals avenue/forum" for resolving significant employee concerns (i.e., environmental, safety, health, and quality). The Contractor shall review and make recommendations to DOE to make the charter/process consistent with this Contract. The continued need for the "appeals avenue/forum" shall be reviewed annually and a recommendation submitted to DOE for discussion.
  - (6) Continually promote diversity in all aspects of the work under this Contract. An updated revision to the Diversity Plan, as set forth in Section J, Appendix G, *Guidance for Preparation of Diversity Plan*, shall be submitted to DOE-ORP for review and approval by February 1, 2001, and will be updated annually, thereafter.
  - (7) Provide an independent internal audit capability to review its activities and those of its subcontractors. An updated revision to the Internal Audit Plan as set forth in Section J, Appendix E, *Guidance for Other Required Plans* shall be submitted to ORP for approval by June 15, 2003, and updated annually, thereafter.
- (d) Environment, Safety, Health and Quality (ESH&Q)
- (1) The Contractor shall establish an Integrated Safety Management System (ISMS), in compliance with the Section I Clauses entitled, *Integration of Environment, Safety and Health into Work Planning and Execution*, and *Conditional Payment of Fee, Profit or Incentives*, that clearly communicates the roles, responsibilities, and authorities of line managers; holds line managers accountable for the performance of work in a manner ensuring protection of workers, the public, and the environment; and ensures quality work and products.

The Contractor shall:

- (i) Establish effective management systems to identify deficiencies and resolve them in a timely manner; ensure that corrective actions are implemented that address the extent of conditions, root causes, and measures to prevent recurrence; and prioritize and track commitments and actions as well as identify and implement lessons learned from other DOE sites, contractors, or commercial activities. The Contractor shall have and maintain an effective Lessons Learned Program to capture lessons learned from both internally and externally identified deficiencies and good practices. The Lessons Learned Program shall be rigorous and comprehensive such that the Contractor can demonstrate actions taken to address significant occurrences from both inside and outside of the DOE complex. Lessons learned information should be targeted and made available to the personnel in the Contractor's organization actually conducting the type of work involved and most able to benefit from the information.

- (ii) Establish a structured, standards-based approach to planning and control of work including identification, management and implementation of ESH&Q standards and requirements that are appropriate for the work to be performed and for controlling related hazards, while facilitating the effective and efficient delivery of work. The Contractor shall implement the requirements identified in the Section I Clause entitled, *Laws, Regulations and DOE Directives*.
- (iii) Establish an organization that supports effective ESH&Q management by ensuring appropriate levels of staffing and competence.
- (iv) Establish disciplined self-assessment, feedback, continuous improvement processes, and conduct of operations discipline in the performance of all work.
- (v) Implement a program to track and address environmental compliance issues and implement requirements (including but not limited to permitting, environmental reporting, Consent Decrees, Tri-Party Agreement reporting/management, NEPA, pollution prevention, waste minimization), and comply with all aspects of the Section H Clause entitled, *Environmental Responsibility*.
- (vi) Recommend and implement ESH&Q performance measures to monitor the effectiveness of the implementation of ESH&Q programs.
- (vii) The Contractor shall obtain occupational medical services as a mandatory Hanford Site Service for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical including radiological, biological, and/or similar hazards. The Contractor shall identify required occupational medical services as required in other sections of this Contract. Occupational medical services are a mandatory Hanford Site Service under this Contract and are provided by the Hanford Site Occupational Medical Contractor (HSOMC). The Section I clause entitled Access to and Ownership of Records is implemented as follows with respect to occupational medical records: All occupational medical records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

The HSOMC, currently provides occupational Health Services to the Hanford Site. The Contractor shall obtain for itself and require all subcontractors performing work on the Hanford Site to obtain the following services from the HSOMC: occupational medical evaluations including return to work evaluations and work restriction reviews, medical surveillance evaluations, occupational primary care, health care centers/first aid, work conditioning, case management, work site health programs including blood-borne pathogens and immunizations, and behavioral health services including employee assistance programs, and health information services such as medical records and medical scheduling.

The Contractor shall coordinate with the HSOMC and reach agreement regarding service requirements and delivery, including data gathering and sharing. The agreement should emphasize a comprehensive public

health approach as being integral to a well-run health and safety program and address cost and resources effectiveness This agreement shall be subject to approval and validation by DOE-ORP.

- (viii) Maintain, implement and improve the TFC (Tank Farms, 242-A Evaporator, and 222-S Laboratory) nuclear safety authorization basis in support of safe, effective, and efficient work accomplishment.
  - (ix) In accordance with the ISMS, Authorization Agreements (AAs) will be developed, mutually agreed to, and executed between the Contractor and DOE-ORP. The Contractor will maintain the AAs. The AAs are to serve as a mechanism whereby DOE-ORP, and the Contractor, jointly clarify and agree to the key conditions for conducting work safely, effectively and efficiently for Hazard Category 1 and 2 nuclear facilities. The AAs are to be updated annually, or as required to reflect changing conditions and Contractor responsibilities.
  - (x) Establish annual safety goals with performance indicators, such as worker radiation exposure, lost workdays, restricted work days, etc.
- (2) The safety and health of workers and the public, protection and restoration of the environment and implementation of quality assurance programs are fundamental responsibilities of the Contractor. Accordingly, the Contractor shall:
- (i) Take necessary actions to prevent serious injuries/illnesses and /or fatalities and prevent radiological or chemical exposures to workers and environmental releases in excess of established limits;
  - (ii) Establish clear environmental, safety, health and quality plans and priorities and manage activities in proactive ways, including visible management field presence, that effectively and efficiently protect the environment, public and worker safety and health, and ensure the quality of work and work products;
  - (iii) Carry out all activities in a manner that complies with human health, safety, environmental, and quality regulations; minimizes the generation of wastes, releases or emissions into the atmosphere, and releases to soil and surface or groundwater; and complies with applicable regulatory requirements and DOE directives;
  - (iv) Empower workers through the use of committees, employee involvement and the tenants of the DOE Voluntary Protection Program (VPP);
  - (v) Engender a "Safety Conscious Work Environment" in which safety issues are promptly identified and effectively resolved, and in which employees feel free of recrimination, harassment, intimidation, or other actions that induce peer pressure to not raise safety issues or otherwise create an environment where safety issues are not identified and resolved.

(e) Economic Transition and Outsourcing

The Contractor shall:

- (1) Be responsible for the performance of the work under this Contract in a manner that helps the community establish a stable economic base over the long term.

This shall be accomplished through appropriate private sector participation in cleanup, making available for effective private use DOE assets no longer required or under-utilized by the Government, and investment of private resources in the community.

- (2) The Contractor shall:
  - (i) Recommend to DOE-ORP, the use (by the Contractor, subcontractors, or other private entities) of Government-owned assets (equipment, facilities, or land) on a non-interfering basis to promote, assist, or otherwise foster creation of new private sector jobs.
  - (ii) Accomplish changes in the workforce in a way that minimizes social and economic impacts and complies with Section 3161 of Public Law 102-484.

(f) External/Internal Communications

- (1) The Contractor shall participate in the DOE-ORP external/internal communications program to ensure that the full range of stakeholders receive information in a timely, accurate, complete, and professional manner. Contractor external communications actions shall comply with the DOE Openness Initiatives and Public Involvement Policy and will be approved in advance by DOE-ORP.
- (2) The Contractor shall work with DOE to ensure that external/internal communications activities represent a singular and consistent DOE source of information about the DOE-ORP mission and its relationship to the Hanford Site.
- (3) Contractor external/internal communications efforts and/or corporate communications not directly related to the DOE-ORP mission at Hanford, and/or approved by DOE-ORP, are not allowable costs under this Contract.
- (4) The Contractor shall keep the Hanford Site workforce related directly to the work performed by the Contractor and subcontractors under this Contract informed consistent with applicable laws and regulations.
- (5) At DOE-ORP direction, the Contractor shall:
  - (i) Provide timely and consistent support for inter-Governmental liaison activities, including activities with Federal, State, local and Native American Governments.
  - (ii) Provide logistical support for public meetings, employee and community events, and other meetings on an as-needed basis. .
  - (iii) Respond in a timely fashion with information as requested by DOE-ORP in support of *Freedom of Information Act* and/or *Privacy Act* requests.
- (6) External/internal communications activities shall include, but not be limited to:
  - (i) Public information
  - (ii) Public involvement
  - (iii) Emergency communications activities

- (iv) Media relations
- (v) Site tours, including transportation for tours
- (vi) Preparation/maintenance of public information audio/video products and printed materials.

(g) Training

The Contractor shall coordinate training needs through the Hazardous Materials Management and Emergency Response (HAMMER) facility and the Hanford Site-training program, as applicable.

(h) Emergency Preparedness

The Contractor shall provide an emergency response capability for facilities under its control that implements the Hanford Emergency Management Plan (DOE/RL-94-02, Revision 2), as modified. Because of the potential for the Contractor to become the Event Contractor as defined in the Hanford Emergency Management Plan, implementation includes, but is not limited to, maintaining a 24-hour per day, 7 days per week, capability to adequately staff the required Hanford Site Tank Farm areas of responsibility and 222-S Laboratory specific Emergency Response organization positions within 60 minutes of receipt of notification from the Occurrence Notification Center of a Hanford Site emergency.

(i) Environmental Monitoring

The Contractor shall manage its facilities and operable units to assure compliance with environmental requirements and agreements. The Contractor shall work with the Project Hanford Management Contractor (PHMC) or other designated contractors in providing legally and regulatory required air and liquid effluent and near facility environmental monitoring. The Contractor shall collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. The Contractor shall compare the monitoring data with regulatory and/or permit standards applicable to their activities and/or operations and provide the data and analyses to the PHMC or other designated contractors for use in preparing the mandatory State and Federal environmental reports for the Hanford Site.

The Pacific Northwest National Laboratory (PNNL) monitors the Hanford environment to protect public safety and Hanford Site ecological and cultural resources. This includes providing real time localized weather information for routine safety operations and emergency response, performing Hanford Site and off-site environmental monitoring, as well as determining radiological exposure to the public and the environment. The Contractor shall provide appropriate environmental data for its facility and operable units to support Hanford Site assessments and preparation of the Hanford Site Environmental Report.

PNNL is responsible for Hanford Site groundwater monitoring. The Contractor will be knowledgeable of actions PNNL completes to develop monitoring plans for Contractor facilities and operable units. The Contractor shall maintain regulatory oversight capability to ensure that compliance for their facility and operable units is maintained, for the groundwater-monitoring program by PNNL.

The Contractor will perform vadose zone characterization around the Tank Farms in accordance with TPA and other regulatory requirements. This effort will be integrated

with the PNNL groundwater monitoring effort, DOE-ORP *Resource Conservation and Recovery Act of 1976* (RCRA) Facility Investigation/Corrective Measures Studies, and the PHMC or other designated contractors.

### C.3 RIVER PROTECTION PROJECT

(a) Technical Scope of the Contract

The River Protection Project (RPP) scope of this Contract encompasses activities identified in the TFC RPP baseline (hereafter referred to as the "Baseline") as amended by approved Baseline Change Requests (BCRs) needed to: (1) safely manage tank wastes, and operate tank farm systems within an approved authorization basis for such operations applying appropriate life cycle asset management; (2) retrieve waste from single shell tanks consistent with the TPA and other applicable Federal or State laws, regulations; and retrieve and dispose of waste from double shell tanks, including completing upgrades of waste retrieval and transfer systems; (3) develop potential supplemental treatment technology(ies), such as Bulk Vitrification; (4) construct, operate, and maintain facilities necessary for waste treatment support and treated waste storage/disposal ; (5) stabilize facilities and prepare tank closure plans for SSTs as contemplated in the TPA ; (6) execute supporting project management responsibilities including strategic analysis, baseline management, contracting functions, compliance, finance and administration, and (7) perform landlord functions for the 222-S Analytical Laboratory, as set forth in the following sections:

(1) Safe Tank Waste Storage

(i) General Description

Contractor shall provide an adequate, comprehensive, and reliable safety basis for the management and storage of waste managed by Contractor under the scope of this Contract. This will be accomplished by developing, operating to and maintaining an integrated authorization basis (AB), and by resolving outstanding safety issues and unreviewed safety questions to ensure safe storage and retrieval of waste. Proposals to modify the AB shall be made as appropriate to provide a cost effective AB for safe and reliable waste storage; retrieval; feed delivery; and immobilized product storage, and disposal. Waste sampling and characterization will be performed as required to assure safe storage conditions and to maintain the integrity of the double-shell tank (DST) system. Waste monitoring, characterization, treatment, disposal and reporting will be performed as required to meet regulatory requirements. Wastes meeting the waste acceptance criteria will be received into the DST system from Hanford Site facilities as required to support the Hanford Site cleanup mission.

The Contractor shall also adequately perform operations and maintenance; effectively manage, plan, and utilize resources; and implement an approved life-cycle asset management system.

The Contractor shall store tank wastes in compliance with storage requirements and without any significant non-compliance due to Contractor action or lack of planning. The integrity of the DSTs shall be maintained to support the extended waste treatment mission. Additional

performance expectations are identified in the Baseline and in the Section J, Appendix D, *Performance Based Incentives*.

(ii) Tank Farm Upgrades

The Contractor shall complete upgrades to the DST system to support safe and reliable tank waste operations, such as, storage, retrieval, staging, and delivery activities. This includes performing waste transfer system upgrades necessary to provide a compliant system to support waste feed delivery to the WTP and will include completion of additional waste system upgrades contained in the Baseline. The DST system shall support implementation of the DST system RCRA permit.

The Contractor shall comply with all regulations; and improve infrastructure reliability, operability and maintainability (including transfer systems, instrumentation and control systems, electrical distribution, and ventilation systems).

The Contractor shall complete the Tank Farm upgrades necessary to implement a RCRA permit for the DST system, as identified in the approved Baseline, and Section J, Appendix D, *Performance Based Incentives*.

(iii) Component Isolation and Monitoring

The Contractor shall complete the isolation and monitoring of DST components that are not part of the DST system identified in the RCRA permit application or issued permit. Entry points into stabilized SSTs shall be capped or plugged as required to ensure that waste and water will not re-enter the tank.

The Contractor shall complete the component isolation and monitoring; necessary to implement a RCRA permit for the DST system, as identified in the approved baseline, and Section J, Appendix D, *Performance Based Incentives*.

(iv) 242-A Evaporator

The Contractor shall operate and maintain the 242-A Evaporator structures, operating systems and equipment, and monitoring systems in accordance with the 242-A current Authorization Basis and applicable regulatory requirements. The Contractor shall maintain security, radiological control, and access control to ensure personnel safety.

The Contractor shall operate, maintain, and upgrade the 242-A evaporator to maintain readiness to operate and to support the extended waste treatment mission. This shall include evaporator campaigns upgrades as identified in the approved Baseline, and Section J, Appendix D, *Performance Based Incentives*.

(v) Manage Tank Farm Environmental Compliance

The Contractor shall manage and complete environmental compliance activities that support safe tank waste storage. This includes completing required remedial field investigations, corrective measure studies, and Vadose Zone sampling and characterization activities.

The Contractor shall achieve the expectations identified in the approved Baseline, and Section J, Appendix D, *Performance Based Incentives*.

(2) Waste Retrieval

(i) General Description

The Contractor shall in an environmentally sound, safe, secure, and cost-effective manner:

- Retrieve wastes from SSTs, and designated miscellaneous underground storage tanks (MUSTs); and
- Prepare to provide waste from the DST system (feed delivery) to the WTP contractor for processing.

The waste retrieval and feed delivery workscope shall be projectized to assure required deliverables are met. The Contractor shall establish the functions and requirements and establish the schedule to install the equipment needed to reliably deliver the proper waste feed on schedule to the WTP contractor for waste treatment.

The *Tank Waste Remediation System (TWRS) Environmental Impact Statement Record of Decision* calls for retrieval of wastes from all 149 SSTs, 28 DSTs, and MUSTs. Until all waste is retrieved, the DSTs must function to store and prepare waste retrieved from SSTs and MUSTs for waste treatment facilities while optimizing utilization of DST space.

(ii) Single Shell Tank Retrieval

The Contractor shall develop methods, systems and requirements for retrieving wastes from the Single Shell Tanks to the extent needed to close them in accordance with RCRA and the *Atomic Energy Act of 1954* (AEA). SST retrieval methods and requirements shall support SST retrieval demonstrations.

Single shell tank retrieval objectives include demonstrating technologies to retrieve salt cake, hard heel, and other wastes from SSTs; determining technology limitations, retrieval efficiencies, safety and environmental concerns, and cost impacts for SST retrieval systems; evaluating alternative retrieval technologies for SSTs that have leaked or may leak; and supporting the transition and closure of SSTs and tank farms. The Contractor shall complete the SST retrieval progress identified in the approved baseline, and in the Section J, Appendix D, *Performance Based Incentives*.

(iii) Double Shell Tank Retrieval and Waste Feed Delivery

The Contractor shall develop detailed plans to design, construct, install and test systems for retrieving wastes from the DSTs to meet the waste feed requirements of the WTP. The Contractor will also maintain these systems to be operational when required to deliver waste. This will require providing DST waste retrieval systems that can supply waste feed in composition sufficient to meet waste feed delivery in quantities and rates sufficient to support the WTP processing capacities. This shall also include providing tank characterization and waste samples to support WTP planning and testing requirements. Also included is support for the development of the RPP flowsheet and planning inclusive of all major process steps and/or systems including but not limited to: SSTs, DSTs, pre-treatment, immobilization, supplemental treatment, immobilized product storage and disposal, as identified in the Baseline. Development of the RPP flowsheet includes improving the quality of input data, developing flowsheet assumptions, identifying inputs and outputs at each step, and developing constraints/requirements at each step.

The Contractor shall perform DST Retrieval and Waste feed Delivery planning and preparation for the initiation of waste treatment activities either through WTP processing capacities or supplemental treatment processing capacities.

(3) Supplemental Treatment

(i) General Description

The Contractor shall develop potential supplemental treatment technologies including the bulk vitrification system. A Demonstration Bulk Vitrification System (DBVS) project shall demonstrate if the technology has justifiable potential for full-scale implementation to treat tank wastes. The demonstration will yield results that provide insights and direction to the development of full-scale system design and operation.

The DBVS facility shall be used to evaluate: the ability to produce immobilized LAW (ILAW) to supplement the plan capacity in the WTP currently under construction; the compatibility of the technology with actual tank waste; the safety, efficiency, and potential cost-effectiveness of the bulk vitrification process; and the feasibility for full-scale application. This project shall be designed to investigate requirements for feed material handling, equipment operation, residual material handling, production and control of secondary wastes, and potential environmental impacts associated with the process.

The DBVS objectives are identified in the approved Baseline and Section J, Appendix D, *Performance Based Incentives*.

(4) Waste Treatment Support and Treated Waste Storage/Disposal

(i) General Description

The Contractor shall design, procure, construct and operate infrastructure sufficient to enable the WTP facilities to be constructed and operated, and consistent with the ICDs for infrastructure activities. The infrastructure shall support treatment of tank wastes either through the WTP alone or in conjunction with a supplemental technology.

The Contractor shall provide safe storage and final near-surface disposal on the Hanford Site for ILAW, and failed or decommissioned melters from the WTP.

The ILAW disposal facilities will receive immobilized low activity tank waste. The ILAW waste packages will be placed in near-surface disposal facilities. The near-surface disposal systems and waste packages shall meet regulatory requirements for transportation and near-surface disposal of low-level waste.

The Contractor shall also provide for the safe storage for IHLW. The IHLW storage facility will receive IHLW, where the product will be stored until shipped to a geologic repository. Storage of the product in a storage facility will consolidate the high level waste in one area and provide safe, environmentally sound storage. In addition HLW storage will provide load-out capability for shipment of IHLW canisters to a geologic repository.

(5) Close Facilities

(i) General Description

The Contractor shall undertake facilities stabilization in preparation for the transition of such facilities for deactivation and decommissioning. The Contractor shall develop closure plans in conformance with NEPA analysis developed to support tank closure and applicable RCRA requirements. The plans shall provide closure definition, closure demonstrations, system design, authorization basis, work plans, approvals and other information necessary for closing the SSTs in accordance with the closure requirements of DOE Manual 435.1 and TPA Milestones.

The Contractor shall support NEPA analysis supporting RPP, and perform planning and preparation for the closure of all Tank Farms facilities, sites, or other areas of concern.

(6) Manage Projects

(i) General Description

The Contractor shall establish and maintain necessary systems and organizational components necessary to execute the technical work scope set forth in this Section of the Contract. This includes, but is not limited to, organizational components responsible for strategic analysis and integration; project management; business management; contracts; compliance; and finance and administration, consistent with the WBS descriptions in the DOE Mission Analysis Report.

The Contractor shall implement DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets* for the RPP. This shall include the requirements of Section C.2, *Management Workslope* and Section C.3, *River Protection Project*

(7) Analytical Laboratory Services

(i) General Description

The Contractor shall perform landlord responsibilities for the 222-S Laboratory facilities and equipment, to include facility operations, maintenance, and analytical process development in support of the RPP mission. The Contractor shall coordinate and provide services to the Analytical Services Production Contractor (ASPC) in support of the analytical services production functions in the 222-S Laboratory complex.

(ii) Facilities and Instruments

The Contractor will operate facility systems and maintain equipment to support the analytical functions within the 222-S Laboratory and associated facilities. The Contractor shall ensure that operations remain within the bounds of the approved AB. The Contractor shall provide maintenance, routine calibrations, repairs and engineering functions for the facilities and instrumentation. The analytical instrumentation and support equipment shall assure capacity, capability and reliability are available to support the clean up schedules. The facility and instrumentation availability is subject to routine downtime for maintenance, repairs and upgrades; scheduled downtime will be closely coordinated with the ASPC to maximize efficiency: unscheduled outages of facilities or equipment will be prioritized to minimize the impact to the ASPC.

(iii) Established programs and services

The Contractor shall evaluate, develop and maintain AB documentation, environmental permitting and other compliance documentation and activities for the 222-S Laboratory complex and analytical activities in support of the ASPC. The support shall include but is not limited to:

- Radiological control program and services as submitted through an inter-contractor work order with the 222-S Laboratory contractor,
- Nuclear safety,
- Safety management programs (in the Documented Safety Analysis),

- Security program and personnel,
- Emergency response program,
- Fire protection program,
- Waste management program and services,
- Regulatory issues resolution and actions,
- Coordination of laboratory analyses and data interpretation for the RPP, and
- Engineering.

(iv) Laboratory Information Management System (LIMS)

The Contractor shall provide to the ASPC, the comprehensive LIMS. These systems have the capability to upload a large proportion of the analytical data from the instruments to the analytical reporting systems after approval by the responsible chemists.

(v) Analytical Process Development

The Contractor shall perform analytical process development work in the 222-S Laboratory to support the RPP. The Contractor shall maintain a nuclear material safeguards and security program and maintain special nuclear material accountability to support process development work. Analytical process development work shall be coordinated with the ASPC and newly developed analytical process shall be transferred to the analytical services production function provided by the ASPC as soon as practicable.

(b) Required Investment by DOE – (Government Furnished Services/Items)

DOE and the Contractor both recognize that the successful execution of the Scope of Work of this Contract will require cooperative efforts by both parties to minimize non-value added transactions. Within this recognition, there are certain commitments and actions required on the part of the Government to achieve the desired performance within the level funding assumptions underlying the Baseline. The description of Government Furnished Services/Items is set forth in the Performance Based Incentives (PBIs) included in Section J, Appendix D.

During the term of the Contract, DOE and the Contractor will work to fulfill the objective, and meet the commitment and deliverables identified therein. During the performance of the Contract, the parties agree that efficiencies and performance improvements will be required to reduce the actual cost and/or improve the schedule for the work.

The Contractor and the Government will establish a Partnering Agreement. The agreement will establish a common vision with supporting goals and missions, that will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism and build a better understanding of one another's position. The agreement will also include joint commitments to:

- Maintain high safety performance,
- Eliminate barriers to a faster, more cost effective program,
- Create an organizational culture able to accommodate change,
- Resolve conflicts through a coordinated work effort to avoid adversarial relations, and
- Reinforce the partnered relationship with honest feedback and continual improvement.

#### **C.4 SUPPORT FOR WASTE TREATMENT AND IMMOBILIZATION PLANT PROJECT CONTRACTOR**

The Contractor shall be responsible for providing support to the Hanford Waste Treatment and Immobilization Plant (WTP) Project. Part of the RPP mission is to separate the Hanford Site tank waste into LAW and HLW fractions and to immobilize and dispose of them in an environmentally sound, safe, and cost-effective manner.

The Contractor shall be responsible for coordinating the WTP contractor's requirements for infrastructure, utility, and service support with the PHMC (or other designated contractors), who shall provide such support as specified in RPP Interface Control Documents. Required services include waste sampling and characterization.

#### **C.5 CROSS-CUTTING SERVICES**

The Contractor shall obtain samples from waste tanks for the WTP, and the PHMC (or other designated contractors) and its subcontractors at the Hanford Site. The sampling techniques may include grab sampling for liquids, core sampling for liquids and solids, and vapor sampling.

The Contractor shall receive liquid radioactive wastes that meet Contractor tank waste acceptance criteria from other site facilities for storage in the DST systems and eventual immobilization and disposal. Additional interface requirements specific to WTP are included in Section J, Appendix O, Interface Documents Specific to WTP interfaces.

The Contractor shall provide support for groundwater/vadose zone integration activities consistent with DOE-ORP approved interface management agreements.

The Contractor shall provide site-wide ventilation and balance services.

The Contractor will operate facilities and maintain the 222-S Complex.

#### **C.6 INTERACTIONS WITH OTHER PRIME CONTRACTORS**

The Contractor may, from time to time, provide services to and receive services from other Hanford Site DOE prime contractors by memoranda of agreement or other subcontract arrangements. The Contractor is encouraged to utilize the specified expertise of the PHMC (or other designated contractors), PNNL, the HSOMC, the River Corridor Contractor, and the Energy Savings Performance Contractor (ESPC) to accomplish the TFC mission. In the event the Contractor determines that services may be obtained from more cost effective sources of supply, the Contractor shall notify DOE of its proposal to utilize other sources. The Contractors shall work with each other in identifying yearly requirements for services. DOE approval will be obtained prior to changing service providers.

**PART I – THE SCHEDULE  
SECTION D  
PACKAGING AND MARKING**

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**PART I – THE SCHEDULE  
SECTION D  
PACKAGING AND MARKING**

**D.1 PACKAGING**

Preservation, packaging, and packing for shipping or mailing all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

**D.2 MARKING**

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the applicable Contract number for the item being delivered; and
  - (2) Identifies the deliverable item number or report requirement that requires the delivered item(s).
- (b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in paragraph (a) above shall be simultaneously provided to the office administering the Contract, as identified in Section G, *Contract Administration Data*, of this Contract.

**PART I – THE SCHEDULE  
SECTION E  
INSPECTION AND ACCEPTANCE**

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**PART I – THE SCHEDULE  
SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 FAR 52.246-3 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAR 2001)**

(a) *Definitions.*

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

- (f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--
- (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
  - (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
  - (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to--
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
- (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

**E.2 FAR 52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)**

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may--
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may--
  - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  - (2) Terminate the contract for default.

(End of clause)

**E.3 ACCEPTANCE**

The Contracting Officer or any other duly authorized representative shall accomplish acceptance for all work and effort under this Contract.

**PART I – THE SCHEDULE  
SECTION F  
DELIVERIES OR PERFORMANCE**

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**PART I – THE SCHEDULE  
SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE**

The period of performance for the work specified in Section C, *Statement of Work*, of this Contract commenced October 1, 1999, and shall continue through September 30, 2008, unless sooner terminated as provided for in other provisions of this Contract.

**F.2 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance of this Contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

**F.3 REPORTING REQUIREMENTS**

- (a) The Contractor shall provide a reporting system capable of management information in the form of electronic databases and will report program performance on the technical work, schedule, and cost profile defined in the River Protection Project Baseline. Additional reporting requirements are found in the Section H Clause entitled, *Project Controls*.
- (b) The Contractor's databases and reporting shall be available to the U.S. Department of Energy Office of River Protection (DOE-ORP) no later than 10 working days after the close of the reporting period.
- (c) The Contractor shall provide the information necessary to support DOE-ORP in the preparation of reports required by regulatory agreements, such as, the *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement (TPA)) and legislative mandates or DOE Headquarters required specific data (e.g., Integrated Planning and Budgeting System (IPABS)), which must be supported by the reporting system.
- (d) The monthly Contract Funds Status Report shall indicate cumulative-to-date amounts for budget authority (BA) allotted, obligated, and committed. Cost and funds data shall be in work breakdown structure (WBS) format, and also the DOE budget and reporting (B&R) classification structure, (e.g., project breakdown structure (PBS), User's Accountability System (UAS)) unless otherwise directed by the Contracting Officer.
- (e) Minimum reporting requirements and the frequency of submission are provided in Table F-1, *Minimum Report Requirements and Frequency*. The Contractor shall provide written notification of provider or changes in provider to the Contracting Officer at a minimum annually. Table F-1 is not complete and is subject to change at the discretion of the Contracting Officer as provided to the Contractor in writing. In addition, Table F-1 does not include reports that may be required by other terms of this Contract or by DOE directives that are applicable to this Contract. The Contracting Officer will determine content, format and distribution.

**Table F-1**  
**Minimum Reporting Requirements and Frequency (Revision 1)**

Report Name	Frequency
Work Breakdown Structure (WBS)	A
WBS Description	A
Budget Submittal	A
Monthly Performance Report	M
Integrated Planning, Accountability, and Budgeting System- Information System <a href="http://www.em.doe.gov/ipabs/hand.html">http://www.em.doe.gov/ipabs/hand.html</a>	M
Contract Funds Status Report	M
Financial Statements Reporting Requirements Letter	Y
Functional Support Cost Report	A
Report of Compensation	Y
Report of Contractors Earning and Supplementary Compensation	Y
Pension Plan Actuarial Data	Y
Property Acquisition and Dispositions	M
Fire Replacement Report	Y
Physical Inventory Report	Y

Frequency Codes:	
A – As Required	Q – Quarterly
C – Change to Contractual Agreement	S – Semi-Annually
F – Final (end of effort)	Y – Yearly
M – Monthly	O – One after Award

- (f) All due dates for deliverables, submittals, or any other requirement in this Contract that fall on a non-Federal workday and/or a Hanford site closure day shall be deemed to be due on the next Federal/Hanford workday. Unless otherwise specified, all Contractor deliverables for external regulators or agencies will be provided to the U.S. Department of Energy at least one (1) month prior to the date it is due to the external regulator or agency, in accordance with Contract Clause H.27 entitled, *Contractor Deliverables for External Regulators or Agencies*.
- (g) Implement change control thresholds, as provided in Table F-2, *RPP Baseline Change Thresholds* at the WBS levels, Table F-3, *Threshold Approval Levels for the DBVS Project*, and Table F-4, *ORP Control Level by WBS* by October 1, 2006. These Change Thresholds and Control levels will be used for determining the approval level for proposed changes to the Tank Farm Contract (TFC) baseline submitted during fiscal year (FY) 2002. Effective the beginning of FY 2006, the Contractor shall implement the change control thresholds provided in Table F-2, Rev. 2, at the WBS levels stated in Table F-4, Rev. 2. Table F-2, Rev.2 and Table F-4, Rev. 1, shall be used for all proposed changes submitted after October 1, 2006.

All subsequent Table F-5 revisions are effective in accordance with the Contract modification effective dates.

**Table F-2**  
**RPP Baseline Change Thresholds (Revision 3)**

Threshold	Level 1 Change	Level 2 Change	Level 3 Change
<b>Approval Authority</b>	DOE-HQ	DOE-ORP	CH2M HILL
<b>Technical Baseline</b>	Changes to Tier 0 Technical Baseline documents per the <i>RPP Technical Baseline Document List</i> , Table F-5, impacting Level 1 scope, cost or schedule baseline thresholds.	Changes to Tier 1 Technical Baseline documents per the <i>RPP Technical Baseline Document List</i> , Table F-5, impacting Level 2 scope, cost, or schedule baseline thresholds.	
<b>Scope Baseline</b>	Changes <ul style="list-style-type: none"> <li>• EM Corporate Performance Metric</li> <li>• PBS cleanup end states/end points (criteria that define mission completion);</li> <li>• PBS structure;</li> <li>• WIPP transportation baseline; or</li> <li>• ORP-0014 Project Execution Plan</li> </ul>	Changes resulting in any addition or deletion within or transfer of scope between the ORP designated control levels of the WBS elements per Table F-3, as documented in the WBS Dictionaries maintained at or above the designated ORP Control Level of the WBS per Table F-3.	Changes in scope of work that do not affect the Level 1 or Level 2 thresholds as defined in this table.
<b>Cost Baseline</b>	Changes that impact any of the following criteria: <ul style="list-style-type: none"> <li>• An increase in lifecycle cost by PBS;</li> <li>• An increase in a PBS lifecycle cost by year that exceeds the DOE approved lifecycle cost baseline.</li> </ul>	Changes that impact any of the following criteria: <ul style="list-style-type: none"> <li>• Fiscal year cost baseline changes <math>\geq 15\%</math> or <math>&gt; \\$7.5M</math> between WBS elements as defined in Table F-3.</li> </ul>	Changes in cost that do not affect the Level 1 or Level 2 thresholds as defined in this table.
<b>Milestones/Schedule Baseline</b>	Changes that impact any of the following criteria: <ul style="list-style-type: none"> <li>• PBS end date</li> <li>• Life Cycle Schedule</li> </ul>	Changes that impact any of the following criteria: <ul style="list-style-type: none"> <li>• Baseline schedule/milestones resulting from TPA changes;</li> <li>• Greater than 3 months cumulative extension in a project level milestone as defined in ORP-0014 PEP, Section 1.2.2 of enforceable project level milestones.</li> </ul>	Changes in milestones or baseline schedules that do not affect the Level 1 or Level 2 thresholds as defined in this table.
<b>Interfaces</b>	Changes that impact other site's end states, end dates, or costs.	<ul style="list-style-type: none"> <li>• Changes to WTP Interface Control Documents as described in the jointly developed <i>Interface Management Plan</i> (24590-WTP-PL-MG-01-001) and changes to other prime contractor agreements (excluding TFC-WTP agreements) will follow the process described in the CH2M HILL <i>Interface Management Procedure</i> (TFC-BSM-CP-CPR-C-17, Rev. A)</li> <li>• Where interface change level is unclear, the scope, cost and milestone thresholds described in this table will be used for change level determinations.</li> </ul>	Changes to interfaces that do not affect the Level 1 or Level 2 thresholds as defined in this table.

		DBVS Change Threshold	
		Level 2 Change	Level 3 Change
<b>Approval Authority</b>	<p>Level 0 Secretarial Acquisition Executive</p> <p>Level 1 Assistant Secretary of Environmental Management (EM-1)</p>	DOE-ORP	CH2M HILL
<b>Scope Baseline</b>	<p>Level 0</p> <ul style="list-style-type: none"> <li>Changes to scope that affect mission need requirements.</li> </ul> <p>Level 1</p> <ul style="list-style-type: none"> <li>Changes in scope that may affect operations function but does not affect mission need</li> </ul>	<ul style="list-style-type: none"> <li>Any changes to scope or work statements in the Tank Farm Project WBS Dictionaries Levels 1 through 4 that do not affect operation functions and does not affect mission need.</li> </ul>	Changes in scope of work that do not affect the Level 0, 1 or Level 2 thresholds as defined in this table.
<b>Cost Baseline</b>	<p>Level 0</p> <ul style="list-style-type: none"> <li>Baseline changes resulting in an increase of \$5 Million, or 25% increase to TPC</li> </ul> <p>Level 1</p> <ul style="list-style-type: none"> <li>Any increase in TPC.</li> </ul>	<ul style="list-style-type: none"> <li>Fiscal year cost baseline changes &gt;\$1 Million between DBVS Project WBS elements as long as no increase in TPC.</li> </ul>	Changes in cost that do not affect the Level 0, 1, or Level 2 thresholds as defined in this table.
<b>Milestones/Schedule Baseline</b>	<p>Level 0</p> <ul style="list-style-type: none"> <li>&gt;6 months (cumulative) extension of the project schedule completion date.</li> </ul> <p>Level 1</p> <ul style="list-style-type: none"> <li>3-6 months (cumulative) extension of the project schedule completion date.</li> </ul>	<ul style="list-style-type: none"> <li>Up to 3 months of increase (cumulative) in the project schedule completion date.</li> </ul>	Changes in schedule that do not affect the Level 0, 1, or Level 2 thresholds as defined in this table.

**Table F-3  
 ORP Control Level by WBS (Revision 3)**

<b>WBS</b>	<b>WBS Title</b>	<b>LI or Exp. Proj.</b>	<b>ORP Control Level</b>	<b>PBS</b>
5.07	Base Operations	Exp.	2	ORP0014
5.08	Retrieve and Close	Exp.	2	ORP0014
5.08.03	DST Retrieval Program	Exp.	4	ORP0014
5.08.04.01	Project W-314	Exp.	4	ORP0014
5.08.04.02	Project E-525	Exp.	4	ORP0014
5.08.06/7	SST Retrieval/Closure East/West Area	Exp.	3	ORP0014
5.08.13	SST Closure	Exp.	3	ORP0014
5.09	Treat and Dispose Waste	Exp.	2	ORP0014/HQ-HLW-0014X
5.09.02.05	Bulk Vitrification System (BVS) Project	Exp.	4	ORP0014
5.09.03.01	Integrated Disposal Facility	EXP	4	ORP0014
5.09.03.04	Initial IHLW Storage Facility (W-464)	LI	4	ORP0014
5.10	Analytical/Technical Services	Exp.	2	ORP0014

- (h) Submit a copy of all FY 2002, Class 3 or 2 Baseline Change Requests for DOE evaluation and approval. Complete by January 7, 2002.
- (i) RESERVED
- (j) Improve quality of baseline changes to include the analysis of their impact on programmatic risk. Implement by March 31, 2002.
- (k) Summary level performance status reports are to be submitted at the PBS and Capital Project levels. In addition, the Contractor shall make available to DOE-ORP performance data at the levels of detail shown in Contract Section F, *Deliveries or Performance*, Clause F.4, *Reporting Requirements* Table F-5, *TFC Reporting Level by WBS*. The summary report shall contain a list of those reporting level WBS elements (per Table F-4). Note: Reporting is only required for WBS elements active during the contract period.
- (l) Table F-5 represents DOE approval authority levels.

Table F-4  
TFC Reporting Level by WBS (Revision 3)

WBS	WBS Title	LI or Exp. Proj.	ORP Control Level	PBS
5.07	Base Operations	Exp.	2	ORP-0014
5.07.02	Environmental/TPA Milestone Achievement	Exp.	3	ORP-0014
5.08	Retrieve and Close	Exp.	2	ORP-0014
5.08.02	WTP Feed Delivery Program	Exp.	3	ORP-0014
5.08.03	DST Retrieval Program	Exp.	4	ORP-0014
5.08.04.01	Project W-314 (DST Infrastructure Upgrades)	Exp.	4	ORP-0014
5.08.04.02	Project E-525 (Upgrade Transfer Systems)	Exp.	4	ORP-0014
5.08.05	Retrieval/Closure Program	Exp.	3	ORP-0014
5.08.06/7	SST Retrieval/Closure East/West Area <sup>1</sup>	Exp.	3	ORP-0014
5.08.13	SST Closure	Exp.	3	ORP-0014
5.09	Treat and Dispose Waste	Exp.	2	ORP-0014/HQ-HLW-0014X
5.09.02.02	TRU/LLW Packaging	Exp.	4	ORP-0014
5.09.02.03	LAW Treatment	Exp.	4	ORP-0014
5.09.02.05	Bulk Vitrification System (BVS) Project	Exp.	4	ORP-0014
5.09.03.01	Integrated Disposal Facility	EXP	4	ORP-0014
5.09.03.04	Initial IHLW Storage Facility (W-464)	LI	4	ORP-0014
5.10	Analytical/Technical Services	Exp.	2	ORP-0014

**Table F-5  
 RPP Technical Baseline Documents Requiring DOE Approval (Revision 1)**

Title of Document	Number	Prepared By:	Approved/Concurred by
<b>Tier 0: HQ Approval Authority – Functions and Requirements (Strategic Management)</b>			
Final Hanford Comprehensive Land Use Plan Environmental Impact Statement	DOE/EIS-0222-F	DOE-RL	DOE-HQ
Record of Decision: Hanford Comprehensive Land-Use Plan EIS	DOE/EIS-0189	DOE-RL	DOE-HQ
Final Environment Impact Statement for TWRS (1996)	62 FR 8693	RL/WDOE	DOE-HQ
Record of Decision for the TWRS (1997)	DOE/EIS-0212	DOE-RL	DOE-HQ
Safe Interim Storage of Hanford Tank Waste, Final EIS (1995)	60 FR 61687	DOE	DOE-HQ
Record of Decision for Safe Interim Storage (1995)	None	DOE	DOE-HQ
Memorandum of Agreement for Acceptance of Department of Energy Spent Nuclear Fuel and High-Level Radioactive Waste (1999)	DOE/ORP-2000-24	Contractor	DOE-HQ
Hanford Immobilized Low-Activity Waste Performance Assessment	Memorandum (11/1/01)	DOE-HQ	DOE-HQ
Disposal Authorization for Immobilized Low-Activity Waste Disposal Facility	DOE/ORP-2003-14	ORP	DOE-HQ
Project Execution Plan for the River Protection Tank Farm Project (ORP-0014)			
<b>Tier 1: ORP Manager Approval Authority – Functions and Requirements (Baseline Management)</b>			
NEPA Supplemental Analysis for RPP	As Required to Support NEPA	Contractor	ORP
Hanford Federal Facility Agreement and Consent Order (including Consent Decrees) Legal and Class 1 Changes	None	DOE/EPA/WDOE	DOE/EPA/Ecology
Limited Construction Authorization Agreement	None	ORP	Contractor/ORP
Tank Waste Remediation System Standards/Requirements Identification Document (S/RIDS)	HNF-SD-MP-SRID-001	Contractor	Contractor/ORP
Integrated Safety Management System Description (Tank Farms)	RPP-MP-003	Contractor	Contractor/ORP
Radiation Protection Program (Tank Farms)	HNF-IP-5184	Contractor	Contractor/ORP
Quality Assurance Program Description (Tank Farms)	RPP-MP-600	Contractor	Contractor/ORP
Waste Acceptance Criteria for the Immobilized Low-Activity Disposal Facility	RPP-8402	Contractor	Contractor/ORP
Functional Design Criteria for the Initial Tank Retrieval System (Project W-211)	HNF-SD-W211-FDC-001	Contractor	Contractor/ ORP
Design Requirements Document, Project W-314	HNF-SD-W314-DRD-001	Contractor	Contractor/ ORP
System Specification for Immobilized High-Level Waste Interim Storage	RPP-6222	Contractor	Contractor/ ORP
Upper Tier Functions and Requirements (F&R) Documents or Level 1 Specifications as required for new projects	When Issued	Contractor	Contractor/ ORP

**PART I – THE SCHEDULE  
SECTION G  
CONTRACT ADMINISTRATION DATA**

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**PART I – THE SCHEDULE  
SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 CORRESPONDENCE PROCEDURES**

To promote timely and effective administration under this Contract, the Contractor shall be subject to the following procedures:

- (a) **Technical and Administrative Correspondence/Matters.** Technical and administrative correspondence concerning performance of this Contract shall be addressed to the responsible officials designated in U.S. Department of Energy Office of River Protection (DOE-ORP) Manual 411.1-1, *Office of River Protection Functions, Responsibilities, and Authorities Manual (FRAM)*, using the latest published edition.
- (b) **Contractual Correspondence/Matters.** Correspondence involving contractual matters shall be addressed to the Contracting Officer. The primary Contracting Officer responsible for administration of this Contract is Cloette B. Reid, Procurement Division. This individual shall be primarily responsible for all contractual actions required to be taken by the Government under the terms of this Contract.

Notwithstanding the above, in the event that the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to DOE-ORP shall be authorized to take the required contractual action(s) within the limits of his/her authority.

- (c) **DOE Contracting Office.** The Contracting Officer's address is:

Procurement Division  
U.S. Department of Energy  
Office of River Protection  
P. O. Box 450/2440 Stevens Center  
Richland, WA 99352-0450

- (d) All correspondence sent to the Contracting Officer shall contain a subject line commencing with the Contract number as illustrated below:

SUBJECT: CONTRACT NO. DE-AC27-99RL14047

**G.2 BILLING INSTRUCTIONS**

- (a) The Contractor shall provide periodic electronic invoices (or data supporting letter of credit draw downs) and cost accrual and accrual reversal records to DOE-ORP. Within the electronic invoice submission, the Contractor shall provide all invoice data elements required to: (1) ascertain all goods and services provided by the Contractor were allowable and reasonable per the terms and conditions of the contract, and (2) properly record all contract costs and payments in the DOE accounting system. This includes, but is not limited to: work breakdown structure (WBS) numbers, budget and reporting (BNR) numbers, fund-type, project baseline summaries (PBS) numbers, the fiscal year the funds were provided, DOE-ORP project/task number, object classes, cost elements, resource types, and plant and equipment line item number (if applicable).

- (b) Upon request, the Contractor shall also provide the Contracting Officer written documentation to support the electronic invoices at the address identified herein.

### **G.3 GOVERNMENT PROPERTY**

The point of contact for contract administration relating to Government property is as follows:

Rick McNulty  
Organizational Property Management Officer  
Project Administration  
U.S. Department of Energy  
Office of River Protection  
P.O. Box 450  
Richland, WA 99352

**PART I – THE SCHEDULE  
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**PART I – THE SCHEDULE  
SECTION H  
SPECIAL PROVISIONS**

**H.1 PERFORMANCE BASED INCENTIVES, FEE DISTRIBUTION AND FEE POOL**

(a) Establishment of Performance Based Incentives (PBIs)

Performance Based Incentives (PBIs) set forth agreed upon incentive fee and the requirements, criteria and/or specifications for acceptable performance. The PBI shall also include any Government Furnished Services/Items and Commitments applicable to the PBI. The PBI format is included in Section J, Appendix D, *Performance Based Incentives*.

PBIs and related fee distribution for the term of the Contract shall be established based on the work activities described in Section C, *Statement of Work* and the PBI. PBI completion criteria will be set forth in each PBI. The PBIs and related fee distribution will be incorporated into the Contract in Section J, Appendix D, *Performance Based Incentives*.

PBIs and fee distribution will emphasize completion of mission scope as set forth in the desired outcome section of the PBI. PBIs shall be mutually agreed upon at the beginning of the Contract term. PBIs may be updated when determined necessary and new PBIs may be created during the Contract term. The U.S. Department of Energy (DOE) shall incorporate the agreed to PBIs into the Contract.

If agreement on initial, updated or new PBIs cannot be reached, the Contracting Officer may make the determination regarding PBIs and related fee distribution, and may unilaterally incorporate that determination into the Contract. However, if the Contractor disagrees with the DOE established PBIs and related fee distribution; the Contractor may appeal to the Head of Contracting Activity (HCA). The final decision will be at the unilateral discretion of the HCA.

(b) Interference

In the event that the Contractor believes that DOE has interfered with its ability to meet specific performance expectations, it may present evidence to support this position along with a proposed adjustment to the HCA. The HCA shall make a unilateral determination and shall provide a copy of that determination to the Contractor.

This Contract is established with the intent that the Contractor will generate operational savings that the Contractor can utilize for the purpose of completing all incentivized work addressed by the incentive set, provided that the Contractor is making appropriate progress on all unincentivized work covered by this Contract.

(c) Incentives

The PBIs shall establish the fee directly assigned to the accomplishment of each PBI. The PBIs will indicate whether an incentive fee payment which may be available under that PBI is incremental or provisional as defined in Section H, Clause entitled, *Incremental and Provisional Payments of Fee*.

(d) Fee Re-Allocation due to Cancellation or Changes

If, for any reason, DOE cancels an expectation defined in a PBI, DOE and Contractor shall seek to mutually agree to any partial fee payable to Contractor for partial completion of the cancelled PBI expectation. Any unpaid fee attached to that expectation of the cancelled PBI shall be reallocated to a new PBI expectation, or to existing other PBI expectations, or to a combination of new and existing PBI expectations. The Contracting Officer shall make the reallocation decision and the final determination of entitlement to partial fee. However, if the Contractor disagrees with the Contracting Officer's decision, the Contractor may appeal to the HCA, who shall unilaterally decide the issue.

(e) Fee Determinations

PBIs may be either annual or multi-year in duration and include annual or multi-year end points. When a PBI fee bearing milestone is completed, Contractor shall submit its request for payment of fee which shall include any documents required by the PBI to support Contractor's claim for fee. DOE will make a fee determination within 45 days after submission of Contractor's claim for payment of fee. The final determination that the Contractor met the requirements of the PBI and is entitled to the payment of fee shall be made at the unilateral discretion of the HCA.

(f) Acceleration Fee

Acceleration PBIs or Acceleration Fee (previously referred to as Superstretch) earning milestones within a PBI may be established to challenge the Contractor to accomplish significant and mission critical work activities beyond the work currently funded or which significantly accelerate workscope. Acceleration PBIs will be agreed upon prior to commencement of work and incorporated into the contract in Section J, Appendix D, *Performance Based Incentives*.

The funds for accomplishing an Acceleration PBI or acceleration fee earning milestone in a PBI will be obtained from cost savings realized through efficiencies and/or workscope deletions and not deferrals. The Contracting Officer shall approve workscope deletions. Prior to initiation of the acceleration fee bearing workscope the Contractor shall provide a notice to DOE that includes an affirmative statement that the acceleration workscope will be performed from cost savings, except as provided for in the PBIs.

The fee for completion of the Acceleration PBI or Acceleration fee milestone in a PBI, will be paid from cost savings and will be outside the fee pool identified in the Section B Clause entitled, *Estimated Cost and Fee*. The fee payments for completion of Acceleration PBIs or Acceleration fee milestones will be separate from and not subject to or impact the provisional payment of fee limitations described in the Section H, Clause entitled, *Incremental and Provisional Payments of Fee*.

(g) Multi-Year Performance Based Incentives

A multi-year performance based incentive is any PBI in which the requirements are established in one fiscal year but the final completion date extends into a future fiscal year.

(h) Fee Pool:

It is the intent of the parties that the entire fee pool identified in the Section B Clause entitled, *Estimated Cost and Fee*, will be allocated and made available during the contract term by assigning fee to the annual or multi-year PBIs. The allocation is at the unilateral discretion of the Contracting Officer. However, if the Contractor disagrees with the Contracting Officer's decision, the Contractor may appeal to the HCA, who shall unilaterally decide the issue.

Fee from the annual and multi-year PBIs, which is unearned for failure to meet PBI requirements shall not be returned to the unallocated fee pool, and shall be applied to other baseline work. This will be documented on an approved change request. The total estimated fee pool may be adjusted in accordance with the Section B Clause entitled, *Estimated Cost and Fee*.

(i) Cost and Schedule Constraint:

Contractor shall perform all Contract work within DOE established cost and schedule constraints and Contractor cost and schedule performance is subject to the provisions set forth by the Section I Clause entitled, *Conditional Payment of Fee, Profit, or Incentives, Alternate 1*.

(j) Evaluation Period Definition

An evaluation period, as used in Section I Clause, DEAR 970.5215-3, "Conditional Payment of Fee, Profit, or Incentives, Alternate 1," is defined as consecutive one year periods commencing with the first evaluation period which runs from October 1, 2002 to September 30, 2003. For the period beginning October 1, 2006, "evaluation period shall mean each quarter". The earned fee amount means the amount of provisional and incremental fee the Contractor earns in an evaluation period. In accordance with Section I Clause, *Conditional Payment of Fee, Profit, or Incentives, Alternate 1*, fee reductions (repayment) will occur immediately following the action by the Office of River Protection, HCA. The Contractor shall submit any repayment within 10 working days of receipt of notification from the HCA.

## H.2 INCREMENTAL AND PROVISIONAL PAYMENTS OF FEE

- (a) An incremental payment of fee is non-provisional payment and may be earned by the Contractor for completed milestones (or incremental fee bearing milestone or work elements) that are determined to have significant lasting, intrinsic value and that are specified in a particular PBI. Incremental payments earned by the Contractor are not generally subject to refund for failure to complete all or any portion of any other incremental fee bearing work element in a PBI. Incremental payments may be made based upon earned value, completion of milestones or any other methodology set forth in the PBI.
- (b) A provisional payment of fee may be made for partial completion of a PBI or incremental fee bearing milestone or work element. Provisional payments may be made based upon the completion of events and/or milestones, earned value, or any other methodology agreed to by the DOE and Contractor. If the Contractor fails to fully accomplish a PBI or incremental fee bearing milestone or work element for which it has received provisional payments, it will refund all provisional payments it has received for that PBI or incremental fee bearing milestone or work element, plus interest from the date of receipt of the provisional payments. Interest will be paid at the rate established in accordance with the Section I clause entitled *Interest*. Provisional payment of fee invoices will be at

the discretion of the Contracting Officer. DOE agrees to authorize payment of the provisional fee no later than 10 business days from receipt of invoice.

### H.3 CONDITIONAL PAYMENT OF FEE (CPOF) SITE SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Clause supplements Contract Clause I.20, DEAR 970.5215-3 (JAN 2004), *Conditional Payment of Fee, Profit, and Other Incentives-Facility Management Contracts, Alternate II*, by establishing site-specific Environment, Safety and Health (ES&H), and Security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with the provisions of Clause I.20, DEAR 970.5215-3, *Alternate II*. The site-specific performance criteria/requirements contained herein will be reviewed periodically and may be modified by mutual agreement.

For the purposes of applying this Clause, the term evaluation period (each quarter) shall mean the period in which the performance failure occurred. Failure to make corrective actions in a timely manner may constitute an independent basis for reductions being taken from subsequent evaluation periods.

Site Specific Performance Criteria/Requirements in Clause I.20, DEAR 970.5215-3, *Alternate II* for (c) Environment, Safety and Health (ES&H), and (d) Safeguarding Restricted Data and Other Classified Information are as follows:

(a) Environment, Safety and Health (ES&H)

1. Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved Integrated Safety Management System (ISMS) that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
  - (i) Failure to report data necessary to demonstrate compliance to enforceable regulations.
  - (ii) OSHA Total Recordable Case Rate - Two consecutive quarters that the Tank Farm Contractor quarterly average exceeds 2.6 cases/200,000 hours.
  - (iii) OSHA Lost Work Day (Days Away from Work, or Restricted Work Days, or both) Case Rate - Two consecutive quarters that the Tank Farm Contractor quarterly average exceeds 1.7 cases/200,000 hours.
  - (iv) Environmental Permit Violations - Two or more permit violations in a 12-month period.
  - (v) Control of Radioactive Contamination –
    - a) An event resulting in the loss of control of radioactive material to the public from ORP-managed facilities/activities exceeding 20 times 10 CFR 835, Appendix E, values.
    - b) An event resulting in the estimated loss, damage and/or clean-up to property exceeding \$500,000.

- c) A single occurrence in any 12 month period resulting in the skin contaminations of 5 or more individuals at a level exceeding the total contamination limits identified in 10 CFR 835, Appendix D.
  - d) A single event in which 5 or more individuals or 5 or more events in any 12 month period in which 1 or more individuals exceed confirmed internal depositions greater than 100 mRem.
  - e) Multiple radiological events at one or more facilities that in aggregate indicate a significant breakdown of ISMS of the radiological safety program.
- (vi) Control of Radiation Exposure –
- a) Radiation exposure to an individual exceeding 2.0 Rem total effective dose equivalent in a calendar year without prior DOE approval, or exposure to an individual exceeding any of the limits of 10 CFR 835.202, 835.206, 835.207, or 835.208.
  - b) Three or more individuals exceed confirmed internal depositions greater than 1.0 Rem CEDE in any 12-month period.
- (vii) Technical Safety Requirement/Operational Safety Requirement Violation - Greater than 3 incidents at an individual nuclear facility/activity or greater than 10 incidents overall in any 12 month period.
- (viii) Positive Unreviewed Safety Question Determinations Not Self-Identified - Greater than 1 incident at an individual nuclear facility/activity or greater than 3 incidents overall in any 12 month period.
- (ix) Criticality Safety Infraction Not Self-Identified - Greater than 1 incident at a nuclear facility/activity in any 12 month period.
- (x) Transportation Safety – Two or more Tank Farm Contractor events, as defined by DOE Manual 231.1-2, Group 8, Criteria 1, 2 or 3 in any 12 month period.
- (d) *Safeguarding Restricted Data and Other Classified Information*
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
    - (i) Theft, loss or diversion of category I or II special nuclear material (SNM) that is due to a failure or inadequacy of performance by the contractor.
  - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
    - (i) Theft, loss or diversion of category III or IV special nuclear material, or any non-SNM radioactive, sensitive, or dangerous material that is due to a failure or inadequacy of performance by the contractor.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Negligent weapons or firearms-related incidents involving protective force operations/personnel (e.g., accidental weapons discharge, personal wounding).
  - (ii) Inventory differences of Category I/II/III SNM, or greater than 50g of Tritium, beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

#### **H.4 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this Contract; or
- (c) Modify any term or condition of this Contract.

#### **H. 5 GUARANTEE OF PERFORMANCE**

The Contractor or the Contractor's parent organization(s) has (have) provided a Guarantee of Performance in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The Guarantee of Performance submitted on the date of this Contract modification is incorporated herein by reference and made part of this Contract.

## H.6 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall guarantee performance as evidenced by the Guarantee of Performance referred to in Section H Clause entitled, *Guarantee of Performance*. If a separate business entity is established for this Contract, the Contractor's parent company shall guarantee performance as evidenced by the Guarantee of Performance referred to in Section H Clause entitled, *Guarantee of Performance*. If the Contractor is a joint venture or other similar entity where more than one company is involved, the parent companies shall assume joint and several liabilities for the performance of the Contractor. In the event that any of the signatories to the Guarantee of Performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Project Manager for the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues. Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to Contract.

Name: Ralph Peterson  
Position/Company: President and CEO, CH2M HILL, LTD.  
Position/Organization: Chairman, Board of Directors, CH2M HILL Hanford Group, Inc.  
Address: 9191 South Jamaica Street, Englewood, CO 80112  
Phone: (303) 713-2522  
Facsimile: (303) 220-5106  
E-mail: rpeterso@ch2m.com

## H.7 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications, (Section K) submitted by the Contractor dated November 14, 2000, are hereby incorporated into this Contract by reference.

## H.8 PROJECT CONTROLS

- (a) In the performance of this Contract, the Contractor shall establish, maintain and use a project control system meeting the requirements specified in the Contract and identified below. The Contractor may use a pre-existing project control system, if such system satisfactorily addresses the system requirements defined in the Contract and identified below.
- (b) The project control system must meet the requirements of the following DOE guidance:
  - (1) *Integrated Planning, Accountability, and Budgeting System – Information Systems (IPABS-IS) Data Requirements*, (<https://ipabs-is.em.doe.gov/ipabs/>);
  - (2) *Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook*, February 16, 1999;
  - (3) DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.
- (c) Work Authorization. Approval of this Contract provides authorization for the Contractor to perform, subject to other Contract requirements, the full scope of work in the Contract. Any Contractor requested changes or DOE directed changes shall be addressed through the established change control process.
- (d) The Contractor will primarily implement Section I Clause DEAR 970.5222-2, *Overtime Management*, through incorporation of its policies and inclusion of information relating to overtime usage in the current project management tools of project planning and project

performance measurement. DOE reserves the right to require the submission of a separate plan for approval by DOE containing the data specified in DEAR 970.5222-2, should the Contracting Officer determine that action is necessary in accordance with requirements of that Clause.

#### H.9 SMALL BUSINESS SUBCONTRACTING PLAN

- (a) The Contractor shall submit a Small Business Subcontracting Plan for fiscal year (FY) 2001, and shall submit a revision to the plan within thirty (30) days of the beginning of each subsequent FY of the contract period. Once the Contracting Officer approves the plan, it will be incorporated into the Contract as Section J, Appendix I, *Small Business Subcontracting Plan*. Any revisions thereto shall be approved by the Contracting Officer and incorporated into the contract by a separate Contract modification.
- (b) The subcontracting plan will identify goals as specified by the Section I Clauses entitled, *Utilization of Small Business Concerns* and *Small Business Subcontracting Plan*. The plans shall provide meaningful opportunities for local and Regional businesses.
- (c) The Contractor commits to strengthen its small business subcontracting program.
  - (1) The Contractor's program will identify candidate work scope areas for which competitions among all categories of small businesses may be held, (categories of small businesses as defined in the Federal Acquisition Regulation (FAR) in Part 19 and elsewhere in the FAR, and as supplemented by the Department of Energy Acquisition Regulation e.g., small disadvantaged businesses, HUBZone businesses, women-owned small businesses, veteran owned small businesses, and other small businesses).
  - (2) The Contractor will seek to pre-qualify a pool of small businesses that are eligible for placement of task orders. The Contractor will develop placement procedures that will provide each small business (awardee) a fair opportunity to be considered for each order. The Contractor will not use any method (such as allocation or designation of any preferred awardee) that would not result in fair consideration being given to all awardees prior to placing each order. Exceptions are as follows: (a) only one awardee is capable of providing the supplies or services required at the level of quality required, because the supplies or services ordered are unique or highly specialized, (b) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order, or (c) it is necessary to place an order to satisfy a minimum guarantee.
  - (3) The Contractor will designate an ombudsman for this program. The ombudsman must review complaints from the small businesses in the program and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the individual subcontracts.

## H.10 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with Section I Clause entitled, *Contractor Purchasing System*, the Contractor shall ensure that any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties there under, or creation of any Subcontractor privity of contract with the Government.
- (b) Notwithstanding the requirements of DEAR 970.4402-3(a) and in accordance with DEAR 970.4402-3(b), *Purchasing from Contractor-Affiliated Sources*, the Contractor is authorized to obtain services to fulfill this contract from Contractor affiliated sources for performance of contract work itself (as distinguished from the purchase of supplies and services needed in connection with the performance of work) on an as needed basis. All requirements of DEAR 970.4402-3(b) shall be complied with.
- (c) The Contractor shall award subcontracts for conceptual and detailed design, and construction contemplated under the contract, unless prior Contracting Officer approval is obtained. If CH2M HILL self performs Construction, the Contracting Officer may require specific FAR Construction Clauses as previously identified in CH2M HILL Contract modification M030 to be implemented. The Contractor further agrees to identify its core competencies and consider these in its entire make or buy decisions. The identification of core competencies shall be submitted to the Contracting Officer within ninety (90) days of execution of this Contract.

## H.11 WITHDRAWAL OF WORK

- (a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, *Statement of Work*, of this contract performed by either another Contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn: (1) in order for the Government to conduct pilot programs; (2) if the Contractor's estimated cost of the work is considered unreasonable; (3) for less than satisfactory performance by the Contractor; or (4) or any other reason deemed by the Contracting Officer to be in the best interests of the Government. The U.S. Department of Energy (DOE) reserves the right to direct the assignment of any subcontract, including lower-tier subcontracts, to DOE whenever it deems it in its best interests.
- (c) If the withdrawn work has been authorized and funds obligated under Section B Clause entitled, *Obligation of Funds*, the work shall be terminated in accordance with the procedures in the Section I Clause entitled, *Termination (Cost-Reimbursement)*.
- (d) If the Contracting Officer withdraws any work, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

## H.12 ASSIGNMENT OF DOE PRIME CONTRACTS

During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign to this Contract (and Contractor agrees to accept) existing or future DOE prime contracts supporting River Protection Project work. The transfer of these prime contracts will be for administration purposes and in effect the transferred contracts will become subcontracts to this Contract.

### **H.13 ASSIGNMENT**

Neither this Contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Contracting Officer.

### **H.14 LEGAL MANAGEMENT PLAN**

This Contract is subject to the requirements of 10 Code of Federal Regulations Part 719, expected to be published in the Federal Register in January 2001, and the Contractor agrees to comply with the requirements as published therein. The Contractor is authorized to continue operating under its DOE approved Litigation Management Plan, until the proposed rule becomes final and the new Legal Management Plan is approved.

### **H.15 THIRD PARTIES**

Nothing contained in this Contract or its amendments shall be construed to grant, vest, or create any rights in any person not a party to this Contract. This provision is not intended to limit or impair the rights, which any person may have under applicable Federal Statutes.

### **H.16 EMERGENCY CLAUSE**

The Manager, U.S. Department of Energy, Office of River Protection (DOE-ORP), or designee shall have sole discretion to determine when an emergency situation exists as a result of facility operations within the physical boundaries defined by this contract affecting personnel, public health, safety, the environment, or security. The Manager, Richland Operations Office, or designee has the discretion to determine when an emergency condition exists elsewhere on the Hanford Site that may affect DOE-ORP employees. In the event the Manager, DOE-ORP, or designee determines such an emergency exists, the Manager, DOE-ORP, or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The Manager, DOE-ORP, or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

### **H.17 SHUTDOWN AUTHORIZATION**

- (a) In the event of a specific imminent environmental, health, or safety hazard, identified by facility line management, U.S. Department of Energy (DOE) Facility Representatives, operators, or facility health and safety personnel over viewing facility operations, the individual or group identifying the specific imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard. This shall be accomplished by directing the operator/implementer of the activity or process causing the imminent hazard to shutdown the activity or the facility or by initiating emergency response actions or other actions to protect the health and safety of the workers and the public and to protect DOE facilities and the environment. (DOE designated Facility Representatives provide technical oversight of operations to help line management ensure that the facilities are operated in a safe, healthful, and environmentally acceptable manner in accordance with DOE Orders and other requirements. As such, they have "Stop Work" and "Shutdown Authorization" authority.)

In the event an imminent environmental, health, or safety hazard is identified, the individual or group that identified the hazard shall coordinate with an appropriate Contractor official, who will direct as needed, broader shutdown actions or other actions, as required. Such mitigating actions shall be subsequently coordinated with the Manager, Office of River Protection, the facility/site DOE management, and the facility/site Contractor management. The shutdown direction shall be promptly confirmed in writing from the cognizant Contracting Officer.

This authority is in addition to the Section I Clause entitled, *Stop-Work Order*.

- (b) In the event of a non-imminent environmental, health, or safety hazard identified by facility line managers, facility operators, health and safety personnel over viewing facility operations, or by independent oversight organizations, the individual or group identifying the potential environmental, health or safety hazard may recommend corrective action or facility shutdown. However, the recommendation must be coordinated with the Contractor management at the facility, the responsible DOE manager, and the Manager, Office of River Protection. Any written direction to shutdown operations will be issued in coordination with the Contracting Officer.
- (c) After shutdown by DOE, an operation or facility may become operational only after receiving written authorization from the Manager, Office of River Protection, or his delegated authority, in coordination with the Contracting Officer.
- (d) The Contractor shall provide in its purchasing system policies, practices, and procedures for flow down of appropriate requirements of this Clause to subcontractors performing work on-site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described herein.

#### **H.18 PAYMENT BONDS AND PERFORMANCE BONDS**

The Contractor will not be required to furnish payment bonds and performance bonds. However, the contractor shall obtain construction bonds from subcontractors as identified in DEAR 970.5244-1(4) (f) (2).

#### **H.19 TRAVEL RESTRICTIONS**

- (a) For Contractor travel expenses incurred on or after October 1, 2000, a ceiling limitation of \$475,000 (Fiscal Year 2006) shall apply to all reimbursements made for Contractor travel expenses funded by the *Energy and Water Development Appropriations Act* under this Contract. Expended funds, which exceed the established ceiling, will be unallowable unless otherwise authorized by the Contracting Officer. This ceiling will be updated annually by a letter from the Contracting Officer.
- (b) Some travel costs are exempt from the ceiling, examples are:
  - (1) Travel performed under work for others agreements;
  - (2) Travel of subcontractors;
  - (3) Travel of non-DOE users to participate in experiments at DOE user facilities;
  - (4) Travel costs of travel management centers;
  - (5) Travel costs funded by other appropriations;
  - (6) Relocation costs;

- (7) Costs of workshops/seminars (other than travel costs), such as, rental of meeting rooms, public address equipment, speakers' fees;
  - (8) Registration costs of training classes;
  - (9) Travel expenses within the Laboratory Directed Research and Development Program; and
  - (10) Travel associated with recruitment.
- (c) Notwithstanding any other provisions of the Contract or the source of funding, the Contractor further agrees that none of the funds obligated under the Contract may be used to reimburse employee travel costs, which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. Costs, which exceed these rates and amounts, will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.
- (d) Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
- (1) Federal Travel Regulations (FTR) for travel within the 48 states;
  - (2) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
  - (3) Standardized Regulations (SR) for travel allowances in foreign areas.
- (e) Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to Contractor travel.
- (f) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

## **H.20 SEPARATE BUSINESS UNIT**

The work performed under this Contract by the Contractor shall be conducted by a separate corporate entity from its parent company. The separate corporate entity must be set up solely to perform this Contract and shall be totally responsible for all Contract activities.

## H.21 SEGREGATION OF COSTS

- (a) Whenever the Contract contains both fixed price and cost type arrangements, the Contractor shall maintain separate accounts for each unique contract type arrangement, by task order or other suitable accounting procedure, of all incurred segregable, direct costs of work, allocable to the work effort directly related to each contract arrangement.
- (b) Whenever the contract contains a provision for an incentive for a portion of the work effort under the contract, the Contractor shall maintain separate accounts, by Work Authorization Directive or other suitable accounting procedure, of all incurred segregable direct costs of work, allocable to the work effort directly related to the incentive arrangement.
- (c) The Contractor shall maintain all such accounts, required pursuant to the paragraphs above, in accordance with the Section I Clauses entitled, *Ownership of Records and Accounts, Records and Inspection*, but, in no case, for a period of less than three (3) years following the Government's determination of the applicable incentive fee.

## H.22 INDIRECT COST ALLOCATIONS

For the base contract period and any extension thereof, corporate home office costs/allocations may be allowable only when a directly causal and/or beneficial relationship to the U.S. Department of Energy program is demonstrated and approved by the Contracting Officer.

## H.23 EARNED VALUE MANAGEMENT SYSTEM

- (a) In the performance of this contract, the Contractor shall use an earned value management system (EVMS) that is recognized as meeting the best business practice guidelines provided in ANSI/EIA-748 Standard, *Earned Value Management System*. The Contractor shall pursue and obtain DOE certification of their EVMS.
- (b) The Contractor shall apply the system to the contract in a graded fashion and shall be prepared to demonstrate to the Contracting Officer that the EVMS meets the guideline referenced in paragraph (a) of this Clause. The graded approach would concentrate application of the EVMS on line-item capital projects with selected application on other mutually agreeable project type efforts. No application of EVMS to level of effort type activities will be required.
- (c) The Contracting Officer may require integrated baseline reviews. The objective of the integrated baseline review is for the U.S. Department of Energy (DOE) and Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. The Contractor is responsible for evaluation of its system. This includes self-evaluation of the system, conformity with the standard, and notification to the Contracting Officer of any significant system changes.
- (d) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or duly authorized Contracting Officer's Representative (COR). Access is to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this Clause.
- (e) The Contractor shall include a Clause similar to this in appropriate subcontracts.

## H.24 FINANCIAL MANAGEMENT SYSTEM

- (a) The Contractor's accounting system must have the electronic capability to generate and transmit by acceptable mode, the periodic detailed accounting information, at a minimum monthly and at year-end, to the U.S. Department of Energy (DOE) Primary Accounting System for reporting financial activity under this contract in accordance with DOE requirements.
- (b) The Contractor shall maintain and administer a financial management system that (1) is suitable to provide proper accounting in accordance with Generally Accepted Accounting Principles, and Cost Accounting Standards, except as modified by DOE requirements; (2) provides accurate and reliable financial and statistical data on a timely basis; (3) ensures accountability for all assets; (4) supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), program baseline summaries (PBS), and local projects/tasks; (5) maintains proper funding authorization; (6) provides sufficient management controls per Section I Clause entitled, *Management Controls*, and internal controls; (7) integrates and reports the financial information for subcontractors; and (8) provides all other necessary financial reports which shall include accumulating and reporting indirect and support costs by function. The Contractor will be requested, periodically, to provide certain functional cost information not normally provided to DOE on a routine basis, but should be otherwise available through query of the Contractor's accounting system.
- (c) The Contractor shall submit a plan for DOE approval of any substantive change to the financial management system or subsystems at least sixty (60) days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new systems are subject to audit or review.

## H.25 ENGINEERING STANDARDS, DESIGN CRITERIA, AND CONSTRUCTION STANDARDS

The contractor shall develop a consistent and uniform set of Engineering Standards, Design Criteria, and Construction Standards based on the requirements of the applicable DOE Directives listed in accordance with the Section I Clause entitled, *Laws, Regulations, and DOE Directives*. This set of standards and criteria will be documented, placed under configuration control, and used uniformly across projects and programs in the design, construction, and modification of facilities, structures, systems, or major components. Where an authorization basis, agreement or document governs a facility, structure, system or major component, the criteria and standards will be considered a material part of the authorization basis, agreement or document.

## H.26 LEGAL AGREEMENTS (TRI-PARTY AGREEMENT AND OTHERS)

The U.S. Department of Energy (DOE), U.S. Environmental Protection Agency Region 10 (EPA), and Washington State Department of Ecology (Ecology) have entered into the *Hanford Federal Facility Agreement and Consent Order*, referred to as the Tri-Party Agreement (TPA) to ensure compliance with the *Resource Conservation and Recovery Act of 1976 (RCRA)* and the *Comprehensive Environmental Response, Compensation, and Liability Act of 1989, as amended (CERCLA)*. The TPA sets forth certain requirements and milestones for cleanup activities at the Hanford Site. The Contractor agrees to plan and perform the work under this contract in accordance with DOE direction concerning implementation of the TPA and achievement of current and future milestones in the TPA. TPA change requests will be prepared and processed as soon as possible to reconcile any discrepancies between the River Protection Project (RPP) baseline and the TPA.

Interim Stabilization Consent Decree: DOE and Ecology have entered into the Consent Decree (CT-99-5076-EFS). The Consent Decree sets forth certain requirements and milestones for risk reduction activities at RPP, such as interim stabilization of single-shell tanks and Waste Treatment and Immobilization Plant (WTP) contracting. The Contractor agrees to plan and perform the work under this contract in accordance with DOE direction concerning implementation of the Consent Decree and achievement of current and future milestones in the Consent Decree.

## H.27 ENVIRONMENTAL RESPONSIBILITY

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

- (a) Environmental Permits. The Contractor is responsible to DOE for operation of the treatment, storage and/or disposal (TSD) units known as the Single Shell Tank System (SST), Double Shell Tank System (DST), 204-AR Waste Unloading Station, 242-A Evaporator, 222-S Laboratory and the Grout Treatment Facility (GTF) (collectively for this clause hereinafter "Tank Farms") in compliance with the laws, regulations, etc., as stated in the paragraph above and in accordance with the terms of the environmental permits that have been certified in writing by the Contractor, and signed by DOE as "owner/operator" and by the Contractor as "co-operator."
- (b) Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE shall sign permits as owner or co-operator with Contractor as operator or co-operator. DOE will co-sign Hazardous Waste permit applications as owner/co-operator where required by applicable law. In this scenario, the Contractor must coordinate its actions with DOE. The Contractor shall accept assignment as "co-operator" of environmental permits, permit applications, or other related documentation associated with the TSDs described in the above paragraph (a). DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. The Contractor is responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact implementation of any permit requirement.
- (c) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE shall sign such permits as owner or operator and affected contractors shall sign as operator or co-operators. In this scenario, the Contractor must coordinate as appropriate with DOE and other contractors affected by the permit.
- (d) Permit Applications and Closure Plans. The Contractor shall work cooperatively with DOE to jointly prepare any permit applications and Closure Plans that must be signed or co-signed by DOE. In the event the permit application or closure plan is required to be co-signed, submitted by DOE, or is related to a permit in which DOE is a permittee, the Contractor shall provide the application or closure plan for review and comment. Every effort will be made to prepare, review and submit permit applications and closure plans as defined on the Integrated Mission Execution Schedule (IMES) or current Tank Farm project schedule.

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

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

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

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

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

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

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

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

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

- (i) Discussions/Interactions. DOE may, in its discretion, choose to be plan and lead negotiations with regulatory agencies. Upon receiving DOE concurrence, Contractor may plan and lead negotiations with regulatory agencies consistent with objectives in Section J, Appendix D. The Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written or verbal authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Contractor may make non-obligatory commitments with regulatory agencies such as agreeing to meet on a weekly basis. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments. In the event DOE chooses to allow the Contractor to conduct such negotiations without direct DOE participation, the Contractor shall keep DOE fully advised as to the progress of such negotiations. It is recognized that the challenges posed by this contract, require that the Contractor actively participate with DOE in setting the long-term strategy for the Tank Farm work activities and to plan and lead interactions with the regulators affecting the work scope of this contract. Contractor personnel will work closely with DOE staff to assure that the proper preparations are made for meetings with the regulators and that strategies are developed and implemented that allow the Hanford Waste Treatment Complex to succeed at meeting regulatory and programmatic obligations for the least cost. DOE specifically recognizes that generally it is preferable for the Contractor to take the lead in discussions and/or interactions with the regulators, in particular where it is necessary to obtain regulatory relief to insure that work scope and the Baseline are in compliance with Federal, State, and local regulatory requirements.

- (j) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this contract, DOE will require the Contractor on an allowable cost basis to take all necessary steps to transfer to DOE all environmental permits held by the Contractor. DOE and/or the successor Contractor will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs; claims, demands, fines and penalties, including reasonable legal costs arising prior to the date such permits are transferred to another party. Contractor shall not be liable for any such claims occurring after formal transfer of this contract unless said claims result from Contractor's action or inaction.
- (k) Miscellaneous. The Contractor shall accept as co-operator assignment or transfer of permits held by DOE associated with the Tank Farm mission as described in the Contract. In the case of permit applications that are co-signed by DOE with the Contractor, DOE may sign the application through the Manager of the Richland Operations Office, or the Manager of the Office of River Protection, or both (or the Managers' authorized designees), as determined by DOE in its sole discretion.

## **H.28 CONTRACTOR DELIVERABLES FOR EXTERNAL REGULATORS OR AGENCIES**

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

## **H.29 HAZARDOUS MATERIALS**

In implementation of the Section I Clause entitled, *Hazardous Material Identification and Material Safety Data*, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored, or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. After Contract award, the Offeror shall submit the information required by paragraph (b) of the Section I Clause referenced above. The MSDS shall conform to the requirements of 29 Code of Federal Regulations Part 1910.1200 (g). The MSDS shall be readily accessible during each work shift to employees when they are in their work areas.

## **H.30 PRESERVATION OF ANTIQUITIES AND LAND AREAS**

Federal law provides for the protection of antiquities located on land owned or controlled by the U.S. Department of Energy (DOE). Antiquities include Indian graves or campsites, relics, and artifacts. The Contractor shall control the movements of its personnel and its subcontractors' personnel at the job site and provide appropriate training to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered. The Contractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits.

### **H.31 QUALITY ASSURANCE SYSTEM**

The Contractor shall develop and implement a company specific Quality Assurance Program (QAP), supported by documentation that describes its overall implementation of Quality Assurance (QA) requirements. The documentation shall identify the procedures, instructions, and manuals that will be used to implement the Contractor's QA Program within the Contractor's scope of work.

The Contractor shall utilize a technically defensible "graded approach" to develop the Contractor's QA Program. For nuclear facilities and projects, the Contractor shall base its approach on the requirements of 10 Code of Federal Regulations (CFR) Part 830, Subpart A, DOE O 414.1C Quality Assurance, and the joint RL/ORP guidance provided in 03-ABD-0047. For those elements of the Contractor's work scope that involve interim storage and on-site transportation of Immobilized High Level Waste, the Contractor shall base its graded approach on the Office of Civilian Radioactive Waste Management (OCRWM) Quality Assurance Requirements and Description (QARD), DOE/RW-0333P Revision 18.

### **H.32 SUBCONTRACTOR ENVIRONMENT, SAFETY, QUALITY, AND HEALTH REQUIREMENTS**

The U.S. Department of Energy (DOE) and the Contractor are committed to zero accidents on the Hanford Waste Treatment Complex (HWTC). To that end, unless expressly approved by the Contracting Officer's Representative or the Head of Contracting Activity (HCA), the Contractor is required to evaluate, prior to subcontracting whether the subcontractor has an acceptable Environmental, Safety, Quality, and Health (ESQ&H) program and that satisfies the following minimum requirements:

- (a) An ESQ&H program that is compliant with applicable local, State, Federal and DOE regulatory requirements;
- (b) Employees are properly trained and equipped to perform their assigned work. The subcontractor has established an orientation program for new hires, which includes ESQ&H;
- (c) Policies and procedures are in place to eliminate accidents, injuries/illnesses, and damage to property and equipment;
- (d) ESQ&H records are adequately and properly maintained;
- (e) Accidents/incidents are investigated promptly and required reports are generated. If the investigation discovers inadequacies in either the work process or the policies and procedures, the appropriate processes are put in place to avert the accident/incident in the future and personnel are provided proper training;
- (f) Hazards are identified and appropriate measures are taken to ensure that personnel and equipment are adequately protected as a result of identified hazards;
- (g) Employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal;
- (h) The frequency of ESQ&H meetings with employees to discuss the work to be performed and the hazards associated with the work is based on the scope of work and commensurate with the work hazards;
- (i) ESQ&H inspections/audits are conducted to evaluate effectiveness of the program;

- (j) The subcontractor has an average Experience Modification Rate (EMR), Occupational Safety and Health Administration (OSHA) Recordable, and Lost Workday case rate(s) of (1.0, 3.2, and 0.64), respectively, or less, for the previous three (3) years and shows an improving trend in safety performance; however, for construction subcontractors the values shall be less than 1.0, 3.2, and 3.0.
- (k) The subcontractor has an established written Hazard Communication Program and a system within the program to maintain Material Safety Data Sheets (MSDS);
- (l) The subcontractor has had no significant willful citations from OSHA or other regulatory organizations during the previous three (3) years;
- (m) The subcontractor has received no fines for Nuclear Regulatory Commission non-compliances during the previous three (3) years.

The Contractor shall flow down all applicable ESQ&H program criteria to the lowest tier subcontractor performing construction, equipment fabrication or commissioning.

### H.33 LABOR RELATIONS

- (a) The Contractor, and its major subcontractors, will respect the rights of employees, (1) to organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees own choosing; and engage in other protected concerted activities for the purpose of collective bargaining, or (2) to refrain from such activities.
- (b) To the extent required by law, the Contractor and its major subcontractors shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain to good faith impasse or agreement, or otherwise satisfy applicable bargaining obligations.
- (c) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
  - (1) Possible strike situations affecting the facility;
  - (2) Referral to the Energy Labor-Management Relations Panel;
  - (3) Referral to the National Labor Relations Board at any level;
  - (4) Recourse to procedures under the *Labor-Management Act of 1947*, as amended, or any other Federal or state labor law; and
  - (5) Any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

Cost of wages and fringe benefits, to employees represented by collective bargaining units, not in excess of those in appropriate collective bargaining agreements including the Hanford Site Stabilization Agreement, shall be allowable. The costs associated with grievance processing and settlements, arbitration, and arbitration awards shall be allowable in accordance with the provisions of the Contract Section I Clause entitled, *Insurance – Litigation and Claims*.

### H.34 ADVANCE UNDERSTANDING ON PERSONNEL COSTS, POLICIES AND PROCEDURES

The U.S. Department of Energy (DOE) has reached an advance understanding with the Contractor on certain personnel costs, related expenses, policies, and procedures. These costs are those associated with personnel policies and procedures, which the Contractor will apply to work under this Contract. ~~The Contractor agrees to negotiate in good faith changes to this Advance Understanding upon notification by the Contracting Officer.~~

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Advance review by DOE and written approval by the Contracting Officer of such personnel policies and procedures is required. Any exceptions noted in the Contracting Officer's written approval will govern the Contractor's application of the personnel policies and procedures under this contract. Any deviation from the personnel policies and procedures so approved must have DOE approval before costs occasioned thereby will be considered allowable (either direct or indirect) under the subject contract. In addition, DOE approval will be required for total annual compensation paid to each person designated as Key Personnel and identified in the Section I Clause entitled, *Key Personnel*, exclusive of bonus or incentive compensation pay which will not be an allowable cost under this contract. The Advance Understanding will be part of this Contract and included in Section J, *List of Documents, Exhibits, and Other Attachments*.

### H.35 DETERMINATION OF APPROPRIATE LABOR STANDARDS

The U.S. Department of Energy (DOE) shall determine the appropriate labor standards in accordance with the *Davis-Bacon Act*, which shall apply to work performed under this contract. Where requested by DOE, the Contractor shall provide such information in the form and timeframe required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts.

### H.36 WORKFORCE RESTRUCTURING

When the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer and seek approval, if required under applicable DOE guidance. The Contractor shall provide such information as directed by the Contracting Officer in support of the reduction of force effort and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall comply with the Hanford Site Workforce Restructuring Plan, as amended from time-to-time and shall supply workforce restructuring-related information and reports as needed by DOE. The Contractor shall extend displaced employees hiring preference in accordance with Section I Clause entitled, DEAR 952.226-74, *Displaced Employee Hiring Preference (June 1997)*

### H.37 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site, consists of a Basic Agreement dated September 10, 1984, plus an Appendix A. (The Site Stabilization Agreement is available in the DOE Public Reading Room. The Site Stabilization Agreement will be made a part of this Contract by reference upon award. The Contractor shall be required to comply with the most current Site Stabilization Agreement, and as modified throughout performance of the Contract.)
- (b) This Clause applies to employees performing work under U.S. Department of Energy Office of River Protection (DOE-ORP) contracts or subcontracts subject to the *Davis-Bacon Act*, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.

- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-ORP construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph (c) above to become signatory to the Site Stabilization Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Site Stabilization Agreement:
- (1) Article VII, Employment, Section 2 only
  - (2) Article XII, Non-Signatory Contractor Requirements
  - (3) Article XIII, Hours of Work, Shifts, and Overtime
  - (4) Article XIV, Holidays
  - (5) Article XV, Wage Scales and Fringe Benefits, Sections 1 and 2 only
  - (6) Article XVII, Payment of Wages - Checking In and Out, Section 3 only
  - (7) Article XX, General Working Conditions
  - (8) Article XXI, Safety and Health
- (e) The Contractor agrees to make no contributions in connection with this Contract to industry Promotion funds, or similar funds, except with the prior approval of the Contracting Officer.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78, Statutes 238-239), and the U.S. Department of Labor regulations in implementation thereof (29 Code of Federal Regulations (CFR) Parts 1, 3, 5).
- (g) The Contracting Officer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the Site Stabilization Agreement, including its Appendix A, is modified by the involved parties.
- (h) (1) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
- (2) The rights and remedies of the Government provided in this paragraph (1) above shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this paragraph are in addition to, and shall not relieve the Contractor of any obligation imposed by other clauses of the Contract, including those entitled, *Davis*

*Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, and Contract Termination-Debarment.*

- (j) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this paragraph, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name, address, social security number of each such employee, correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) of this Contract Clause. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit employee interviews during working hours on the job.
- (k) The Contractor agrees to insert this Clause, including this paragraph (k), in all subcontracts for the performance of work subject to the *Davis-Bacon Act*.

### **H.38 WORKERS COMPENSATION**

Pursuant to State of Washington Revised Code (RCW) Title 51, the DOE Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington. The Contractor is not required to pay for Workers' Compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor is responsible for withholding appropriate employee contributions and forwarding on a timely basis these contributions plus the employer-matching amount to DOE.
- d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program that provides workers' compensation benefit coverage to Contractor employees under this Contract.
- e) The contractor shall be responsible for all predecessor contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim information for information and reporting needs.
- f) The Contractor must certify to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves, and cooperate with any state audit.

- g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- h) Time-loss compensation will be paid to injured workers in accordance with the Revised Code of Washington (RCW) § 51.08.178 and other applicable requirements. Compensations paid to workers in excess of the amounts required by statute are unallowable costs under this contract, unless such compensation is otherwise required by an existing Hanford Site labor agreement.
- i) Subcontractors performing work under this Contract on behalf of the Contractor are not covered by the provision of the MOU between DOE and the State of Washington. The Contractor shall flow-down to its subcontractors the requirement to provide statutory workers' compensation coverage for the subcontractor's employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the subcontract.
- j) The Contractor will ensure all employees' and subcontractor employees receive training and have a clear understanding of the workers' compensation process.
- k) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- l) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- m) The Contractor shall submit to the Contracting Officer, an evaluation and analysis (at least yearly) of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE (once DOE has provided the Contractor with the necessary data to perform the analysis required in this paragraph).
- n) Contractor shall develop and maintain a website that is available to employees with workers' compensation information.
- o) Employees shall receive additional information on the workers' compensation process when a claim is filed. This information should include but is not limited to; company contacts, approval needed for appointments, time off, etc.
- p) Submission of ad hoc reports and other information as may be required by DOE.
- q) Briefings to DOE as requested.

### **H.39 INFORMATION**

- (a) Release of Information
  - (1) The Contractor shall be responsible for developing, planning, and coordinating proactive approaches to timely dissemination of information regarding U.S. Department of Energy (DOE) unclassified activities onsite and offsite as directed by the Contracting Officer.
  - (2) The Contractor shall be responsible for following DOE guidelines and/or procedures for all oral, written and audio/visual information material prepared for public use, including technical information.

- (b) **Unclassified, Controlled, Nuclear Information (UCNI):** Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified, Controlled, and Nuclear Information as determined pursuant to Section 148 of the *Atomic Energy Act of 1954*, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives, and Section I Clauses entitled, *Security and Classification/Declassification*.
- (c) **Confidentiality of Information:** To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information that is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information that the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
  - (4) Information that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, Contractor personnel shall also sign such an agreement.

- (d) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

**H.40 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2001)**

The Contractor or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 United States Code 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.41 LOBBYING RESTRICTIONS (DEPARTMENT OF INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 2001)**

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity of the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.42 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)**

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398). The Contractor shall provide records in accordance with DEAR Clause 970.5204-3 entitled, *Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

- a) The Contractor shall provide support services as required to verify employment and other records, which provide pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees. In addition, the Contractor shall provide reports as directed by DOE.
- b) The Contractor shall provide an EEOICPA point of contact; this employee must attend meetings as requested by DOE.
- c) The Contractor shall agree to the promulgation of new clauses or amendments of the Contractor Human Resource Management Programs that are currently found in DOE Order 350.1, Change 1. Subsequent to such promulgation, the Contractor shall agree to incorporate all required clauses and negotiate the cost and resource impacts needed to implement these clauses. All communications with out side agencies in relation to EEOICPA will be coordinated through DOE
- d) The Federal Compensation Program Act (FCPA) electronic reporting system will be provided to the Contractor.
- e) The Contractor shall provide the support necessary to accomplish the following DOE EEOICPA activities, for the Contractor and any named subcontractors;
  - a. Locate, retrieve and copy (2 copies) personnel and other program records as requested;
  - b. Perform records research needed to complete the U.S. Department of Labor (DOL) claims or to locate records needed to complete the claim;
  - c. Perform/coordinate records declassification activities required for the processing of claims forms;
  - d. Keep FCPA information current on EEOICPA claims activities.

- e. Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of date entered in the FCPA by DOE.

#### **H.43 USE OF DOE FACILITIES**

The Contractor may conduct programs of local community assistance to mitigate adverse impacts of closure or reconfiguration of U.S. Department of Energy (DOE) facilities. Such programs may provide for the lease or transfer of DOE property at less than fair market value in accordance with the *Hall Amendment* (Public Law 103-160, Section 3154 and 3155). Any lease or transfer of DOE property must be prior-approved in writing by the Contracting Officer.

#### **H.44 RESERVED**

#### **H.45 RESERVED**

#### **H.46 RESERVED**

#### **H.47 NON-COMMERCIAL AVIATION ACTIVITIES AND SERVICES**

As required to perform the Statement of Work described in Section C of this Contract, the Contractor may purchase non-commercial aviation services for aerial photography. Such aerial photography services shall be obtained only from the U.S. Department of Energy (DOE) Hanford Contractor approved to provide aviation services for the Hanford Site. The DOE Contracting Officer and the Hanford Aviation Manager/Safety Officer must approve all other non-commercial aviation or aviation-related services in advance.

#### **H.48 FEE REDUCTION FOR CHANGES IN KEY PERSONNEL**

Key personnel are considered to be essential to the work being performed on this Contract. Prior to implementing a CH2M HILL Hanford Group, Inc. decision to reassign any Key Person to a non CH2M HILL Hanford Group, Inc. position or substituting any of the specified Key individuals, or proposing them as a key person under another contract, the Contractor shall notify the Contracting Officer not less than thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this Contract.

It is recognized that Key Personnel may choose to retire or accept other positions. This clause only applies to a CH2M HILL Hanford Group, Inc. decision to reassign any Key Person to a non CH2M HILL Hanford Group, Inc. position.

Unless approved in writing by the Contracting Officer, no key personnel position will remain unfilled by a permanent replacement for more than 60 days. The key personnel list shall be amended during the course of the Contract to add or delete key personnel as appropriate and approved by the Contracting Officer.

Anytime the overall Tank Farm Contract Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, fee will be reduced by \$50,000. In addition, each time any of the other Key Personnel proposed are replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, fee will be reduced by \$15,000 for each removed or replaced individual.

The Contractor may request, in writing, that the Contracting Officer waive all or part of a fee reduction if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The key personnel for this contract are listed in Section J, Appendix A.

**PART II – CONTRACT CLAUSES  
SECTION I  
CONTRACT CLAUSES**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-in Information (See FAR 52.104(d))</b>
I.1	FAR 52.202-1	Definitions (JUL 2004) (as supplemented by DEAR 952.202-1)	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)	None
I.9	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)	None
I.10	FAR 52.204-7	Central Contractor Registration – Alternate I (OCT 2003)	(b) December 31, 2003
I.11	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)	None
I.12	FAR 52.211-5	Material Requirements (AUG 2000)	None
I.13	FAR 52.215-2	Audit and Records – Negotiation (JUN 1999)	None
I.14	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.15	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)	None
I.16	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 1997)	None
I.17	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)	None
I.18	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.19	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.20	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.21	FAR 52.216-7	Allowable Cost and Payment (DEC 2002)	None
I.22	FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)	None
I.23	FAR 52.219-9	Small Business Subcontracting Plan (JUL 2005) – Alternate II (OCT 2001)	None
I.24	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.25	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.26	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.27	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)	None
I.28	FAR 52.222-6	Davis-Bacon Act (JUL 2005)	None
I.29	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.30	FAR 52.222-26	Equal Opportunity (APR 2002)	None
I.31	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	None
I.32	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)	None
I.33	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	None
I.34	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	None
I.35	FAR 52.222-41	Service Contract Act of 1965, as Amended (JUL 2005)	None
I.36	FAR 52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)	None
I.37	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JUN 1997) – Alternate I (JUL 1995)	(b) None
I.38	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)	None
I.39	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.40	FAR 52.223-10	Waste Reduction Program (AUG 2000)	None
I.41	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	None
I.42	FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)	None
I.43	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.44	FAR 52.224-2	Privacy Act (APR 1984)	None
I.45	FAR 52.225-1	Buy American Act – Supplies (JUN 2003)	None
I.46	FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)	None
I.47	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)	None
I.48	FAR 52.227-1	Authorization and Consent (JUL 1995)	None
I.49	FAR 52.227-2	Notice and Assistance Concerning Patent and Copyright Infringement (AUG 1996)	None
I.50	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.51	FAR 52.227-23	Rights to Proposal Data (JUN 1987)	None
I.52	FAR 52.230-2	Cost Accounting Standards (APR 1998)	None
I.53	FAR 52.230-6	Administration of Cost Accounting Standards (APR 2005)	None
I.54	FAR 52.232-17	Interest (JUN 1996)	None
I.55	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.56	FAR 52.232-24	Prohibition of Assignment of Claims (JAN 1986)	None
I.57	FAR 52.232-25	Prompt Payment (OCT 2003)	None
I.58	FAR 52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)	None
I.59	FAR 52.233-3	Protest After Award (AUG 1996) – Alternate I ((JUN 1985)	None
I.60	FAR 52.236-8	Other Contracts (APR 1984)	None
I.61	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.62	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.63	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.64	FAR 52.242-3	Penalties for Unallowable Costs (MAR 2001)	None
I.65	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.66	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.67	FAR 52.242-15	Stop-Work Order (AUG 1989) – Alternate I (APR 1984)	None
I.68	FAR 52.243-2	Changes-Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)	None
I.69	FAR 52.243-6	Change Order Accounting (APR 1984)	None
I.70	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 10 days. (d) 30 days.
I.71	FAR 52.244-2	Subcontracts (AUG 1998) – Alternate II (AUG 1998)	(e) None
I.72	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.73	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (DEC 2004)	None
I.74	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.75	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)	(a) U.S. Department of Energy... (b) U.S. Department of Energy... Contract No. DE-AC27-99RL14047... U.S. Department of Energy, Office of River Protection, Acquisition Management Division, H6-60, P.O. Box 450, Richland, WA 99352
I.76	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004)	None
I.77	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.78	FAR 52.251-1	Government Supply Sources (APR 1984)	None
I.79	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.80	FAR 52.252-2	Clauses Incorporated by Reference (FEB 1998)	<a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a> ; <a href="http://www.pr.doe.gov/dear.html">http://www.pr.doe.gov/dear.html</a>
I.81	FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)	(b) The use in this contract of any Department of Energy Acquisition Regulation (48 CFR Part 9) Clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation
I.82	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
<b>DEAR 952 CLAUSES</b>			
I.83	DEAR 952.202-1	Definitions (MAR 2002)	None
I.84	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.85	DEAR 952.204-2	Security (MAY 2002)	None
I.86	DEAR 952.204-70	Classification/Declassification (SEP 1997)	None
I.87	DEAR 952.204-71	Sensitive Foreign Nations Controls (APR 1994)	None
I.88	DEAR 952.204-72	Disclosure of Information (APR 1994)	None
I.89	DEAR 952.204-73	Facility Clearance (MAY 2002)	None
I.90	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.91	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I.92	DEAR 952.208-70	Printing (APR 1984)	None
I.93	DEAR 952.209-72	Organizational Conflicts of Interest (JUN 1997) – Alternate 1	None
I.94	DEAR 952.215-70	Key Personnel (DEC 2000)	Section J, Appendix A
I.95	DEAR 952.217-70	Acquisition of Real Property (APR 1984)	None
I.96	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records ((APR 1984)	None
I.97	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (See FAR 52.104(d))
I.98	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.99	DEAR 952.227-9	Refund of Royalties (FEB 1995)	None
I.100	DEAR 952.227-13	Patent Rights-Acquisition by the Government (SEP 1997)	None
I.101	DEAR 952.242-70	Technical Direction (DEC 2000)	None
I.102	DEAR 952.247-70	Foreign Travel (DEC 2000)	None
I.103	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
I.104	DEAR 952.251-70	Contractor Employee Travel Discounts (DEC 2000)	None
		<b>DEAR 970 CLAUSES</b>	
I.105	DEAR 970.5203-1	Management Controls (DEC 2000)	None
I.106	DEAR 970.5203-2	Performance Improvement and Collaboration (DEC 2000)	None
I.107	DEAR 970.5203-3	Contractor's Organization (DEC 2000)	None
I.108	DEAR 970.5204-1	Counterintelligence (DEC 2000)	None
I.109	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None
I.110	DEAR 970.5204-3	Access to and Ownership of Records (JUL 2005)	None
I.111	DEAR 970.5208-1	Printing (DEC 2000)	None
I.112	DEAR 970.5215-1	Total Available Fee: Base Fee Amount and Performance Fee Amount (DEC 2000)	(a) (base fee is zero)
I.113	RESERVED		
I.114	DEAR 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (JAN 2004) – Alternate I (JAN 2004)	None
I.115	DEAR 970.5215.4	Cost Reduction (DEC 2000)	None
I.116	DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)	None
I.117	DEAR 970.5222-2	Overtime Management (DEC 2000)	None
I.118	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.119	DEAR 970.5223-2	Affirmative Procurement Program (MAR 2003)	None
I.120	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	None
I.121	DEAR 970.5226-1	Diversity Plan (DEC 2000)	None
I.122	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)	None
I.123	DEAR 970.5226-3	Community Commitment (DEC 2000)	None
I.124	DEAR 970.5227-1	Rights in Data – Facilities (DEC 2000)	None
I.125	DEAR 970.5227-4	Authorization and Consent (AUG 2002)	None
I.126	DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2000)	None
I.127	DEAR 970.5227-6	Patent Indemnity – Subcontracts (DEC 2000)	None
I.128	DEAR 970 5227-7	Royalty Information (DEC 2000)	None
I.129		RESERVED	
I.130	DEAR 970.5227-8	Refund of Royalties (AUG 2002)	None
I.131	DEAR 970.5228-1	Insurance – Litigation and Claims (MAR 2002)	None
I.132	DEAR 970.5229-1	State and Local Taxes (DEC 2000)	None
I.133	DEAR 970.5231-4	Preexisting Conditions (DEC 2000)	(a) September 30, 1999
I.134	DEAR 970.5232-1	Reduction or Suspension of Advance, Partial, or Progress Payments (DEC 2000)	None
I.135	DEAR 970.5232-2	Payments and Advances (DEC 2000) – Alternate II (DEC 2000) and Alternate IV (DEC 2000)	(c) "Appendix K"
I.136	DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2000)	None
I.137	DEAR 970.5232-4	Obligation of Funds (DEC 2000)	(a) See Section B, Clause B.2 for amount  (c) 60,60 see letter 02-BMA-084 for further clarification
I.138	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (DEC 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (See FAR 52.104(d))
I.139	DEAR 970.5232-6	Work for Others Funding Authorization (DEC 2000)	None
I.140	DEAR 970.5232-7	Financial Management System (DEC 2000)	None
I.141	DEAR 970.5236-1	Government Facility Subcontract Approval (DEC 2000)	None
I.142	DEAR 970.5237-2	Facilities Management (DEC 2000)	None
I.143	DEAR 970 5242-1	Penalties for Unallowable Costs (DEC 2000)	None
I.144	DEAR 970 5243-1	Changes (Dec 2000)	None
I.145	DEAR 970.5244-1	Contractor Purchasing System (DEC 2000)	None
I.146	DEAR 970.5245-1	Property (DEC 2000)	None
<b>CONSTRUCTION CLAUSES</b>			
I.147	FAR 52.202-1	Definitions (JUL 2004) (As supplemented by DEAR 952.202-1)	See Note
I.148	FAR 52.222-6	Davis-Bacon Act (JUL 2005)	See Note
I.149	FAR 52.222-7	Withholding of Funds (FEB 1988)	See Note
I.150	FAR 52.222-8	Payrolls and Basic Records (FEB 1988)	See Note
I.151	FAR 52.222-9	Apprentices and Trainees (JUL 2005)	See Note
I.152	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	See Note
I.153	FAR 52.222-11	Subcontracts (Labor Standards) (JUL 2005)	See Note
I.154	FAR 52.222-12	Contract Termination – Debarment (FEB 1988)	See Note
I.155	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	See Note
I.156	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	See Note
I.157	FAR 52.222-15	Certification of Eligibility (FEB 1988)	See Note
I.158	FAR 52.222-20	Walsh-Healey Public Contracts Act (DEC 1996)	See Note
I.159	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)	See Note
I.160	FAR 52.225-11	Buy American Act – Balance of Payments Program – Construction Materials under Trade Agreements (JAN	See Note

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
		2005)	
I.161	FAR 52.225-12	Notice of Buy American Act/Balance of Payments Program Requirement-Construction Materials Under Trade Agreements (JAN 2005)	See Note
I.162	FAR 52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)	See Note
I.163	FAR 52.232-27	Prompt Payment for Construction Contracts (DEC 2002)	See Note
I.164	FAR 52.236-5	Material and Workmanship (APR 1984)	See Note
I.165	FAR 52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (APR 1984)	See Note
I.166	FAR 52.236-19	Organization and Direction of the Work (APR 1984)	See Note

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

**SECTION J**  
**APPENDIX A - KEY PERSONNEL**

<b><u>Name</u></b>	<b><u>Title</u></b>
<b>M. S. Spears</b>	<b>President and General Manager</b>
<b>J. W. Long</b>	<b>Vice President, Waste Feed Operations</b>
<b>V. M. Pizzuto</b>	<b>Vice President, Closure Operations</b>

## Section J

### APPENDIX B - ADVANCE UNDERSTANDING ON PERSONNEL COSTS POLICIES AND PROCEDURES

#### JB.1 INTRODUCTION

This Advance Understanding sets forth the basis for determining the allowability of Contractor human resource management policies and related expenses that have cost implications under the Contract. This agreement is intended to cover the majority of the human resources costs incurred by the Contractor for work performed by employees assigned to work tasks authorized by the U.S. Department of Energy (DOE), Office of River Protection (DOE-ORP) in accordance with this Contract. Costs not specifically addressed in this advance understanding will be treated in accordance with applicable Federal Acquisition Regulation (FAR) cost principles.

The Contractor shall select, employ, manage, and direct the work force, and apply the policies set forth herein in general conformity with the methods used in the Contractor's private operations insofar as those methods are consistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer or designated representative. The Contractor recognizes that other data requests may be made from time to time and the Contractor agrees to cooperate in meeting such requests.

#### JB.2 GENERAL

Subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2 as supplemented by Department of Energy Regulation (DEAR) 931.2, and to the special conditions set forth below, personnel and related costs incurred for work under this contract by the Contractor in accordance with the Contractor's corporate-wide policies consistently and uniformly applied throughout the corporation's domestic operations, and approved by DOE-ORP, are allowable. Such policies will be summarized and submitted in the form of a Personnel Policies Manual applicable to this Contract by January 31, 2001.

Revisions to corporate-wide or contract-only policies and employee benefit plans which increase costs will be provided to DOE-ORP for review for allowability prior to incurrence of costs.

#### JB.3 DEFINITIONS

- (a) Contractor – CH2M HILL Hanford Group, Inc.
- (b) Credited Service – Length of service for employees shall mean employment with the Contractor or Major Subcontractors including recognized credited service with predecessor DOE Hanford Contractors. Service credit will be applied in accordance with this Contract and the Contractor's service credit policies regarding leave accrual, severance pay, and other benefit programs.
- (c) FAR – Federal Acquisition Regulation
- (d) Work Week – The basic (or regular) work week shall be 40 hours. Alternative work weeks may be established with the approval of the Contracting Officer. Submit all Proposed Alternative work weeks to the Contracting Officer for approval by April 1, 2001.

#### JB.4 DIRECT COMPENSATION

The Contractor shall submit its Compensation Program applicable to work under this Contract to the Contracting Officer for initial approval by April 1, 2001. Proposed Compensation Program

design changes, which affect costs, will also be submitted for review and approval by the Contracting Officer.

(a) Administration of Wages and Salaries of Nonrepresented Employees

Administration of Wages and Salaries of Nonrepresented Employees shall be carried out in accordance with sound wage and salary administration principles and in a manner which shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by FAR Subpart 31.205-6.

- (1) Compensation Increase Plan – No later than November 1 of each salary program year, the Contractor will develop and justify, in a manner prescribed by the Contracting Officer, a Compensation Increase Plan for exempt employees and a Compensation Increase Plan for non-exempt non-bargaining employees for review and approval. ORP will review/comment and approve within 60 calendar days of submittal of this plan. The funds are calculated as a percentage of exempt and non-exempt, non-bargaining base payroll at the end of the prior salary year, expressed as an annualized amount. The plans will include a separate fund for retention and recruitment incentives as defined in the FAR.

All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase might remain in the fund.

The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

The dollar amounts of the funds shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

- (2) Individual Employee Salary Approval – The base annual salary costs for employees of the Contractor designated as Key Personnel are reimbursable only to the extent each such salary has been approved on DOE Form 3220.5, *Application for Contractor Compensation Approval*, or other approved form, by the Contracting Officer.

The Contractor will provide supporting information with DOE Form 3220.5 (or other approved form) on all such compensation actions in advance of the effective date.

Effective March 7, 2003, no reimbursable base annual salary costs for individual CHG employees, who are not Key Personnel, can exceed the approved reimbursable salary for the lowest paid Key Personnel salary approved by the CO. All exceptions shall be approved by the CO in advance of the effective date.

- (3) Incentive Compensation, Bonuses and Project Assignment Allowances will not be allowable costs under this Contract unless specifically approved in advance by the Contracting Officer.

- (4) Salary Structures – The Contractor shall establish separate salary structures containing position grades, classifications, and salary ranges

for exempt and for non-exempt, non-bargaining employees who are assigned to work on the Contract. The structures shall be submitted to the Contracting Officer for review and approval in advance of incurrence of costs and no later than January 31, 2001, and as required thereafter. As long as the structures are within the guidelines of paragraph JB.4 (a)(1), "Compensation Increase Plan," a submittal will not be required. No salary above the maximum of the salary range shall be allowable except in those cases where the Contracting Officer authorizes a "red circle" rate.

(5) RESERVED

(6) Premium Pay - The Compensation Program shall contain provisions for any established premium payments to employees, such as overtime, shift differential and special qualification or certification pay.

(7) Compensation Reports - The Contractor shall submit reports and information relating to the administration of wages, salaries and benefits as the Contracting Officer may require from time-to-time to evaluate the reasonableness of the Contractor's total compensation program.

(b) Compensation - Employee Welfare and Other Benefit Plans

(1) General

Net costs of employer payments for the following non-statutory employee benefit plans, as related to work under this Contract, are allowable subject to the limitations and conditions set out in FAR 31.2. The initial terms and conditions of the plans shall be submitted to and must be approved by the Contracting Officer. Copies of employee communications, such as Summary Plan Descriptions, shall be provided to DOE when issued. Costs incurred in the administration of the following plans are allowable:

- (i) Life Insurance (Basic, AD&D, Personal Accident, Dependent, other)
- (ii) Disability Plans (Short Term and Long Term)
- (iii) Medical Insurance Plan (Indemnity, HMO, PPO, other)
- (iv) Dental Insurance Plans
- (v) Vision Plan
- (vi) Retiree Medical and Life Insurance Plans

Other Benefit Plans

- (vii) Flexible Spending Account(s) and similar programs (e.g., VEBAs)
- (viii) Employee Assistance Program
- (ix) Other supplemental employee paid plans such as Group Universal Life, Long Term Care

(2) Separation Pay

(i) The cost of separation pay allowances for employees with one (1) or more years of continuous service, who are involuntarily separated, will be allowable in accordance with the Contractor's policy. The initial policy, and any changes thereto which increase costs, require the approval of the Contracting Officer.

(ii) In the event that responsibility for performance of work and services or operation of part or all of the government-owned facilities under this Contract (including standby protection and maintenance functions) is assumed by another Contractor or Government agency, employees who are transferred to the employ of, or who are offered employment within their same classification or at positions of comparable responsibility by such Contractor or agency, which employment will commence within thirty (30) days after being laid off, will not be paid any separation pay allowance.

(3) FAS 106 Valuation – The Contractor will provide a copy of the FAS 106 Valuation to the DOE.

(c) Group Pension Plans

(1) General – Costs of the Contractor's participation with other Hanford Site Contractors in the Operations and Engineering Pension Plan, and the Hanford Contractors Multi-Employer Pension Plan for Hanford Atomic Metal Trades Council (HAMTC) Represented Employees, or identical plans as approved by the Contracting Officer, will be allowable for the purpose of providing retirement benefits only to employees under the Contract, and former employees of predecessor Hanford Contractors, who are eligible to participate in one or the other of the Plans in accordance with their terms. The Plans must be established and maintained as qualified defined benefit plans under the regulations of the Internal Revenue Code Service. The Plan and Trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of DOE. With respect to each of the plans, the parties agree as follows:

(2) Administration of the Plans

(i) Costs of employer contributions incurred under the terms of said plans and costs incurred in the course of their administration are allowable to the extent approved by the Contracting Officer. At DOE request, the Contractor shall provide an itemization of costs incurred for administration. The plan fund, not the Contractor, shall be liable for costs incurred in the course of administration.

(ii) The Contractor will provide to DOE copies of the following annual reports:

(A) Accounting reports and annual actuarial valuations. The reports and valuations will include at least the information specified in DOE Order 350.1, Chapter VI.

(B) DOL Form 5500 with schedules and attachments, as submitted to the Department of Labor each year.

(C) Financial Accounting Standards Board (FASB) Statement 87 Report. A copy of the FASB 87 report is prepared each year to satisfy the expense-reporting

requirement of the Office of Management and Budget.  
The final accounting period shall end with the effective  
date of Contract termination or expiration.

- (iii) Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act of 1974, amendments thereto, and any other applicable laws.
- (iv) The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each plan shall be no less than the minimum specified by IRC Section 412(b) nor greater than the tax-deductible limit specified by the IRC Section 404. All contributions to each pension fund shall equal the total amount currently attributable to participants in the plans. These contributions will be based on the actuarial valuation, as determined by the *Employee Retirement Income Security Act of 1974 (ERISA)*, as amended valuation for the most recent plan year. The fund shall be a trust.
- (v) If requested by DOE to do so, the Contractor will participate in pension plans established on a multiple or multi-employer basis applicable to some or all DOE prime cost-type Contractors on the Hanford Site. The Contractor will take no action concerning the termination, merger, or spin-off or other action affecting the status of the plans as separate contract-only plans without the approval of the Contracting Officer.
- (vi) Unless otherwise required by federal law or resulting from the collective bargaining process, no amendment to any of the pension plans shall result in allowable costs under this contract if the adoption date of such amendment is later than twelve (12) months before the termination or expiration date of the Contract.
- (3) Actions Required at Contract Termination or Expiration
  - (i) No Replacement Contractor - In the event that the Contract expires or is terminated without a replacement contractor; all employee-accrued benefits are to become 100 percent vested immediately irrespective of the Plan's vesting schedule. All employees would receive benefits equivalent to the value of their vested portion consistent with ERISA, as amended.
  - (ii) Replacement Contractor Situation - In the event of reassignment of all or a portion of the Contractor's work under this contract to a replacement Contractor(s) or upon termination or expiration of said contract followed by a replacement Contractor(s) the Contractor will assist DOE in the necessary arrangements for the replacement Contractor(s) to take over the plans, plan assets and plan liabilities. Such arrangements shall include preserving for these employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement

Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.

(iii) Change of Plan Sponsor - The DOE shall have the unilateral right to change a plan sponsor upon termination or expiration of the Contract.

(iv) Determination of Contract Service Pension Plan Assets and Liabilities

(A) Contract Service Assets - Contract Service Assets shall be determined in accordance with paragraph JB.4(c)(2)(ii)(A) above and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.

(B) Liabilities for Present and Future Benefits - The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.

(4) Financial Requirements - Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer. The Contractor shall actively manage any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE until the successor trustee or DOE is able to assume stewardship of those assets.

(5) Special Programs - The Contractor shall request DOE prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Such costs are unallowable until specifically approved by the Contracting Officer.

(d) Group Savings Plans

The Contractor will maintain two savings plans for employees who are eligible to participate in accordance with their terms; one plan for bargaining unit employees and one plan for non-bargaining employees (exempt and nonexempt). The plans must be established and maintained as qualified defined contribution plans under the regulations of the IRC. The plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of the Contracting Officer. With respect to the Plans, the parties agree as follows:

(1) Costs of employer matching contributions incurred and accrued under the terms of the plans are allowable. The plan fund, not the Contractor, shall be liable for the costs incurred in the course of its administration.

(2) The Contractor will provide DOE with annual accounting reports within seven months after the close of a plan year. In addition, a copy of IRS Form 5500 will be provided to DOE each year when prepared by the Contractor.

(3) Employee forfeitures of accrued benefits shall be in accordance with the terms of the Plan and such forfeitures shall be used to reduce

Contractor contributions made on behalf of remaining participating employees.

(4) In the event of Contract expiration or termination, the Contractor, if requested by DOE to do so, will transfer to a replacement Contractor the Plan, plan assets and plan liabilities.

(5) The Contractor will take no action concerning termination, merger, spin-off, or other action affecting the status of the plans as separate, contract-only plans without the approval of DOE.

(e) Paid Absences

(1) Personal Time Off – A Personal Time Bank (PTB) is established for eligible employees. Absences for leisure time off, personal time off, time away from work due to illness or injury, family emergencies or medical/dental appointments will be charged to the employee's PTB account if the employee wishes to receive pay for the absence. Non-exempt salaried employees will charge PTB for the above time off per FLSA requirements and Contractor PTB procedure as approved by Contracting Officer.

(i) Eligible Employee: Regular full-time or part-time exempt and salaried non-exempt employees.

(ii) Pay Rate: Hours taken as time off will be paid at the employee's base salary rate in effect at the time of absence.

(iii) Composition: Accrual rates will include the following:

(iv) Vacation: 0-5 years service	80 hrs/yr
>5 years service	120 hrs/yr
>10 years service	160 hrs/yr
>20 years service	200 hrs/yr

(v) Sick/Personal: Exempt	40 hrs/yr
Salaried non-exempt	56 hrs/yr

(vi) Time Not Included: Absences for the following will not be taken from an employee's PTB account: Death in the family (up to 5 days per event), excused absence (EA) time (8 hours per year for salaried nonexempt employees who work north of the Wye Barricade), jury duty, military, road conditions, plant injury, volunteerism, and miscellaneous absences as defined in the PTB Policy.

(vii) Cash Out Provision: Effective December 15 through December 31, 2005, employees may cash out all but 40 hours PTB hours (a minimum of 40 hours must remain in the employee's account). No PTB cash out requests will be permitted after December 31, 2005, pending a final determination regarding the new IRS regulations for the American Job Creation Act (AJCA) that changes the taxation of deferred compensation plans.

(A) The rate of cash out will be at the base salary at the time of cash out. Cash out will be in one-hour increments.

(B) Employees may opt to put the cash directly into their after-tax Savings Plan account.

(viii) Maximum PTB Hours: An employee may accumulate up to a maximum number of PTB hours as follows:

(A) In 2001 through December 31, 2005 – 1000 hours

(B) January 1, 2006 and thereafter – 2080 hours

(2) EXEMPT ACCRUALS (hours per biweekly pay period)

2003 and thereafter

0-5 years of service	4.615
5-10 years of service	6.154
10 to 20 years of service	7.692
More than 20 years of service	9.231

(3) SALARIED NONEXEMPT ACCRUALS (hours per biweekly pay period)

2003 and thereafter

0-5 years of service	5.231
5-10 years of service	6.769
10-20 years of service	8.308
More than 20 years of service	9.846

(f) Holidays: There shall be nine (9) days per calendar year designated as Facility Closure days. These shall be paid as full day absences. The nine approved facility closure days are: New Year's Day, President's Day\*, Memorial Day\*, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Friday After Thanksgiving, December 24 and Christmas Day. \*These days are observed on the day specified by Federal Law.

(g) Applicable Collective Bargaining Agreement shall cover bargaining unit personnel.

(h) The Contractor shall submit a report one year plus 30 days after the implementation of the revised PTB policy. The report will address requirements set forth in ORP letter 02-AMIC-082.

(i) Corporate Employees

Certain employees of the Contractor transferred from an affiliate to work under the Contract may continue to participate in their corporate group insurance, pension and savings, and severance pay plans. Costs for such continued participation while assigned to work under the Contract shall be billed to the Contract pursuant to applicable FAR cost principles and/or Cost Accounting Standards. DOE shall have no further obligation for costs incurred by the parent organizations on behalf of such employees after reassignment or termination from Contract work.

## **JB.5 TRAVEL AND RELOCATION COSTS**

Necessary and reasonable expenses incurred by employees and prospective employees for travel and relocation at the request of the company in connection with work under this Contract are allowable, subject to applicable provisions of FAR Subpart 31.2. Project Assignment Allowances and outbound relocation costs upon termination or expiration are unallowable. In accordance with these regulations, Contractor employees transferred from corporate entities will

be administered under the Contractor's common Relocation and Travel policies, which are subject to the review and approval of the Contracting Officer.

**JB.6 COLLECTIVE BARGAINING AGREEMENTS**

The Contractor will consult with DOE on all parameters before and during negotiations.

**JB.7 WORK FORCE RESTRUCTURING**

The Contractor will comply with the requirements of the applicable Hanford Site Work Force Restructuring Plan, which implements Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993*. Costs associated with the implementation shall be allowable for those activities described in the applicable Plan.

**JB.8 EMPLOYEE MORALE, RECREATION, SERVICE AWARDS, AND WELFARE PROGRAMS**

Costs incurred for such programs are allowable in an amount not to exceed thirty-five dollars (\$35.00) per employee per year.

**Section J**  
**APPENDIX C – DOE DIRECTIVES**

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following directives are applicable to work and activities conducted/accomplished by contractors at the Hanford Site. The applicability of given Environment, Safety, and Health (ES&H) directives to a specific facility or work activity/project may be determined through the Standards/Requirements Identification Document (S/RID) process, as approved by the appropriate DOE authority. Upon approval of an S/RID, that set of requirements is the ES&H directive/requirements set applicable to the facility, work/activity or project and supersedes the ES&H directives included in this list of directives.

The DOE directives found in the following list constitute the *List B – List of Applicable Directives*, referenced in the Section I Clause entitled, *Laws, Regulations, and DOE Directives*. The Contractor shall follow the established procedure to obtain relief from requirements of these directives where applicable. The Contractor has identified that the items marked with an asterisk (“\*”) may represent an impact on cost and schedule during the Contract extension period (FY07 and FY08). The Contracting Officer determined to include these requirements as part of the extension with the knowledge that the Contractor has not completed its cost and schedule impact analysis. The Contractor may submit its cost and impact analysis to the ORP on or after September 30, 2006 with regard to those marked with an asterisk.

It is anticipated that during the performance of this Contract the conditions for applicability of certain DOE directives may no longer exist. In any situation where the Contractor seeks relief from the requirements of such DOE directives, the Contractor may notify the Contracting Officer in writing explaining the reasons for its belief that the DOE directives no longer apply to contract performance. The Contracting Officer may determine that the conditions for applicability of a DOE directive still exist, and may direct the Contractor to continue compliance with the DOE directive.

<b>DOE DIRECTIVES</b>	
<b>Document Number</b>	<b>Title</b>
DOE O 110.3 CRD	Conference Management
DOE O 130.1 CRD	Budget Formulation Process
DOE M 140.1-1B CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.2	Safeguards Agreement and Protocol with the International Atomic Energy Agency (S/RID)
DOE O 142.3	Unclassified Foreign Visits and Assignments Program(S/RID)
DOE O 151.1C*	Comprehensive Emergency Management System (S/RID)

DOE O 203.1*	Limited Personal Use of Government Office Equipment including information Technology (S/RID)
DOE O 205.1	Department of Energy Cyber Security Management Program(S/RID)
DOE M 205.1-1*	Incident Prevention, Warning, and Response (IPWAR) Manual (S/RID)
DOE M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual (S/RID)
DOE O 210.2	DOE Corporate Operating Experience Program
DOE O 221.1 CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2	Cooperation with the Office of Inspector General
DOE O 225.1A	Accident Investigations
DOE O 226.1	Department of Energy Oversight Policy (S/RID)
DOE O 231.1A, Change 1*	Environment, Safety, and Health Reporting (S/RID)
DOE G 231.1-1*	Occurrence Reporting and Performance Analysis Guide (S/RID)
DOE M 232.1-2*	Occurrence Reporting and Processing of Operations Information (S/RID)
DOE O 241.1A, Change 1*	Scientific and Technical Information Management (S/RID)
DOE O 251.1B CRD	Directives System Order
DOE O 350.1, Change 1 CRD	Contractor Human Resources Management Programs
DOE O 413.1A	Management Control Program
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B	Real Property Asset Management (S/RID)
DOE O 430.2A*	Departmental Energy and Utilities Management (S/RID)

DOE O 433.1 <sup>1</sup>	Maintenance Management Program for DOE Nuclear Facilities (S/RID)
DOE O 435.1, Change 1*	Radioactive Waste Management (S/RID)
DOE O 440.1	Worker Protection Management for DOE Federal and Contractor Employees Guide
DOE O 440.1A	Worker Protection Management for DOE and Contractors
DOE M 440.1-1A	DOE Explosives Safety Manual
DOE O 442.1A	Department of Energy Employee Concerns Program S/RID
DOE O 450.1, Change 2	Environmental Protection Program
DOE G 450.4-1B	Integrated Safety Management System Guide (Volume 1) for use with Safety Management System Policies (DOE P 450.4, DOE P 450.5, and DOE P 450.6); the Functions, Responsibilities, and Authorities Manual; and the DOE Acquisition Regulation
DOE O 451.1B Change 1	National Environmental Protection Act Compliance Program
DOE O 460.1B*	Packaging and Transportation Safety S/RID
DOE O 460.2A	Departmental Materials Transportation And Packaging Management S/RID
DOE O 470.1	Safeguards and Security Program (S/RID)
DOE O 470.2B	Independent Oversight and Performance Assurance Program
DOE O 470.4	Safeguards and Security Program (S/RID)
DOE M 470.4-1 Change 1	Safeguards and Security Program Planning and Management (S/RID)
DOE M-470.4-2	Physical Protection (S/RID)
DOE M 470.4-4	Information Security (S/RID)
DOE M 470.4-5	Personnel Security (S/RID)
DOE M 470.4-6	Nuclear Material Control and Accountability (S/RID)

<sup>1</sup> The regulations and Orders listed in the second paragraph of the Contractor Requirement Document (CRD), Attachment 1 of DOE O 433.1, and those referenced in requirements 1 through 5 of the CRD, are listed in the CRD for reference only. Should ORP consider one of these requirement documents to be necessary, the document will be included in the Contract (if not already) by Contract Modification. The Contractor Maintenance Implementation Plan shall be submitted by date.

DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information (S/RID)
DOE M 471.1-1 Change 1	Identification and Protection of Unclassified Controlled Nuclear Information Manual (S/RID)
DOE M 471.2-2	Classified Information Systems Security Manual (S/RID)
DOE O 471.3	Identifying and Protecting Official Use Only Information (S/RID)
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information (S/RID)
DOE O 475.1	Counterintelligence Program (S/RID)
DOE M 475.1-1A	Identifying Classified Information (S/RID)
DOE O 481-1C	Work for Others (Non-Department of Energy) (S/RID)
DOE M 481.1-1	Reimburse Work for Non-Department Energy Work
DOE M 481.1-1A, Change 1	Reimbursable Work for Non-Federal Sponsors Process Manual
DOE N 481.1A	Reimbursable Work for Department of Homeland Security
DOE O 522.1	Pricing of Departmental Materials and Services (S/RID)
DOE O 534.1B	Accounting
DOE O 551.1B	Official Foreign Travel
DOE O 580.1*	Department of Energy Personal Property Management Program (S/RID)
DOE 1230.2	American Indian Tribal Government Policy
DOE 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 1450.4	Consensual Listening-In To or Recording Telephone/Radio Conversations
DOE 5480.19, Change 2*	Conduct of Operations Requirements for DOE Facilities (S/RID)
DOE 5480.20A, Change 1	Personnel Selection, Qualifications, and Training Requirements for DOE Nuclear Facilities (S/RID)
DOE 5480.4-4, Change 4	Environmental Protection, Safety, and Health Protection Standards (S/RID)

DOE 5530.3, Change 1	Radiological Assistance Program
DOE 5610.13	Joint Department of Energy/Department of Defense Nuclear Weapon Safety, Security, and Control Activities
DOE 5610.2, Change 1	Control of Weapon Data
DOE 5660.1B Change 1	Management of Nuclear Materials
DOE 5670.1A	Management and Control of Foreign Intelligence
DOE/RW-0333P Revision 11	Quality Assurance Requirements and Descriptions
SEN-22-90	DOE Policy and Signatures of RCRA Permit Applications
SEN-35-91	Nuclear Safety Policy
DOE Accounting Practice and Procedures Handbook (APPH), Chapter X, Product Cost Accounting, dated June 30, 1980	
<b>S/RIDS</b>	
Document Number	Title
HNF-SD-MP-SRID 001	(Last Approved Revision) River Protection Project Standards/Requirements Identification Document
<b>RL/DOE-ORP DIRECTIVES</b>	
Document Number	Title
HSL&T-1	Hanford Site Lock and Tag Standard, DOE-RL-SOD-INST-L&T.001 (S/RID)
ORP M 420.2B	Facility Representative Program
DOE-0 223	RL Emergency Implementing Procedures
HNF-5183	Tank Farm Radiological Control Manual (S/RID)
HNF-MP-5184	Radiation Protection Program
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-94-97	Selection of Analytical Methods for Mixed Waste Analysis at Hanford
DOE/RL-96-68 Revision 3	Hanford Analytical Services Quality Assurance Requirements Document
DOE-RL-2002-12	Hanford Radiological Health and Safety Document, Revision 1

**SECTION J  
APPENDIX D - PERFORMANCE BASED INCENTIVES**

This Appendix D, in combination with Section C, *Statement of Work*, constitutes the minimum performance requirements of the Contract. In addition, successful achievement of all funded work set forth in Section C and the performance-based incentives (PBI) contained in this Appendix D, constitutes satisfactory Contract performance. Table D-1 (Revision 6) is a summary of the fiscal year (FY) 2001 through 2006 PBIs, including a list of potential SSPBI areas. These PBIs were only effective during FY 2001 and FY 2002. Effective October 1, 2002, all existing PBIs prior to FY 2003 are cancelled and remaining unearned fee is reallocated in accordance with Contract Clause H.1(e). The PBIs for FY 2003 through FY 2006 are included in this section. These included: PBI-1, Store; PBI-2, Waste Treatment Plant Production Support (Feed Delivery and Product Receipt); PBI-3, Single-Shell Tank (SST) Retrieval and Closure; PBI-4, Supplemental Waste Treatment and Disposal; PBI-5, Closure Mission Advancement; and, PBI 6 – Maintain Operability and Integrity of Tank Farm Systems. Effective October 1, 2006, all existing PBIs prior to FY 2007 are cancelled.

The PBIs for FY 2007 through FY 2008 are included in this section. These include: PBI O – Improve Safety & Efficiency of the Tank Farm Project Operations, PBI -1, Improve Performance of Tank Farm Personnel, Equipment and Procedures (Infrastructure) for the Long Term ORP Mission; PBI-2, Double-Shell Tank Upgrades; PBI-3, Single-Shell Tank (SST) Retrieval; PBI-4, Demonstration Bulk Vitrification System (DVBS); PBI-5, 242-A Evaporator Upgrades.

**Summary of FY2006 through FY2008  
Performance Based Incentives**

<b>Number</b>	<b>Scope</b>	<b>Available Fee</b>
PBI-0	Improve Safety and Efficiency of the Tank Farm Project Operations	\$3,250,000
PBI-1	Improve Performance of Tank Farms Personnel, Equipment, and Procedures (Infrastructure) for the Long Term ORP Mission	\$8,900,000
PBI-2	Double Shell Tank Upgrades	\$1,350,000
PBI-3	Single Shell Tank (SST) Waste Retrieval	\$11,350,000
PBI 4	Demonstration Bulk Vitrification System (DBVS)	\$1,500,000
PBI 5	242-A Evaporator Upgrades	\$500,000
	<b>Total Available Performance Based Fee</b>	<b>\$26,850,000</b>
Fee	PBI 4 provides the opportunity to earn Fee, available only if activated by written direction from ORP for the purpose of Demonstrating DBVS Tank Waste Immobilization Technology	\$2,150,000
Acceleration Fee	Available providing Contractor is able to fund and complete defined work scope through savings on other work scope	\$9,500,000
	<b>Total Fee Available, including PBIs 0 through 5, Fee and Acceleration Fee</b>	<b>\$38,500,000</b>

Note: Completion criteria are attached to each PBI.

**PBI-0**

**Performance Based Incentive (PBI) Title: Improve Safety and Efficiency of the Tank Farm Project Operations.**

**Performance Fee available and assigned to this PBI: \$3,250,000**

<b>ORP Assistant Manager:</b> T. Smith	<b>ORP POC:</b> D. Noyes	<b>CH2M Manager:</b>	<b>CH2M POC:</b>
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**Desired Endpoint/Outcome**

The contractor is managerially and operationally in control of the Tank Farms and is meeting the mission performance expectations of the Department as stipulated within the contract. Operations are completed with increasing efficiency and effectiveness allowing more resources to be applied to mission critical work. The short and long term strategic planning and support activities are completed in a manner that incrementally improves mission performance.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee."

**Fee Bearing Milestones**

1. Improve overall safety and efficiency of Tank Farm Project operations. The contractor shall earn incremental payments based on semi-annual evaluations with a maximum available performance fee of \$812,500 for each complete 6-month period. The first six (6) month evaluation period starts October 1, 2006.

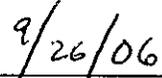
The objective criteria used for this milestone are the jointly owned performance indicators listed below. The monthly scoring of the performance indicator is a consensus determination of the CH2M HILL "owner" and the DOE "owner". The incremental fee shall be distributed equally to each key performance indicator. The fee will be paid based on monthly score at the rate of 100 percent for blue, 90 percent for green, 75 percent for yellow and 0 percent for red performance.

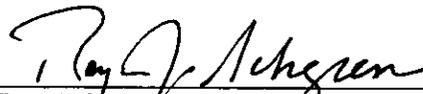
- Achieve and exceed Tank Farm Project cost and schedule performance.
  1. Cost Performance Index – Company Level
  2. Schedule Performance Index – Company Level
- Environmental, Safety, and Health performance
  1. Days Away and Restricted Workday Summary – Company Level
  2. Recordable Injury / Illness Summary – Company Level
  3. Reportable Environmental Releases
  4. Regulatory Agency Notices of Correction/Violation.
- Operational Safety Basis Performance
  1. Technical Safety Requirement Violations
- Maintain operability of safety related equipment
  1. System Health Ratings – Waste Feed Operations
  2. System Health Ratings – Closure Operations
  3. Corrective Maintenance Backlog – Company Level
  4. Overdue Preventative Maintenance Backlog – Company Level.

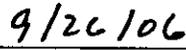
PBI- 0

**Signature Block**

  
\_\_\_\_\_  
Mark S. Spears, President  
And Chief executive Officer  
CH2M HILL Hanford Group, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roy J. Scherrens, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria**  
**PBI-0 Improve Safety and Efficiency of Tank Farm Project Operations**

1. Improve overall safety and efficiency of Tank Farm Project operations.
  - Work scope/completion criteria: The objective criteria used for this milestone are the jointly owned performance indicators listed in the incentive. The monthly scoring of the performance indicator is a consensus determination of the CH2M HILL owner and the DOE owner. The fee shall be calculated as the cumulative average of monthly scores for each fee bearing six month evaluation period at the rate of 100 percent blue, 90 percent for green, 75 percent for yellow, and 0 percent for red performance for each performance indicator.
  - Completion document: Submit the monthly score for each of the 11 performance indicators for the six (6) month period.

**PBI-1**

**Performance Based Incentive (PBI) Title: Improve Performance of Tank Farms Personnel, Equipment, and Procedures (infrastructure) for the Long Term ORP Mission.**

**Performance Fee available and assigned to this PBI: \$8,900,000**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>CH2M Manager:</b>	<b>CH2M POC:</b>
T. Smith	D. Noyes		

**Desired Endpoint/Outcome**

The contractor is managerially and operationally in control of the Tank Farms and is meeting the mission performance expectations of the Department as stipulated within the contract. Operations are completed with increasing efficiency and effectiveness allowing more resources to be applied to mission critical work. The short and long term strategic planning and support activities are completed in a manner that incrementally improves mission performance.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee."

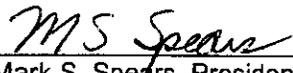
The fee bearing milestones shall be completed by the delivery schedule date. If the delivery schedule date is not achieved the unearned fee will be reduced to the following amounts: 90% for first quarter, 80% for second quarter, 50% for third quarter, and entire amount for one year.

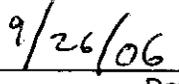
**Fee Bearing Milestones**

1. Vadose Zone and Surface Geophysical Exploration. Performance fee \$2,500,000.
  - a. Complete the near-surface vadose zone characterization utilizing the hydraulic hammer direct push technology for 35 direct push samples by September 30, 2007. The Contractor shall earn \$300,000 in incremental fee.
  - b. Complete the near-surface vadose zone characterization utilizing the hydraulic hammer direct push technology for 35 direct push samples by September 30, 2008. The Contractor shall earn \$300,000 in incremental fee.
  - c. Deploy Surface Geophysical Exploration in two of the following 4 tank farms TX, TY, U, and B (B Farm includes B, BX, and BY) by September 30, 2007. The Contractor shall earn \$375,000 in incremental fee.
  - d. Deploy Surface Geophysical Exploration in the remaining two tank farms not completed in 1.c above by September 30, 2008. The Contractor shall earn \$375,000 in incremental fee.
  - e. Construct surface barrier over T-106 tank and associate affected area or other area with ORP concurrence by September 30, 2007. The Contractor shall earn \$375,000 in incremental fee.
  - f. Construct one borehole, perform sampling and borehole decommission or 25 direct push samples by September 30, 2008. The Contractor shall earn \$375,000 in incremental fee.
  - g. Complete the Phase I RCRA Field Investigation (RFI) Report. The fee is forfeited if the work is not completed on or before the HFFACO milestone due date of January 31, 2008. The contractor shall earn \$200,000 in incremental fee.

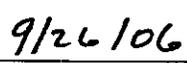


**PBI-1  
Signature Block**

  
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Mark S. Spears, President  
And Chief executive Officer  
CH2M HILL Hanford Group, Inc.

  
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Date

  
\_\_\_\_\_  
Roy J. Schepens, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria**  
**PBI-1 Improve Performance of Tank Farm Personnel, Equipment, and Procedures (Infrastructure)  
for the Long-Term ORP Mission**

1. Vadose Zone and Surface Geophysical Exploration (SGE) Technology.
  - a. Complete the near-surface vadose zone characterization utilizing the hydraulic hammer direct push technology for 35 direct push samples.
    - Work scope/completion criteria: Complete the near-surface vadose zone characterization utilizing the hydraulic hammer/direct push technology as per work plans developed in coordination with the site wide ground water protection program and approved by ORP which shall include geophysical logging of direct push probes and obtaining shallow soil samples using direct push technology for geochemical analysis.
    - Completion document: Samples collected per work plan and report of analytical results submitted to the ORP.
  - b. Complete the near-surface vadose zone characterization utilizing the hydraulic hammer direct push technology for 35 direct push samples.
    - Work scope/completion criteria: Complete the near-surface vadose zone characterization utilizing the hydraulic hammer/direct push technology as per work plans developed in coordination with the site wide ground water protection program and approved by ORP which shall include geophysical logging of direct push probes and obtaining shallow soil samples using direct push technology for geochemical analysis.
    - Completion document: Samples collected per work plan and report of analytical results submitted to the ORP.
  - c. Deploy Surface Geophysical Exploration in two of the following tank farms TX, TY, U, and B (B Farm includes B, BX, and BY).
    - Work scope/completion criteria: Deploy SGE technology in selected farms. Develop and demonstrate performance of SGE technology in accordance with work plans integrated with the site wide ground water protection program and approved by ORP in coordination with the groundwater integration program for the selected Tank Farms. The work plans will produce an SGE performance assessment report detailing the capability of the technology to identify contamination sources, estimate of contamination volumes, depths, and inventories.
    - Completion document: An SGE performance assessment report submitted to ORP detailing the capability and results of the technology application to identify the contamination sources, volumes, and inventories for the selected tank farms.
  - d. Deploy Surface Geophysical Exploration in remaining two tank farms not completed in 1.c.
    - Work scope/completion criteria: Deploy SGE technology in selected farms. Develop and demonstrate performance of SGE technology in accordance with work plans integrated with the site wide ground water protection program and approved by ORP in coordination with the groundwater integration program for the remaining two Tank Farms. The work plans will

- produce a SGE performance assessment report detailing the capability of the technology to identify contamination sources, estimate of contamination volumes, depths, and inventories.
- Completion document: An SGE performance assessment report submitted to ORP detailing the capability and results of the technology application to identify the contamination sources, volumes, and inventories for the remaining tank farms.
- e. Construct surface barrier over T-106 tank and associate affected area or other area with ORP concurrence.
- Work scope/completion criteria: Construct one surface barrier over single-shell tank T-106. The barrier shall be greater than 1 acre designed to control infiltration greater than 25 years with limited maintenance.
  - Completion document: Letter transmitting work package documenting completion of installation of a surface barrier that meets or exceeds the completion criteria.
- f. Construct one borehole, perform sampling and borehole decommission or 25 direct push samples.
- Work scope/completion criteria: Construct one borehole, perform sampling and borehole decommission. The borehole shall be located as per the Integrated Approved Workplan with specifications for characterization and decommissioning similar to currently approved TPA workplans. Alternately if using direct push, complete the near-surface vadose zone characterization utilizing the hydraulic hammer/direct push technology as per work plans developed in coordination with the site wide ground water protection program and approved by ORP which shall include geophysical logging of direct push probes and obtaining shallow soil samples using direct push technology for geochemical analysis.
  - Completion document: Letter report documenting completion of construction of one borehole, sample chain of custody records, and borehole decommission. Alternately if using direct push, samples collected per work plan and report of analytical results submitted to the ORP.
- g. Complete the Phase I RCRA Field Investigation (RFI) Report.
- Work scope/completion criteria: The Phase 1 RCRA Field Investigation Report integrating the data gathering activities and evaluations for all single-shell tanks waste management areas. The identified data gaps, results of science and technology, deep vadose zone inventory, conceptualization and modeling must be consistent and integrated with the groundwater integration effort. The documents shall meet or exceed the RCRA requirements and HFFACO milestone M-045-55 by January 31, 2008. The fee is forfeited if the work is not completed on or before the HFFACO milestone due date.
  - Completion document: The Phase 1 RCRA Field Investigation Report integrating the data gathering activities and evaluations for all single-shell tanks waste management areas.
- h. Complete the Corrective Measure Study (CMS) for interim corrective measures for Waste Management Area C.
- Work scope/completion criteria: The RCRA Corrective Measures Study for corrective measures for waste management area C. The document shall include treatability evaluations, in the areas of deep vadose zone mitigation, must be an integrated effort approved by ORP in coordination with the groundwater integration effort. The documents shall meet or exceed the RCRA requirements and HFFACO milestone M-045-58 by

September 30, 2008. The fee is forfeited if the work is not completed on or before the HFFACO milestone due date.

- Completion document: The RCRA Corrective Measures Study for corrective measures for waste management area C.
2. Complete Double-Shell Tank (DST) Integrity Testing.
- a. Complete DST integrity testing including Ultrasonic testing (UT) and video examination of 4 DST. The fee is forfeited if the work is not completed on or before the HFFACO milestone due date.
    - Work scope/completion criteria: Complete and document DST Integrity Testing, including DST UT, and video examinations of four DSTs per the requirement of HFFACO Milestone M-48-15.
    - Completion document: Issue of Four (4) DST ultrasonic testing and video examination reports to the ORP for transmittal to the State of Washington Department of Ecology (Ecology) by September 30, 2007, to meet HFFACO Milestone M-48-15. (Two (2) DSTs of the six (6) UT reports required for M-48-15 will be completed in FY 2006.)
  - b. Complete DST integrity testing including UT and video examination of 3 DST (in addition to the DST in 3.a) in support of continuing integrity testing of DSTs.
    - Work scope/completion criteria: Complete DST Integrity Testing, including DST UT, and video examinations of three DSTs, per same technical requirement as those performed for M-48-15, in support of continuing integrity testing of DSTs.
    - Completion document: Issue three (3) DST Ultrasonic testing and video examination reports to the ORP.
3. Tank Chemistry optimization in double-shell tanks AN-102 and AN-107.
- a. Chemistry optimization AN-107 and implementation of revised chemistry limits.
    - Work scope/completion criteria: Required activities include AN-107 corrosion probe turnover and monitoring, removal of corrosion coupons for forensic examination, if required, submittal of a tank waste chemistry safety basis amendment and the implementation of the safety basis amendment.
    - Completion document: Implementation of the safety basis amendment and completion of all actions of Tank 241-AN-107 Recovery Plan, Rev 0. Letter notifying ORP of completion.
  - b. Chemistry optimization AN-102 and closure of the existing Technical Safety Requirements recover plan.
    - Work scope/completion criteria: Required activities include grab sampling, core sampling, and caustic additions, if required, associated with a technical safety requirement (TSR) recovery plan for low hydroxide in the waste solids; and implementation of revised waste chemistry limits.
    - Completion document: Letter report to ORP documenting completion of all required actions due prior to September 30, 2008 of Tank 241-AN-102 Recovery Plan, Rev 6 or latest revision as of September 30, 2007.
4. DST volume reductions supporting SST retrieval utilizing 242-A evaporator operations.

- a. A 242-A evaporator campaign that treats at least 650,000 gals as measured in the feed tank.
    - Work scope/completion criteria: Operate the 242-A evaporator as a key component of the transfer and treatment system for tank farms to meet or exceed 650,000 gals of feed by volume as measured in the feed tank. The evaporator campaign will process the waste to the parameters determined by process engineering. The volume reduction will be determined by the process control plan (e.g., specific gravity goal and limits on the amount of waste removed from AW-102). This Evaporator campaign and that of 4.b shall be scheduled to ensure maintenance of sufficient proficiency of Tank Farm personnel operating the evaporator and to avoid the need for an Operational Readiness Review.
    - Completion document: Letter report documenting that the feed volume has been achieved and summarizing the volume reduction results.
  - b. A 242-A evaporator campaign that treats at least 650,000 gals as measured in the feed tank.
    - Work scope/completion criteria: Operate the 242-A evaporator as a key component of the transfer and treatment system for tank farms to meet or exceed 650,000 gals of feed by volume as measured in the feed tank. The evaporator campaign will process the waste to the parameters determined by process engineering. The volume reduction will be determined by the process control plan (e.g., specific gravity goal and limits on the amount of waste removed from AW-102). This Evaporator campaign and that of 4.b shall be scheduled to ensure maintenance of sufficient proficiency of Tank Farm personnel operating the evaporator and to avoid the need for an Operational Readiness Review.
    - Completion document: Letter report documenting that the feed volume has been achieved and summarizing the volume reduction results.
5. Complete 242-A Evaporator and Double-Shell Tank Integrity Assessment.
- a. Complete the 242-A Evaporator integrity assessment field inspections in accordance with WAC 173-303-640 (2) and considering the recommendation of the 1998 242-A Interim Evaporator Tank System Integrity Assessment Report, HNF-2905, Rev. 0.
    - Work scope/completion criteria: Completion of field inspections as identified in the IQRPE inspection plan that is in accordance with WAC 173-303-640 (2) and the recommendation of the 1998 242-A Interim Evaporator Tank System Integrity Assessment Report, HNF-2905, Rev. 0.
    - Completion document: Issuance of integrity report documenting the results of field inspections required by the IQRPE plan.
  - b. Complete the field pressure testing of five (5) double-shell tank transfer lines encasements.
    - Work scope/completion criteria: Completion of field pressure testing of five (5) lines double-shell tank transfer line encasements to the criteria specified in the assessment inspection plan and inspection of associated Tank Farm Pits. The lines shall be SL-168, SL-166, SN-266, SN-268 and SL-168. The pit inspections should included valve pits AN-A, AN-B and pit AW-02A. The specific lines and pits may be modified with ORP concurrence.
    - Completion document: Completed work package(s) documenting the completion of the specified encasement pressure tests.
  - c. Complete 3 core samples and analysis in support to the Double-Shell Tank System chemistry control by September 30, 2007.

- Work scope/completion criteria: Completion of 3 core samples and analysis. The specific core sampling activities, which do not directly support another incentivized activity, shall be documented in RPP-26781, "Tank Farm Contractor Process Sampling Requirements Through Fiscal Year 2007" or subsequent revision(s). The plan shall identify; the type of sample, the technical need for the sampling activity, the location of the samples, the sampling requirements, the analytical requirements, and the documentation requirements for the sampling activity.
  - Completion document: Completed analytical reports documenting the result of the sampling activity.
- d. Complete 3 core samples in support to the Double-Shell Tank System chemistry control by September 30, 2008.
- Work scope/completion criteria: Completion of 3 core samples and analysis. The specific core sampling activities, which do not directly support another incentivized activity, shall be documented in RPP-26781, "Tank Farm Contractor Process Sampling Requirements Through Fiscal Year 2007" or subsequent revision(s). The plan shall identify; the type of sample, the technical need for the sampling activity, the location of the samples, the sampling requirements, the analytical requirements, and the documentation requirements for the sampling activity.
  - Completion document: Completed chain of custody records documenting the delivery to the 222-S laboratory.
- e. Complete 5 grab samples and analysis in support to the Double-Shell Tank System chemistry control by September 30, 2007.
- Work scope/completion criteria: Completion of 5 grab samples and analysis. The specific grab sampling activities, which do not directly support another incentivized activity, shall be documented in RPP-26781, "Tank Farm Contractor Process Sampling Requirements Through Fiscal Year 2007" or subsequent revision(s). The plan shall identify; the type of sample, the technical need for the sampling activity, the location of the samples, the sampling requirements, the analytical requirements, and the documentation requirements for the sampling activity.
  - Completion document: Completed analytical reports documenting the result of the sampling activity.
- f. Complete 5 grab samples in support to the Double-Shell Tank System chemistry control by September 30, 2008.
- Work scope/completion criteria: Completion of 5 grab samples and analysis. The specific grab sampling activities, which do not directly support another incentivized activity, shall be documented in RPP-26781, "Tank Farm Contractor Process Sampling Requirements Through Fiscal Year 2007" or subsequent revision(s). The plan shall identify; the type of sample, the technical need for the sampling activity, the location of the samples, the sampling requirements, the analytical requirements, and the documentation requirements for the sampling activity.
  - Completion document: Completed chain of custody records documenting the delivery to the 222-S laboratory.

**PBI-2**

**Performance Based Incentive (PBI) Title: Double-Shell Tank Upgrades**

**Performance Fee available and assigned to this PBI: \$1,350,000**

<b>ORP Assistant Manager:</b> T Smith	<b>ORP POC:</b> D Noyes	<b>CH2M Manager:</b>	<b>CH2M POC:</b>
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**Desired Endpoint/Outcome**

The Double-Shell Tank (DST) storage, transfer, ancillary systems, and facilities will be ready to support the storage, ongoing retrievals, and future Waste Treatment operations. This work completes the DST upgrades initiated, but not completed, prior to the extension of the Tank Farm Management Contract.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee."

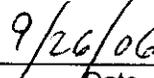
**Fee Bearing Milestones**

1. Complete the W-314 electrical systems upgrades for AN, AP, AW, and SY Tank Farms and turnover to operations by September 30, 2008. The Contractor shall earn \$250,000 incremental fee at completion of the upgrades.
2. Complete the W-314 HVAC systems upgrades for AN and AW Tank Farms and turnover to operations by September 30, 2008. The Contractor shall earn \$700,000 of incremental fee at the completion of the upgrades.
3. Complete the W-314 Master Pump Shut-down systems upgrades for AN, AP, AW, and SY Tank Farms and turnover to operations by September 30, 2008. The Contractor shall earn \$400,000 of incremental fee at the completion of the systems startup.

PBI-2

**Signature Block**

  
\_\_\_\_\_  
Mark Spears, President  
and Chief Executive Officer,  
CH2M HILL Hanford Group, Inc.

  
\_\_\_\_\_  
Date

  
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Roy J. Schepers, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria**  
**PBI-2 Double-Shell Tank Upgrades**

1. Complete the W-314 electrical system upgrades for AN, AP, AW, SY Tank Farms and turnover to operations.
  - Work scope/completion criteria: Complete Project W-314 electrical system upgrades for AN, AP, AW, SY Tank Farms and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) Preliminary Design Requirements Document for Project W-314 Tank Farm Restoration and Safe Operations, HNF-SD-W314-DRD-001, Section 3.1, Table 3-1. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
  - Completion document: Contractor approved, including Operations, Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.
2. Complete the W-314 HVAC system upgrades for AN and AW Tank Farms and turnover to operations.
  - Work scope/completion criteria: Complete Project W-314 HVAC system upgrades and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) Preliminary Design Requirements Document for Project W-314 Tank Farm Restoration and Safe Operations, HNF-SD-W314-DRD-001, Section 3.1, Table 3-1. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
  - Completion document: Contractor approved, including Operations, Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.
3. Complete the W-314 Master Pump Shut Down System (MPSS)/Monitoring and Control System (M&CS) upgrades AN, AP, AW, and SY Tank Farms and turnover to operations.
  - Work scope/completion criteria: Complete Project W-314 Master Pump Shut Down System (MPSS)/Monitoring and Control System (M&CS) upgrades and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) Preliminary Design Requirements Document for Project W-314 Tank Farm Restoration and Safe Operations, HNF-SD-W314-DRD-001, Section 3.1, Table 3-1. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
  - Completion document: Contractor approved, including Operations, Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.

**PBI-3**

**Performance Based Incentive (PBI) Title: Single-Shell Tank (SST) Waste Retrieval**

**Performance Fee available and assigned to this PBI: \$11,350,000**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>CH2M Manager:</b>	<b>CH2M POC:</b>
T Smith	D Noyes		

**Desired Endpoint/Outcome**

Complete interim retrieval activities that meet and/or exceed requirements established in the Hanford Federal Facility Agreement and Consent Order (HFFACO) or Tri-Party Agreement M-45 series milestones and Appendix I, Single-Shell Tank System Waste Retrieval and Closure Process. The Contractor is responsible for establishing the technical and regulatory pathway for tank farm retrieval (including National Environmental Policy Act, M-45 requirements, U.S. Department of Energy (DOE) Order 435.1, "Radioactive Waste Management," requirements, etc.). Additionally, the Contractor will develop and demonstrate the retrieval capability including the use of risk-informed approaches to properly align the retrieval, and closure approaches with the risk associated with the wastes in each tank.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee."

The fee bearing milestones shall be completed by the delivery schedule date. If the delivery schedule date is not achieved the unearned fee will be reduced to the following amounts: 90% for first quarter, 80% for second quarter, 50% for third quarter, and entire amount for one year.

**Fee Bearing Milestones**

Provisional fee paid for the complete procurement and receive C Farm HVAC Skids shall be converted to incremental fee payment.

Provisional fee paid on Items 1.a through 1.c below, as of 9/30/2006, shall be converted to incremental fee payments.

"Complete waste retrieval" shall mean completion to the goals of the HFFACO and submittal of the retrieval data report in accordance with Appendix I or with ORP concurrence, the appropriate Appendix H documentation.

*NO*  
*9-29-06*  
*M 114*  
*9-29-06*

1. Complete Waste Retrievals from the following SSTs that are in progress. Performance Fee: \$5,350,000
  - a. Complete waste retrieval of C-204 by September 30, 2007. The Contractor shall earn \$325,000 of incremental fee at the completion of retrieval.
  - b. Complete waste retrieval of C-103 by September 30, 2007. The Contractor shall earn \$25,000 of incremental fee at the completion of retrieval.
  - c. Complete waste retrieval of S-102 by September 30, 2008. The Contractor shall earn \$ 4,000,000 incremental fee at the following completion points. Completion of retrieval operations on or before March 31, 2007 (HFFACO milestone M-45-05A). The Contractor shall earn an additional \$500,000 in Acceleration Fee.

	<b>Milestones</b>	<b>Incremental Fee</b>
1	Completion of Construction and operational acceptance testing of a new retrieval technology or technique consistent with the approved Tank Waste	\$750,000

	Retrieval Work Plan.	
2	Retrieval of 65% of the waste by volume	\$750,000
3	Retrieval of 80% of the waste by volume	\$850,000
4	Completion of retrieval operations	\$1,550,000
5	Complete Retrieval Data Report	\$100,000

- d. Complete waste retrieval of S-112 by September 30, 2008. The Contractor shall earn \$1,000,000 incremental fee at the completion of retrieval.

	Milestones	Incremental Fee
1	Completion of retrieval operations	\$900,000
2	Complete Retrieval Data Report	\$100,000

2. Complete Waste Retrievals from additional SSTs. Performance Fee: \$6,000,000

- a. Complete waste retrieval of next new start C-Farm SST, (C-108 or other C Farm SST with ORP concurrence) by September 30, 2008. The Contractor shall earn \$3,000,000 of incremental fee at the following completion points.

	Milestones	Incremental Fee
1	Completion of Construction and operational acceptance testing consistent with the approved Tank Waste Retrieval Work Plan.	\$500,000
2	Retrieval of 25% of the waste by volume	\$500,000
3	Retrieval of 50% of the waste by volume	\$500,000
4	Retrieval of 75% of the waste by volume	\$500,000
5	Completion of retrieval operations	\$900,000
6	Complete Retrieval Data Report	\$100,000

- b. Complete waste retrieval of next new start C-Farm SST after 2.a. (C-109 or other C Farm SST with ORP concurrence) by September 30, 2008. The Contractor shall earn \$3,000,000 of incremental fee at the following completion points.

	Milestones	Incremental Fee
1	Completion of Construction and operational acceptance testing consistent with the approved Tank Waste Retrieval Work Plan	\$500,000
2	Retrieval of 25% of the waste by volume	\$500,000
3	Retrieval of 50% of the waste by volume	\$500,000
4	Retrieval of 75% of the waste by volume	\$500,000
5	Completion of retrieval operations	\$900,000
6	Complete Retrieval Data Report	\$100,000

- c. Completion of retrieval operations and demonstration that the TPA volume goal has been achieved for new start retrievals identified in milestones 2.a, and/or 2.b utilizing HFFACO approved Data Quality Objectives. The Contractor shall earn an additional \$500,000 in Acceleration Fee for each retrieval (2.a and/or 2.b).

3. Complete Waste Retrievals from additional SSTs.

- a. Complete waste retrieval of new start C-Farm SST after 2.a and 2.b. (C-110 or other C Farm SST categorized as an assumed leaker with ORP concurrence) by September 30, 2008. The retrieval

technology/technique shall be designed for use in a 100 series SST which has assumed to leaked. The Contractor shall earn \$4,000,000 acceleration fee at the following completion points.

	Milestones	Acceleration Fee
1	Completion of Construction and operational acceptance testing consistent with the approved Tank Waste Retrieval Work Plan	\$1,000,000
2	Retrieval of 25% of the waste by volume	\$1,500,000
3	Retrieval of 50% of the waste by volume	\$500,000
4	Retrieval of 75% of the waste by volume	\$450,000
5	Completion of retrieval operations	\$450,000
6	Complete Retrieval Data Report	\$100,000

- b. Complete waste retrieval of new start C-Farm SST after 2.a and 2.b. (C-104 or other C Farm SST with ORP concurrence) by September 30, 2008. The Contractor shall earn \$4,000,000 acceleration fee at the following completion points.

	Milestones	Acceleration Fee
1	Completion of Construction and operational acceptance testing consistent with the approved Tank Waste Retrieval Work Plan.	\$1,000,000
2	Retrieval of 25% of the waste by volume.	\$1,500,000
3	Retrieval of 50% of the waste by volume	\$500,000
4	Retrieval of 75% of the waste by volume	\$450,000
5	Completion of retrieval operations	\$450,000
6	Complete Retrieval Data Report	\$100,000

**Government Furnished Services/Items (GFS/I)**

Provide DOE review/approval of HFFACO deliverables within 15 working days of receipt, except as specified below.

The Office of River Protection (ORP) will respond to all other Contractor submittals (e.g., Authorization Basis, Safety Analysis Reports, Baseline Change Requests) required to complete this activity within 15 working days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

If Critical Decision process is required, then action will be taken by the ORP decision authority within 15 working days of submittal. If the decision authority is at DOE Headquarters then action will be taken by the DOE Headquarters decision authority within 30 working days of submittal.

**Definitions**

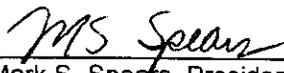
"GFS/I" are those work elements that the DOE commits to perform to support the completion of this PBI. If DOE cannot provide GFS/I as described herein, then it shall be treated as a change in accordance with Contract Clause I.64, Federal Acquisition Regulation 52.243-2, "Changes-Cost Reimbursement, Alt II."

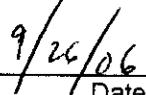
The Retrieval Report, as defined in Tank Farm Procedure TFC-ENG-CHEM-P-47, Rev A-1, January 20, 2005, Single-Shell Tank Retrieval Completion Evaluation, will be submitted to the ORP at the completion of bulk retrieval operations documenting technical information upon which the decision to cease retrieval operations was based.

The Tank Waste Retrieval Work Plan shall be developed in accordance with the HFFACO Appendix I.

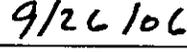
Tank Farm Procedure TFC-PRJ-PM-C-03, Project Tailoring Approach, will be utilized to determine project delivery and execution requirements.

**Signature Block**

  
\_\_\_\_\_  
Mark S. Spears, President  
and Chief Executive Officer,  
CH2M HILL Hanford Group, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roy J. Schepens, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria  
PBI-3 Single-Shell Tank (SST) Retrieval**

1. Complete Waste Retrievals from the following SSTs that are in progress:
  - a. Complete waste retrieval of C-204.
    - Work scope/completion criteria: "Complete waste retrieval" shall mean completion to the goals of the HFFACO for residuals and submittal of the Retrieval Data Report in accordance with Appendix I or the appropriate Appendix H documentation.
    - Completion document: Submit the Retrieval Data Report for 241-C-204 documenting the completion of retrieval operations. With ORP concurrence, an Appendix H exception request may be issued in lieu of a Retrieval Data Report in accordance with HFFACO Appendix I. If the limits of waste retrieval technology capability is reached; the volume goal have not been achieved; and it is determine, with ORP concurrence, that the Appendix H documentation is not appropriate, the submittal of the Retrieval Report shall be the completion criteria of "complete waste retrieval".
  - b. Complete waste retrieval of C-103.
    - Work scope/completion criteria: "Complete waste retrieval" shall mean completion to the goals of the HFFACO for residuals and submittal of the Retrieval Data Report in accordance with Appendix I or the appropriate Appendix H documentation. If the limits of waste retrieval technology capability is reached; the volume goal have not been achieved; and it is determine, with ORP concurrence, that the Appendix H documentation is not appropriate, the submittal of the Retrieval Report shall be the completion criteria of "complete waste retrieval".
    - Completion document: The 241-C-103 Retrieval Data Report, Appendix H exception, or Retrieval Report as identified in the completion criteria.
  - c. Complete waste retrieval of S-102. The tank contains approximately 211,000 gallons of the initial 465,000 gallons of a mixture of Salt and Sludge materials. New retrieval technology/technique for use in this SST as needed to complete the retrieval. New technology/technique will be developed, implemented into the appropriate regulatory documentations, constructed, and retrieval completed.

**Milestones**

1. Completion of Construction and construction acceptance testing of a new retrieval technology or technique consistent with an approved Functions and Requirements or equivalent document.
  - Work scope/completion criteria: Complete waste retrieval system construction and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) S-102 Initial Waste Retrieval Functions and Requirements 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.

<ul style="list-style-type: none"><li>• Completion Document: Contractor approved, including Operations, Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.</li></ul>
<p>2. Retrieval of 65% of the waste by volume.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 65% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.</li><li>• Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 65% of the initial waste volume.</li></ul>
<p>3. Retrieval of 80% of the waste by volume.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 80% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.</li><li>• Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 80% of the initial waste volume.</li></ul>
<p>4. Completion of retrieval operations.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Complete waste retrieval to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones for residues. If the limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has not been achieved, then implementation of additional retrieval technologies <u>is within the scope</u>.</li><li>• Completion document: Retrieval Report documenting the completion of retrieval operations.</li></ul>
<p>5. Complete Retrieval Data Report.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: The limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has been achieved. Perform residual characterization and volumetric measurements and prepare a Retrieval Date Report in accordance with HFFACO, Appendix I.</li><li>• Completion document: Retrieval Data Report in accordance with HFFACO, Appendix I.</li></ul> <p>(Note: With ORP concurrence, an Appendix H exception may be issued in lieu of a Retrieval Data Report. In this case, fee allowed for the Retrieval Data Report would be provided for the Appendix H exception. This incentive is forfeited if the volume goal is not achieved and ORP does not concur with proceeding with an Appendix H exception.)</p>

Completion of retrieval operations on or before March 31, 2007 (HFFACO milestone M-45-05A).

- Work scope/completion criteria: Complete waste retrieval on or before March 31, 2007 to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones for residues and demonstration of the limit of the waste retrieval technology. If the limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has not been achieved, then implementation of additional retrieval technologies is within the scope.
  - Completion document: Retrieval Report documenting the completion of retrieval operations.
- d. Complete waste retrieval of S-112. The tank contains approximately 5,000 gallons of the initial 655,000 gallons of a mixture of Salt and Sludge materials. New retrieval technology/technique for use in this SST are needed to complete the retrieval. New technology/technique will be developed, implemented into the appropriate regulatory documentations, constructed, and retrieval completed.

<b>Milestones</b>
<p>1. Completion of retrieval operations.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Complete waste retrieval to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones for residues. If the limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has not been achieved, then implementation of additional retrieval technologies <u>is within the scope</u>.</li><li>• Completion document: Retrieval Report documenting the completion of retrieval operations.</li></ul>
<p>2. Complete Retrieval Data Report.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: The limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has been achieved. Perform residual characterization and volumetric measurements and prepare a Retrieval Data Report in accordance with HFFACO, Appendix I.</li><li>• Completion document: Retrieval Data Report in accordance with HFFACO, Appendix I.</li></ul> <p>(Note: With ORP concurrence, an Appendix H exception may be issued in lieu of a Retrieval Data Report. In this case, fee allowed for the Retrieval Data Report would be provided for the Appendix H exception. This incentive is forfeited if the volume goal is not achieved and ORP does not concur with proceeding with an Appendix H exception.)</p>

2. Complete Waste Retrievals from additional SSTs

<b>Milestones</b>
<p>1. Completion of Construction and construction acceptance testing of the waste retrieval system approved Tank Waste Retrieval Work Plan.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Complete waste retrieval system construction and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor,</li></ul>

<p>including Operations. References: 1) Tank Waste Retrieval Work Plan 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.</p> <ul style="list-style-type: none"><li>• Completion Document: Contractor approved, including Operations, Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.</li></ul>
<p>2. Retrieval of 25% of the waste by volume.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 25% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.</li><li>• Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 25% of the initial waste volume.</li></ul>
<p>3. Retrieval of 50% of the waste by volume.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.</li><li>• Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume.</li></ul>
<p>4. Retrieval of 75% of the waste by volume.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 75% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.</li><li>• Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 75% of the initial waste volume.</li></ul>
<p>5. Completion of retrieval operations.</p> <ul style="list-style-type: none"><li>• Work scope/completion criteria: Complete waste retrieval to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones for residues and demonstration of the limit of the waste retrieval technology. If the limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has not been achieved, then implementation of additional retrieval technologies is beyond the scope of this incentive.</li><li>• Completion document: Retrieval Report documenting the completion of retrieval</li></ul>

operations.
<p>6. Complete Retrieval Data Report.</p> <ul style="list-style-type: none"> <li>• Work scope/completion criteria: The limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has been achieved. Perform residual characterization and volumetric measurements and prepare a Retrieval Date Report in accordance with HFFACO, Appendix I.</li> <li>• Completion document: Retrieval Data Report in accordance with HFFACO, Appendix I.</li> </ul> <p>(Note: With ORP concurrence, an Appendix H exception may be issued in lieu of a Retrieval Data Report. In this case, fee allowed for the Retrieval Data Report would be provided for the Appendix H exception. This incentive is forfeited if the volume goal is not achieved and ORP does not concur with proceeding with an Appendix H exception.)</p>

- c. Completion of retrieval operations and demonstration that the TPA volume goal has been achieved for new start retrievals identified in milestones 2.a and/or 2.b utilizing HFFACO approved Data Quality Objectives.
- Work scope/completion criteria: Complete waste retrieval to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones for residues (specifically including the 360 cubic feet volume goal) and demonstration of the limit of the waste retrieval technology. The residual volume shall be determined using the HFFACO approved methodology. Physical samples shall be taken in accordance with the HFFACO sampling methodology, but the sample's analytical report and Retrieval Data Report are not within the work scope.
  - Completion document: Retrieval Report for 2.a and/or 2.b documenting the completion of retrieval operations meeting limit of technology and HFFACO volume goal, as measured by specified methodology. The Retrieval Report shall document the physical sampling of the residuals
3. Initiate Waste Retrievals from additional SSTs.

<b>Milestones</b>
<p>1. Completion of Construction and construction acceptance testing of the waste retrieval system approved Tank Waste Retrieval Work Plan.</p> <ul style="list-style-type: none"> <li>• Work scope/completion criteria: Complete waste retrieval system construction and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) Tank Waste Retrieval Work Plan 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.</li> <li>• Completion Document: Contractor approved, including Operations, Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.</li> </ul>
<p>2. Retrieval of 25% of the waste by volume.</p> <ul style="list-style-type: none"> <li>• Work scope/completion criteria: Perform waste retrieval activities to meet and/or</li> </ul>

exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 25% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.

- Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 25% of the initial waste volume.

3. Retrieval of 50% of the waste by volume.

- Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.
- Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume.

4. Retrieval of 75% of the waste by volume.

- Work scope/completion criteria: Perform waste retrieval activities to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones and the Tank Waste Retrieval Work Plan. The retrieval of 75% of initial SST waste by volume shall be based on an initial volume determine from the latest BBI information or a pre-retrieval volume determination if completed. The retrieved volume will be an estimate based on material balance calculations.
- Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 75% of the initial waste volume.

5. Completion of retrieval operations.

- Work scope/completion criteria: Complete waste retrieval to meet and/or exceed performance requirements in the HFFACO M-45-00 series milestones for residues and demonstration of the limit of the waste retrieval technology. If the limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has not been achieved, then implementation of additional retrieval technologies is beyond the scope of this incentive.
- Completion document: Retrieval Report documenting the completion of retrieval operations.

6. Complete Retrieval Data Report.

- Work scope/completion criteria: The limit of the waste retrieval technology is reached and the M-45-00 residual volume goal has been achieved. Perform residual characterization and volumetric measurements and prepare a Retrieval Date Report in accordance with HFFACO, Appendix I.

- Completion document: Retrieval Data Report in accordance with HFFACO, Appendix I.

(Note: With ORP concurrence, an Appendix H exception may be issued in lieu of a Retrieval Data Report. In this case, fee allowed for the Retrieval Data Report would be provided for the Appendix H exception. This incentive is forfeited if the volume goal is not achieved and ORP does not concur with proceeding with an Appendix H exception.)

**PBI-4**

**Performance Based Incentive (PBI) Title: Demonstration Bulk-Vitrification System (DBVS)**

**Performance Fee available and assigned to this PBI: \$1,500,000**

**Additional Performance Fee in not available and assigned unless activated by written direction from ORP. If activated Performance Based Incentive (PBI): up to \$2,150,000**

ORP Assistant Manager:	ORP POC:	CH2M Manager:	CH2M POC:
T Smith	D Noyes		

**Desired Endpoint/Outcome**

The objective of this PBI is to continue the DBVS Research and Development Project to fully investigate the Bulk Vitrification technology application to effectively treat tank waste such that:

1. A net savings is achieved relative to the U.S. Department of Energy (DOE) established costs of treating the wastes via vitrification in the WTP,
2. All retrieved tank waste completes treatment via a combination of supplemental non-WTP treatment and treatment in the WTP, and
3. Wastes with high sulfate, chromate, or other chemical constituents that limit overall waste loading in glass are preferentially treated outside the WTP resulting in higher net WTP throughputs and efficiencies.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein Contractor will be paid incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee."

**Fee Bearing Milestones**

1. Complete DBVS full scale dryer testing activities as a risk reduction measure prior to DBVS construction. The Contractor shall earn \$1,500,000 of incremental fee upon completion DBVS full scale dryer testing.
2. Demonstrate DBVS Tank Waste Immobilization Technology. Performance Fee: \$2,150,000. (The Performance Fee in not available unless activated by written direction from ORP.)
  - a. Achieve readiness to initiate construction. The Contractor shall earn \$500,000 of incremental fee upon completion of readiness to initiate construction. (The Performance Fee in not available unless activated by written direction from ORP.)
  - b. Complete Best & Brightest review and corrective action report. The contractor shall earn \$400,000 of incremental fee upon completion of corrective action report. (The Performance fee in not available unless activated by written direction from ORP.)
  - c. Complete DBVS Construction and perform testing for Area 31, Clean Soil and Glass Formers. The contractor shall earn \$500,000 of incremental fee upon completion of construction. (The Performance fee in not available unless activated by written direction from ORP.)

- d. Complete DBVS Construction and perform testing for Area 35, ICV Box Building. The contractor shall earn \$250,000 of incremental fee upon completion of construction. (The Performance fee is not available unless activated by written direction from ORP.)
- e. Complete DBVS Construction and perform testing for Area 37, Secondary Waste System. The contractor shall earn \$500,000 of incremental fee upon completion of construction. (The Performance fee is not available unless activated by written direction from ORP.)

**Government Furnished Services/Items (GFS/I)**

Provide DOE review/approval of Hanford Federal Facility Agreement and Consent Order or Tri-Party Agreement deliverables within 15 working days of receipt, except as specified below.

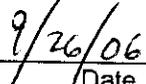
ORP will respond to all other Contractor submittals (e.g., Authorization Basis, Safety Analysis Reports, Baseline Change Requests) required to complete this activity within 15 working days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

**Definitions**

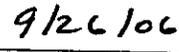
"GFS/I" are those work elements that the DOE commits to perform to support the completion of this PBI. If DOE cannot provide GFS/I as described herein, then it shall be treated as a change in accordance with Contract Clause I.64, Federal Acquisition Regulation 52.243-2, "Changes-Cost Reimbursement, Alt II."

**Signature Block**

  
\_\_\_\_\_  
Mark S. Spears, President  
and General Manager,  
CH2M HILL Hanford Group, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roy J. Schepens, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria**  
**PBI-4 Demonstration Bulk-Vitrification System (DBVS)**

1. Dryer System Performance Test and Integrated Dryer System and Melter Test

- Work scope/completion criteria: Completion of the testing listed below and the documentation of the results
  - An integrated Dryer System and Melter test shall be conducted. This test shall include full scale Dryer System performance testing and integrated Dryer and Melter testing in accordance with ORP approved Integrated Dryer Test Plan.
  - The Dryer system performance testing shall be conducted using Tank 241-S-109 waste simulant and glass forming agents. If this testing is successful in producing a consistent dried waste form which meets the performance requirements of the requirement of the Integrated Dryer Test Plan then the integrated dryer and melter test shall be performed.
  - The integrated Dryer System and Melter test shall:
    - Develop and evaluate the process controls necessary for the two systems to operate together,
    - Determine if the integrated system can produce a glass product which meets the glass performance requirements,
    - Evaluate the design changes resulting from the side wall joint leaking problem observed in Test 38C, and
    - Evaluate the performance of the prototypical feed in the production of molten ionic salts and leakage of molten ionic salts through the refractory which occurred in Test 38C.
    - For the integrated test, the Dryer System and the ICV box shall be physically located at the AMEC Horn Rapids Test Facility. The test shall be conducted using Tank 241-S-109 waste simulant and glass forming agents. The dried waste product shall be pneumatically transported from the dryer to the ICV box. The waste product shall be vitrified in the ICV box. The results shall be documented in a test report prepared in accordance with the test plan
- Completion document: A final report(s) shall be produced for both test in accordance with the approved test plan.

2. Demonstrate DBVS Tank Waste Immobilization Technology.

- a. Achieve readiness to initiate construction.
  - Work scope/completion criteria: Complete demonstration facility final design and obtain CD-3 "Approval Start of Construction."
  - Completion document: ORP CD-3 approval.
- b. Completion of the DBVS Best and Brightest Review and addressing all findings and observations to support the approval to start construction.
  - Work scope/completion criteria: Completion of the corrective action report for the Best and Brightest Review.

- Completion document: Best and Brightest Review report and corrective action report.
- c. Complete DBVS Construction and perform testing for Area 31, Clean Soil and Glass Formers.
- Work scope/completion criteria: Complete physical construction of Area 31, Clean Soil and Glass Formers of the Demonstration Bulk-Vitrification System including Construction Acceptance Testing. The Construction Completion Documents, Section Ib, "Completion of Exceptions," will be completed and approved by the Contractor. References: 1) Demonstration Bulk Vitrification Subsystems Specifications, RPP-17403. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
  - Completion document: Contractor approved Construction Completion Document through Section Ib, "Completion of Exceptions" for the above listed work.
- d. Complete DBVS Construction and perform testing for Area 35, ICV Box Building.
- Work scope/completion criteria: Complete physical construction of Area 35, ICV Box Building of the Demonstration Bulk-Vitrification System including Construction Acceptance Testing. The Construction Completion Documents, Section Ib, "Completion of Exceptions," will be completed and approved by the Contractor. References: 1) Demonstration Bulk Vitrification Subsystems Specifications, RPP-17403. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
  - Completion document: Contractor approved Construction Completion Document through Section Ib, "Completion of Exceptions" for the above listed work.
- e. Complete DBVS Construction and perform testing for Area 37, Secondary Waste System.
- Work scope/completion criteria: Complete physical construction of Area 37, Secondary Waste System of the Demonstration Bulk-Vitrification System including Construction Acceptance Testing. The Construction Completion Documents, Section Ib, "Completion of Exceptions," will be completed and approved by the Contractor. References: 1) Demonstration Bulk Vitrification Subsystems Specifications, RPP-17403. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
  - Completion document: Contractor approved Construction Completion Document through Section Ib, "Completion of Exceptions" for the above listed work.

**PBI-5**

**Performance Based Incentive (PBI) Title: 242-A Evaporator Upgrades**

**Performance Fee available and assigned to this PBI: \$500,000**

ORP Assistant Manager:	ORP POC:	CH2M Manager:	CH2M POC:
T Smith	D Noyes		

**Desired Endpoint/Outcome**

The 242-A Evaporator will be used throughout the mission to reduce waste volumes stored in the Double-Shell Tank (DST) system, conserving tank space necessary to support Single-Shell Tank (SST) retrieval and other DST operations. Many of the evaporator system components, like the HVAC system, were installed with the original construction, and are prone to failure. The evaporator is a single-point failure facility. Many of the components are long-lead and replacement will take extended periods of time, leading to potential impacts to SST retrievals, waste feed delivery, and potentially WTP operations. The upgrades will significantly improve the safety and reliability of the 242-A Evaporator.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein Contractor will be paid incremental fee, in accordance with Contract Clause H.2, "Provisional and Incremental Payments of Fee."

**Fee Bearing Milestones**

1. Complete 242-A Evaporator Upgrades. Performance Fee: \$500,000.
  - a. Complete 242-A Evaporator supply side HVAC system upgrades. The Contractor shall earn \$300,000 of incremental fee upon completion of the upgrades.
  - b. Complete 242-A Evaporator Monitoring and Control System upgrades. The Contractor shall earn \$200,000 of incremental fee upon completion of the upgrades.

**Government Furnished Services/Items (GFS/I)**

Provide DOE review/approval of Hanford Federal Facility Agreement and Consent Order or Tri-Party Agreement deliverables within 15 working days of receipt, except as specified below.

ORP will respond to all other Contractor submittals (e.g., Authorization Basis, Safety Analysis Reports, Baseline Change Requests) required to complete this activity within 15 working days provided the submittals are complete and ORP is provided with reasonable notice of the intent to submit.

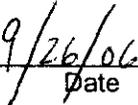
**Definitions**

"GFS/I" are those work elements that the DOE commits to perform to support the completion of this PBI. If DOE cannot provide GFS/I as described herein, then it shall be treated as a change in accordance with Contract Clause I.64, Federal Acquisition Regulation 52.243-2, "Changes-Cost Reimbursement, Alt II."

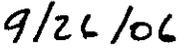
PBI-5

Signature Block

  
\_\_\_\_\_  
Mark S. Spears, President  
and General Manager,  
CH2M HILL Hanford Group, Inc.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roy J. Schepens, Manager  
U.S. Department of Energy, Office of River Protection

  
\_\_\_\_\_  
Date

**Completion Criteria**  
**PBI-5 242-A Evaporator Upgrades**

1. Complete 242-A Evaporator Upgrades.
  - a. Complete 242-A Evaporator HVAC system upgrades.
    - Work scope/completion criteria: Complete 242-A Evaporator HVAC system upgrades and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) Upgrades scope definition document TBD. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
    - Completion document: Contractor approved Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.
  - b. Complete 242-A Evaporator Monitoring and Control system upgrades
    - Work scope/completion criteria: Complete 242-A Evaporator Monitoring and Control system upgrades and turnover to operations. Operations related OTP will be completed and OTRs will be approved by the Contractor. The Construction Completion Documents, Section IIb, "Completion of Exceptions," will be completed and approved by the Contractor, including Operations. References: 1) Upgrades scope definition document TBD. 2) Construction Completion and Turnover, TFC-PRJ-CM-C-08, Rev B, issued May 8, 2006.
    - Completion document: Contractor approved Construction Completion Document through Section IIb, "Completion of Exceptions" for the above listed work.

**SECTION J**  
**APPENDIX E - GUIDANCE FOR OTHER REQUIRED PLANS**

**JE.1 INTRODUCTION**

The Contractor shall provide the following subject specific plans which expand on the discussion in Section C, *Statement of Work*, or applicable contract clause.

(a) Integrated Environment, Safety and Health Management System (ISMS) Plan

Specific guidance on the ISMS Plan is found in the Section I Clause entitled, *Integration of Environment, Safety, and Health Into Work Planning and Execution*.

(b) Systems Engineering Management Plan

The Systems Engineering Management Plan shall describe in detail the approach the Contractor will take to integrate a Systems Engineering functional analysis in which mission requirements drive functions, and functions drive architecture, into the overall management and integration of the River Protection Project (RPP) workscope. System engineering techniques and principles shall be utilized to establish the technical integrity of the RPP workscope. Innovative technologies shall be evaluated against the baseline.

(c) Risk Management Plan

The Contractor shall provide a Risk Management Plan which describes the system to be used for identifying, evaluating, assessing and mitigating site risks of all types (e.g., financial, technical, safety, mortgages, environment, etc.). The Plan shall also describe how risk management is integrated and implemented into planning, work prioritization, and RPP decision-making. The application of innovative technologies to mitigate the risks is expected. Plan to collect history of adverse impacts and effectiveness of mitigation actions to support future planning.

(d) Internal Audit Plan

The Contractor shall submit an annual plan for internal audits of the Contractor and for audits of cost reimbursement subcontractors. The Plan shall list planned actual audits or areas to be audited and a schedule for such audits. The official audit report(s), including the working papers (as required), shall be submitted or made available to the Contracting Officer or his/her designee.

**SECTION J**  
**APPENDIX F - ENVIRONMENT, SAFETY, AND HEALTH BUDGET PLANNING AND EXECUTION**

The following represents additional criteria for environment, safety and health (ES&H) budget planning and execution, to be included as part of the requirements of this Contract.

**JF.1 ES&H PLAN FOR BUDGET EXECUTION YEAR**

Respond to the most recent Unicall Submittal, incorporate budget decisions, and include any new information for the upcoming execution year.

(a) ES&H Risk Management Conclusions

Summarize the risk management conclusions for the upcoming execution year (updated to reflect recent budgeting decisions), including a summary decision of the major risks and important ES&H issues being managed at the facility.

(b) ES&H Budget Summary

Summarize the ES&H budget for the upcoming execution year (analogous to the cost prepared for the Unicall Submittal).

(c) Performance Measures and Commitments

Include the proposed ES&H performance commitments (measures) for the upcoming execution year. It is important that these performance measures address the most significant risks identified, and have performance criteria that are measurable.

**JF.2 SUMMARY OF PREVIOUS YEAR'S ES&H PERFORMANCE**

Provide a summary of the previous year's ES&H performance, including the actual costs of implementing the ES&H activities.

(a) Status of Performance Measures and Commitments

Status of the previous year's performance with respect to the measures and commitments negotiated for the previous year.

Summary level conclusions from the previous year's self-assessments of ES&H programs and activities.

Status of any major commitments arising from Consent Orders or Agreements with State Agencies or the EPA regarding environmental/ecological obligations.

(b) Summary of Actual Costs

Summarize the actual ES&H expenditures for the previous year, and how this information will be used in preparing the ES&H Plan for the next budget cycle.

(See DOE letter 98-PRO-645 clarifying Appendix F.)

**SECTION J**  
**APPENDIX G - GUIDANCE FOR PREPARATION OF DIVERSITY PLAN**

The purpose of this Guidance is to assist the Contractor in understanding the information being sought by the U.S. Department of Energy (DOE) for each of the Diversity elements and where these issues may already be addressed in a contract package. To the extent these issues are already addressed in a contract, the Contractor need only summarize or cross reference the parts of the Plan already developed elsewhere in the contract.

**JG.1 WORK FORCE**

This Contract includes certain provisions on Equal Opportunity and Affirmative Action. These provisions are found in clauses contained in the Section I Clauses entitled, *Equal Opportunity, Affirmative Action Compliance Requirements for Construction, Affirmative Action for Disabled Veterans – Veterans of the Vietnam War, Affirmative Action For Workers with Disabilities, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era*, and regulatory guidance is found at Federal Acquisition Regulation (FAR) Part 22 (48 Code of Federal Regulation (CFR) Part 22). The Contractor should discuss its policies and plans for implementing these provisions in its operations. If the Contractor already has procedures in place, these should be discussed and copies of any policies provided.

**JG.2 EDUCATIONAL OUTREACH**

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may include: educational assistance allowances, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any programs supporting Historically Black Colleges and Universities.

Employee training and educational opportunities may also be subject to collective bargaining agreements at the site. If that is the case, it is not DOE intent that the Contractor develops an independent structure for employee training and educational opportunities. In preparation of its Diversity Plan, the Contractor should outline the requirements already placed on it under existing bargaining agreements, discuss any proposals for changes to be raised at any future bargaining sessions, and discuss any educational or training programs which it operates, or will operate, independently of those provided by the unions.

**JG.3 COMMUNITY INVOLVEMENT AND OUTREACH**

Contractor community relations activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. Depending upon the terms negotiated between the Department and the Contractor, some of these costs may be reimbursable. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

#### **JG.4 SUBCONTRACTING**

The Contract contains Section I Clauses entitled, *Small Business Subcontracting Plan*, and other small business-related clauses (e.g., Section I Clauses entitled, *Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, Liquidated Damages-Subcontracting Plan*). Additional guidance is provided in Appendix H, *Small Business and Small Disadvantaged Business Subcontracting Plan*. If the Contractor has already met the requirements under Section I Clause entitled, *Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan*, and the referenced Appendix, this information should be briefly summarized and/or provided as an attachment to the Diversity Plan. If the Contractor is participating, or plans to participate, in the DOE Mentor Protégé Program, this involvement, or planned involvement, should be summarized or discussed. Information concerning its subcontracting plans already developed and submitted by the Contractor does not need to be redeveloped or renegotiated by the Contractor.

#### **JG.5 ECONOMIC DEVELOPMENT (INCLUDING TECHNOLOGY TRANSFER)**

Many of the DOE contract actions include Technology Transfer provisions that may be found in the Section I, *Contract Clauses*, or among the patent and intellectual property clauses of Section I. Planning or activities developed under the Technology Transfer clause may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business or small disadvantaged businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.

**SECTION J**  
**APPENDIX H – MAKE OR BUY PLAN**

**The requirement for a Make or Buy Plan was deleted per Policy Flash 2006.23 entitled “Final Rule – Elimination of the Make-or-Buy Plan Requirements for Management and Operating Contracts”. April 2006**

**SECTION J**  
**APPENDIX I - SMALL BUSINESS SUBCONTRACTING PLAN**

This Section reserved for FY2006 and FY2007 Small Business Subcontracting Plans.

**SECTION J**  
**APPENDIX J - WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT**

Wage Determination No. 1994-2569 Rev (24) with a revision date of 05/23/2005 is attached.

94-2569 WA, YAKIMA

WAGE DETERMINATION NO: 94-2569 REV (24) AREA: WA, YAKIMA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2570

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 1994-2569  
Revision No.: 24  
Date Of Revision: 05/23/2005

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union,  
Wallowa, Wheeler  
Washington Counties of Benton, Franklin, Walla Walla, Yakima

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.69
01012 - Accounting Clerk II	11.99
01013 - Accounting Clerk III	13.67
01014 - Accounting Clerk IV	16.51
01030 - Court Reporter	16.45
01050 - Dispatcher, Motor Vehicle	16.34
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.70
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	10.01
01116 - General Clerk II	11.26
01117 - General Clerk III	12.29
01118 - General Clerk IV	13.79
01120 - Housing Referral Assistant	18.66
01131 - Key Entry Operator I	11.26
01132 - Key Entry Operator II	12.29
01191 - Order Clerk I	11.26
01192 - Order Clerk II	12.29
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.28
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	18.72
01290 - Rental Clerk	12.75
01300 - Scheduler, Maintenance	14.12
01311 - Secretary I	14.12
01312 - Secretary II	15.78
01313 - Secretary III	18.66
01314 - Secretary IV	20.92

01315	- Secretary V	23.14
01320	- Service Order Dispatcher	16.61
01341	- Stenographer I	13.21
01342	- Stenographer II	14.66
01400	- Supply Technician	20.92
01420	- Survey Worker (Interviewer)	13.81
01460	- Switchboard Operator-Receptionist	11.42
01510	- Test Examiner	15.78
01520	- Test Proctor	15.78
01531	- Travel Clerk I	12.20
01532	- Travel Clerk II	13.12
01533	- Travel Clerk III	14.03
01611	- Word Processor I	11.84
01612	- Word Processor II	13.29
01613	- Word Processor III	14.87
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	12.17
03041	- Computer Operator I	14.50
03042	- Computer Operator II	16.78
03043	- Computer Operator III	20.58
03044	- Computer Operator IV	23.79
03045	- Computer Operator V	25.52
03071	- Computer Programmer I (1)	17.97
03072	- Computer Programmer II (1)	23.03
03073	- Computer Programmer III (1)	27.62
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	26.40
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	14.50
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	18.71
05010	- Automotive Glass Installer	16.84
05040	- Automotive Worker	16.84
05070	- Electrician, Automotive	17.78
05100	- Mobile Equipment Servicer	14.95
05130	- Motor Equipment Metal Mechanic	18.71
05160	- Motor Equipment Metal Worker	16.84
05190	- Motor Vehicle Mechanic	18.71
05220	- Motor Vehicle Mechanic Helper	14.00
05250	- Motor Vehicle Upholstery Worker	15.88
05280	- Motor Vehicle Wrecker	16.84
05310	- Painter, Automotive	17.78
05340	- Radiator Repair Specialist	16.84
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	18.71
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	9.89
07010	- Baker	15.66
07041	- Cook I	13.97
07042	- Cook II	15.66
07070	- Dishwasher	9.89
07130	- Meat Cutter	15.66
07250	- Waiter/Waitress	11.04
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	17.78
09040	- Furniture Handler	11.71
09070	- Furniture Refinisher	17.78
09100	- Furniture Refinisher Helper	14.00
09110	- Furniture Repairer, Minor	15.88

09130 - Upholsterer	
11030 - General Services and Support Occupations	17.78
11030 - Cleaner, Vehicles	
11060 - Elevator Operator	10.30
11090 - Gardener	10.88
11121 - House Keeping Aid I	15.35
11122 - House Keeping Aid II	8.76
11150 - Janitor	10.39
11210 - Laborer, Grounds Maintenance	11.97
11240 - Maid or Houseman	12.13
11270 - Pest Controller	9.22
11300 - Refuse Collector	17.88
11330 - Tractor Operator	11.97
11360 - Window Cleaner	14.51
12000 - Health Occupations	13.35
12020 - Dental Assistant	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.03
12071 - Licensed Practical Nurse I	14.21
12072 - Licensed Practical Nurse II	13.43
12073 - Licensed Practical Nurse III	15.05
12100 - Medical Assistant	16.85
12130 - Medical Laboratory Technician	13.05
12160 - Medical Record Clerk	14.05
12190 - Medical Record Technician	12.74
12221 - Nursing Assistant I	13.95
12222 - Nursing Assistant II	8.51
12223 - Nursing Assistant III	9.56
12224 - Nursing Assistant IV	10.43
12250 - Pharmacy Technician	11.70
12280 - Phlebotomist	14.10
12311 - Registered Nurse I	13.01
12312 - Registered Nurse II	21.08
12313 - Registered Nurse II, Specialist	25.81
12314 - Registered Nurse III	25.81
12315 - Registered Nurse III, Anesthetist	31.23
12316 - Registered Nurse IV	31.23
13000 - Information and Arts Occupations	37.40
13002 - Audiovisual Librarian	
13011 - Exhibits Specialist I	19.71
13012 - Exhibits Specialist II	16.31
13013 - Exhibits Specialist III	20.37
13041 - Illustrator I	22.58
13042 - Illustrator II	16.31
13043 - Illustrator III	20.37
13047 - Librarian	22.58
13050 - Library Technician	24.50
13071 - Photographer I	14.95
13072 - Photographer II	15.80
13073 - Photographer III	17.86
13074 - Photographer IV	22.21
13075 - Photographer V	25.64
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	28.46
15010 - Assembler	
15030 - Counter Attendant	8.96
15040 - Dry Cleaner	8.96
15070 - Finisher, Flatwork, Machine	11.32
15090 - Presser, Hand	8.96
15100 - Presser, Machine, Drycleaning	8.96
15130 - Presser, Machine, Shirts	8.96
15160 - Presser, Machine, Wearing Apparel, Laundry	8.96

15190 - Sewing Machine Operator	12.11
15220 - Tailor	12.90
15250 - Washer, Machine	9.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.85
19040 - Tool and Die Maker	24.06
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.35
21020 - Material Coordinator	18.32
21030 - Material Expediter	18.32
21040 - Material Handling Laborer	10.66
21050 - Order Filler	11.41
21071 - Forklift Operator	12.44
21080 - Production Line Worker (Food Processing)	12.44
21100 - Shipping/Receiving Clerk	12.03
21130 - Shipping Packer	12.03
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.76
21210 - Tools and Parts Attendant	12.44
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.53
23040 - Aircraft Mechanic Helper	15.40
23050 - Aircraft Quality Control Inspector	21.65
23060 - Aircraft Servicer	17.47
23070 - Aircraft Worker	18.52
23100 - Appliance Mechanic	19.56
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	22.64
23130 - Carpenter, Maintenance	20.56
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	23.74
23181 - Electronics Technician, Maintenance I	18.43
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.69
23260 - Fabric Worker	17.64
23290 - Fire Alarm System Mechanic	21.69
23310 - Fire Extinguisher Repairer	16.27
23340 - Fuel Distribution System Mechanic	21.69
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.54
23460 - Instrument Mechanic	21.69
23470 - Laborer	10.66
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	20.02
23550 - Machinist, Maintenance	19.95
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	21.69
23700 - Office Appliance Repairer	20.29
23740 - Painter, Aircraft	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	23.43
23800 - Plumber, Maintenance	22.26
23820 - Pneudraulic Systems Mechanic	21.69
23850 - Rigger	21.69
23870 - Scale Mechanic	18.99
23890 - Sheet-Metal Worker, Maintenance	22.64
23910 - Small Engine Mechanic	17.81

23930 - Telecommunication Mechanic I	21.86
23931 - Telecommunication Mechanic II	22.83
23950 - Telephone Lineman	21.69
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	21.69
23970 - Woodcraft Worker	21.69
23980 - Woodworker	16.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.75
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.75
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.33
27000 - Protective Service Occupations	
(not set) - Police Officer	25.74
27004 - Alarm Monitor	15.04
27006 - Corrections Officer	18.00
27010 - Court Security Officer	22.25
27040 - Detention Officer	18.00
27070 - Firefighter	21.26
27101 - Guard I	11.98
27102 - Guard II	15.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.99
28020 - Hatch Tender	18.99
28030 - Line Handler	18.99
28040 - Stevedore I	17.64
28050 - Stevedore II	20.34
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	31.40
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.19
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97
29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	21.09
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	16.69

29362	- Paralegal/Legal Assistant II	19.89
29363	- Paralegal/Legal Assistant III	22.49
29364	- Paralegal/Legal Assistant IV	27.21
29390	- Photooptics Technician	20.14
29480	- Technical Writer	20.64
29491	- Unexploded Ordnance (UXO) Technician I	20.02
29492	- Unexploded Ordnance (UXO) Technician II	24.22
29493	- Unexploded Ordnance (UXO) Technician III	29.03
29494	- Unexploded (UXO) Safety Escort	20.02
29495	- Unexploded (UXO) Sweep Personnel	20.02
29620	- Weather Observer, Senior (3)	18.61
29621	- Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622	- Weather Observer, Upper Air (3)	16.74
31000	- Transportation/ Mobile Equipment Operation Occupations	
31030	- Bus Driver	14.13
31260	- Parking and Lot Attendant	10.18
31290	- Shuttle Bus Driver	12.63
31300	- Taxi Driver	11.88
31361	- Truckdriver, Light Truck	12.28
31362	- Truckdriver, Medium Truck	13.95
31363	- Truckdriver, Heavy Truck	16.89
31364	- Truckdriver, Tractor-Trailer	16.89
99000	- Miscellaneous Occupations	
99020	- Animal Caretaker	12.19
99030	- Cashier	9.28
99041	- Carnival Equipment Operator	13.74
99042	- Carnival Equipment Repairer	14.68
99043	- Carnival Worker	10.29
99050	- Desk Clerk	9.13
99095	- Embalmer	20.02
99300	- Lifeguard	10.52
99310	- Mortician	20.02
99350	- Park Attendant (Aide)	13.21
99400	- Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500	- Recreation Specialist	15.29
99510	- Recycling Worker	15.13
99610	- Sales Clerk	11.18
99620	- School Crossing Guard (Crosswalk Attendant)	11.54
99630	- Sport Official	10.52
99658	- Survey Party Chief (Chief of Party)	21.48
99659	- Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.47
99660	- Surveying Aide	13.50
99690	- Swimming Pool Operator	19.25
99720	- Vending Machine Attendant	15.89
99730	- Vending Machine Repairer	19.25
99740	- Vending Machine Repairer Helper	15.89

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: CBA-2006-188  
Revision No.: 0  
Date Of Last Revision: 3/7/2006

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State: Washington

Area: Benton

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Employed on Department of Energy, Office of River Protection. contract for planning, managing, and executing the Tank Farm Contract projects, operations, and other activities. Design, construct and commence operations of the Waste Treatment Plant for treating the tank farm waste..

Collective Bargaining Agreement between contractor: CH2M HILL Hanford Group, Inc., and union: Hanford Atomic Metal Trades Council (HAMTC), AFL-CIO, effective 4/1/2002 through 3/31/2007.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**SECTION J**  
**APPENDIX K - SPECIAL BANK ACCOUNT AGREEMENT**

Contract No. 402794-A-C3 between the United States of America, represented by the Department of Energy (DOE) and Battelle memorial Institute, corporation/legal entity existing under the laws of the State of Ohio, has been extended to June 30, 2006. This Special Bank Account Agreement covers CH2M HILL Hanford.

**SECTION J**  
**APPENDIX L – RESERVED**

**SECTION J**  
**APPENDIX M – DAVIS-BACON WAGE DETERMINATION**

Wage Determination No. WA030009 dated December 02, 2005 is attached.

General Decision Number: WA030009 12/02/2005 WA9

Superseded General Decision Number: WA020009

State: Washington

Construction Types: Building, Heavy and Highway

Counties: Benton and Franklin Counties in Washington.  
(D.O.E. HANFORD SITE ONLY)

BENTON AND FRANKLIN COUNTIES (D.O.E. HANFORD SITE ONLY)  
BUILDING (does not include residential construction consisting  
of single family homes and apartments up to and including 4  
stories), HEAVY and HIGHWAY CONSTRUCTION

Modification Number	Publication Date
0	06/13/2003
1	01/30/2004
2	01/14/2005
3	04/08/2005
4	07/08/2005
5	11/04/2005
6	12/02/2005

SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

	Rates	Fringes
Asbestos/Insulator Worker.....	\$ 26.29	11.28
Boilermaker.....	\$ 28.10	17.62
Bricklayer.....	\$ 24.46	9.71
Carpenters:		
Boom man.....	\$ 23.72	7.75
Carpenters.....	\$ 24.18	7.75
Millwright & Machine erocctor	\$ 25.29	7.75
Piledriver.....	\$ 24.45	7.75
Sawfiler, Stationary Power		
Woodworking Tool Operator...	\$ 23.34	6.00
Cement Masons:		
GROUP 1.....	\$ 22.73	7.43
GROUP 2.....	\$ 23.35	7.43
GROUP 3.....	\$ 23.86	7.43
Electricians:		
Cable Splicers.....	\$ 31.45	3%+12.43
Electricians.....	\$ 29.95	3%+12.43
Ironworker.....	\$ 27.42	13.89
Laborers:		
GROUP 1.....	\$ 19.81	6.95
GROUP 2.....	\$ 20.08	6.95
GROUP 3.....	\$ 20.35	6.95
GROUP 4.....	\$ 20.63	6.95
GROUP 5.....	\$ 21.19	6.95
Marble Mason (inside).....	\$ 21.30	6.68
Painter (includes tape finishers, soft floor covers, glaziers, spray painters, steel painters, steam clean		

and acid etching, sign writers)	\$ 20.84	6.53
Plumber/Pipefitter.....	\$ 31.61	16.61
Power equipment operators:		
GROUP 1.....	\$ 22.34	7.87
GROUP 2.....	\$ 22.66	7.87
GROUP 3.....	\$ 23.27	7.87
GROUP 4.....	\$ 23.59	7.87
GROUP 5.....	\$ 23.87	7.87
GROUP 6.....	\$ 24.14	7.87
GROUP 7.....	\$ 25.24	7.87
GROUP 8.....	\$ 26.58	7.87
Roofer, Waterprofer, Kettleman.	\$ 21.50	6.75
Sheet metal worker.....	\$ 25.87	12.75
Sprinkler Fitter.....	\$ 24.45	12.75
Terrazzo Worker & Tile Setter..	\$ 21.12	6.68
Truck Driver		
GROUP 1.....	\$ 18.64	10.42
GROUP 2.....	\$ 20.91	10.42
GROUP 3.....	\$ 20.95	10.42
GROUP 4.....	\$ 21.24	10.42
GROUP 5.....	\$ 21.35	10.42
GROUP 6.....	\$ 21.52	10.42
GROUP 7.....	\$ 22.05	10.42
GROUP 8.....	\$ 22.38	10.42

CEMENT MASON CLASSIFICATIONS

GROUP 1: Rodding, tamping, floating, troweling, patching, stoning, rubbing, sack rubbing; All exposed aggregate finishing; Setting of screeds, screeds forms, curb and gutter and sidewalk forms; Preparation of all concrete for caulking of the joints and the caulking of expansion joints; Preparation of concrete for the application of hardners, sealers and curing compounds and their application; Grouting and dry packing of machine base; Removal of snap ties and she bolts prior to patching of concrete

GROUP 2: Power troweling machine operator; Troweling of magnesite, torganal or material with epoxy bases of oxichloride base; All power grinders, bushing hammer, chipping gun; All sandblasting for architectural finishes and exposing of aggregate for finish; Concrete sawing and cutting for expansion joints and scoring for decorative patterns; Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines; Scarifiers; Working on scaffolds

GROUP 3: Grinding, bushing or chipping of toxic materials or high density concrete; Operating of power tools on a scaffold

LABORER CLASSIFICATIONS

GROUP 1: Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Ssignalman; Concrete Crewman (to include Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine- 6 inches and smaller); Crusher Feeder;

Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include Guard Rail, guide and reference posts, sign posts, and right-of-way markers); Flagman; Form cleaning machine feeder; Stacker; General Laborer; Group Machine Header Tender; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Truck Loader; Wellpoint Man; Window Cleaner

GROUP 2: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, paving; Grade Checker using level optional; Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, and form setter); Nozzleman (to include squeeze and flow-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs); Pipelayer, corrugated metal culvert; Pipelayer, multi-section; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electrical, pneumatic; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar Tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Wheelbarrow, power driven; Water Pipe Liner

GROUP 3: Air Track Drill; Bit Grinder; Brush Machine (to include Horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include Laborers when working on free standing concrete stacks for smoke or fume control above 40 ft high); Gunnite (to include operation of machine and nozzle); High Scaler; Hod Carrier; Miner, Class "C" (to include miner, nozzleman for concrete, and laser beam operator on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1200 lbs., jet blast machine, power propelled, sandblast nozzle); Pavement Breaker, 90 lbs. & over; Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Vibrators (all)

GROUP 4: Drills with dual masts; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 5: Powderman

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel or electric power); Crusher Feeder (mechanical); Deck Hand; Drillers Tender; Fireman and Heater Tender; Grade Checker; Tender Mechanic or

Welder, H.D.; Hydro-seeder, Mulcher, Nozzleman; Oiler; Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine

GROUP 2: A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator, hoisting materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator

GROUP 3: A-Frame Truck (2 or more drums); Assistant Refrigeration Plant and Chiller Operator (over 1000 ton); Backfillers (Cleveland and similar); Batch Plant and Wet Mix Operator single unit (concrete); Belt-crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bend Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete) Chipper (without crane), Cleaning and Doping Machine (pipeline); Curb Extruder (Asphalt and Concrete); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Gunitite Combination Mixer and Compressor; Locomotive Engineer; Mixermobile; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Surface Heater and Planer Machine; Tractor (to D-6 or equivalent) and Traxacavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Blade Operator (motor patrol and attachments); Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman and similar); Drilling Equipment (8 inch bit and over) (Robbins, reverse circulation and similar); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman, Greaser and Oiler; Hoe Ram; Hoist (2 or more drums or Tower Hoist); Loaders (overhead and front-end, under 4 yards R/T); Paving (Dual Drum) Rubber Tire; Refrigeration Plant Engineers (under 1000 ton); Signalman (Whileys, Highline, Hammerheads or similar); Skidders (R/T with or without attachments); Screed Operator; Trenching Machines (under 7 ft depth capacity); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Automatic Subgrader (Ditches and Trimmers) (Autograde, ABC, R.A. Hansen and similar on grade wire); Backhoe (under 1 yd); Batch Plant (over 4 units); Batch and

Wet Mix Operator (multiple units, 2 and including 4); Boat Operator; Cableway Controller (dispatcher); Concrete Pump Boom Truck; Conveyor Aggregate Placement Equipment; Cranes (25 tons and under); Derricks and Stifflegs (under 65 tons); Drill Dozer; Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Piledriving Engineers; Roller (finishing pavement); Trenching Machines (7 ft depth and over)

GROUP 6: Asphalt Plant Operator (Backhoes (1 yd to 3 yds); Blade (finish and bluetop) Automatic, CMI, ABC and similar when used as automatic; Boom Cats (side); Cableway Operators; Clamshell Operators (under 3 yds); Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yds); Elevating Belt (holland type); Gradall (1 yd to 3 yds); H.D. Mechanic; H.D. Welder; Loader Operator (front-end and overhead, 4 yards, including 8 yds); Mucking Machine; Quadtrack or similar equipment; Rubber-tired Scrapers; Shovels (under 3 yds); Tractors (D-6 and equivalent and over); Vector Guzzler, Super Sucker; Concrete Cleaning/Decontamination Machine; Ultra High Pressure Waterjet Cutting Tool System (30,000 psi); Vacuum Blasting Machine Operator

GROUP 7: Backhoes (3 yds and over); Cranes (All Cranes over 45 tons, including 100 tons) Climbing, Rail and Tower Cranes up to including 45 tons; Clamshell Operator (3 yds. and over); Derricks and Stifflegs (65 tons and over); Draglines (3 yds and over); Lead Water Well Driller; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead and front-end, over 8 yds); Shovels (3 yds and over); Whirleys and Hammerheads, all

GROUP 8: Cranes (all cranes over 100 tons); Climbing, Rail and Tower Cranes over 45 tons

#### ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft (radius):  
130 ft TO 200 ft .30 hr. additional to classification  
Over 200 ft .60 hr. additional to classification

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car tender and swamper, Pickup Hauling Employees or Materials

GROUP 2: Flat Bed Truck, single rear axle; Fork Lift, 3000 lbs and under; Leverperson Loading Trucks at Bunkers; Seeder and Mulcher; Stationary Fuel Operator; Team Driver; Tractor (small rubber tired, pulling trailer or similar equipment); Trailer Mounted hydro Seeder and Mulcher; Water Tank Truck, up to 1800 gallons

GROUP 3: Bus Driver or Employee Haul Driver; Flat Bed Truck, dual rear axle; Power Boat hauling employees or material

GROUP 4: Buggy Mobile and similar; Bulk Cement Tanks and Spreader; Power Operated Sweeper; Straddle Carrier (Ross, Hyster and similar); Water Tank Truck, 1801-4000 gallons

GROUP 5: Auto Crane, 2000 lbs capacity; Dumptor (6 yds and under); Flat Bed Truck (with hydraulic system); Fork Lift (3001-16,000 lbs); Fuel Truck Driver, steam cleaner and washer; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Transite Mixers & mixers hauling concrete 3 yd to and including 6 yd.; Wrecker and Tow Trucks

GROUP 6: A-Frame; Service Greaser; Tireperson; Truck, side, end, and bottom & articulated end dump (up to and including 12 yds); Water Tank Truck, 4001 to 8000 gallons

GROUP 7: Dumps, semi-end; Flagerty Spreader Box Driver; Flowboys; Fork lift, 16,000 lbs and over; Lowboy, 50 tons and under; Mechanic, Field; Oil Distributors Driver (road, bootperson, leverperson); and Oil Tank Driver; Self-Loading Roll Off and Dumpster over 6 yds; Stringer Truck (cable operated trailer); Tractor with Steer Trailer; Transfer Truck & Trailer; Transit Mixers & Truck Hauling Concrete: over 6 yards to and including 20 yards; Truck & Pup; Trucks, side, end, bottom, & articulated end dump: over 12 yards to and including 100 yards; Truck Mounted Crane (with load-bearing surface, either mounted or pulled) up to 14 tons; Turnarocker, DWs & similar, with 2 or or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck, 8,001 to 14,000

GROUP 8: Lowboy, over 50 tons; Prime movers & stinger truck; Transit Mixers and truck hauling concrete, over 20 yards; Trucks, side, end bottom and articulated end dump, over 100 yards.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**SECTION J**  
**APPENDIX N – HANFORD SITE STABILIZATION AGREEMENT**

The Hanford Site Stabilization Agreement (HSSA) is located at the following website:

<http://www.hanford.gov/pmm/downloads/hssa/html>. The contractor is responsible for complying with the most recent version of the HSSA.

**SECTION J**  
**APPENDIX O – INTERFACE DOCUMENTS SPECIFIC TO WTP INTERFACES**

The following documents establish the Contractor's baseline performance obligations related to interfaces with the WTP.

**JO.1 Interface Management Plan**

Interface Management Plan – Document Number 24590-WTP-PL-MG-01-001, Rev 1.

**JO.2 Interface Control Documents**

The following are the active Interface Control Documents to be maintained and revised in accordance with the Interface Management Plan:

ICD1:	Raw Water
ICD 2:	Potable Water
ICD 3:	Radioactive Solid Wastes
ICD 5:	Non-Radioactive, Non-Dangerous Liquid Effluents
ICD 6:	Radioactive Dangerous Liquid Effluents
ICD 9:	Land for Siting
ICD 11:	Electricity
ICD 12:	Roads
ICD 14:	Immobilized High-Level Waste
ICD 15:	Immobilized Low-Activity Waste
ICD 19:	Low-Activity Waste Feed
ICD 23:	Waste Treatability Samples
ICD 28:	Pit 30 Aggregate Supply for Construction

**SECTION J**  
**APPENDIX P – PROVISIONAL PAYMENT OF FEE METHODOLOGY/CRITERIA**

This section is deleted.