

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 3

2. AMENDMENT/MODIFICATION NO. 0394
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE 00601
 Richland Operations Office
 U.S. Department of Energy
 Richland Operations Office
 P.O. Box 550, MSIN A7-80
 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 PLATEAU REMEDIATION COMPANY
 Attn: Kala Dickerson
 2420 Stevens Center Place
 Richland WA 99354-1659
 9A. AMENDMENT OF SOLICITATION NO. (x) _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. x DE-AC06-08RL14788
 10B. DATED (SEE ITEM 13) 06/19/2008
 CODE 805603128 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)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Clause I.102, FAR 52.243-2, Chang
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 A. The purpose of this modification is to definitize Change Proposal CP 030 260 1496, Revision 0, entitled, "100-NR-2 Operable Unit Bioventing System," transmitted under CHPRC-1403676A R1, dated October 8, 2014 and updated in Revision 1 provided on December 15, 2014 under CHPRC-1403676AR2. Contract changes are detailed on pages 2 and 3 of this modification.
 Period of Performance: 06/19/2008 to 09/30/2018

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

15A. NAME AND TITLE OF SIGNER (Type or print) J. A. Cicci, President HEC
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. Jeff Short
 15B. CONTRACTOR OFFICER (Signature of person authorized to sign) John A. Cicci
 15C. DATE SIGNED 3/5/15
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
 16C. DATE SIGNED 3/5/2015

SF30 BLOCK 14 CONTINUATION:

- B. Based on negotiations of CHPRC's cost proposal for CO260, entitled "100-NR-2 Operable Unit Bioventing System," CP 030 260 1496, Revision 0, transmitted under CHPRC- 1403676A R1, dated October 8, 2014, and updated in Revision 1 provided on December 15, 2014 under CHPRC-1403676AR2. The below negotiated cost and fee are hereby established.

Cost: \$1,427,876
 Fee: \$ 73,140
 Total: \$ 1,501,016

- C. The above cost (\$1,427,876) will be added to Contract Section B, Table B.4-1, on the line item title "CLIN 3 Estimated Contract Costs", and will be allocated to the fiscal years as shown in the table below:

CLIN	WBS	2014	2015	2016	2017	2018	Subtotal
3	030.12.03.01 NR-2 Remedial Actions - Interim and Final	\$10,709	\$569,993	\$277,194	\$282,648	\$ 287,332	\$1,427,876
Subtotal		\$10,709	\$569,993	\$277,194	\$282,648	\$ 287,332	\$1,427,876

- D. The above Fee (\$73,140) will be added to Contract Section B, Table B.4-1, on the line item titled "Available Fee" and will be allocated to fiscal year 2018 shown in the table below:

2014	2015	2016	2017	2018
				\$73,140

- E. In accordance with Contract Clause B.14, a commensurate amount of work scope is hereby moved from Table B.4-1 (4) to Table B.4-2 (CLIN 7). Consistent with existing practice, the amount transferred to CLIN 7 does not include general and administrative expense which was part of the above negotiated cost. Accordingly, the parties agree to remove \$1,427,876 from Table B.4-1, line titled "CLIN 4 Estimated Contract Cost," fiscal year 2017 and add \$1,129,024 to CLIN 7, line titled "Total Contract Cost" as shown in the table below:

From:

CLIN	WBS	2014	2015	2016	2017	2018
4	040.02.30.02 - PFP IA- North	\$ -	\$ -	\$ -	\$1,427,876	\$ -
Total						\$1,427,876

To:

CLIN	WBS	2014	2015	2016	2017	2018
7	040.02.30.02 - PFP IA- North	\$ -	\$ -	\$ -	\$ 1,121,927	\$ -
Total						\$ 1,121,927

- G. A redline/strikeout copy of Tables B.4-1 and B.4-2 reflecting the above revisions are provided in Replacement Contract pages B-7 and B-8, Attachment 1. Note that the starting values for the revisions to Table B.4-1 and B.4-2 are from Modification No. 392
- H. This modification does not obligate additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.81 - FAR 52.232-22 - Limitation of Funds (Apr 1984).
- I. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for CHPRC Change Proposal CP 030 260 1496, Revision 0, and updated in Revision 1 provided on December 15, 2014 under CHPRC-1403676AR2 the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to this change.

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

End of Modification 394.

Table B.4-1, Contract Cost and Contract Fee

Contract Period	Element	FY 2008					
Transition Period	Estimated Contract Cost	\$3,307,735					
Base Period		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total Base Period
CLIN 1	Estimated Contract Cost	\$264,907,169	\$194,150,760	\$199,658,737	\$191,649,688	\$192,616,918	\$1,042,983,272.09
CLIN 2	Estimated Contract Cost	\$64,388,719	\$45,606,756	\$26,441,959	\$68,039,035	\$53,219,749	\$257,696,218
CLIN 3	Estimated Contract Cost	\$93,042,127	\$88,062,385	\$96,403,918	\$66,781,356	\$129,232,811	\$473,522,598
CLIN 4	Estimated Contract Cost	\$0	\$0	\$0	\$0	\$0	\$0
CLIN 5	Estimated Contract Cost	\$69,188,987	\$77,325,292	\$104,808,485	\$83,428,750	\$34,029,971	\$368,781,486
Total Base Period	Estimated Contract Cost	\$491,527,003	\$405,145,192	\$427,313,099	\$409,898,830	\$409,099,450	\$2,142,983,574
	Available Fee	\$22,875,910	\$19,412,118	\$17,852,099	\$18,134,034	\$14,092,235	\$96,040,685
	Contract Price	\$514,402,913	\$424,557,310	\$445,165,198	\$428,032,863	\$423,191,684	\$2,239,024,258
CLIN 6	Estimated Contract Cost	\$158,591,307	\$554,872,119	\$574,791,707	\$18,789,227	\$0	\$1,307,044,360
Total Recovery Act	Estimated Contract Cost	\$158,591,307	\$554,872,119	\$574,791,707	\$18,789,227	\$0	\$1,307,044,360
	Available Fee	\$3,771,414	\$15,852,276	\$52,847,425	\$0	\$0	72,471,115
	Contract Price	\$162,362,721	\$570,724,395	\$627,639,132	\$18,789,227	\$0	\$1,379,515,475
Total Base Period including Recovery Act	Estimated Contract Cost	\$650,118,310	\$960,017,310	\$1,002,104,807	\$428,688,057	\$409,099,450	\$3,450,027,934
	Available Fee	\$26,647,324	\$35,264,395	\$70,699,523	\$18,134,034	\$17,766,524	\$168,511,800
	Contract Price	\$676,765,634	\$995,281,705	\$1,072,804,330	\$446,822,090	\$426,865,973	\$3,618,539,733
Option Period		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Option Period
CLIN 1	Estimated Contract Cost	\$202,364,551	\$208,977,091	\$206,668,583	\$204,178,870	\$183,303,656	\$1,005,492,752
CLIN 2	Estimated Contract Cost	\$54,888,220	\$47,340,956	\$18,594,618	\$0	\$0	\$120,823,794
CLIN 3	Estimated Contract Cost	\$153,346,238	\$157,256,552	\$164,671,093	\$107,063,429	\$125,920,071	\$708,257,383
CLIN 4	Estimated Contract Cost	\$0	\$0	\$6,100,299	\$18,621,546	\$974,495	\$25,696,340
CLIN 5	Estimated Contract Cost	\$33,815,793	\$36,397,542	\$46,807,653	\$18,610,813	\$18,964,074	\$154,595,875
Total Option Period	Estimated Contract Cost	\$444,404,093	\$449,402,147	\$442,565,052	\$348,474,658	\$329,162,296	\$2,014,866,143
	Available Fee	\$13,315,000	\$11,500,000	\$12,025,000	\$11,500,000	\$11,639,576	\$59,979,576
	Contract Price	\$457,719,093	\$460,902,147	\$454,590,052	\$359,974,659	\$340,801,872	\$2,074,845,719
Total: Transition, Base & Option Periods	Total Contract Cost	\$5,468,214,432					
	Total Available Fee	\$228,491,376					
	Total Contract Price	\$5,696,705,808					

Table B.4-2, Deferred Work		
CLIN 7 Total: Base & Option Periods	Total Contract Cost	\$1,307,665,951
	Total Available Fee	\$48,308,655
	Total Contract Price	\$1,355,974,606

TOTAL ESTIMATED VALUE		
All CLINs Total: Base & Option Period and Deferred Work	Total Estimated Cost	\$6,775,880,384
	Total Estimated Fee	\$276,800,031
	Total Contract Value	\$7,052,680,414

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) If DOE does not obligate funding within the parameters detailed in paragraph (a)(1) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE Structured Profit and Fee System*, and implementation by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.
- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to *Contract Price* and/or Schedule in

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT

This is a performance-based Cost-Plus-Award Fee Contract to continue the environmental clean-up of select portions of the U.S. Department of Energy (DOE) Hanford Site. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 ITEM(S) BEING ACQUIRED

- (a) The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this Contract.
- (b) The Contract consists of six (6) Contract Line Items authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work*:
 - (1) *Contract Line Item Number (CLIN) 1*:
 - (i) Waste Treatment and Disposal. Perform activities necessary for safe and secure underwater storage of cesium and strontium capsules, and storage of spent nuclear fuel (SNF); liquid waste storage and treatment; waste storage and disposal; and overall facility operations;
 - (ii) Groundwater/Vadose Zone Project. Perform groundwater and ecological sampling and monitoring, well installation, well maintenance, borehole logging;
 - (iii) Facility and Waste Site Minimum-safe/Surveillance and Maintenance (S&M). Perform activities necessary for Hanford Site structures and waste sites identified in the Section J Attachment entitled, *Supplemental Work Description Tables*; and
 - (iv) Fast Flux Test Facility (FFTF). Maintain FFTF in a safe and compliant manner and perform near-term shutdown activities.
 - (2) *CLIN 2*:

Plutonium Finishing Plant (PFP) Closure. Provide safe and compliant storage of special nuclear material (SNM) at PFP until it has been removed from the PFP complex; operate and maintain the PFP facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems in a safe, compliant, and energy-efficient manner within the authorization envelope; maintain radiological control and access control to ensure personnel safety; remove SNM from PFP and transport to an assigned location; demolish PFP complex facilities to slab-on-grade condition; and prepare, package, and disposition waste streams, as required.

- (3) CLIN 3:
- (i) Waste Treatment and Disposal. Perform low level waste (LLW) and mixed low level waste (MLLW) treatment, transuranic (TRU) waste certification support, waste retrieval;
 - (ii) Groundwater, Soil, and Facility Regulatory/Other Decision Documents. Characterize assigned waste sites and facilities, complete analysis of remediation options, and prepare required regulatory and other decision documents necessary to implement remedial actions;
 - (iii) Groundwater/Vadose Zone Project. Perform on-going and new remedy operations including 200 West pump & treat start-up, operations and maintenance, and well decommissioning;
 - (iv) Operate the Environmental Restoration Disposal Facility (ERDF);
 - (v) Geographical Zone Remediation. Remediate U Plant and Non-Radioactive Dangerous Waste Landfill (NRDWL)/BC Control geographical zones; and
 - (vi) Updated estimates-to-complete for high priority activities.

- (4) CLIN 4:
- (i) Remediate and close other specified geographical zones;
 - (ii) Transfer cesium and strontium capsules from Waste Encapsulation and Storage Facility (WESF) to dry storage; and
 - (iii) Design and construct alternate transuranic package transporter (TRUPACT) loadout capability.

- (5) CLIN 5:
- 100 K Area. Maintain the 100K Area in a safe and compliant manner; dewater K East Basin; demolish K East Basin; place K East reactor in an interim safe storage (ISS) configuration, and remediate and close selected portions of the 100K Area.

- (c) The Section J Attachment entitled, *Supplemental Work Description Tables*, provides additional definition of the workscope in each CLIN.

- (d) CLIN 6:

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. The work, as identified by activities to be performed under the following WBS elements, is assigned to CLIN 6, as shown in Table B.4-1, *Contract Cost and Contract Fee*:

(1) WBS 011, Nuclear Material Stabilization and Disposition PFP:

- (i) Disposition process equipment, glove boxes, and laboratory hoods from 234-5Z facility,
- (ii) Disposition low-level and TRU waste, and
- (iii) Prepare ancillary facilities for demolition.

(2) WBS 013, Solid Waste Stabilization and Disposition:

- (i) Continue retrieving and re-packaging contact handled Transuranic (TRU) waste,
- (ii) Initiate retrieval and disposition of remote-handled TRU waste (including large package waste),
- (iii) Continue building backlog of waste for shipments to the Waste Isolation Pilot Plant, and begin shipping in March 2010,
- (iv) Support installation and utilization by the Central Characterization Project of a High Energy Real Time Radiography unit at the Hanford site,
- (v) Continue treatment of current backlog of legacy mixed, low-level waste,
- (vi) Complete activities required to support disposition and deliver plutonium 238 drums to shipper,
- (vii) Prepare and submit analysis/recommendations for wastes with uncertain disposition path including strontium and cesium capsules; initiate disposition of these wastes as directed by DOE, and
- (viii) Support increased disposal capabilities at the Environmental Restoration Disposal Facility and Integrated Disposal Facility.

(3) WBS 030, Soil and Groundwater Remediation, Groundwater/Vadose Zone:

- (i) Accelerate construction of the pump and treat facility, expand current pump and treat operations, and install additional wells in the 100 D/H Areas,
- (ii) Accelerate construction of the pump and treat system for groundwater contaminants in both 200 West Area operable units,
- (iii) Accelerate completion of remedial investigations, treatability tests, cleanup decisions, and groundwater well decommissioning in the Central Plateau Area, and
- (iv) Continue groundwater remediation and well drilling to support overall reduction of active clean-up of the Hanford Site

(4) WBS 040, Nuclear Facility D&D - Remainder of Hanford:

- (i) 200 North Area:
 - (A) Demolish spent fuel transfer storage facilities,
 - (B) Remediate waste sites, and
 - (C) Dispose of locomotive and rail cars.
- (ii) Complete cleanup of B/C Control Area,
- (iii) Initiate remediation of other waste sites in the Central Plateau,
- (iv) U Plant Zone:
 - (A) Demolish 5 remaining ancillary facilities,
 - (B) Disposition Cell 30 tank contents, and
 - (C) Clear canyon deck and grout-fill cells.
- (v) Complete demolition of up to 15 facilities in the Central Plateau Inner Zone,
- (vi) Prepare and submit an evaluation of utilization of a landfill for non-hazardous waste debris,
- (vii) Complete demolition of DOE facilities and clean-up debris areas on the Arid Lands Ecology Reserve, and
- (viii) Complete remediation activities for North Slope and prepare applicable closure documentation for ALE and North Slope.
- (ix) Disposition near-term personnel hazards associated with asbestos.

(5) WBS 041, Nuclear Facility D&D – River Corridor, 100 K Area:

- (i) Remediate waste sites along the river in the 100 K Area,
- (ii) Accelerate D&D of 100 K ancillary facilities,
- (iii) Accelerate 100 K waste site remediation,
- (iv) Complete Reactor disposition study/engineering, and
- (v) Accelerate ISS of both reactors 105KE and 105KW and initiate preparations for 105KE disposition.

(e) CLIN 7: Table, B.4-2, *Deferred Work*, contains estimated cost and fee of previously

priced work scope for which there is insufficient funding and accordingly is not authorized pursuant to the clause of this section entitled, *DOE Authorization of Work*. Activities include:

- (1) *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement (TPA)) Milestone M-91 upgrades to T Plant;
- (2) Expand and install closure barriers at the Environmental Restoration Disposal Facility (ERDF);
- (3) 618-10 and 618-11 Burial Grounds. Initiate and complete field remediation and other waste disposition activities for the 618-10 and 618-11 burial grounds, in the event that these activities are not completed under the River Corridor Closure Contract;
- (4) Remediate and close specified waste sites, structures, and geographical zones;
- (5) Design the Fuel Preparation Facility;
- (6) Complete procurement, construction, and acceptance testing of the K Basin Sludge Treatment System; treatment of K Basin sludge; demolish K West basin, place K West reactor in an ISS configuration, and selected activities related to remediation and closure of the remainder of the 100K Area ;
- (7) Selected decision document activities;
- (8) Selected Waste Treatment and Disposal activities for transuranic (TRU) waste certification support, waste retrieval; and
- (9) Surface and geophysical logging portion of selected groundwater monitoring activities and remedies.

Performance parameters and metrics and the crosswalk of these work activities to the applicable subsection of Section C, Statement of Work, is provided in the Section J Attachment entitled, *Supplemental Work Description Tables*.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22, Limitation of Funds, total funds in the amount of 2,680,968,341.15 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2018.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$1,375,998,168.34 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of modification A037 through the period of performance for the Recovery Act work, contained in Section F.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period*, *Base Period*, and *Option Period* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) Estimated *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of Estimated *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative Estimated *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) Estimated *Contract Cost*, *Contract Price*, and *Available Fee* by Fiscal Year and by CLIN will be adjusted annually by the Contracting Officer upon approval of the *Performance Measurement Baseline*, and whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

Amounts are rounded to whole dollars. Individual rows may not add precisely due to rounding. Table B.4-1 *Available Fee* rows by period (Base/Option) will not add precisely until all fee is distributed within the specified period. Unallocated *Available Fee* by period is shown in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*.

Table B.4-1, Contract Cost and Contract Fee

Contract Period	Element	FY 2008					
Transition Period	Estimated Contract Cost	\$3,307,735					
Base Period		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total Base Period
CLIN 1	Estimated Contract Cost	\$264,907,169	\$194,150,760	\$199,658,737	\$191,649,688	\$192,616,918	\$1,042,983,272.09
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	Contract Price	\$162,362,721	\$570,724,395	\$627,639,132	\$18,789,227	\$0	\$1,379,515,475
Total Base Period including Recovery Act	Estimated Contract Cost	\$650,118,310	\$960,017,310	\$1,002,104,807	\$428,688,057	\$409,099,450	\$3,450,027,934
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CLIN 1	Estimated Contract Cost	\$202,364,551	\$208,977,091	\$206,668,583	\$204,178,870	\$183,303,656	\$1,005,492,752
CLIN 2	Estimated Contract Cost	\$54,888,220	\$47,340,956	\$18,594,618	\$0	\$0	\$120,823,794
CLIN 3	Estimated Contract Cost	\$153,346,238 \$153,335,529	\$157,256,552 \$156,686,559	\$164,671,093 \$164,393,899	\$107,063,429 \$106,780,781	\$125,920,071 \$125,632,739	\$708,257,383 \$706,829,507
CLIN 4	Estimated Contract Cost	\$0	\$0	\$6,100,299	\$18,621,546 \$20,049,422	\$974,495	\$25,696,340 \$27,124,216
CLIN 5	Estimated Contract Cost	\$33,815,793	\$36,397,542	\$46,807,653	\$18,610,813	\$18,964,074	\$154,595,875
Total Option Period	Estimated Contract Cost	\$444,404,093 ₁	\$449,402,147	\$442,565,052	\$348,474,658 \$349,619,886	\$329,162,296 \$328,874,964	\$2,014,866,143 \$2,014,866,143
	Available Fee	\$13,315,000	\$11,500,000	\$12,025,000	\$11,500,000	\$11,639,576	\$59,979,576
	Contract Price	\$457,719,093	\$460,902,147	\$454,590,052	\$359,974,659 \$361,119,886	\$340,801,872 \$340,514,540	\$2,074,845,719 \$2,074,845,719
Total: Transition, Base & Option Periods	Total Contract Cost	\$5,468,214,432					
	Total Available Fee	\$228,491,376					
	Total Contract Price	\$5,696,705,808					

Table B.4-2, Deferred Work		
CLIN 7	Total Contract Cost	\$1,307,665,951 \$1,306,544,024
	Total Available Fee	\$48,308,655 \$48,235,515
Total: Base & Option Periods	Total Contract Price	\$1,355,974,606 \$1,354,779,539

TOTAL ESTIMATED VALUE		
All CLINs Total: Base & Option Period and Deferred Work	Total Estimated Cost	\$6,775,880,384 \$6,774,758,457
	Total Estimated Fee	\$276,800,031 \$276,726,894
	Total Contract Value	\$7,052,680,414 \$7,051,485,347

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) If DOE does not obligate funding within the parameters detailed in paragraph (a)(1) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE Structured Profit and Fee System*, and implementation by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.

- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV.*

B.6 BASIS FOR TOTAL AVAILABLE FEE

The cost basis for *Total Available Fee* shall be the *Total Contract Cost*, excluding:

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Costs associated with Work-for-Others performed under the Section I Clause entitled, *DEAR 970.5217-1, Work-for-Others Program*; and
- (c) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

Employee benefit plan costs shall be included in the *Contract Price* by fiscal year and by Contract period shown in Table B.4-1, *Contract Cost and Contract Fee*.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to determine the amount of the *Available Fee* for the *Base Period* and *Option Period* (if exercised), for each fiscal year as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee* within a Contract period for work authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work* and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*.
- (b) The *Available Fee* shown in Table B.4-1, *Contract Cost and Contract Fee*, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
 - (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is

unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.

- (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.
 - (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.

- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.
 - (1) Withholding of *Incremental* and *Provisional Fee* Payments. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.
- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies)¹.
 - (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments.

B.9 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
 - (1) Section B Clause entitled, *Fee Determination and Payment*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;

¹ Guarantor Company(ies) is defined as the company(ies) executing the performance guarantee (s) in Section H Clause entitled, *Performance Guarantee Agreement*.