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**EXHIBITS AND OTHER ATTACHMENTS**

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**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX A**

**KEY PERSONNEL:**

Robert M. Nichols Acting President & CEO

Robert M. Nichols Vice President, Mission Support

## **APPENDIX B**

### **ADVANCE UNDERSTANDING ON PERSONNEL COSTS POLICIES AND PROCEDURES**

#### **1.0 INTRODUCTION**

This Advance Understanding sets forth the basis for determining the allowability of Contractor and Assigned Personnel (under teaming arrangements) human resource management policies and related expenses that have cost implications under the Contract. This understanding 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 Richland Operations Office (RL) in accordance with this Contract. Costs not specifically addressed in this advance understanding will be treated in accordance with applicable 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 will utilize Assigned Personnel (under teaming arrangements) to perform work under the authority of the PHMC. Other corporate affiliate personnel may also be assigned to perform work under the PHMC as directed by the Contractor. Assigned Personnel shall follow all facility safety, quality, security, technical and other facility and project specific and general policies, requirements and procedures applicable to Contractor employees in the performance of their work.

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

#### **2.0 GENERAL**

Subject to the specific limitations, conditions, and exclusions of Subpart 31.2 of the Federal Acquisition Regulations (FAR) as supplemented by DOE Acquisition 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 and Assigned Personnel (under teaming arrangements) in accordance with the Contractor's corporate-wide policies consistently and uniformly applied

accepted by DOE-RL, are allowable. Such policies will be summarized and submitted in the form of a Personnel Policies Manual applicable to this Contract.

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

### **3.0 DEFINITIONS**

#### Contractors

The Contractor – Fluor Hanford, Inc.

Assigned Personnel – Energy Solutions Federal Services of Hanford, Inc. and CH2M Hill Constructors, Inc. employees and any other corporate affiliates\* working for a PHMC project.

\*Corporate affiliates do not fall under the guidelines of Direct Compensation and Travel and Relocation Costs set forth below.

Credited Service – Length of service for employees shall mean employment with the Contractor, Energy Solutions Federal Services of Hanford, Inc. and CH2M Hill Constructors, Inc. 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.

FAR – Federal Acquisition Regulation

Workweek – The basic (or regular) workweek shall be 40 hours. Alternative workweeks may be established with the approval of the Contracting Officer.

### **4.0 DIRECT COMPENSATION**

The Contractor shall submit its Compensation Program applicable to work under this Contract to the Contracting Officer for initial approval. Proposed Compensation Program design changes which affect costs will also be submitted for review and approval by the Contracting Officer.

#### **4.1 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.

- 4.1.1 Compensation Increase Plan for exempt employees and a Compensation Increase Plan for non-exempt, non-bargaining employees for review and approval. 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 under 4.1.8.

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 may 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.

- 4.1.2 Top Management Official Salary Approval – The base annual salary for the Contractor's Top Management Official is reimbursable only to the extent the 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) 30 days in advance of the effective date.

- 4.1.3 Incentive Compensation, Bonuses and Project Assignment Allowances – Except as specifically set forth in 4.1.8 "Recruitment and Retention Incentives", other forms of Incentive Compensation, Bonuses, and Project Assignment Allowances will not be allowable costs under this Contract unless specifically approved in advance by the Contracting Officer.

- 4.1.4 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. No salary above the maximum of the salary range shall be allowable except in those cases where a "red circle" rate is authorized by the Contracting Officer.

- 4.1.5 Overtime Control Plan – If the overtime premium cost exceeds 12 percent of total payroll, the Contractor shall submit to the Contracting Officer for approval an annual overtime control plan that includes at a minimum (1) an overtime premium fund (maximum dollar amount); (2) specific controls for casual overtime for nonexempt employees; and (3) an evaluation of alternatives to the use of overtime.

The Overtime Control Plan shall also include the following historical data for non-exempt and exempt employees:

- (1) Total cost of overtime;
- (2) Total cost of straight-time;
- (3) Overtime cost as a percentage of straight-time cost;
- (4) Total overtime hours;
- (5) Total straight-time hours; and
- (6) Overtime hours as a percentage of straight-time hours.

Exempt employees are not eligible for overtime pay except as approved by the Contracting Officer.

The Contractor shall submit to the Contracting Officer for approval any additional overtime premium funds or plan changes based on mission requirements.

The Contractor shall submit any request for an extended workweek to the Contracting Officer for approval. An extended workweek is a workweek regularly scheduled and established in excess of the basic workweek of 40 hours and for a period of more than four consecutive weeks.

Overtime pay shall be based on a 40-hour workweek.

Overtime work performed by employees of affiliate companies of the Contractor and Assigned Personnel (under teaming arrangements) assigned to Contract work on a temporary basis, will be administered and paid in accordance with the policies of the affiliate.

- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 Recruitment and Retention Incentives – Recruitment and retention incentives are considered necessary to attract and retain certain core critical skills under current market conditions. A plan for recruitment and retention will be included as a component of a variable pay plan within the annual compensation increase plan. The recruitment and retention plan will contain projected critical skill needs, with justification for each critical skill. In the event critical skill needs change during the year, after Contracting Officer review and approval of the compensation increase plan, the Contractor shall submit a request for Contracting Officer review and approval to modify critical skill needs in the plan.

The Contractor will establish an annual pool exclusive of any merit funds for which incurred costs are allowable under the Contract subject to the following conditions:

1. The Contractor will submit an annual report for actual recruitment/retention incentives paid during the calendar year to include identification of the individual, previous annual salary, proposed annual salary, amount of incentive incurred, and brief description of rationale supporting the necessity. The annual report will be a part of the annual salary reporting required by DOE Order 350.1.
2. The Contractor will annually review the approved annual pool amount to determine if a material change in the annual amount for recruitment/retention incentives is necessary. If so, the Contractor shall formally request advance approval from the Contracting Officer.
3. The Contractor will establish a separate account for recording all retention/recruitment incentive costs subject to this provision.
4. Recruitment or retention incentives may be provided for both exempt and non-exempt employees based upon a critical need. The lump sum amount of incentives should not exceed 20 percent of the employee's annual salary, however, if necessary, the Contractor may exceed that target ceiling when written approval has been obtained from the Contracting Officer.
5. Recruitment incentives shall not be used for attracting a prospective employee that predominately works on another DOE Contract. Exceptions may be approved in advance by the Contracting Officer.
6. Contractor employees will receive the recruitment/retention incentives in the form of a one-time lump sum payment and/or in the form of a one-time increase to their personal time bank.
7. Employees who receive recruitment incentives and voluntarily leave within 12 months of receipt of the incentive will be required to pay back the incentive. Employees transferring from the PHMC to an affiliate company will be considered as a voluntary termination and will be required to reimburse the recruitment incentive in accordance with this provision.
8. PHMC employees, who receive a retention incentive and voluntarily leave before the end of the period for which the retention incentive was provided, will be required to pay back the full amount of the paid incentive. Employees transferring from the PHMC to an affiliate company will be considered as a voluntary termination and will be required to reimburse the retention incentive in accordance with this provision.
9. Regardless of the Contractor's ability to collect recruitment/retention amounts from employees who have voluntarily terminated employment, such amounts are

unallowable under the Contract. In addition, attorney and collection service fees in pursuit of collection of retention/recruitment amounts are unallowable.

#### 4.2 COMPENSATION – EMPLOYEE WELFARE AND OTHER BENEFIT PLANS

##### 4.2.1 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:

Life Insurance (Basic, AD&D, Personal Accident, Dependent, other)  
Disability Plans (Short Term and Long Term)  
Medical Insurance Plan (Indemnity, HMO, PPO, other)  
Dental Insurance Plans  
Vision Plan  
Retiree Medical and Life Insurance Plans

##### Other Benefit Plans

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

##### 4.2.2 Separation Pay

- A. 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.
  1. 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.

4.2.3 FAS 106 Valuation – The Contractor will provide a copy of the FAS 106 Valuation annually to the DOE.

4.2.4 Multiple Employer Welfare Arrangement (MEWA) – The Contractor shall, as a separate legal entity, administer the Hanford Employee Welfare Trust.

#### 4.3 GROUP PENSION PLANS

4.3.1 General – Costs of the Contractor’s and Assigned Personnel (under teaming arrangements) participation with other Hanford Site Contractors in the Operations and Engineering Pension Plan, the Hanford Contractors Multi-Employer Pension Plan for HAMTC Represented Employees, and the Hanford Guards Union Pension Plan, or other 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 more of the plans in accordance with their terms. The plans must be established and maintained as qualified defined benefit pension plans under the regulations of the Internal Revenue Code (IRC). Any new Pension Plan Documents, including pension trust documents, and any changes thereto, require approval by the Contracting Officer prior to implementation. With respect to each of the plans, the parties agree as follows:

#### 4.3.2 Administration of the Plans

- A. 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’s request, the Contractor shall provide an itemization of costs incurred for administration. Administrative costs not allocated to the Plans will be allocated to participating contractors.
- B. The Contractor will provide to DOE copies of the following annual reports:
  - (1) Accounting reports and annual actuarial valuations. The reports and valuations will include at least the information specified in DOE Order 350.1, Chapter VI.
  - (2) DOL Form 5500 with schedules and attachments, as submitted to the Department of Labor each year.
  - (3) 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.

- C. 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.
- D. 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, as amended valuation for the most recent plan year. The fund shall be a trust.
- E. 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.
- F. 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. If the Contractor and DOE agree to terminate a defined benefit pension plan, the provisions of Sections 4.3.3 and 4.3.4 below will apply.
- G. 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.

#### 4.3.3 Actions Required at Contract Termination or Expiration

- A. No Replacement Contractor – If this contract expires or terminates without a replacement contractor, the DOE and the Contractor shall meet to determine the ultimate disposition of all pension, post-retirement welfare, and post-employment plans.
- B. 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.

C. Change of Plan Sponsor – The DOE shall have the unilateral right to change a plan sponsor upon termination or expiration of the Contract.

D. Determination of Contract Service Pension Plan Assets and Liabilities

(1) Contract Service Assets – Contract Service Assets shall be determined in accordance with 4.3.2 B(1) 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.

(2) 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.

4.3.4 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.

Successor Contractor. Any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE shall be actively managed by the Contractor until the successor trustee or DOE is able to assume stewardship of those assets.

4.3.5 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.

#### 4.4 GROUP SAVINGS PLANS

The Contractor and Assigned Personnel (under teaming arrangements) will maintain three savings plans for employees who are eligible to participate in accordance with their terms; two plans 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 Internal Revenue Code. 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:

A. Costs of employer matching contributions incurred and accrued under the terms of the plans are allowable. Administrative costs not allocated to the Plans will be allocated to participating contractors.

- B. The contractor will provide DOE with annual accounting reports and a copy of IRS Form 5500 as submitted to the Department of Labor each year.
- C. 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.
- D. 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.
- E. 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.

#### 4.5 PAID ABSENCES

4.5.1 Personal Time Off – A Personal Time Bank (PTB) is established for eligible employees. Absences for leisure time off, personal time off, facility closure days (holidays), 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. All absences for exempt employees will be charged to the PTB account in full day increments.

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

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

Composition: Accrual rates will include the following:

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

Holidays: 72 hours designated as facility closure  
Days; 8 hours designated by employee as floater

The facility closure days include 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

Sick Personnel: Exempt 40 hrs/yr  
 Salaried non-exempt 56 hrs/yr

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); absences of less than full day increments for exempt employees, excused absence (EA) Time (8 hours per year for 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.

Cash Out Provision: Effective December 8, 2005, through December 31, 2005, employees may cash out all but 40 PTB hours (a minimum of 40 hours must remain in the employees account). No PTB cash out requests will be permitted after December 31, 2005. Payment to employees may occur during the month of January 2006, depending upon when requests are received.

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

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

- In 2000 900 hours
- In 2001 through 2005 1000 hours
- In 2006 and thereafter 2080 hours

EXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2000 and thereafter</u>
0-5 years of service	7.69
5-10 years of service	9.23
10 to 20 years of service	10.77
More than 20 years of service	12.31

SALARIED NONEXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2000 and thereafter</u>
0-5 years of service	8.31
5-10 years of service	9.85
10-20 years of service	11.38
More than 20 years of service	12.92

4.6 CORPORATE EMPLOYEES

Certain employees of the Contractor and Assigned Personnel (under teaming arrangements) 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. The 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.

**5.0 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 beyond that recognized under Section 3161. In accordance with these regulations, Contractor employees and Assigned Personnel (under teaming arrangements) 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.

**6.0 COLLECTIVE BARGAINING AGREEMENTS**

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

**7.0 WORK FORCE 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 (Jun 1997).

## **8.0 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.

**SCHEDULE 1**

**RESERVED**

**SCHEDULE 1**

**SPECIAL ALLOWANCES FOR COGEMA/SGN EMPLOYEES  
ASSIGNED TO NUMATEC**

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

**PART III – LIST OF DOCUMENTS  
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**APPENDIX C**

**REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS**

This appendix lists the Federal, State and local laws and regulations, DOE Directives, Site-specific manuals for functions and programs, and other agreements that contribute to the planning basis required for the work scope set forth in Section C. The list of laws and regulations is not comprehensive. Omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

The Contractor will 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.

New requirements or changes to the requirements identified below will be assessed for impact by the Contractor. The Contractor will as appropriate, request elimination, a waiver or submit a Baseline Change Request before incorporating and working to the new or changed requirement.

The requirements listed in this section will be applied to discrete work activities as the Contractor determines to be applicable. The Contractor will maintain an applicability matrix to manage requirements in direct support of cleanup and closure work. The matrix will be limited to requirements corresponding to the 20 functional areas identified in HNF-8663, Operational Activities Requirements Applicability Matrix (RAM). These functional areas contain environmental, safety health, quality, safeguards and security requirements directly applicable to performance of fieldwork. The matrix will be subject to RL assessment. Facility-specific agreements will establish the work specific applicability.

# J.C.1 FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

## J.C.1.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1046	Physical Protection of Security Interests
10 CFR 1047	Limited Arrest Authority and Use of Force by Protective Force Officers
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records
36 CFR 60	National Register Of Historic Places
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 63	National Emission Standards for Hazardous Air Pollutants for Source Categories
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 70	State Operating Permit Programs
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
40 CFR 60	Standards Of Performance For New Stationary Sources
41 CFR 101-102	Federal Property Management Regulations
41 CFR 102-192	Mail Management

Document Number	Title
48 CFR 970	DOE Management and Operating Contracts
48 CFR 52.243.1	Changes-Fixed-Price
48 CFR Subpart 31.2	Contract Cost Principles and Procedures
48 CFR 42.708(a)	Quick-Closeout Procedure
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 382	Controlled Substances and Alcohol Use and Testing
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

### J.C.1.2 U.S. Code (USC)

Document Number	Title
5 USC Chapter 57	Travel, Transportation, and Subsistence
17 USC 506	Copyright Infringement and Remedies, Criminal Offences
18 USC 1913	Lobbying with Appropriated Moneys
18 USC 2319	Stolen Property, Criminal Infringement of a Copyright
33 USC 1251-1376	Clean Water Act
42 USC 7256(c)	Leasing of Excess Department of Energy Property / Hall Amendment to National Defense Authorization Act of 1994
42 USC 13101	Findings & Policy
42 USC 13106	Source Reduction & Recycling Data Collection
42 USC 2011-2259	Atomic Energy Act of 1954, as amended
42 USC 6962	Resource Conservation And Recovery Act (RCRA) Of 1976
42 USC 7401	Clean Air Act
43 USC 1701	Federal Land Policy And Management Act Of 1976
44 USC 3103	Transfer Of Records To Records Center
44 USC 3105	Safeguards
44 USC 3309	Preservations of Claims of Government Until Settled in General Accounting Office; Disposal Authorized Upon Written Approval of Comptroller General
44 USC 3312	Photographs or Microphotographs of Records Considered as Originals; Certified Reproductions Admissible in Evidence
44 USC 3506	Federal Agency Responsibilities
5 USC 552	Public Information; Agency Rules, Opinions, Orders, Records, and Proceedings
5 USC 552A	Records Maintained on Individuals

### J.C.1.3 Executive Orders

Document Number	Title
Executive Order 12516	Final Guidance on Administrative Records for Selecting CERCLA Response Actions
Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition

### J.C.1.3 Executive Orders

Document Number	Title
Executive Order 13123	Greening the Government Through Efficient Energy Management
Executive Order 13148	Greening the Government Through Leadership in Environmental Management
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13327	Federal Real Property Asset Management
Executive Order 13423	Strengthening Federal Environmental, Energy and Transportation Management (See PHMC Contract Section C (C.1.4 and C.5.1.1))

### J.C.1.4 Office of Management and Budget Circulars (OMB)

Document Number	Title
OMB Circular A-130	Management of Federal Information Resources

### J.C.1.5 Washington Administrative Code (WAC)

Document Number	Title
WAC 46-48	Transportation Of Hazardous Materials
WAC 173-200	Water Quality Standards for Ground Waters of the State of Washington
WAC 173-216	State Waste Discharge Permit Program
WAC 173-218	Underground Injection Control Program
WAC 173-240	Submission of Plans and Reports for Construction of Wastewater Facilities
WAC 173-303	Dangerous Waste Regulations
WAC 173-304	Minimum Function Standards for Solid Waste Handling
WAC 173-360	Underground Storage Tank Regulations
WAC 173-400	General Regulations For Air Pollution Sources
WAC 173-401	Operating Permit Regulation
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 173-491	Standards for Gasoline Vapors
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296- 65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

### J.C.1.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
ST4511	State Waste Discharge Permit Number ST 4511
WA7890008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

### J.C.1.7 Local Laws and Regulations

Document Number	Title
BCAA, REGULATION 1	Article 5, "Outdoor Burning" and Article 8, "Asbestos"

## J.C.2 DOE DIRECTIVES AND AGREEMENTS

### J.C.2.1 Directives, Regulations, Policies, and Standards

Document Number	Title
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
CRD O 142.1	Classified Visits Involving Foreign Nationals
CRD O 142.2A	Voluntary Offer Safeguards Agreement and Protocol with the International Atomic Energy Agency
CRD O 151.1C	Comprehensive Emergency Management System (Implement per RL letter 06-SES-0206, dated 10/17/06)
CRD O 153.1	Departmental Radiological Emergency Response Assets
CRD M 205.1-4	National Security System Manual
CRD O 210.2	DOE Corporate Operating Experience Program (Implement per RL letter 07-ODD-0053, dated 3/16/07)
CRD O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
CRD O 221.2	Cooperation With the Office of the Inspector General
CRD O 241.1	Scientific and Technical Information Management
CRD M 251.1-1B	Departmental Directives Program (Except for Sections 3 and 4.b of Appendix A)
CRD O 350.1, Chg 1	Contractor Human Resources Management Program
CRD O 413.1A	Management Control Program
CRD O 413.3A	Project Management for the Acquisition of Capital Assets (Implement per RL letter 07-PRO-0133, dated 1/30/07)
CRD O 414.1C	Quality Assurance
CRD M 442.1-1	Differing Professional Opinions Manual for Technical Issues (Implement per RL letter 07-AMA-0080, dated 3/29/07)
CRD O 450.1A	Environmental Protection Program except the 1.c(2) language, "...June 30, 2009 'fully implemented'... as it is beyond the A334 scope and therefore deferred until FY2010)
CRD M 450.4-1	Integrated Safety Management System Manual (Implement per FH-0700852A R1, dated 4/23/07)
CRD O 460.1B	Packaging and Transportation Safety
CRD O 460.2, Chg 1	Contractor Requirements Document Departmental Materials Transportation & Packaging Management
DOE O 470.3A	Design Basis Threat Policy
CRD M 470.4-4, Chg 1	Information Security (Implement per RL letter 08-SES-0090, dated 4/8/08)
CRD M 470.4-5	Personnel Security
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information (Implement per RL letter 05-PRO-0180, dated 3/15/05, and 05-SES-0155 dated 6/17/05)
CRD M 475.1-1A	Identifying Classified Information
CRD O 522.1	Pricing of Departmental Materials & Services
CRD O 580.1	Department of Energy Personal Property Management Program
DOE 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 5400.5, Chg 1&2	Radiation Protection of the Public and the Environment
DOE 5610.2, Chg 1	Control of Weapon Data

### J.C.2.2 DOE-RL Supplemented Contractor Requirement Documents

Document Number	Title
CRD O 110.3A (Supp Rev 0)	Conference Management (Implement per 07-FMD-0095, dated 7/27/07)
CRD O 142.3 (Supp Rev 0)	Unclassified Foreign Visits and Assignments
CRD O 200.1 (Supp Rev 3)	Information Management Program
CRD O 205.1A (Supp Rev 1)	DOE Cyber Security Management Program (Implement per RL letter 08-SES-0079, dated 4/10/08)
CRD N 206.4 (Supp Rev 0)	Personal Identity Verification
CRD O 225.1A (Supp Rev 0)	Accident Investigations
CRD O 226.1 (Supp Rev 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-2 (Supp Rev 6)	Occurrence Reporting and Processing of Operations Information (Implement per FH-0700792A R1, dated 4/23/07)
CRD M 231.1-1A, Chg 2 (Supp Rev 1)	Environment, Safety, and Health Reporting Manual
CRD O 420.1B (Supp Rev 4)	Facility Safety (Implement per RL letter 09-SED-0076, dated 4/17/09)
CRD O 430.1B (Supp Rev 0)	Real Property Asset Management (Implement per RL letters 07-AMRC-0235, dated 7/3/07 and 07-AMRC-0275, dated 8/23/07)
CRD O 435.1, Chg 1 (Supp Rev 0)	Radioactive Waste Management

Document Number	Title
CRD M 440.1-1A (Supp Rev 0)	DOE Explosives Safety Manual
CRD O 440.2B Chg 1 (Supp Rev 0)	Aviation Management and Safety
CRD O 442.1A (Supp Rev 1)	Department Of Energy Employee Concerns Program
CRD O 461.1A (Supp Rev 0)	Packaging and Transfer or Transportation of Materials of National Security
CRD O 470.2B (Supp Rev 2)	Independent Oversight and Performance Assurance Program (Implement per RL letter 03-PRO-0590, dated 7/18/03)
CRD M 470.4-1, Chg 1 (Supp Rev 1)	Safeguards and Security Program Planning and Management
CRD M 470.4-2, Chg 1 (Supp Rev 3)	Physical Protection
CRD M 470.4-3, Chg 1 (Supp Rev 1)	Protective Force
CRD M 470.4-6, Chg 1 (Supp Rev 0)	Nuclear Material Control and Accountability
CRD O 471.1A (Supp Rev 0)	Identification and Protection of Unclassified Controlled Nuclear Information
CRD O 471.3 (Supp Rev 1)	Identifying and Protecting Official Use Only Information (Implement per RL letter 05-PRO-0180 dated 3/15/05, and RL letter 05-SES-0155, dated 6/17/05)
CRD O 481.1B (Supp Rev 0)	Work for Others (Non Department of Energy Funded Work)
CRD O 551.1B (Supp Rev 0)	Official Foreign Travel
CRD O 5480.19 Chg 2 (Supp Rev 4)	Conduct of Operations Requirements for DOE Facilities

### J.C.2.3 DOE-RL Implementing Documents

Document Number	Title
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, Rev. 1-A	Hanford Sitewide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-2003-39, Rev 0	Hanford Long Term Stewardship Program and Transition: Preparing for Environmental Management Cleanup Completion
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 2	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-2001-41, (as amended)	Site Wide Institutional Controls Plan for the Hanford CERCLA Response Actions
DOE/RW-0333P, Rev. 8	Office of Civilian Radioactive Waste Management - Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)
RRD #005 (Rev 3)	Richland Requirements Document, Worker Safety

### J.C.2.4 Reserved

Document Number	Title
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### J.C.2.5 Record of Decisions (ROD)

Document Number	Title
64 FR 61615, November 12, 1999, Doc. 99-29325	Record of Decision: Hanford Comprehensive Land-Use Plan Environmental Impact Statement (HCP EIS)
DOE/EIS-0222-F	Comprehensive Land Use Plan EIS
DOE/EIS-0222-SA-01, June 2008	Hanford Comprehensive Land-Use Plan Environmental Impact Statement Supplement Analysis
6450-01-P, September 19, 2008	Amended Record of Decision for the Hanford Comprehensive Land-Use Plan Environmental Impact Statement

### J.C.2.6 Reserved

Document Number	Title
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### J.C.2.7 Acceptance Criteria

Document Number	Title
BHI-00139	Environmental Restoration Disposal Facility Waste Acceptance Criteria
CAO-94-1012	Quality Assurance Program Document (QAPD)
DOE/RW-0351 Rev 5	Waste Acceptance System Requirements Document (WASRD), E000000000-00811-1708-0001 REV 5
HNF-3172	Hanford Site Liquid Waste Acceptance Criteria
HNF-EP-0063	Hanford Solid Waste Acceptance Criteria
LA-UR-00-3245	Integrated Surveillance Program in Support of Long-Term Storage of Pu-Bearing Materials

### J.C.2.8 Mutual Aid Agreements

Document Number	Title
(none)	The Memorandum Of Understanding Between The U.S. Fish And Wildlife Service (FWS) And The U.S. Department Of Energy, Richland Operations Office, (DOE-RL) For The National Wildlife Refuge Complex on the Hanford Reach National Monument, dated August 1, 2007
(none)	Tri-County Mutual Aid Agreement Hazmat Board, dated July 27, 2009
(none)	Mutual Aid Agreement Between Fort Lewis and Fluor Hanford, Inc For Mutual Aid in Fire Prevention, the Protection of Life and Property From Fire, and Firefighting, dated December 1, 2006.
13580-7-H269	Cooperative Agreement Between U.S. Fish And Wildlife Service, Hanford Reach National Monument/Saddle Mountain National Wildlife Refuge And Columbia National Wildlife Refuge And The DOE/RL Hanford Fire Department, dated June 2007 (final signature August 1, 2007).
(none)	Mutual Aid Agreement between Yakima County Fire District #4 and the US Department of Energy and the Richland Operations Office (RL) , dated June 9, 2009
07-PRO-379	Mutual Aid Agreement between Yakima County Fire District #5 and the US. Department of Energy, Richland Operations Office (RL) , June 9, 2009
07-PRO-378	Mutual Aid Agreement between Yakima County Fire Commissioners Association and the US. Department of Energy, Richland Operations, dated August 13, 2007
(none)	Mutual Aid Agreement between City of Grandview and the US Department of Energy and the Hanford Fire Department, dated June 9, 2009
(none)	Letter Of Agreement Between U.S. Department Of Energy, Richland Operations Office (RL) And National Weather Service (NWS) For Possible Response To An Emergency At The Hanford Site, dated September 30, 1994
(none)	Memorandum Of Understanding Between Energy Northwest And U.S. Department Of Energy, Richland Operations Office For Emergency Preparedness and Response, dated May 7, 2007
(none)	Clinical Experience Agreement Between Hanford Fire Department and Kadlec Medical Center, dated February 1, 2007
(none)	Clinical Experience Agreement Between Fluor Hanford and Kennewick General Hospital , dated November 30, 2006
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Benton County Emergency Services For Emergency Preparedness, dated March 16, 2000
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Franklin County For Emergency Preparedness, dated January 20, 2000
(none)	Memorandum Of Understanding Between U.S. Department Of Energy Richland Operations Office And Grant County For Emergency Preparedness, dated May 25, 2000
(none)	Memorandum Of Understanding Between The Washington State Department Of Agriculture, Adams County Noxious Weed Control Board, Benton County Noxious Weed Control Board, Franklin County Noxious Weed Control Board, Grant County Noxious Weed Control Board and United States Department Of Energy Richland Field Office For Management Of Noxious Weed And Undesirable Plants, dated May 28, 1997.
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Richland Police Force Mutual Law Enforcement assistance, dated April 2, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and West Richland Police Force Mutual Law Enforcement assistance, dated April 2, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Kennewick Police Force Mutual Law Enforcement assistance, dated March 27, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Benton County Sheriff Mutual Law Enforcement assistance, dated April 3, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Franklin County Sheriff Mutual Law Enforcement assistance, dated April 7, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Adams County Sheriff Mutual Law Enforcement assistance, dated April 7, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Washington State Patrol Mutual Law Enforcement assistance, dated April 29, 2009
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Pasco Police Force Mutual Law Enforcement assistance, April 3, 2009

Document Number	Title
(none)	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Grant County Sheriff Mutual Law Enforcement assistance, dated April 6, 2009
(none)	Mutual Aid Agreement between Grant County Fire District #8 and the US Department of Energy Richland Operations Office (RL), dated June 9, 2009
(none)	Mutual Aid Agreement between City of Sunnyside and the US Department of Energy Richland Operations Office (RL), dated June 9, 2009
WSP No. C080867GSC	Interagency Agreement Between State of Washington Washington State Patrol and Hanford Fire Department, dated September 29, 2008
(none)	Annual Operating Plan for the Cooperative Fire Protection Agreement between United States Department of Interior Fish and Wildlife Service Mid-Columbia River National Wildlife Refuge Complex and Department of Energy, Richland Operations Office and the Hanford Fire Department, dated August 1, 2007
1448-13580-7-H235	Dispatch Operating Plan between United States Department of Interior Fish and Wildlife Service Mid-Columbia River National Wildlife Refuge Complex and Department of Energy, Richland Operations Office and the Hanford Fire Department, dated May 2007 (no signature page)
(none)	Mutual Aid Agreement Between the Cities of Richland, Kennewick, Pasco, Prosser, and College Place, Benton County Emergency Services, Franklin County Emergency Management; Fire Protection Districts of Benton County 1,2,3,4,5,6, Franklin County 3, Walla Walla County 4, 5, and U.S. Department of Energy, Richland Operation Office, dated February 5, 1998 ( final signature November 21, 1997)
(none)	Memorandum of Understanding Between U.S. Department of Energy, Richland Operations Office, and Washington State for Emergency Preparedness, dated June 20, 2007
(none)	Memorandum of Understanding Between U.S. Department of Energy, Richland Operations Office, and the State of Oregon for Emergency Preparedness, dated June 21, 2000
(none)	Memorandum of Understanding Between AREVA NP, Inc. ( formerly Framatome ANP, Inc.) and U.S. Department of Energy, Richland Operations Office, dated November 21, 2005
(none)	Memorandum of Understanding Between the U.S. Department of Energy Richland Operations Office and Lourdes Medical Center, dated May 7, 2007
(none)	Memorandum of Understanding Between the U.S. Department of Energy Richland Operations Office and Kadlec Medical Center, dated May 7, 2007
(none)	Memorandum of Understanding Between the U.S. Department of Energy Richland Operations Office and Kennewick General Hospital, dated May 7, 2007
(none)	Memorandum of Understanding Between Benton County Emergency Services and Department of Energy Richland Operations for the Right to Use the 4.9 GHZ Public Safety Spectrum, dated August 20, 2009
WDFW 09-1170	Memorandum of Understanding between U.S. Department of Energy, Richland Operations Office and Washington Department of Fish and Wildlife Enforcement Program for Law Enforcement Aassistance, dated April 29, 2009
DACA67-4-01-97	Department of the Army Supplemental Agreement No. 1 Permit No. DACA67-4-01-87, dated February 13, 2006
DACA67-1-95-111	Supplemental Agreement No. 2 to Army Lease No. DACA67-1-95-111, Fort Lewis Military Reservation Washington, dated November 30, 2005

**PERFORMANCE OBJECTIVES, MEASURES,  
EXPECTATIONS AND INCENTIVES**

**SECTION J**

**APPENDIX D**

**PART I**

**Fee Plan**

**For the period October 1, 2008 through January 15, 2009**

1. The total available fee pool for the period above as set forth in Clause B.4 entitled “Estimated Cost and Fee” of this contract is allocated 100% to a performance fee in accordance with the criteria established in this fee plan.
2. The Contractor may draw down the available fee in monthly payments, proportional to the monthly cost profile, subject to DOE Contracting Officer written approval. Fee adjustments for changes in funding will be made in accordance with Clause B.4, entitled “Estimated Cost and Fee” of this contract.
3. Contractor performance will be evaluated in the following areas of importance to DOE during the term of this fee plan:
  - a. Safeguards and Security:
  - b. Environment, Safety & Health (ES&H):
  - c. Information Resource Management (IRM)
  - d. Interface/Service Management

Items a) Safeguards and Security, and b) ES&H, will be evaluated in accordance with the provisions of PHMC Clause I.28 Conditional Payment of Fee, and H.51 Conditional Payment of Fee Site Specific Performance Criteria/Requirements.

Items c) IRM, and d) Interface Management will be evaluated in accordance with Section 4 below and result in fee deductions against the fee otherwise earned for failure to meet the criteria/requirements.

4. Specific performance criteria/requirements and associated fee reduction range are as follows:
  - a. Safeguards and Security – same criteria/requirements as PHMC Clause H.51.d.3 and I.28.

- b. ES&H – same criteria/requirements as PHMC Clause H.51.c and I.28. Assignment of responsibility for safety events will follow the practice delineated in HNF-MP-32219.
- c. IRM (measured on a monthly calendar basis):

Item	Criteria/Requirement (see Attachment for detailed definition)	Fee Reduction Range if Criteria Not Met
1	Network Availability (HLAN) $\geq$ 99.7%	Up to \$50K per occurrence (Each additional occurrence doubles the reduction)
2	Telephone switch performance > 99%	Up to \$50K per occurrence (Each additional occurrence doubles the reduction)
3	Key Application and Availability Index $\geq$ 99.5%	Up to \$50K per occurrence (Each additional occurrence doubles the reduction)
4	CTS Helpdesk: Tier 1 Call Resolution $\geq$ 90%	Up to \$50K per occurrence (Each additional occurrence doubles the reduction)

- d. Interface/Service Management(measured on a monthly calendar basis):

Item	Criteria/Requirement	Fee Reduction Range if Criteria Not Met
1	Electrical Utilities <ul style="list-style-type: none"> <li>• Average Unplanned Electrical Outage Duration Not To Exceed 5 Hours Per Customer/Month</li> <li>• Update 95% Essential Drawings Within 30 Days Of Work Complete FMP</li> </ul>	Up to \$50K per item (Each additional item not met doubles the reduction)
2	Water Utilities <ul style="list-style-type: none"> <li>• Respond To Customer Water Outages Within 24 Hour Period Of Discovery</li> <li>• Maintain Water Plan Finished Turbidity &lt; 0.5 NTU</li> <li>• Monitor/maintain Onsite Sewer Systems So &lt; 15% Are Not Operating Per The Permitted Design</li> </ul>	Up to \$50K per item (Each additional item not met doubles the reduction)
3	Water Compliance <ul style="list-style-type: none"> <li>• Complete &gt; 80% Facility Cross-Connection Inspections During The Month Scheduled</li> <li>• Perform 100% of Required Water Samples</li> </ul>	Up to \$50K per item (Each additional item not met doubles the reduction)

If reductions of fixed fee are warranted, the cumulative total of such reductions related to items 4c IRM and 4d Interface/Service Management shall not be more than 20% of the performance fee. This provision does not limit DOE's rights under PHMC Clauses I.28 and H.51 for fee reductions related to items 4a Safeguards and Security and 4b ES&H above.

In determining the amount of the reduction and the applicability of mitigating factors, the Contracting Officer shall consider mitigating factors as delineated in PHMC Clause I.28.b.3.

## **PART II**

### **Fee Plan**

#### **For the period January 16, 2009 through July 15, 2009**

1. The total available fee pool for the period above as set forth in Clause B.4 entitled “Estimated Cost and Fee” of this contract is allocated 100% to a performance fee in accordance with the criteria established in this fee plan.
2. The Contractor may draw down the available fee in monthly payments, proportional to the monthly cost profile, subject to DOE Contracting Officer written approval. Fee adjustments for changes in funding will be made in accordance with Clause B.4, entitled “Estimated Cost and Fee” of this contract.
3. RL shall use one composite Performance Based Incentive (PBI) for service delivery and three outcome PBIs.
4. Composite objectives (PBI-1, Service Delivery) discussed below will be utilized to ensure FHI delivers performance in critical service areas and achieves expected performance on key Departmental goals.
5. Three outcome based PBIs will focus the contractor’s performance on the following:
  - PBI-2 Driving Efficiency and Lifecycle Cost Savings,
  - PBI-3 Proactive Mission Support, Enabling ARRA Ramp-Up, and
  - PBI-4 Rightsizing Mission Support through Footprint Reduction and Re-Configuration of Infrastructure and Services to RL’s 2015 Vision.
6. Performance for other key areas of importance to RL, such as Safeguards and Security, Environmental Safety and Health will be evaluated in accordance with the PHMC Clause I.28, Conditional Payment of Fee, Profit, and Other Incentives, and Clause H.51, Conditional Payment of Fee Site Specific Performance Criteria/Requirements. These clauses are in the PHMC and will remain in the extension.
7. The contractor’s ability to earn the entire available fee is contingent upon its satisfying the established performance objectives specified in PBI 1.0, Service Delivery. The criteria comprising PBI-1, Service Delivery, are referred to as “Gateway Criteria.” Not meeting these criteria will result in a reduction of the available fee to be earned for outcome based; PBI-2, PBI-3 and PBI-4, respectively. Contractor’s fee reductions and earned fee will be calculated as set forth in the formula below.
8. Gateway Formula for Available Fee Calculation
  - A. PBI-1, Service Delivery, fee reduction calculation:

- i) Total Available Fee times the reduction percentage (see below) for unmet objectives for PBI-1 equals the Available Fee reduction.
  - ii) Total Available Fee minus the Available Fee reduction for unmet objectives and criteria calculated above will result in an adjusted Available Fee for allocation to the three outcome based PBIs.
  - iii) Total Available Fee reduction cannot exceed 40% of total Available Fee.
- B. The adjusted Available Fee times the Sum Total Percentage for the Achieved Outcome of PBIs # 2, 3 and 4 (see below) equals the Earned Fee.
- C. Performance Incentives and assigned Fee Percentages are to be earned as set forth in the table below. The additional fee to be earned for the ARRA cost projection has been incorporated in the attached PBIs.

<b>FY09 PHMC PBI for the period January 16, 2009 through July 15, 2009</b>			
<b>Performance Incentive</b>			<b>Reduction Percentage</b>
<b>GATEWAY PBI</b>			
<b><u>PBI-1</u></b>	<b>Service Delivery</b>		<b>40</b>
<b>1.1</b>	<b>Perform Interface Management</b>		<b>9</b>
	1.1a	Hanford Site Interface Management	4
	1.1b	Support to Hanford Contractors Baseline Planning	5
<b>1.2</b>	<b>Provide reliable Information Technology Services, composite measurements include</b>		<b>9</b>
	1.2a	Internet Availability $\geq$ 99.7%	1.5
	1.2b	Remote Access Availability $\geq$ 99.7%	1.5
	1.2c	Network Availability $\geq$ 99.7%	1.5
	1.2d	Telephone Switch Performance Availability > 99%	1.5
	1.2e	Key Application Availability Index $\geq$ 99.5%	1.5
	1.2f	CTS Helpdesk - Call Resolution $\geq$ 90%	1.5
<b>1.3</b>	<b>Provide reliable Utilities</b>		<b>8</b>
	1.3a	Average unplanned electrical 9outage duration <5 hours per customer/month	3
	1.3b	95 percent of essential electrical drawings are updated within 30 days of completed Facility Modification Plans	1
	1.3c	Respond to water outages within 24 hours of discovery	3
	1.3d	Completion of >80% facility cross connection inspections	1
<b>1.4</b>	<b>Implement Common Safety Programs and Training</b>		<b>7</b>
	1.4a	Standardized process to implement Site-wide safety program and training requirements	4
	1.4b	Publication of Hanford Site Chronic Beryllium Disease Prevention Program	3

	1.4c	Draft Hanford respiratory protection program document	0
<b>1.5</b>	<b>B Reactor and Tour Program</b>		<b>7</b>
	1.5a	Conduct Hanford site public and B Reactor Saturday tours as scheduled in FY 09	7
	1.5b	Make additional areas of the Reactor available for public access	0
	1.5c	Prepare a Regulatory Strategy Document for the B Reactor Preservation	0

	<b>Performance Incentive</b>		<b>Fee Percentage to be earned</b>
	<b>OUTCOME BASED PBI'S</b>		<b>100</b>
<b><u>PBI-2</u></b>	<b>Driving Efficiency and Lifecycle Cost Savings</b>		<b>34</b>
<b>2.1</b>	<b>Leverage Technology to Streamline and Reduce Information Technology with Life-Cycle Savings document in FY2010-2015 baseline</b>		<b>8</b>
	2.1a	Voice-over-Internet Protocol (VoIP) Pilot	1
	2.1b	Use of Integrated Data Management System for Electronic recordkeeping	2
	2.1c	Implementation of replacement system for the Hanford Document Control System (HDMS) and Electronic Drawing Management System (EDMS).	5
<b>2.2</b>	<b>Computer Software Systems Upgrades with Life-Cycle Savings document in FY 2010-2015 baseline</b>		<b>21</b>
	2.2a	BMS PeopleSoft Financial, Enterprise Reporting Application and Microsoft Office	2
	2.2b	Implementation of Unified Messaging	1
	2.2c	Implementation of Thin Client Pilot	1
	2.2d	Instant Messaging and Live Meeting Deployment	1
	2.2e	Microsoft SharePoint Demonstration	2
	2.2f	Hanford Local Area Network (HLAN Upgrades Phase I and Phase II	8
	2.2g	Implementation of replacement system for the Hanford Document Control System (HDMS) and Electronic Drawing Management System (EDMS)	6
<b>2.3</b>	<b>Reduce Safeguards and Security Requirements at the Plutonium Finishing Plant with Life-Cycle Savings document in FY 2010-2015 baseline submittal</b>		<b>5</b>
	2.3	Align Hanford Patrol Response and positions associated with storage of 9975 (SNM)	5
<b><u>PBI-3</u></b>	<b>Proactive Mission Support enabling ARRA ramp up</b>		<b>20</b>
	3.1	HAMMER and Hanford Training ready-to-serve base and ARRA. Facilities, equipment and training programs in place to provide 80% of schedule training demand	9
	3.2	Complete Wi-Max Pilot	2

<b>3.3</b>	<b>Prepare Waste Sampling and Characterization Facility Laboratory for ARRA demands.</b>		<b>9</b>
	3.3a	Install 3 Replacement Hoods	3
	3.3b	Complete counter calibration and operate	3
	3.3c	Provide for immediate staging and collection services for Hanford Curation for Other Hanford Contractors items.	3
<b>PBI-4</b>	<b>Rightsizing Mission Support through Footprint Reduction and Re-configuration of infrastructure and services to 2015 Vision</b>		<b>46</b>
<b>4.1</b>	<b>Complete Interim Storage Area PA</b>		<b>5</b>
	4.1	Complete comprehensive protective force Force-on-Force Exercise	5
<b>4.2</b>	<b>Complete Perimeter Intrusion Detection and Alarm System for ISA PA</b>		<b>27</b>
	4.2a	Complete final termination of sensors and data gathering panels	9
	4.2b	Complete alignment of fixed and Pan tilt Zoom Cameras	9
	4.2c	Completion of fiber loop communication testing and acceptance	9
<b>4.3</b>	<b>Complete water system life extension projects in support of operation configuration anticipated by the Hanford 2015</b>		<b>14</b>
	4.3a	Install water line to T-Plan Complex	7
	4.3b	Clean, visually inspect and mortar line some potable and raw water lines in 200W	4
	4.3c	Complete a strategy for sanitary sewage service to support existing Hanford work scope and American Recovery and Reinvestment work scope	3
	4.3d	Complete L-xxx, 339A Roof Replacement (1986) & 3220 Roof Replacement	0
	4.3e	L-659, 200E Fueling Station Renovations definitive design	0

## **PART III**

### **Fee Plan**

#### **For the period July 16, 2009 through August 23, 2009**

1. The total available fee pool for the period above as set forth in Clause B.4 entitled “Estimated Cost and Fee” of this contract is allocated 100% to a performance fee in accordance with the criteria established in this fee plan.
2. The Contractor may draw down the available fee in monthly payments, proportional to the monthly cost profile, subject to DOE Contracting Officer written approval. Fee adjustments for changes in funding will be made in accordance with Clause B.4, entitled “Estimated Cost and Fee” of this contract.
3. RL shall use one composite Performance Based Incentive (PBI) for service delivery and three outcome PBIs.
4. Composite objectives (PBI-1, Service Delivery) discussed below will be utilized to ensure FHI delivers performance in critical service areas and achieves expected performance on key Departmental goals.
5. Three outcome based PBIs will focus the contractor’s performance on the following:
  - PBI-2 Driving Efficiency and Lifecycle Cost Savings,
  - PBI-3 Proactive Mission Support, Enabling ARRA Ramp-Up, and
  - PBI-4 Rightsizing Mission Support through Footprint Reduction and Re-Configuration of Infrastructure and Services to RL’s 2015 Vision.
6. Performance for other key areas of importance to RL, such as Safeguards and Security, Environmental Safety and Health will be evaluated in accordance with the PHMC Clause I.28, Conditional Payment of Fee, Profit, and Other Incentives, and Clause H.51, Conditional Payment of Fee Site Specific Performance Criteria/Requirements. These clauses are in the PHMC and will remain in the extension.
7. The contractor’s ability to earn the entire available fee is contingent upon its satisfying the established performance objectives specified in PBI 1.0, Service Delivery. The criteria comprising PBI-1, Service Delivery, are referred to as “Gateway Criteria.” Not meeting these criteria will result in a reduction of the available fee to be earned for outcome based; PBI-2, PBI-3 and PBI-4, respectively. Contractor’s fee reductions and earned fee will be calculated as set forth in the formula below.
8. Gateway Formula for Available Fee Calculation
  - D. PBI-1, Service Delivery, fee reduction calculation:

- i) Total Available Fee times the reduction percentage (see below) for unmet objectives for PBI-1 equals the Available Fee reduction.
  - ii) Total Available Fee minus the Available Fee reduction for unmet objectives and criteria calculated above will result in an adjusted Available Fee for allocation to the three outcome based PBIs.
  - iii) Total Available Fee reduction cannot exceed 40% of total Available Fee.
- E. The adjusted Available Fee times the Sum Total Percentage for the Achieved Outcome of PBIs # 2, 3 and 4 (Section C. attached) equals the Earned Fee.
- F. Performance Incentives and assigned Fee Percentages are to be earned as set forth in the table below. The additional fee to be earned for the ARRA cost projection has been incorporated in the PBIs attached.

<b>FY09 PHMC PBI for the period July 16, 2009 through August 23, 2009</b>			
<b>Performance Incentive</b>			<b>Reduction Percentage</b>
<b>GATEWAY PBI</b>			
<b><u>PBI-1</u></b>	<b>Service Delivery</b>		<b>40</b>
<b>1.1</b>	<b>Perform Interface Management</b>		<b>0</b>
	1.1a	Completed during 1/16/09-7/15/09 extension period.	0
	1.1b	Completed during 1/16/09-7/15/09 extension period.	0
<b>1.2</b>	<b>Provide reliable Information Technology Services, composite measurements include</b>		<b>12</b>
	1.2a	Internet Availability $\geq$ 99.7%	2
	1.2b	Remote Access Availability $\geq$ 99.7%	2
	1.2c	Network Availability $\geq$ 99.7%	2
	1.2d	Telephone Switch Performance Availability > 99%	2
	1.2e	Key Application Availability Index $\geq$ 99.5%	2
	1.2f	CTS Helpdesk - Call Resolution $\geq$ 90%	2
<b>1.3</b>	<b>Provide reliable Utilities</b>		<b>10</b>
	1.3a	Average unplanned electrical outage duration <5 hours per customer/month	3
	1.3b	95 percent of essential electrical utilities drawings are updated within 30 days of completed Facility Modification Plans	2
	1.3c	Respond to water outages within 24 hours of discovery	3
	1.3d	Completion of >80% facility cross connection inspections	2
<b>1.4</b>	<b>Implement Common Safety Programs and Training</b>		<b>4</b>
	1.4a	Completed during 1/16/09-7/15/09 extension period.	
	1.4b	Completed during 1/16/09-7/15/09 extension period.	
	1.4c	Draft Hanford respiratory protection program document	4

<b>1.5</b>	<b>B Reactor and Tour Program</b>		<b>14</b>
	1.5a	Conduct Hanford site public and B Reactor Saturday tours as scheduled in FY 09	7
	1.5b	Make additional areas of the Reactor available for public access	4
	1.5c	Prepare a Regulatory Strategy Document for the B Reactor Preservation	3

	<b>Performance Incentive</b>		<b>Fee Percentage to be earned</b>
	<b>OUTCOME BASED PBI'S</b>		<b>100</b>
<a href="#"><u>PBI-2</u></a>	<b>Driving Efficiency and Lifecycle Cost Savings</b>		
<b>2.1</b>	<b>Leverage Technology to Streamline and Reduce Information Technology with Life-Cycle Savings document in FY2010-2015 baseline</b>		
	2.1a	Completed during 1/16/09-7/15/09 extension period.	
	2.1b	Completed during 1/16/09-7/15/09 extension period.	
	2.1c	Completed during 1/16/09-7/15/09 extension period.	
<b>2.2</b>	<b>Computer Software Systems Upgrades with Life-Cycle Savings document in FY 2010-2015 baseline</b>		<b>45</b>
	2.2a	Completed during 1/16/09-7/15/09 extension period.	
	2.2b	Completed during 1/16/09-7/15/09 extension period.	
	2.2c	Completed during 1/16/09-7/15/09 extension period.	
	2.2d	Instant Messaging and Live Meeting Deployment	15
	2.2e	Completed during 1/16/09-7/15/09 extension period.	
	2.2f	Hanford Local Area Network (HLAN Upgrades Phase I)	30
	2.2g	Completed during 1/16/09-7/15/09 extension period.	
<b>2.3</b>	<b>Reduce Safeguards and Security Requirements at the Plutonium Finishing Plant with Life-Cycle Savings document in FY 2010-2015 baseline submittal</b>		
	2.3	Completed during 1/16/09-7/15/09 extension period.	
<a href="#"><u>PBI-3</u></a>	<b>Proactive Mission Support enabling ARRA ramp up</b>		<b>20</b>
	3.1	HAMMER and Hanford Training ready-to-serve base and ARRA. Facilities, equipment and training programs in place to provide 80% of schedule training demand	20
	3.2	Completed during 1/16/09-7/15/09 extension period.	
<b>3.3</b>	<b>Prepare Waste Sampling and Characterization Facility Laboratory for ARRA demands.</b>		
	3.3a	Completed during 1/16/09-7/15/09 extension period.	
	3.3b	Completed during 1/16/09-7/15/09 extension period.	
	3.3c	Completed during 1/16/09-7/15/09 extension period.	
<a href="#"><u>PBI-4</u></a>	<b>Rightsizing Mission Support through Footprint Reduction and Re-configuration of infrastructure and services to 2015 Vision</b>		

<b>4.1</b>	<b>Complete Interim Storage Area PA</b>		
	4.1	Completed during 1/16/09-7/15/09 extension period.	
<b>4.2</b>	<b>Complete Perimeter Intrusion Detection and Alarm System for ISA PA</b>		
	4.2a	Completed during 1/16/09-7/15/09 extension period.	
	4.2b	Completed during 1/16/09-7/15/09 extension period.	
	4.2c	Completed during 1/16/09-7/15/09 extension period.	
<b>4.3</b>	<b>Complete water system life extension projects in support of operation configuration anticipated by the Hanford 2015</b>		<b>35</b>
	4.3a	Completed during 1/16/09-7/15/09 extension period.	
	4.3b	Completed during 1/16/09-7/15/09 extension period.	
	4.3c	Completed during 1/16/09-7/15/09 extension period.	
	4.3d	Complete 339A Roof Replacement (1986) and 3220 Roof Replacement	25
	4.3e	200E Fueling Station Renovations definitive design (Project L 659)	10

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX E**

**LISTING OF STRUCTURES/BUILDINGS AND WASTE SITES**

<b>TABLE E-1</b>	<b>EXISTING STRUCTURES</b>
<b>TABLE E-2</b>	<b>RESERVED</b>
<b>TABLE E-3</b>	<b>WASTE SITES</b>
<b>TABLE E-4</b>	<b>RESERVED</b>
<b>TABLE E-5</b>	<b>RESERVED</b>
<b>TABLE E-6</b>	<b>RESERVED</b>

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX E**

**LISTING OF STRUCTURES/BUILDINGS AND WASTE SITES**

**TABLE E-1 EXISTING STRUCTURES**

**TABLE E-2 WASTE SITES**

**The facilities and waste sites listed in the tables below represent those in the current FH baseline. Facilities and waste sites removed for this modification were provided to DOE and the affected Hanford Site Contractors in a reline/strikeout version and are being transferred to the respective contractors through an undefinitized change to their contract from their Contracting Officer.**

**TABLE E-1 EXISTING STRUCTURES**

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Structures Outside Remaining PHMC Work Scope Not Budgeted
105B	B-Reactor	100B	C.4.2.58	
116B	Reactor Exhaust Air Stack	100B	C.4.2.58	
119B	Exhaust Air Sample Building	100B	C.4.2.58	
1220	Telephone Exchange in 300 Area	RCHN	C.4.2.44	
1506K1	Fiber Optics Computer Hut	100K	C.4.2.44	
151KE	Electrical Substation (230 kV)	100K	C.4.2.50	
151KW	Electrical Substation (230 kV)	100K	C.4.2.50	
1608B	Vacuum Seal House	100B	C.4.2.58	
181B	River Pump House	100B	C.4.2.53	
181B66	Tank, Diesel Fuel	100B	C.4.2.53	
181D	River Pump House	100D	C.4.2.53	
182B	Reservoir and Pump House	100B	C.4.2.53	
182D	Reservoir and Pump House	100D	C.4.2.53	
1901U	Valve Pit	600	C.4.2.53	
1901Y	Export Water Line Valve House	600	C.4.2.53	
1901Z	Export Water Line Valve House	600	C.4.2.53	
201W	Vegetation & Animal Control Shop (SE Corner 2W)	200W	C.4.2.4	
2101M	Spare Parts Warehouse, Office Bldg	200E	C.4.2.31	
2102M	Storage Shed	200E	C.4.2.50	
2102N	Storage Shed	200E	C.4.2.50	
2104M	Utility Truck Shed	200E	C.4.2.16	
210E	Cement Storage	200E	C.4.2	
211E	Overflow Storage Tank	200E	C.4.2.16	
211H	Patrol Storage Shed	200E	C.4.2.22	
213E	Storage Shed	200E	C.4.2	
214E	Storage Facility	200E	C.4.2.22	
215E	Storage Facility	200E	C.4.2.22	
217E	Storage Facility	200E	C.4.2.22	
219G	Custodial Storage	200W	C.4.2.	
219H	Transportation Equipment Storage	200E	C.4.2.16	
2220E	Telephone Exchange Bldg	200E	C.4.2.44	
2220W	Telephone Exchange	200W	C.4.2.44	
2230E	Materials Receiving and Distribution Warehouse	200E	C.4.34	
2266E	Closure Support Center	200E	C.4.2.	

<b>TABLE E-1 EXISTING STRUCTURES</b>				
<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Structures Outside Remaining PHMC Work Scope Not Budgeted</b>
2503Z	13.8kV Switch Yard at 234-5Z	200W	C.4.2.50	
2506E1	Telecommunications Hub	200E	C.4.2.44	
2506E2	Telecommunications Hub	200E	C.4.2.44	
2506E3	Telecommunications Hub	200E	C.4.2.44	
2506W1	Telecommunications Hub	200W	C.4.2.44	
251E	Substation A6 Switchgear Bldg at WTP	200E	C.4.2.50	
251W	Primary 230kV Switching Station	600	C.4.2.50	
251W66	Petroleum Tank (Diesel)	600	C.4.2.50	
252A	13.8kV Electrical Switching Structure	200E	C.4.2.50	
252Z	Electrical Substation	200W	C.4.2.50	
253E	Laydown Yard for Electrical Utilities	200E	C.4.2.50	
2702Z	Microwave Tower and Support Building	200W	C.4.2.44	
2711E	Fleet Equipment Maintenance Shop & Administration	200E	C.4.2.16	
2711E66	Petroleum Tank (Waste Oil)	200E	C.4.2.16	
2711E66A	Petroleum Tank (Waste Oil)	200E	C.4.2.16	
2711EA	Regulated Equipment Maintenance Shop	200E	C.4.2.16	
2711EB	Heavy Mobile Equipment Maintenance Shop	200E	C.4.2.16	
2711EC	Equipment Shed for 200E Garage	200E	C.4.2.16	
2711ED	Heavy Equipment Washdown Carport	200E	C.4.2.16	
2711EF	Heavy Equipment Washdown Supply Bldg w/Catch Tank	200E	C.4.2.16	
2713WC	Pesticide Washwater Recovery Facility	200W	C.4.2.4	
2715EC	Paint Shop	200E	C.4.2	
2715ED	Paint Storage Facility	200E	C.4.2	
2716E	Power Maintenance Storage Building	200E	C.4.2	
2719EA	Transportation Services	200E	C.4.2.16	
2719WB	Modular First Aid Station	200W	C.4.2.31	
2721E	Patrol Headquarters (Central Alarm Facility)	200E	C.4.2.31	
2721EA	Fire Systems Maintenance North	200E	C.4.2.15	
2724WB	Storage Building	200W	C.4.2.34	
2727E	Safeguards and Security Offices	200E	C.4.2.31	
273E	Vehicle Maintenance Shop	200E	C.4.2.16	
274E	Landlord and Maintenance Shop	200E	C.4.2	
2751E	Office Building	200E	C.4.2.31	
2754W	200W Hanford Patrol Center	200W	C.4.2.31	

<b>TABLE E-1 EXISTING STRUCTURES</b>				
<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Structures Outside Remaining PHMC Work Scope Not Budgeted</b>
275E-BA	275E Boiler Annex	200E	C.4.2	
275W	Heavy Equipment Shop	200W	C.4.2.16	
282E	Pump House and Reservoir	200E	C.4.2.53	
282EA	Water Reservoir Inlet House, North	200E	C.4.2.53	
282EB	Water Reservoir Inlet House, South	200E	C.4.2.53	
282EC	EW Booster SW of Fire Pump House	200E	C.4.2.53	
282ED	Standby Generator Enclosure	200E	C.4.2.53	
282W	Reservoir and Pump House	200W	C.4.2.53	
282WA	Water Inlet House	200W	C.4.2.53	
282WC	EW Booster SW of Fire Pump House	200W	C.4.2.53	
282WD	Standby Generator Enclosure	200W	C.4.2.53	
283E	Water Filtration Plant	200E	C.4.2.53	
283EA	Sanitary Water Tank	200E	C.4.2.53	
283W	Water Filtration Plant	200W	C.4.2.53	
283WA	Sanitary Water Tank	200W	C.4.2.53	
283WB	Equalization Basin & Pump Station	200W	C.4.2.53	
283WC	Solid Contact Clarifier Tank	200W	C.4.2.53	
283WD	Recycle Pump Station	200W	C.4.2.53	
283WE	Sludge Lagoons	200W	C.4.2.53	
283WF	Sample Building	200W	C.4.2.53	
287W	Reduced Pressure Backflow Assembly No. 2	200W	C.4.2.53	
289W	Reduced Pressure Backflow Assembly No 1	200W	C.4.2.53	
2901R	Valve Pit	600	C.4.2.53	
2901T	Export Water Line Valve Vault	600	C.4.2.53	
2901U	Export Water Line Valve Vault	600	C.4.2.53	
2901W	Export Water Line Valve Vault	600	C.4.2.53	
2901X	Export Water Line Valve House	600	C.4.2.53	
2901Y	Export Water Line Valve House	600	C.4.2.53	
2901Z	Export Water Line Valve House	600	C.4.2.53	
3220	Telephone Exchange Building	300	C.4.2.44	
339A	Computer Facility	300	C.4.2.44	
3507	Microwave Tower and Building	300	C.4.2.44	
3709A	Fire Station	300	C.4.2.14	
3709B	Fire Equipment Storage	300	C.4.2.14	
3790	Security Office Building	300	C.4.2.31	

<b>TABLE E-1 EXISTING STRUCTURES</b>				
<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Structures Outside Remaining PHMC Work Scope Not Budgeted</b>
4220	Telephone Exchange Bldg	400	C.4.2.44	
4221	HLAN Fiber Hub	400	C.4.2.44	
451A	FFTF Substation, 115/13.8kV	400	C.4.2.50	
451B	FFTF Substation, 115/13.8kV	400	C.4.2.50	
4704N	Security Maintenance Shop	400	C.4.2.31	
4704S	400 Area Fire Station	400	C.4.2.14	
4707	400 Area Site Support Office	400	C.4.2.31	
4722C	Painters Shop	400	C.4.2	
4732A	Warehouse	400	C.4.2.34	
4732C	Warehouse	400	C.4.2.34	
4734B	Recycle Center	400	C.4.2.6	
4734C	Vehicle Maintenance Shop	400	C.4.2.16	
4790A	Microwave Tower Storage	400	C.4.2.44	
4842A	451B Electrical Substation - Switchgear	400	C.4.2.50	
506BA	Telecommunications Facility North	600	C.4.2.44	
6010	Emergency Vehicle Operations Course (EVOC)	600	C.4.2.22	
604A	Yakima Barricade Patrol Sentry House	600	C.4.2.31	
609	Central Fire Station - 100 Areas	600	C.4.2.14	
6091	HAMMER - Administration Building	600	C.5.7.1	
6092	HAMMER - Training Support Building	600	C.5.7.1	
6092A	HAMMER - Training Tower Structure	600	C.5.7.1	
6092B	HAMMER - Burn Structure Prop	600	C.5.7.1	
6092C	HAMMER - HAZMAT Pad	600	C.5.7.1	
6092D	HAMMER - Pipeline Pad	600	C.5.7.1	
6092E	HAMMER - 90 Day Storage Pad	600	C.5.7.1	
6092F	HAMMER - LPG Burn Pad	600	C.5.7.1	
6092G	HAMMER - Flammable Liquid Burn Pad	600	C.5.7.1	
6092H	HAMMER - Comfort Station	600	C.5.7.1	
6092I	HAMMER - Pump House	600	C.5.7.1	
6092J	HAMMER - Confined Space/Fall Protection Pad	600	C.5.7.1	
6092K	HAMMER - Waste Tank Prop	600	C.5.7.1	
6092L	HAMMER - Tanks Prop Pad	600	C.5.7.1	
6092M	HAMMER - Rail Tank Prop	600	C.5.7.1	
6092N	HAMMER - LPG Gas Storage Pad	600	C.5.7.1	
6092O	HAMMER - Rail/Truck Tank Burn Pad	600	C.5.7.1	

<b>TABLE E-1 EXISTING STRUCTURES</b>				
<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Structures Outside Remaining PHMC Work Scope Not Budgeted</b>
6092P	HAMMER - SCBA Search & Rescue Training Pad	600	C.5.7.1	
6092Q	HAMMER - Trench Prop	600	C.5.7.1	
6092R	HAMMER - Crane & Rigging Training Pad	600	C.5.7.1	
6092S	HAMMER - Dept of State Port of Entry Training Facility	600	C.5.7.1	
6092U	HAMMER - Vehicle Burn Prop	600	C.5.7.1	
6092V	HAMMER - Tactical Maze Training Bldg	600	C.5.7.1	
6093	HAMMER - Storage Building	600	C.5.7.1	
6094	HAMMER - Training Support Building (TSB) Annex	600	C.5.7.1	
6096	HAMMER - Volpentest Annex Building	600	C.5.7.1	
6097	State Department Training Building	600	C.5.7.1	
6098	Al Alm Storage Building	600	C.5.7.1	
609A	Fire Station – 200 Areas	600	C.4.2.14	
609D	Fire Department Training Tower	600	C.4.2.14	
609G	Fire Alarm and Testing Office Facility	600	C.4.2.14	
609H	Emergency Vehicle Storage	600	C.4.2.14	
609J	Breathing Air Facility	600	C.4.2.14	
609K	Fire Station Storage Building	600	C.4.2.14	
610	Office Chlorinator Storage Shelter Near 609 Bldg	600	C.4.2.14	
6120	Salt/Sand Shed	600	C.4.2.40	
6130	Salt/SandShed	600	C.4.2.40	
622F	Environmental Support Field Office Bldg	600	C.4.2.31	
623A	Plant Radio Relay Bldg (Top of Rattlesnake Mtn)	600	C.4.2.44	
623B	Backup Radio Repeater Bldg, Gable Mountain	600	C.4.2.44	
6265	WSCF Utility Building	600	C.4.2.1	
6265A	WSCF Covered Solid Waste Storage Pad	600	C.4.2.1	
6266	WSCF Environmental Support Laboratory	600	C.4.2.1	
6266A	WSCF Contaminated Liquid Waste Retention Vault	600	C.4.2.1	
6266B	WSCF VAS Pump Building	600	C.4.2.1	
6267	WSCF Cold Sample Archiving Facility	600	C.4.2.1	
6268	WSCF Sample Equipment Cleaning Facility	600	C.4.2.1	
6269	WSCF Mobile Laboratory Storage	600	C.4.2.1	

**TABLE E-1 EXISTING STRUCTURES**

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Structures Outside Remaining PHMC Work Scope Not Budgeted
	Facility			
6270	WSCF Environmental Data Remedial Tracking System Facility at WSCF	600	C.4.2.1	
6290	Rigging Services Facility	600	C.4.2.9	
6291	Fueling Facility	600	C.4.2.16	
6291-66	Petroleum Tank (Diesel) at Fuel Station	600	C.4.2.16	
6291-66A	Petroleum Tank (Unleaded Gas) at Fuel Station	600	C.4.2.16	
6291-66B	Petroleum Tank (E-85) at Fuel Station	600	C.4.2.16	
6292	Rigging Loft Storage Building South of 6290	600	C.4.2.9	
6293	Crane & Rigging Change Room & Meeting Bldg	600	C.4.2.31	
6294	Fuel Station Storage Building	600	C.4.2.16	
630	Plant Microwave Tower/Equipment Facility	600	C.4.2.44	
633	Range 5 Shootouse	600	C.4.2.22	
6607-13	Septic Tank N37752, W55100	200E	C.4.2.51	
6607-4	Septic Tank N40490, W62910	600	C.4.2.51	
6607-8	Septic Tank N50667, W6556	600	C.4.2.51	
661A	Target Range Control Building	600	C.4.2.22	
662	Patrol Training Building	600	C.4.2.22	
662A	Patrol Exercise & Training Facility	600	C.4.2.22	
663	PTA Storage Facility	600	C.4.2.22	
664	PTA Administration Building	600	C.4.2.22	
6652L	Gravitational Experiments Research Facility	600	C.4.2.31	
669	Armory Shop	600	C.4.2.22	
669A	Portable Vault Building	600	C.4.2.22	
6701	WYE Barricade Guard House	600	C.4.2.31	
6701A	Guardhouse WYE Barricade	600	C.4.2.31	
6701B	Rattlesnake Barricade SR240/Beloit Access	600	C.4.2.31	
6701C	Rattlesnake Barricade SR240/Beloit Access	600	C.4.2.31	
6701D	Rattlesnake Barricade Inspection Station	600	C.4.2.22	
6701E	Vehicle Inspection at WYE Barricade	600	C.4.2.31	
6701F	Vehicle Inspection at Rattlesnake Barricade	600	C.4.2.31	
676	Communications Support Building	600	C.4.2.44	

<b>TABLE E-1 EXISTING STRUCTURES</b>				
<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Structures Outside Remaining PHMC Work Scope Not Budgeted</b>
682A	Storage Building at PTA	600	C.4.2.22	
682B	Storage Building at PTA	600	C.4.2.22	
682C	Storage Building at PTA	600	C.4.2.22	
682D	Storage Building at PTA	600	C.4.2.22	
682E	Storage Building at PTA	600	C.4.2.22	
683	Control Room at PTA Range 5	600	C.4.2.22	
684	Range 2 Turning Target Control Booth	600	C.4.2.22	
712	Records Center Printing and Reproduction Plant	700	C.4.2.24	
712B	IRM Records Support Facility	700	C.4.2.31	
7220	Telephone Exchange	700	C.4.2.44	
MO011	Mobile Office - 200W Patrol HQ at PFP	200W	C.4.2.31	
MO222	Mobile Office at PTA -Gun Cleaning	600	C.4.2.22	
MO235	Water Systems Maintenance Office	200W	C.4.2.31	
MO244	Mobile Office -200W Patrol Change at 234-5Z	200W	C.4.2.31	
MO252	Mobile Office	200E	C.4.2.31	
MO253	Mobile Office	200E	C.4.2.31	
MO256	Mobile Office East of 2711E	200E	C.4.2.31	
MO257	Mobile Office East of 2711E	200E	C.4.2.31	
MO259	Mobile Office Classroom at HAMMER	600	C.5.7.1	
MO260	Mobile Office at HAMMER	600	C.5.7.1	
MO261	Mobile Office at HAMMER	600	C.5.7.1	
MO276	Mobile Office at 2753E	200E	C.4.2.31	
MO280	Mobile Office at WSCF	600	C.4.2.1	
MO286	Mobile Office	200E	C.4.2.31	
MO290	Mobile Office - Computer Hub	200W	C.4.2.44	
MO292	Mobile Office	600	C.4.2.31	
MO315	Mobile Office -Storage at WSCF	600	C.4.2.1	
MO370	Field Trailer at 2230E	200E	C.4.2	
MO388	Fire Systems Maintenance Office	200E	C.4.2.15	
MO406	Mobile Office -Change /Lunchroom	200W	C.4.2.31	
MO412	Mobile Office - Janitorial - S of 2723W	200W	C.4.2.31	
MO414	Mobile Office	200E	C.4.2.31	
MO441	Sanitary Waste Facility at Yakima Barricade	600	C.4.2.53	
MO495	Patrol Locker Room - E of 2754W	200W	C.4.2.31	
MO501	Restroom Trailer	200E	C.4.2.53	

<b>TABLE E-1 EXISTING STRUCTURES</b>				
<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Structures Outside Remaining PHMC Work Scope Not Budgeted</b>
MO502	Mobile Office at 2230E	200E	C.4.2	
MO505	Mobile Office at WYE Barricade	600	C.4.2.31	
MO539	Storage Trailer E of 274E	200E	C.4.2	
MO722	Mobile Office	200E	C.4.2	
MO728	Mobile Office – Operations Room	200E	C.4.2	
MO842	Mobile Office at PTA Range 7	600	C.4.2.22	
MO859	Patrol Field Trailer at PTA	100K	C.4.2.22	
MO972	Mobile Office at Rattlesnake Barricade	600	C.4.2.31	
T520-6	Navy MARS Radio Station	600	C.4.2.31	

**TABLE E-2 WASTE SITES**

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Structures Outside Remaining PHMC Work Scope Not Budgeted
118-B-8	118-B-8, 105-B Reactor Building, B Reactor (See Subsites)	100B	C.4.2.58	
132-B-2	132-B-2, 116-B Reactor Exhaust Stack, 132-B-2 Stack	100B	C.4.2.58	
1607-B6	1607-B6, 1607-B6 Septic Tank System, 1607-B5, 1607-B5 Septic Tank System, 124-B-5, 1607-B5 Sanitary Sewer System	100B	C.4.2.51	
200-E-24	200-E-24, 6607-11, 2704-HV Septic System	200E	C.4.2.51	
200-E-7	200-E-7, 2607-EO Septic Tank & Tile Field	200E	C.4.2.51	
200-E-9	200-E-9, 2607-EN, 2727-E Septic System, 2607-EN Septic Tank/Pump Station	200E	C.4.2.51	
2607-E10	2607-E10	200E	C.4.2.51	
2607-E12	2607-E12, 2607-E12 Septic System	200E	C.4.2.51	
2607-E13	2607-E13, Septic Holding Tank South of 277-A	200E	C.4.2.51	
2607-E14	2607-E14, A Farm Pipefitters Shop Septic, 242-AC Septic	200E	C.4.2.51	
2607-E1A	2607-E1A, 2607-E1A Septic System, L-272 Regional System, 2607-E1-A	200E	C.4.2.51	
2607-E8A	2607-E8A, 2607-E8A Regional Septic System, 2607-E8-A	200E	C.4.2.51	
2607-EL	2607-EL, 2607-EL Septic Tank/Pump Station	200E	C.4.2.51	
2607-EM	2607-EM	200E	C.4.2.51	
2607-EP	2607-EP	200E	C.4.2.51	
2607-EQ	2607-EQ	200E	C.4.2.51	
2607-ES	2607-ES, Septic Tank and Dry Well North of 204-AR	200E	C.4.2.51	
2607-FSM	2607-FSM, 609 Building Septic Tank 2607-FSM, 100 Area Fire Station Septic Tank, 1607-FSM, 6607-FSM	600	C.4.2.51	
2607-W1	2607-W1	200W	C.4.2.51	
2607-W10	2607-W10, Septic Servicing 278-WA, MO-281 and MO-438	200W	C.4.2.51	
2607-W11	2607-W11, Septic Servicing MO-720	200W	C.4.2.51	
2607-W12	2607-W12, Septic Servicing MO-721 and MO-743	200W	C.4.2.51	
2607-W14	2607-W14, WRAP Facility Septic, 2336 Bldg. Septic	200W	C.4.2.51	

**TABLE E-2 WASTE SITES**

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Structures Outside Remaining PHMC Work Scope Not Budgeted
2607-W15	2607-W15, Septic System for 2740W and 2620W	200W	C.4.2.51	
2607-W16	2607-W16, 200 West Area Regional Wastewater System, Large Onsite Sewer System (LOSS)	200W	C.4.2.51	
2607-W5	2607-W5, Septic Tank and Drain Field	200W	C.4.2.51	
2607-W6	2607-W6	200W	C.4.2.51	
2607-WA	2607-WA	200W	C.4.2.51	
2607-WC	2607-WC, 2607-WC Septic System	200W	C.4.2.51	
600-212	600-212, Relocatable Latrine Facility Holding Tank System	600	C.4.2.51	
600-337	600-337, Rigging Services Facility Septic, 6290 Building Drain Field, 6607-1, 6607-01	600	C.4.2.51	
622-R ST	622-R ST, 622-R Septic Tank, 622-R Atmospheric Physics Laboratory Septic Tank, 6607-02	600	C.4.2.51	
6607-13	6607-13, Core Area Septic, Project FP-0003 Septic	600	C.4.2.51	
6607-16	6607-16, Septic Tank, Project C-018H, ECN-C018H-040	600	C.4.2.51	
6607-17	6607-17, 6291 Service Station Building Septic System, Conoco Service Station Septic System	600	C.4.2.51	
6607-18	6607-18, 609-G and MO292 Septic System	600	C.4.2.51	
6607-19	6607-19, Emergency Vehicle Operations Facility Mobile Office Septic	600	C.4.2.51	
6607-5	6607-5, 616 Building Septic System	600	C.4.2.51	
6607-6	6607-6, 6701 Building Septic Tank and Tile Field, Wye Barricade Septic, 6607-06	600	C.4.2.51	
6607-7	6607-7, Yakima Barricade Septic System and Permitted Holding Tank, 6607-07	600	C.4.2.51	
6607-8	6607-8, 251-W Electrical Substation Septic System, 6607-08	600	C.4.2.51	
6607-9	6607-9, Septic Tank 6607-9 Large On-Site Sewage System, Project W-011H	600	C.4.2.51	

**TABLE E-3 WASTE SITES**

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
1607-B6	1607-B6, 1607-B6 Septic Tank System, 1607-B5, 1607-B5 Septic Tank System, 124-B-5, 1607-B5 Sanitary Sewer System	100B	C.4.2.51	Complete Remedial Action
200-E-24	200-E-24, 6607-11, 2704-HV Septic System	200E	C.2.4.1	Remedial Action will be completed by Tank Farm Contractor
200-E-7	200-E-7, 2607-EO Septic Tank & Tile Field	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
200-E-9	200-E-9, 2607-EN, 2727-E Septic System, 2607-EN Septic Tank/Pump Station	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-E12	2607-E12, 2607-E12 Septic System	200E	C.2.4.1	Remedial Action will be completed by Tank Farm Contractor
2607-E1A	2607-E1A, 2607-E1A Septic System, L-272 Regional System, 2607-E1-A	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-E5	2607-E5; 209-E, 276-C, and 2718-E Septic Tank	200E	C.2.2.2.1, C.2.4.1	Complete Remedial Action
2607-E7A	2607-E7A, 2607-E7	200E	C.2.2.2.1, C.2.4.1	Complete Remedial Action
2607-E7B	2607-E7B, 2607-E7B Septic System, 2607-E7	200E	C.2.2.2.1, C.2.4.1	Complete Remedial Action
2607-E8A	2607-E8A, 2607-E8A Regional Septic System, 2607-E8-A	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-EA	2607-EA, 2607-EA Septic Tank and Drywell	200E	C.2.4.1	Remedial Action will be completed by Tank Farm Contractor
2607-EC	2607-EC	200E	C.2.4.1	Remedial Action will be completed by Tank Farm Contractor
2607-EL	2607-EL, 2607-EL Septic Tank/Pump Station	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-EM	2607-EM	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-EP	2607-EP	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-EQ	2607-EQ	200E	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-FSM	2607-FSM, 609 Building Septic Tank 2607-FSM, 100 Area Fire Station Septic Tank, 1607-FSM, 6607-FSM	600	C.4.2.26	Turn Over to RCC for Final Disposition
2607-W1	2607-W1	200W	C.4.2.26, C.2.4.1	Complete Remedial Action
2607-W5	2607-W5, Septic Tank and Drain Field	200W	C.2.2.2.1, C.2.4.1	Complete Remedial Action
2607-WA	2607-WA	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
2607-WC	2607-WC, 2607-WC Septic System	200W	C.2.4.1	Remedial Action will be completed by Tank Farm Contractor
300 RLWS	300 RLWS, 300 Area RLWS, 300 Area Radioactive Liquid Waste Sewer	300	C.3.8.1	Turn Over to RCC for Final Disposition
300 RRLWS	300 RRLWS, 300 Area Retired RLWS, 300 Area Retired Radioactive Liquid Waste Sewer System, Crib Waste System, Contaminated Sewer, Intermediate Level Radioactive Liquid Waste System	300	C.3.8.1	Turn Over to RCC for Final Disposition
300-15	300-15, 300 Area Process Sewer System	300	C.3.8.1	Turn Over to RCC for Final Disposition
307 RB	307 RB, 307 Retention Basins	300	C.3.8.1	Turn Over to RCC for Final Disposition

**TABLE E-3 WASTE SITES**

<b>Facility ID</b>	<b>Title</b>	<b>Area</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Remaining Scope Beyond FY08</b>
340 COMPLEX	340 COMPLEX, 340 Radioactive Liquid Waste Handling Facility	300	C.3.8.1	Turn Over to RCC for Final Disposition
600-117	600-117, 300 Area Treated Effluent Disposal Facility (TEDF), 310 Building (See Subsites)	300	C.3.8.1	Turn Over to RCC for Final Disposition
600-212	600-212, Relocatable Latrine Facility Holding Tank System	600	C.2.1.1.1.1	Complete Remedial Action
622-R ST	622-R ST, 622-R Septic Tank, 622-R Atmospheric Physics Laboratory Septic Tank, 6607-02	600	C.2.4.1	Complete Remedial Action
6607-16	6607-16, Septic Tank, Project C-018H, ECN-C018H-040	600	C.3.6.1	Complete Remedial Action
6607-5	6607-5, 616 Building Septic System	600	C.3.6.1, C.2.4.1	Complete Remedial Action
6607-9	6607-9, Septic Tank 6607-9 Large On-Site Sewage System, Project W-011H	600	C.4.2.1	Complete Remedial Action
UPR-300-1	UPR-300-1, 316-1A, 307-340 Waste Line Leak, UN-300-1	300	C.3.8.1	Turn Over to RCC for Final Disposition
UPR-300-11	UPR-300-11, Underground Radioactive Liquid Line Leak, UN-300-11	300	C.3.8.1	Turn Over to RCC for Final Disposition
UPR-300-2	UPR-300-2, Releases at the 340 Facility, UN-300-2, UN-316-2	300	C.3.8.1	Turn Over to RCC for Final Disposition

**TABLE E-4 – RESERVED**

Waste Site ID	Title	Area	Associated Structure(s)
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**TABLE E-5 - RESERVED**

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
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**TABLE E-6 – RESERVED**

<b>Operable Unit ID</b>	<b>Title</b>	<b>Applicable SOW Sections For Contract Period Scope</b>	<b>Remaining Scope Beyond FY08</b>
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**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX F**

**CONTRACT PERIOD TPA MILESTONE LIST**

<b>Milestone Number</b>	<b>Milestone Title</b>	<b>Due Date</b>	<b>SOW Section</b>
M-026-01S	Hanford Land Disposal Restrictions Report (Annual)	4/30/2009	C.5.1.1

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**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 Department 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. The Contractor shall submit to DOE an updated Diversity Plan each January.

Work Force

This contract includes certain provisions on Equal Opportunity and Affirmative Action. These provisions are found in clauses contained in Section I, entitled, FAR 52.222-26 Equal Opportunity (FEB 1999), FAR 52-222-27 Affirmative Action Compliance Requirements For Construction (FEB 1999), FAR 52.222-35 Affirmative Action For Special Disabled Veterans And Veterans Of The Vietnam Era (APR 1998, FAR 52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998), and FAR 52.222-37 Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (JAN 1999), and regulatory guidance is found at FAR Part 22 (48 CFR Part 22). The Contractor should discuss its policies and plans for implementation of these provisions in its operations. If the Contractor already has procedures in place, these should be discussed and copies of any policies provided.

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 already be discussed in the offer submitted under this RFP or in the executed contract and could 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 the Department's intent that the Contractor develop 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.

### Community Involvement and Outreach

An offer submitted under a RFP or contained in the executed contract may include a section already dealing with community involvement and outreach activities. In that event, those sections may be cross-referenced and do not need to be repeated. 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.

### Subcontracting

The RFP or finalized contract action will contain FAR 52.219-9 "Small Business Subcontracting Plan" (OCT 1999) and other small business related clauses. (see Section I, Clauses entitled, FAR 52.219-8 Utilization Of Small Business Concerns (OCT 1999), FAR 52.219-9 Small Business Subcontracting Plan (OCT 1999), FAR 52.219-10 Incentive Subcontracting Program (JAN 1999), and FAR 52.219-16 Liquidated Damages--Subcontracting Plan (JAN 1999). Additionally, the RFP contains additional guidance in an Appendix entitled "Small Business Subcontracting Plan" (see Section J, Appendix I). If the Contractor has already met the requirements under the contract clause entitled, "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 Department's 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.

### Economic Development (Including Technology Transfer)

Many of the Department's contract actions include Technology Transfer provisions which may be found in the H Section, Special Contract provisions, or among the patent and intellectual property clauses of Section I, Standard Clauses. 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.



**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX H**

**(RESERVED)**

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX I**

**SMALL, SMALL HUBZONE, SMALL DISADVANTAGED AND WOMAN-OWNED  
SMALL BUSINESS SUBCONTRACTING PLAN FOR  
FISCAL YEAR 2009**

The current small business subcontracting plan is provided below.

**SMALL, SMALL HUBZONE,  
SMALL DISADVANTAGED AND WOMAN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN FOR FISCAL YEAR 2009**

SUBCONTRACTING PLAN

1. Name of Prime Contractor: Fluor Hanford, Inc.  
Address: Post Office Box 1000, MSIN H7-10  
Richland, Washington 99352
2. Contract of Solicitation No.: DE-AC06-96RL13200
- Total Amount of Contract: \$9.3 Billion  
Period of Performance: October 1, 1996 through September 30, 2009  
Place of Performance: Richland, WA

Description of Contract Requirements: Fluor Hanford, Inc. (FH) shall provide all materials, supplies, services and transportation necessary to perform the current Statement of Work (SOW) as set forth in the contract noted above.

Items 3 through 9 are based on fiscal year (FY) 2009 dollars only. For FY 2009, FH has an estimated cost base of \$232,000,000 for the time period of October 1, 2008 through September 30, 2009.

3. Total amount of planned subcontracting: \$65,000,000  
Percentage of total amount of contract: 28%
4. Total planned for subcontracting to Small Business (Small Business) (Including item 5, 6, 7, 8 and 9 below): \$26,000,000  
Percentage of total amount of planned subcontracting: 40%
5. Total planned for subcontracting to Small Disadvantaged Business (part of item 4): \$2,275,000  
Percentage of total amount of planned subcontracting (part of item 4): 3.50%
6. Total planned for subcontracting to HUBZone Small Business (part of item 4): \$1,950,000  
Percentage of total amount of planned Subcontracting: (part of item 4): 3%
7. Total planned for subcontracting to Woman-Owned Small Business (part of item 4): \$4,060,000  
Percentage of total amount of planned subcontracting: (part of item 4): 6.25%
8. Total planned for subcontracting to Disabled Veteran Small Business (part of item 4): \$325,000

Percentage of total amount of planned subcontracting: (part of item 4): 0.50%

9. Total planned for subcontracting to Veteran-Owned Small Business (part of item 4): \$812,000

Percentage of total amount of planned Subcontracting: (part of item 4): 1.25%

10. Items to be subcontracted under this contract and the types of businesses supplying them are (Check all that apply):

Subcontracting Items	Large Business	SB	SDB	HUBZone	Veteran-Owned	Disabled Veteran	WOSB
Office Supplies, Equipment & Safety		X	X	X			X
Subcontracted Labor Services	X	X	X	X	X	X	X
Rental Equipment		X	X	X	X		X
Fuels	X	X	X				
Maintenance Repair Operation Equipment & Supplies	X	X	X	X			X
Real Estate	X	X					
Construction *		X	X	X	X		X
IRM Services	X	X	X	X	X	X	X
Waste Packaging		X					
Miscellaneous Services & Equipment	X	X	X	X	X	X	X

\* FH plans to continue its mentor/protégé arrangement with Randolph Construction Services.

FH's FY 2009 subcontracting goals set forth herein were developed based on current funding guidance from RL. It is noted that FH's work scope for FY 2009 is significantly different than that performed in FY 2008. Therefore, we did utilize historical data from FH's accomplishments for FY 2008 but only for comparable scopes of work.

In addition, the following circumstances were considered:

- As was the case in FY 2008, half of the FY 2009 subcontracting dollars are already committed primarily to large businesses under existing multi-year agreements or significant, complex scopes of work requiring large business resources.
- Therefore, to meet the 40% goal, we will have to subcontract nearly 80% of the remaining dollars to small businesses.

FH uses the following resources to identify potential vendors for solicitation purposes:

- Existing company source lists, including the Fluor Corporate database,
- Small Business Administration regional and Headquarters database,
- Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Business trade associations; and networking with the small business community,
- Trade Fairs; conferences/conventions; and workshops,
- The U.S. Government Central Contractor Registration supplier database.

Indirect costs are ( ) are not (X) included in the above goals (check one).

The following individuals will administer the subcontracting program:

Name: Richard Meyer  
Title: Small Business Program Manager  
Address: P.O. Box 1000, MSIN H7-20  
Richland, Washington, 99352  
Telephone: (509) 376-2759

Name: Keisha Garcia  
Title: Small Business Advocate, Supplier Advocacy Office  
Address: P.O. Box 1000, MSIN H7-03  
Richland, Washington 99352  
Telephone: (509) 376-2128

These individuals' specific duties as they relate to the subcontracting plan are to:

- a. Ensure, in FH's acquisition of goods and services, that Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, and Women-Owned Small Businesses are provided the maximum opportunity practicable to compete for subcontracted work and purchased materials.
- b. Ensure the establishment and maintenance of records of the total dollar value of solicitations and awards to Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Women-Owned Small Businesses, large business and total solicitations and awards.
- c. Review and approve FH lower-tier Subcontractor Small Business Plans to ensure goals are established in accordance with expected subcontracting opportunities.
- d. Prepare and submit semi-annual reports (Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR)) in the Electronic Subcontracting Reporting System (eSRS).
- e. Develop and maintain source files of Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned and Women-Owned Small Businesses for use by FH in preparing proposers lists for solicitations of direct and indirect goods and services.
- f. Participate or ensure participation of company representatives in Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Women-Owned Small Business trade associations, seminars, and business opportunity workshops and outreach programs.
- g. Conduct or arrange for instructional and motivational workshops for procurement and contracts personnel and others in the duties and methods of enhancing the participation of Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned and Women-Owned Small Business firms in Project Hanford's acquisitions.

- h. Coordinate project activities during conduct of compliance reviews by federal agencies.
- i. Cooperate in any studies or surveys or submission of reports (in addition to those in item d, above) as may be required by the Department of Energy (DOE) or the Small Business Administration.
- j. Establish and maintain adequate records of the above activities to document compliance with this subcontracting plan.
- k. Ensure that information on current and future procurement opportunities is available on Fluor's and DOE's web sites to expand access by Small, Small Disadvantaged, Veteran-Owned, and Women-Owned Small Businesses to the procurement process.
- l. Share small business information, sources and opportunities with other Hanford Contractors to maximize exposure and opportunity of small businesses.
- m. Encourage small businesses interested in Fluor Corporate work to register with Fluor Corporation's company-wide small business database system, Suppliers and Contractors Online Registry E-Version (SCORE).
- n. Attend small business events including but not limited to; Tri-City Bridging Partnerships Small Business Awards Banquet and the DOE Annual Small Business Conference. It is noted that at such outreach activities, Fluor hands out low dollar trinkets with company logos as a take away items from these business events. These items are allowable under this Plan.
- o. Provide handouts and reminders of the DOE small business opportunities and program activities.
- p. Continue to work, monitor and report against as required the approved FH mentor/protégé agreement with Randolph Construction.

The following provides an overview of FH's FY 2008 efforts to assure that Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned and Woman-Owned Small Businesses had visibility of FH work to be subcontracted and an equitable opportunity to compete for subcontracts. FH intends to maintain these focus areas in FY 2009 consistent with its revised scope of work.

In FY 2008, FH continued its commitment to providing the maximum practicable procurement opportunities to Small, Small Disadvantaged, Small Woman-Owned, HUBZone, Disabled Veteran Owned, and Veteran-Owned Businesses. FH has continued implementation of several key changes in our small business program strategy. These changes focused on 1) increasing commitment to accountability for small business programs on all levels; 2) maximizing effectiveness of the contractor selection process; and 3) maximizing small business set asides.

- a. FH continued a dedicated focus on the part of the buyers and managers who make Contract and Procurement award decisions. The buying staff and management continue to have greater involvement in and accountability for the success of the program. This has made it more personal and increased awareness of why small business is good business.

The Small Business Advocate worked closely with Fluor's "Community Programs" Staff to enable them to act as ambassadors for FH's Small Business Program, and to carry information both to and from the Community.

- b. FH targeted small businesses with the specific capabilities that fit Fluor's needs in conjunction with a general 'broad focus' approach. FH values the time of our small businesses and avoids wasting their time if they do not fit with our project needs. This targeted approach economizes on the time of the technical resources, the buyers, and the small businesses, so is significantly more efficient and effective for both the small business and FH. Other Hanford prime contractors with an interest in

these businesses are invited to participate.

- c. FH proactively employed every opportunity to involve small businesses at Hanford. Wherever possible, we have set-aside segments of work for small businesses and small business competition. This approach ensures small business utilization while also achieving a cost effective result – a win-win for FH and the small business community. Here are some examples:
- **100% of the Construction Work is made available to Small Businesses to propose on.** Basic Order Agreements (BOA) are set up with local, licensed, general construction contractors who are all small businesses. In FY 2008, 100% of the construction contract work was awarded to small businesses.
  - **100% of the E-Commerce Contracts go to Small Businesses.** Electronic ordering agreements are utilized for high volume, low-risk commodities ranging from electrical supplies, hand tools, office supplies, drums, laboratory gases and lab and safety products. Requisitioners can order on websites and pay with P-Cards for easy administrative efficiency.
  - **Approximately 90% of Contracted Labor Awards went to Small Businesses.** Contracted Labor Resources (CLRs) are for staff augmentation support and technical support.
- d. In addition to these key strategic actions, the Supplier Advocacy Office, in conjunction with other Contract and Supply Chain functions, coordinated the following activities to assist the company to expand small business opportunities:
- Attended eight Small Business outreach meetings and conferences to meet with Small Business representatives and share subcontracting opportunities.
  - Provided financial as well as physical commitments to eight Small Business outreach events.
  - Published ads in the local business papers
  - Sponsored Small Business events in other communities within the state of Washington.
  - Nominated a Small Businesses with whom FH has contracts for the Mid-Columbia Small Business Awards.
  - Assisted DOE in planning and hosting their 9<sup>th</sup> Annual Small Business Conference in San Antonio, TX in June.
  - Orchestrated the attendance of the Small Business Program Manager and three Procurement Management at the DOE Small Business Conference in San Antonio, TX.
  - Continued the DOE mentor-protégé agreement with a Small Disadvantaged, 8a, Woman-Owned Small Business.
  - Continued support toward increasing small business set-aside opportunities.
  - Scheduled and conducted over fifteen meetings, and unscheduled sessions with various vendors to expand opportunities for small business participation with the FH team.
  - Updated the Supplier Advocates web site to ensure the ease and distribution of current information important to the Small Business Community.
  - Updated Supplier Advocate brochure as needed.
  - Continued to set aside procurements under \$100K for Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned and Woman-Owned Small Businesses, unless sources were not available to ensure adequate competition. Procurement management reviewed the remaining subcontracting opportunities to ensure that these Small Business concerns were included in the solicitations whenever they could be. Also routinely reviewed contractor subcontracting plans and reports to ensure that their subcontracting goals were appropriate for the scope and subcontracting opportunities and that their bi-yearly reports reflect accurate reporting.
  - Ensured that P-Card Holders maximize the use of Small, Local, Disadvantaged, Woman-Owned, Disabled Veteran, Veteran-Owned, and HUBZone suppliers whenever possible, and where not possible, document a justification in the comments section of the P-Card Order Log.

In FY 2008, FH continued to work its mentor/protégé agreement with Randolph Construction Services (RCS). The required progress report was submitted to DOE-RL on August 15, 2008 via FH letter FH-0801758. This report reflected RCS work volume increase over 300% during the time period this agreement has been in effect.

The clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except Small Businesses) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) will be required to adopt a plan similar to the plan agreed to by the offeror.

The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the Subcontracting Plan, including establishing source lists; and to provide a description of its efforts to locate Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Business concerns and award subcontracts to them.

The records shall include at least the following (*on a plant-wide or company-wide basis, unless otherwise indicated*):

- a. Source lists, guides and other data that identify Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, and Woman-Owned Small Businesses.
- b. Organizations contacted in an attempt to locate sources that are Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, or Woman-Owned Small Businesses.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, or Woman-Owned Small Businesses were solicited and if not, why not; and (2) if applicable, the reason award was not made to a Small Business.
- d. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate Small, Small HUBZone, Small Disadvantaged, Veteran-Owned, Disabled Veteran, Woman-Owned Small Business sources.
- e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract by contract basis, records to support award data submitted by the offerors to the Government; including the name, address and business size for each contractor.
- g. A system has been set in place to combine reports, subcontracting plans and efforts made to ensure compliance in individual contract files which will ensure the Government's ease of access and oversight.

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX J**

**(RESERVED)**

**(RESERVED)**  
**PART III - LIST OF DOCUMENTS**  
**EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX K**

**ORGANIZATIONAL CONFLICT OF INTEREST**

*Complete, as appropriate, either the Disclosure Statement or the Representation, sign and date form.*

**Disclosure Statement:** (Attach additional pages if more space is needed)

Disclose all information required in DEAR 952.209-70(a)(1) (See Section K, No. 22). The list may be in columnar format showing:

- (1) The company or agency for which the work is being, has been, or will be performed;
- (2) Nature of the work (brief description);
- (3) Period of performance for the work;
- (4) Dollar value of the work; and
- (5) Sales and marketing activity.

DEAR952.209-70(a)(2) requires a similar disclosure for any consultants and subcontractors performing covered services under the Statement of Work.

**Representation**

In accord with DEAR 952.209-70(b), the Offeror, \_\_\_\_\_ hereby certifies that to the best of its knowledge, no facts exist, as described in DEAR 952.209-70(a)(1), that are relevant to the work to be performed under this contract.

**Signature**

Offeror's Name \_\_\_\_\_

RFP/Contract No. \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX L**

**CUSTOM COMPUTER SOFTWARE AGREEMENT**

1. Background

The Department of Energy (“DOE”) has entered into a contract, DE-AC06-96RL13200, (the “Contract”), with Fluor Hanford, Inc. (FH) under which FH will perform certain management and integration services (the “Services”) at the Hanford site near Richland, WA (the “Site”). Fluor Hanford has developed and is continuing to develop proprietary computer software relating to the management, tracking and reporting activities for complex projects (“FD Software”). FH can directly utilize certain portions of the FD Software in the performance of the Services. Other portions of the FD Software can be used as a starting point to develop software specific to the Site which is useful in the performance of the Services. Further, software will be originally developed under the Contract by FH to be used in performing the Services. To maximize the usefulness and efficiency of the foregoing software, FH will develop the interfacial software required to integrate the separate portions of the software into an internally consistent suite of project management software specific to the Site to be used in performing the Services (the “Site Software”).

2. Purpose

The agreement sets forth the ownership and use rights of Fluor Hanford, FH and DOE regarding all portions of software comprising the FD Software and the Site Software.

3. Origination of Software

Fluor Hanford will provide FD Software which, in the opinion of Fluor Hanford and FH with concurrence by DOE, will be useful in the performance of Services or which will be useful in the development of Site Software. Such FD Software is identified in Attachment A (Fluor Hanford U.S. Computer Charge Schedule), hereto which shall be updated from time to time as required, and these updates will be delivered to FH and licensed under the terms of this agreement. FH will develop software specific to its needs at the site by modification of licensed FD Software, referred to in this agreement as the site Software. Interfacial software required to integrate some FD Software will be developed by FH prior to Fluor Hanford developing that same software in its normal course of business.

4. Site Software

The purpose of the Site Software is to facilitate the performance of the Services by FH or a successor contractor. The Site Software will of necessity include trade secret information of Fluor Hanford embodied in the FD Software. The Site Software will be modified as necessary during performance

of the Services in response to changing needs and conditions at the Site. Continual modification will, over time, obscure the identity of FD Software, in whole or in part, in the Site Software; however, the Site Software will still retain the Fluor Hanford trade secrets embodied in the original version of the FD Software as initially incorporated into the Site Software. The Site Software shall be known as the “Hanford Data Integrator” or “HANDI.”

## 5. Rights in Software

### 48 CPR 952.227-78, RIGHTS IN TECHNICAL DATA -- FACILITY (APR SOFTWARE AGREEMENT 1984)

#### (a) Definitions.

(1) “Technical data” means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, demonstration, or engineering work or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer software (including computer programs, computer software databases and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein do not include financial reports, costs analyses, and other information incidental to contract administration.

(2) “Proprietary data” means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) “Unlimited rights” mean rights to use, duplicate, or disclose technical data, in whole or in part, solely in performance of the remedial services at Hanford

#### (b) Allocation of rights.

(1) The Government shall have:

- (i) Ownership in all technical data first produced in the performance of the contract;
  - (ii) The rights to inspect technical data first produced or specifically used in the performance of the contract at all reasonable times (for which inspection of the proper facilities shall be afforded DOE by the contractor);
  - (iii) The right to have all technical data first produced or specifically used in the performance of the contract delivered to the Government or otherwise disposed of by the contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this contract, provided that nothing contained in this paragraph shall require FH to actually deliver any technical data, the delivery of which is excused by this Rights in Technical Data clause;
  - (iv) Unlimited rights in technical data specifically used in the performance of this contract, except technical data pertaining to items of standard commercial design; FH agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of optional paragraph (e) hereof -- "Limited Rights in Proprietary Data;"
  - (v) The right to remove, cancel, correct, or ignore any marking not authorized by the terms of this contract on a technical data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, FH fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the FH of the action taken.
- (2) Fluor Hanford through FH shall have:
- (i) The right to withhold its proprietary data in accordance with the provisions of this clause; and
  - (ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract provided the data requirement of this contract have been met as of the date of the private use of such data. FH agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, FH shall treat such data in accordance with any restricted legend contained thereon, unless use is specifically authorized by prior written approval of the contracting officer.
- (3) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

- (c) Copyrighted material.
- (1) FH shall not, without prior written authorization of the Patent Council establish a claim to statutory copyright in any technical data first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a royalty-free, nonexclusive, irrevocable, license for Governmental purposes in the performance of the management and integration services at Hanford.
  - (2) FH agrees not to include in the technical data delivered under the contract any material copyrighted by Fluor Hanford or FH and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c) (1) above. If FH believes that such copyrighted material for which the license cannot be obtained must be included in the technical data to be delivered, rather than merely incorporated therein by reference, FH shall obtain the written authorization of the contracting officer to include such material in the technical data prior to its delivery.

#### 48 CFR 952.227-79, LIMITED RIGHTS IN PROPRIETARY DATA

Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, FH agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license and right to use by or for the Government, any proprietary data of Fluor Hanford specifically used in the performance of this contract; provided, however, that to the extent that any proprietary data when furnished or delivered are specifically identified by FH at the time or initial deliver to the Government or a representative of the Government, such data shall not be used within or outside the Government, except as provided in the "Limited Rights Legend" set forth below. All such proprietary data shall be marked with the following "Limited Rights Legend."

#### LIMITS RIGHTS LEGEND (APR 1984)

This technical data contains "proprietary data" furnished under Contract No. DE-AC06-96RL13200, with the U.S. Department of Energy which may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed outside of the Government or be used for the purposes of manufacture without prior permission of the following purposes:

- (a) This "proprietary data" may be disclosed to other contractors participating in the Government's program of which this contract is a part for information or seen in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further used or disclosed; or

(b) This “proprietary data” may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the “proprietary data” be retained in confidence and not be further used or disclosed.

In addition, this agreement shall be governed by 48 CFR 52.227-23, Rights in Proposal Data, 41 CFR 9-9.102.1, Authorization and Consent, 41 CFR 9-9.110 (a), Notice and Assistance and 41 CFR 9-9.110 (c), Reporting or Royalties, as required under Prime Contract No. DE-AC06-96RL13200.

#### 6. Use of Site Software

DOE is entitled to issue the Site Software in whole or in part, solely for the performance of the Services at the Site by FH or a successor contractor. FH, or a successor contractor, shall be entitled to use the Site Software solely to perform the Services at the Site. Fluor Hanford and/or FH are entitled to use internally only those portions of the Site Software required to integrate the FD Software identified in Attachment A, solely in the conductance of their normal business activities. Such use by Fluor Hanford and/or FH does not extend to the sale of said software nor to utilization of said software to perform services for others in the manner of a service bureau.

#### 7. Protection of Trade Secrets

FH and DOE will hold all Site Software in confidence and will restrict its internal disclosure to only those FH/Subcontractors and DOE employees having a bona fide need for the Site Software who have been advised of the confidentiality and use restrictions herein. Further, FH or DOE will not disclose the Site Software, in whole or in part, to any third party. The foregoing notwithstanding, DOE may disclose the Site Software to FH’s successor contractors. Prior to such disclosure, DOE will require such contractors to complete a declaration by which such contractors agree not to disclose the Site Software or any of it to any third party, not to make any copies of the Site Software or any of it except as reasonably required to perform the Services at the Site, and not to use the Site Software or any of it other than to perform the Services at the Site.

#### 8. Definition of Software

The terms Site Software and FD Software apply to both source and object code versions of the computer programs and include all design, interface and program specifications, flow charts, schematics, annotations and other information, documentation and manuals required to understand, operate, maintain and/or modify the computer programs.

#### 9. License

Fluor Hanford is providing the FD Software listed in Attachment A and incorporated, the whole or part, into the Site Software in consideration of a paid-up annual license fee to include upgrade costs and maintenance of [DELETE] [DELETE] for each individual software package as cited in Attachment A with unlimited site concurrent users. During the time FH is performing the Services, Fluor Hanford will provide, as part of the license fee, updates, upgrades and

enhancements made to FD Software, and prompt assistance to correct or work around any errors in the FD Software listed in Attachment A. This license fee does not include installation or the cost of implementing Site Specific Enhancements.

10. Term and Termination

The term of this Agreement begins on the date first above written and continues until terminated by either party. The provisions of Paragraphs 6, 7, 11 and 12 will survive termination of this Agreement.

11. Representations and Warranties

Fluor Hanford warrants that it has full power and authority to grant the rights granted by the agreement and that to the best of its knowledge the software does not infringe or violate any patent, copyright, trade secret, trademark or any other rights of a third party. Fluor Hanford indemnifies FH and the Government for any liability including costs and expenses for infringement or violation of such third party rights.

12. General

This Agreement represents the entire agreement between Fluor Hanford, FH and DOE regarding the FD Software and the Site Software. Except for Attachment A, it will be changed only by written agreement of Fluor Hanford, FH and DOE. If one party does not enforce a particular provision of this Agreement at any particular time, that provision can still be enforced later. If any provision of this Agreement is determined to be unenforceable, the rest of the provisions still remain in effect. Headings have been used for convenience but they are not a part of this Agreement. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Fluor Hanford and FH confirm their agreement to the foregoing by having this Agreement signed on their behalf in the space provided below.

FLUOR HANFORD, Inc.

FLUOR HANFORD, Inc.

BY: signed by J. Brennan

BY: signed by H. J. Hatch

NAME: Joseph L. Brennan

NAME: Henry J. Hatch

TITLE: Vice President

TITLE: President

DATE: July 10, 1996

DATE: July 10, 1996

DEPARTMENT OF ENERGY

BY: signed by John D. Wagoner

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

REDACT ALL OF  
ATTACHMENT A  
HERETO

**PART III – LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX M**

**WAGE DETERMINATIONS UNDER THE  
SERVICE CONTRACT ACT**

FH will continue to use the FY 2006 wage determinations and the Site Stabilization Agreements which expire in August, 2006 and March, 2007 respectively. Upon issuance by RL, FH will review the updated wage determinations and subsequent updates to the Site Stabilization Agreements during FY 2007 and as necessary, submit a baseline change request to assess the impacts of implementation.

**(The following wage determinations apply)**

<b><u>Att. #</u></b>	<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u>Mod. #</u></b>	<b><u># of Pages</u></b>
1	94-2570, Rev. 3	8/6/96 to 8/6/97	Original	22
2	94-2569, Rev. 3	8/6/96 to 8/6/97	M074	11
3	94-2569, Rev. 5	8/6/97 to 8/6/98	M074	22
	94-2570, Rev. 4	8/6/97 to 8/6/98	M074	
4	94-2569, Rev. 8	8/6/98 to 8/6/99	M074	14
5	98-109, Rev. 0	Per Collective Bargaining Agreements	M039	17
	94-2570, Rev. 6	8/6/98 to 8/6/00	M039	
6	98-0109, Rev. 1	Per Collective Bargaining Agreements	M089	14
	94-2569, Rev. 10	8/6/99 to 8/6/00	M089	
7	98-0109, Rev. 5	Per Collective Bargaining Agreements	M101	13
	94-2569, Rev. 10	8/6/00 to 8/6/01	M101	
	94-2570, Rev. 6	8/6/00 to 8/6/01	M101	

8	98-0109, Rev. 5	Per Collective Bargaining Agreements	M139	12
	94-2569, Rev. 15	8/6/01 to 8/6/02	M139	
	94-2570, Rev. 6	8/6/01 to 8/6/02	M139	

<u>Att. #</u>	<u>Wage Determination #</u>	<u>Application Period</u>	<u>Mod. #</u>	<u># of Pages</u>
9	98-0109, Rev. 6	Per Collective Bargaining Agreements	M168	26
	94-2569, Rev. 18	8/6/02 to 8/6/03	M168	
	94-2570, Rev. 12	8/6/02 to 8/6/03	M168	
10	98-0109, Rev. 7	Per Collective Bargaining Agreements	M190	23
	94-2569, Rev. 19	8/6/03 to 8/6/04	M190	
	94-2570, Rev. 13	8/6/03 to 8/6/04	M190	
11	94-2569, Rev. 22	8/6/04 to 8/6/05	M211	19
	94-2570, Rev. 16	8/6/04 to 8/6/05	M211	
12	98-0109, Rev. 8	Per Collective Bargaining Agreements	M229	20
	94-2569, Rev. 24	8/6/05 to 8/6/06	M229	
	94-2570, Rev. 18	8/6/05 to 8/6/06	M229	
13	98-0109, Rev. 9	Per Collective Bargaining Agreement	M257	24
	05-2569, Rev. 1	9/14/06 to 9/14/07		
	05-2570, Rev. 1	9/14/06 to 9/14/07		

(Note: Of the above wage determinations, the following were issued to FH subcontractors under the Blanket Wage Determination Program with the identified application dates).

<u>Wage Determination #</u>	<u>Application Date</u>
94-2569, Rev. 3	2/28/96 to 2/28/97
94-2569, Rev. 5	2/28/97 to 2/28/98
94-2569, Rev. 8	2/28/98 to 2/28/99

**SECTION J**  
**APPENDIX M**  
**Attachment 1**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
94-2570, Rev. 3	8/6/96 to 8/6/97	22 (Pages issued in original contract)

Note: Electronic copy can be found at:  
<http://www.hanford.gov/phmc/contract/phmc-toc.htm>

**SECTION J**  
**APPENDIX M**  
**Attachment 2**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
94-2569, Rev. 3	8/6/96 to 8/6/97	11

Note: Electronic copy can be found at: [00-PRO-213](#)

**SECTION J**  
**APPENDIX M**  
**Attachment 3**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
94-2569, Rev. 5	8/6/97 to 8/6/98	22
94-2570, Rev. 4	8/6/97 to 8/6/98	Included above

Note: Electronic copy can be found at: [99-PRO-495](#)

**SECTION J**  
**APPENDIX M**  
**Attachment 4**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
94-2569, Rev. 8	8/6/98 to 8/6/99	14

Note: Electronic copy can be found at: [99-PRO-495](#)

**SECTION J**  
**APPENDIX M**  
**Attachment 5**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 00	Per Collective Bargaining Agreements	7
94-2570, Rev. 6	8/6/98 to 8/6/99	10

(pages issued in Mod M039)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m039/index.html>

**SECTION J**  
**APPENDIX M**  
**Attachment 6**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 1	Per Collective Bargaining Agreements	3
94-2569, Rev. 10	8/6/98 to 8/6/00	11

(pages issued in Mod M089)

Note: Electronic copy can be found at: [00-PRO-213](#)

**SECTION J**  
**APPENDIX M**  
**Attachment 7**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 5	Per Collective Bargaining Agreements	1
94-2569, Rev. 10	8/6/00 to 8/6/01	12
94-2570, Rev. 6	8/6/00 to 8/6/01	

(pages issued in Mod M101)

Note: Electronic copy can be found at: [00-PRO-727](#)

**SECTION J**  
**APPENDIX M**  
**Attachment 8**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 5	Per Collective Bargaining Agreements	12
94-2569, Rev. 15	8/6/01 to 8/6/02	
94-2570, Rev. 6	8/6/01 to 8/6/02	

(pages issued in Mod M139)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m139/m139.pdf>

**SECTION J**  
**APPENDIX M**  
**Attachment 9**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 6	Per Collective Bargaining Agreements	26
94-2569, Rev. 18	8/6/02 to 8/6/03	
94-2570, Rev. 12	8/6/02 to 8/6/03	

(pages issued in Mod M168)

Note: Electronic copy can be found at:

<http://apweb02.rl.gov/rapidweb/phmc/pcmweb//docs/5/docs/0205017.pdf>

**SECTION J**  
**APPENDIX M**  
**Attachment 10**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 7	Per Collective Bargaining Agreements	26
94-2569, Rev. 19	8/6/03 to 8/6/04	
94-2570, Rev. 13	8/6/03 to 8/6/04	

(pages issued in Mod M190)

Note: Electronic copy can be found at:

<http://apweb02.rl.gov/rapidweb/phmc/pcmweb//docs/5/gif/D2605140.pdf>

**SECTION J**  
**APPENDIX M**  
**Attachment 11**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
94-2569, Rev. 22	8/6/04 to 8/6/05	19
94-2570, Rev. 16	8/6/04 to 8/6/05	

(pages issued in Mod M211)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m211/m211.pdf>

**SECTION J**  
**APPENDIX M**  
**Attachment 12**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
98-0109, Rev. 8	Per Collective Bargaining Agreements	20
94-2569, Rev. 24	8/6/05 to 8/6/06	
94-2570, Rev. 18	8/6/05 to 8/6/06	

(pages issued in Mod M229)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m229/m229.pdf>

**SECTION J**  
**APPENDIX M**  
**Attachment 13**

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 9	Per Collective Bargaining Agreements	24
05-2569, Rev.1	9/14/06 to 9/14/07	
05-2570, Rev. 1	9/14/06 to 9/14/07	

(pages issued in Mod M257)

<u>Att. #</u>	<u>Wage Determination #</u>	<u>Application Period</u>	<u>Mod. #</u>	<u># of Pages</u>
9	98-0109, Rev. 6	Per Collective Bargaining Agreements	M168	26
	94-2569, Rev. 18	8/6/02 to 8/6/03	M168	
	94-2570, Rev. 12	8/6/02 to 8/6/03	M168	
10	98-0109, Rev. 7	Per Collective Bargaining Agreements	M190	23
	94-2569, Rev. 19	8/6/03 to 8/6/04	M190	
	94-2570, Rev. 13	8/6/03 to 8/6/04	M190	
11	94-2569, Rev. 22	8/6/04 to 8/6/05	M211	19
	94-2570, Rev. 16	8/6/04 to 8/6/05	M211	
12	98-0109, Rev. 8	Per Collective Bargaining Agreements	M229	20
	94-2569, Rev. 24	8/6/05 to 8/6/06	M229	
	94-2570, Rev. 18	8/6/05 to 8/6/06	M229	
13	98-0109, Rev 9	Per Collective Bargaining Agreements	M257	24
	05-2569, Rev. 1	9/14/06 to 9/14/07		
	05-2570, Rev. 1	9/14/06 to 9/14/07		

14	05-2569, Rev. 3 (H&W Rate Change)	5/29/07 to 5/29/08	M279	8
	05-2569, Rev. 5 (Wage Rate Changes)	10/1/07 to 10/1/08	M279	8
	05-2570, Rev. 2	4/12/07 to 4/12/08	M279	8
15	05-2569, Rev. 8	10/17/08 to 10/1/09	M327	8
	05-2570, Rev. 8	10/17/08 to 10/1/09	M327	8

(Note: Of the above wage determinations, the following were issued to FH subcontractors under the Blanket Wage Determination Program with the identified application dates).

<u>Wage Determination #</u>	<u>Application Date</u>
94-2569, Rev. 3	2/28/96 to 2/28/97
94-2569, Rev. 5	2/28/97 to 2/28/98
94-2569, Rev. 8	2/28/98 to 2/28/99

**SECTION J**  
**APPENDIX M**  
**Attachment 14**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
05-2569, Rev. 3	5/29/07 –5/29/08	8
05-2569, Rev. 5	10/1/07 –10/1/08	8
05-2570, Rev. 2	4/12/07 – 4/12/08	8

Note: Electronic copy can be found at:

05-2569, Rev. 3: <http://www.wdol.gov/wdol/scafiles/archive/sca/05-2569.r3>

05-2569, Rev. 5: <http://www.wdol.gov/wdol/scafiles/archive/sca/05-2569.r5>

05-2570, Rev. 2: <http://www.wdol.gov/wdol/scafiles/archive/sca/05-2570.r2>

**SECTION J**  
**APPENDIX M**  
**Attachment 15**

<b><u>Wage Determination #</u></b>	<b><u>Application Period</u></b>	<b><u># of Pages (Including Cover Page)</u></b>
05-2569, Rev. 8	10/17/08 - 10/1/09	8
05-2570, Rev. 8	10/17/08 - 10/1/09	8

Note: Electronic copy can be found at:

05-2569, Rev. 8: <http://www.wdol.gov/wdol/scafiles/std/05-2569.txt>  
05-2570, Rev. 8: <http://www.wdol.gov/wdol/scafiles/std/05-2570.txt>

WD 05-2569 (Rev.-8) was first posted on www.wdol.gov on 10/28/2008

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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

Shirley F. Ebbesen                      Division of  
 Director                                  Wage Determinations

Wage Determination No.: 2005-2569  
 Revision No.: 8  
 Date Of Revision: 10/17/2008

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Walla, 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	12.94
01012 - Accounting Clerk II	14.53
01013 - Accounting Clerk III	16.65
01020 - Administrative Assistant	22.41
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	13.08
01052 - Data Entry Operator II	14.24
01060 - Dispatcher, Motor Vehicle	17.11
01070 - Document Preparation Clerk	12.94
01090 - Duplicating Machine Operator	12.94
01111 - General Clerk I	12.16
01112 - General Clerk II	13.26
01113 - General Clerk III	14.89
01120 - Housing Referral Assistant	19.50
01141 - Messenger Courier	10.59
01191 - Order Clerk I	12.21
01192 - Order Clerk II	13.32
01261 - Personnel Assistant (Employment) I	16.33
01262 - Personnel Assistant (Employment) II	18.27
01263 - Personnel Assistant (Employment) III	20.37
01270 - Production Control Clerk	23.67
01280 - Receptionist	12.73
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.50
01311 - Secretary I	15.49
01312 - Secretary II	17.33
01313 - Secretary III	19.50
01320 - Service Order Dispatcher	17.18
01410 - Supply Technician	22.41
01420 - Survey Worker	16.71
01531 - Travel Clerk I	13.20
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.22
01611 - Word Processor I	13.63
01612 - Word Processor II	15.30
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82

05250 - Motor Vehicle Upholstery worker	16.81
05280 - Motor Vehicle wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service worker	10.88
07210 - Meat Cutter	17.40
07260 - Waiter/waitress	11.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	12.30
09080 - Furniture Refinisher	18.67
09090 - Furniture Refinisher Helper	14.70
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.39
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11122 - Housekeeping Aide	11.08
11150 - Janitor	13.65
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.55
11260 - Pruner	11.97
11270 - Tractor Operator	14.51
11330 - Trail Maintenance worker	12.13
11360 - window Cleaner	15.23
12000 - Health Occupations	
12010 - Ambulance Driver	16.20
12011 - Breath Alcohol Technician	16.20
12012 - Certified Occupational Therapist Assistant	22.22
12015 - Certified Physical Therapist Assistant	22.22
12020 - Dental Assistant	16.53
12025 - Dental Hygienist	39.03
12030 - EKG Technician	24.54
12035 - Electroneurodiagnostic Technologist	24.54
12040 - Emergency Medical Technician	15.50
12071 - Licensed Practical Nurse I	14.48
12072 - Licensed Practical Nurse II	16.20
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	13.25
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.72
12190 - Medical Record Technician	15.35
12195 - Medical Transcriptionist	15.52
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	9.55
12222 - Nursing Assistant II	10.74
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	13.16
12235 - Optical Dispenser	17.02
12236 - Optical Technician	14.79
12250 - Pharmacy Technician	15.57
12280 - Phlebotomist	13.16
12305 - Radiologic Technologist	24.15
12311 - Registered Nurse I	27.47
12312 - Registered Nurse II	33.60
12313 - Registered Nurse II, Specialist	33.60
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III, Anesthetist	40.65
12316 - Registered Nurse IV	48.73
12317 - Scheduler (Drug and Alcohol Testing)	20.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.97
13012 - Exhibits Specialist II	23.59
13013 - Exhibits Specialist III	28.75

13041 - Illustrator I	18.97
13042 - Illustrator II	23.59
13043 - Illustrator III	28.75
13047 - Librarian	26.03
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	23.59
13058 - Library Technician	18.10
13061 - Media Specialist I	16.20
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.21
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	16.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.07
14042 - Computer Operator II	17.98
14043 - Computer Operator III	20.58
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	25.52
14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	25.32
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.07
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.77
15020 - Aircrew Training Devices Instructor (Rated)	33.60
15030 - Air Crew Training Devices Instructor (Pilot)	40.28
15050 - Computer Based Training Specialist / Instructor	27.77
15060 - Educational Technologist	30.72
15070 - Flight Instructor (Pilot)	40.28
15080 - Graphic Artist	19.54
15090 - Technical Instructor	25.85
15095 - Technical Instructor/Course Developer	28.07
15110 - Test Proctor	18.54
15120 - Tutor	18.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	12.25
16070 - Finisher, Flatwork, Machine	9.71
16090 - Presser, Hand	9.71
16110 - Presser, Machine, Drycleaning	9.71
16130 - Presser, Machine, Shirts	9.71
16160 - Presser, Machine, Wearing Apparel, Laundry	9.71
16190 - Sewing Machine Operator	13.11
16220 - Tailor	13.96
16250 - Washer, Machine	10.55
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.59
21030 - Material Coordinator	24.39
21040 - Material Expediter	24.39
21050 - Material Handling Laborer	12.90
21071 - Order Filler	12.83
21080 - Production Line Worker (Food Processing)	12.59
21110 - Shipping Packer	12.73
21130 - Shipping/Receiving Clerk	12.73
21140 - Store Worker I	10.45
21150 - Stock Clerk	14.89
21210 - Tools And Parts Attendant	12.59
21410 - Warehouse Specialist	12.76
23000 - Mechanics And Maintenance And Repair Occupations	

23010 - Aerospace Structural welder	24.34
23021 - Aircraft Mechanic I	23.12
23022 - Aircraft Mechanic II	24.49
23023 - Aircraft Mechanic III	25.80
23040 - Aircraft Mechanic Helper	17.34
23050 - Aircraft, Painter	21.81
23060 - Aircraft Servicer	19.68
23080 - Aircraft Worker	20.86
23110 - Appliance Mechanic	21.30
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	30.13
23130 - Carpenter, Maintenance	20.81
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	27.72
23181 - Electronics Technician Maintenance I	21.67
23182 - Electronics Technician Maintenance II	23.21
23183 - Electronics Technician Maintenance III	24.75
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	17.39
23380 - Ground Support Equipment Mechanic	23.12
23381 - Ground Support Equipment Servicer	19.68
23382 - Ground Support Equipment Worker	20.86
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.61
23411 - Heating, Ventilation And Air Condtioning Mechanic (Research Facility)	
20.64	
23430 - Heavy Equipment Mechanic	22.29
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	25.43
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	11.16
23510 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	21.72
23580 - Maintenance Trades Helper	14.00
23591 - Metrology Technician I	25.43
23592 - Metrology Technician II	26.77
23593 - Metrology Technician III	28.20
23640 - Millwright	24.83
23710 - Office Appliance Repairer	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	27.83
23810 - Plumber, Maintenance	26.45
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	24.48
23910 - Small Engine Mechanic	17.81
23931 - Telecommunications Mechanic I	24.95
23932 - Telecommunications Mechanic II	26.26
23950 - Telephone Lineman	21.76
23960 - Welder, Combination, Maintenance	19.23
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24610 - Chore Aide	10.51
24620 - Family Readiness And Support Services Coordinator	11.28
24630 - Homemaker	13.13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.83
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	24.83
25190 - Ventilation Equipment Tender	18.71

25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.13
27007 - Baggage Inspector	15.95
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	20.01
27040 - Detention Officer	23.96
27070 - Firefighter	23.00
27101 - Guard I	15.95
27102 - Guard II	20.01
27131 - Police Officer I	27.47
27132 - Police Officer II	30.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.22
28042 - Carnival Equipment Repairer	15.19
28043 - Carnival Equipment Worker	10.65
28210 - Gate Attendant/Gate Tender	12.74
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.32
28515 - Recreation Specialist	17.52
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	20.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.98
29020 - Hatch Tender	22.98
29030 - Line Handler	22.98
29041 - Stevedore I	21.34
29042 - Stevedore II	24.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	16.13
30022 - Archeological Technician II	17.66
30023 - Archeological Technician III	21.88
30030 - Cartographic Technician	23.16
30040 - Civil Engineering Technician	22.53
30061 - Drafter/CAD Operator I	14.59
30062 - Drafter/CAD Operator II	16.75
30063 - Drafter/CAD Operator III	18.68
30064 - Drafter/CAD Operator IV	22.40
30081 - Engineering Technician I	14.86
30082 - Engineering Technician II	16.68
30083 - Engineering Technician III	18.66
30084 - Engineering Technician IV	23.12
30085 - Engineering Technician V	28.28
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	20.31
30210 - Laboratory Technician	21.73
30240 - Mathematical Technician	20.22
30361 - Paralegal/Legal Assistant I	16.69
30362 - Paralegal/Legal Assistant II	19.89
30363 - Paralegal/Legal Assistant III	22.99
30364 - Paralegal/Legal Assistant IV	27.82
30390 - Photo-Optics Technician	20.22
30461 - Technical Writer I	18.56
30462 - Technical Writer II	22.70
30463 - Technical Writer III	27.47
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	18.68
30621 - Weather Observer, Senior (2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.28
31260 - Parking and Lot Attendant	10.18

31290 - Shuttle Bus Driver	12.63
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	12.49
31362 - Truckdriver, Medium	14.03
31363 - Truckdriver, Heavy	18.29
31364 - Truckdriver, Tractor-Trailer	18.29
99000 - Miscellaneous Occupations	
99030 - Cashier	10.24
99050 - Desk Clerk	9.13
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	21.58
99410 - Pest Controller	19.35
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	16.38
99730 - Refuse Collector	11.97
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	11.93
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per 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 4174)

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) AIR TRAFFIC CONTROLLERS AND 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

WD 05-2570 (Rev.-8) was first posted on www.wdol.gov on 10/28/2008

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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

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2570  
Revision No.: 8  
Date Of Revision: 10/17/2008

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	12.94
01012 - Accounting Clerk II	14.53
01013 - Accounting Clerk III	16.65
01020 - Administrative Assistant	22.41
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	13.08
01052 - Data Entry Operator II	14.24
01060 - Dispatcher, Motor Vehicle	17.11
01070 - Document Preparation Clerk	12.94
01090 - Duplicating Machine Operator	12.94
01111 - General Clerk I	12.16
01112 - General Clerk II	13.26
01113 - General Clerk III	14.89
01120 - Housing Referral Assistant	19.50
01141 - Messenger Courier	10.59
01191 - Order Clerk I	12.21
01192 - Order Clerk II	13.32
01261 - Personnel Assistant (Employment) I	16.33
01262 - Personnel Assistant (Employment) II	18.27
01263 - Personnel Assistant (Employment) III	20.37
01270 - Production Control Clerk	23.67
01280 - Receptionist	12.73
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.50
01311 - Secretary I	15.49
01312 - Secretary II	17.33
01313 - Secretary III	19.50
01320 - Service Order Dispatcher	17.18
01410 - Supply Technician	22.41
01420 - Survey Worker	16.71
01531 - Travel Clerk I	13.20
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.22
01611 - Word Processor I	13.63
01612 - Word Processor II	15.30
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82

05250	- Motor Vehicle Upholstery Worker	16.81
05280	- Motor Vehicle wrecker	17.82
05310	- Painter, Automotive	18.82
05340	- Radiator Repair Specialist	17.82
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	19.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	17.23
07041	- Cook I	13.97
07042	- Cook II	15.66
07070	- Dishwasher	9.89
07130	- Food Service Worker	10.88
07210	- Meat Cutter	17.40
07260	- Waiter/Waitress	11.12
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.67
09040	- Furniture Handler	12.30
09080	- Furniture Refinisher	18.67
09090	- Furniture Refinisher Helper	14.70
09110	- Furniture Repairer, Minor	16.67
09130	- Upholsterer	18.67
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.39
11060	- Elevator Operator	10.88
11090	- Gardener	15.35
11122	- Housekeeping Aide	11.08
11150	- Janitor	13.65
11210	- Laborer, Grounds Maintenance	12.13
11240	- Maid or Houseman	9.55
11260	- Pruner	11.97
11270	- Tractor Operator	14.51
11330	- Trail Maintenance Worker	12.13
11360	- Window Cleaner	15.23
12000	- Health Occupations	
12010	- Ambulance Driver	16.20
12011	- Breath Alcohol Technician	16.20
12012	- Certified Occupational Therapist Assistant	22.22
12015	- Certified Physical Therapist Assistant	22.22
12020	- Dental Assistant	16.53
12025	- Dental Hygienist	39.03
12030	- EKG Technician	24.54
12035	- Electroneurodiagnostic Technologist	24.54
12040	- Emergency Medical Technician	15.50
12071	- Licensed Practical Nurse I	14.48
12072	- Licensed Practical Nurse II	16.20
12073	- Licensed Practical Nurse III	18.06
12100	- Medical Assistant	13.25
12130	- Medical Laboratory Technician	16.01
12160	- Medical Record Clerk	13.72
12190	- Medical Record Technician	15.35
12195	- Medical Transcriptionist	15.52
12210	- Nuclear Medicine Technologist	36.58
12221	- Nursing Assistant I	9.55
12222	- Nursing Assistant II	10.74
12223	- Nursing Assistant III	11.72
12224	- Nursing Assistant IV	13.16
12235	- Optical Dispenser	17.02
12236	- Optical Technician	14.79
12250	- Pharmacy Technician	15.57
12280	- Phlebotomist	13.16
12305	- Radiologic Technologist	24.15
12311	- Registered Nurse I	27.47
12312	- Registered Nurse II	33.60
12313	- Registered Nurse II, Specialist	33.60
12314	- Registered Nurse III	40.65
12315	- Registered Nurse III, Anesthetist	40.65
12316	- Registered Nurse IV	48.73
12317	- Scheduler (Drug and Alcohol Testing)	20.06
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	18.97
13012	- Exhibits Specialist II	23.59
13013	- Exhibits Specialist III	28.75

13041 - Illustrator I	18.97
13042 - Illustrator II	23.59
13043 - Illustrator III	28.75
13047 - Librarian	26.03
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	23.59
13058 - Library Technician	18.10
13061 - Media Specialist I	16.20
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.21
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	16.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.07
14042 - Computer Operator II	17.98
14043 - Computer Operator III	20.58
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	25.52
14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	25.32
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.07
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.77
15020 - Aircrew Training Devices Instructor (Rated)	33.60
15030 - Air Crew Training Devices Instructor (Pilot)	40.28
15050 - Computer Based Training Specialist / Instructor	27.77
15060 - Educational Technologist	30.72
15070 - Flight Instructor (Pilot)	40.28
15080 - Graphic Artist	19.54
15090 - Technical Instructor	25.85
15095 - Technical Instructor/Course Developer	28.07
15110 - Test Proctor	18.54
15120 - Tutor	18.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	12.25
16070 - Finisher, Flatwork, Machine	9.71
16090 - Presser, Hand	9.71
16110 - Presser, Machine, Drycleaning	9.71
16130 - Presser, Machine, Shirts	9.71
16160 - Presser, Machine, Wearing Apparel, Laundry	9.71
16190 - Sewing Machine Operator	13.11
16220 - Tailor	13.96
16250 - Washer, Machine	10.55
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.59
21030 - Material Coordinator	24.39
21040 - Material Expediter	24.39
21050 - Material Handling Laborer	12.90
21071 - Order Filler	12.83
21080 - Production Line Worker (Food Processing)	12.59
21110 - Shipping Packer	12.73
21130 - Shipping/Receiving Clerk	12.73
21140 - Store Worker I	10.45
21150 - Stock Clerk	14.89
21210 - Tools And Parts Attendant	12.59
21410 - Warehouse Specialist	12.76
23000 - Mechanics And Maintenance And Repair Occupations	

23010	- Aerospace Structural welder	24.34
23021	- Aircraft Mechanic I	23.12
23022	- Aircraft Mechanic II	24.49
23023	- Aircraft Mechanic III	25.80
23040	- Aircraft Mechanic Helper	17.34
23050	- Aircraft, Painter	21.81
23060	- Aircraft Servicer	19.68
23080	- Aircraft Worker	20.86
23110	- Appliance Mechanic	21.30
23120	- Bicycle Repairer	14.44
23125	- Cable Splicer	30.13
23130	- Carpenter, Maintenance	20.81
23140	- Carpet Layer	18.52
23160	- Electrician, Maintenance	27.72
23181	- Electronics Technician Maintenance I	21.67
23182	- Electronics Technician Maintenance II	23.21
23183	- Electronics Technician Maintenance III	24.75
23260	- Fabric worker	20.20
23290	- Fire Alarm System Mechanic	24.83
23310	- Fire Extinguisher Repairer	18.63
23311	- Fuel Distribution System Mechanic	25.43
23312	- Fuel Distribution System Operator	19.09
23370	- General Maintenance Worker	17.39
23380	- Ground Support Equipment Mechanic	23.12
23381	- Ground Support Equipment Servicer	19.68
23382	- Ground Support Equipment Worker	20.86
23391	- Gunsmith I	18.63
23392	- Gunsmith II	21.74
23393	- Gunsmith III	24.83
23410	- Heating, Ventilation And Air-Conditioning Mechanic	19.61
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.64
23430	- Heavy Equipment Mechanic	22.29
23440	- Heavy Equipment Operator	23.61
23460	- Instrument Mechanic	25.43
23465	- Laboratory/Shelter Mechanic	23.29
23470	- Laborer	11.16
23510	- Locksmith	17.78
23530	- Machinery Maintenance Mechanic	25.56
23550	- Machinist, Maintenance	21.72
23580	- Maintenance Trades Helper	14.00
23591	- Metrology Technician I	25.43
23592	- Metrology Technician II	26.77
23593	- Metrology Technician III	28.20
23640	- Millwright	24.83
23710	- Office Appliance Repairer	20.29
23760	- Painter, Maintenance	17.78
23790	- Pipefitter, Maintenance	27.83
23810	- Plumber, Maintenance	26.45
23820	- Pneudraulic Systems Mechanic	24.83
23850	- Rigger	24.83
23870	- Scale Mechanic	21.74
23890	- Sheet-Metal Worker, Maintenance	24.48
23910	- Small Engine Mechanic	17.81
23931	- Telecommunications Mechanic I	24.95
23932	- Telecommunications Mechanic II	26.26
23950	- Telephone Lineman	21.76
23960	- welder, Combination, Maintenance	19.23
23965	- well Driller	24.83
23970	- woodcraft worker	24.83
23980	- woodworker	18.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	9.13
24580	- Child Care Center Clerk	12.40
24610	- Chore Aide	10.51
24620	- Family Readiness And Support Services Coordinator	11.28
24630	- Homemaker	13.13
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	24.83
25040	- Sewage Plant Operator	23.29
25070	- Stationary Engineer	24.83
25190	- Ventilation Equipment Tender	18.71

25210	- Water Treatment Plant Operator	23.29
27000	- Protective Service Occupations	
27004	- Alarm Monitor	19.13
27007	- Baggage Inspector	15.95
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24
27030	- Detection Dog Handler	20.01
27040	- Detention Officer	23.96
27070	- Firefighter	23.00
27101	- Guard I	15.95
27102	- Guard II	20.01
27131	- Police Officer I	27.47
27132	- Police Officer II	30.52
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	14.22
28042	- Carnival Equipment Repairer	15.19
28043	- Carnival Equipment Worker	10.65
28210	- Gate Attendant/Gate Tender	12.74
28310	- Lifeguard	10.82
28350	- Park Attendant (Aide)	14.24
28510	- Recreation Aide/Health Facility Attendant	10.32
28515	- Recreation Specialist	17.52
28630	- Sports official	11.34
28690	- Swimming Pool Operator	20.45
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.98
29020	- Hatch Tender	22.98
29030	- Line Handler	22.98
29041	- Stevedore I	21.34
29042	- Stevedore II	24.61
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011	- Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021	- Archeological Technician I	16.13
30022	- Archeological Technician II	17.66
30023	- Archeological Technician III	21.88
30030	- Cartographic Technician	23.16
30040	- Civil Engineering Technician	22.53
30061	- Drafter/CAD Operator I	14.59
30062	- Drafter/CAD Operator II	16.75
30063	- Drafter/CAD Operator III	18.68
30064	- Drafter/CAD Operator IV	22.40
30081	- Engineering Technician I	14.86
30082	- Engineering Technician II	16.68
30083	- Engineering Technician III	18.66
30084	- Engineering Technician IV	23.12
30085	- Engineering Technician V	28.28
30086	- Engineering Technician VI	35.66
30090	- Environmental Technician	20.31
30210	- Laboratory Technician	21.73
30240	- Mathematical Technician	20.22
30361	- Paralegal/Legal Assistant I	16.69
30362	- Paralegal/Legal Assistant II	19.89
30363	- Paralegal/Legal Assistant III	22.99
30364	- Paralegal/Legal Assistant IV	27.82
30390	- Photo-Optics Technician	20.22
30461	- Technical writer I	18.56
30462	- Technical writer II	22.70
30463	- Technical writer III	27.47
30491	- Unexploded Ordnance (UXO) Technician I	21.58
30492	- Unexploded Ordnance (UXO) Technician II	26.11
30493	- Unexploded Ordnance (UXO) Technician III	31.30
30494	- Unexploded (UXO) Safety Escort	21.58
30495	- Unexploded (UXO) Sweep Personnel	21.58
30620	- weather observer, Combined Upper Air Or Surface Programs (2)	18.68
30621	- weather observer, Senior (2)	20.75
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	11.43
31030	- Bus Driver	16.99
31043	- Driver Courier	12.28
31260	- Parking and Lot Attendant	10.18

31290 - Shuttle Bus Driver	12.63
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	12.49
31362 - Truckdriver, Medium	14.03
31363 - Truckdriver, Heavy	18.29
31364 - Truckdriver, Tractor-Trailer	18.29
99000 - Miscellaneous Occupations	
99030 - Cashier	10.24
99050 - Desk Clerk	9.13
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	21.58
99410 - Pest Controller	19.35
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	16.38
99730 - Refuse Collector	11.97
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	11.93
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

**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 4174)

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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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

Attachment 1

PHMC Special Financing Agreement

Consisting of 7 pages

Including this cover page

**PART III – LIST OF DOCUMENTS  
EXHIBITS AND OTHE ATTACHMENTS**

**SECTION J**

**APPENDIX N**

**SPECIAL BANK ACCOUNT AGREEMENT FOR USE WITH  
THE CHECKS – PAID METHOD OF LETTER OF CREDIT  
FINANCING**

JULY 1, 2006, THROUGH SEPTEMBER 30, 2012  
(Consisting of six pages including this cover page)

SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT  
FOR USE WITH THE  
PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement entered into this 1st day of July, 2006, between the United States of America (hereinafter called the "Government") represented herein by the U.S. Department of Energy (hereinafter called the "DOE"), and Fluor Hanford, Inc., (hereinafter called the "Contractor"), as corporation/legal entity, existing under the laws of the State of Washington, and U.S. Bank, (hereinafter called the "Bank"), a banking corporation existing under the laws of the State of Washington, located at Richland, Washington.

**Recitals**

- (1) On the effective date of August 6, 1996, DOE and the Contractor entered into Agreement(s) No. DE-AC06-96RL13200 or a Supplemental Contract(s) thereto, providing for the transfer of funds on a payments-cleared basis to the Contractor.
- (2) DOE requires that amounts transferred to the Contractor under said agreement be deposited in a special demand deposit account(s) at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Bank.

- (3) The special demand deposit account(s) shall be designated:
  - a. Fluor Hanford Contract
  - b. Fluor Hanford Contract Control Disbursement
  - c. Fluor Hanford Payroll
  - d. Fluor Hanford Payroll Control Disbursement

**Covenants**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The Government shall have a title to the credit balance in said accounts to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Bank or others with respect to such accounts.
- (2) The Bank shall be bound by the provisions of said contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit accounts, which are hereby incorporated into this Agreement by

reference, but the Bank shall not be responsible for the application of funds properly withdrawn from said accounts. After receipt by the Bank of written directions from the Contracting Officer, or from the duly authorized representative of the Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Bank are concerned, be considered as having been properly issued and filed with the Bank by DOE.

- (3) DOE, or its authorized representatives, including the Contractor, shall have access to financial records maintained by the Bank with respect to such special demand deposit accounts at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Bank for a period of six (6) years after final payment under the Agreement.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit accounts, the Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Bank for the benefit of the special demand deposit accounts. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit accounts in a net positive and as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in RFP Number 20051031 dated January 3, 2006. The Bank agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Bank's proposal dated March 16, 2006, will remain constant during the term of this Agreement. The Bank shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Bank in payment thereof.

- (6) The Bank shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.

- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1<sup>st</sup> day of July 2006, and ending on the 30th day of September 2012, unless earlier terminated as provided in this Agreement.
- (8) DOE, the Contractor, or the Bank, may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Contractor, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (1), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Bank shall be terminated automatically upon the delivery of written notice to the Bank.
- (11) In the event of termination, the Bank agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

- (1) Term Agreement (Covenant 7); and
- (2) Termination of Agreement (Covenants 8 and 9).

All terms and conditions of the aforesaid bid submitted by the Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Bank has submitted the forms entitled "Technical Representations and Certifications," "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

May 3, 2011  
(Date Signed)

Gigi H. Branch  
Contracting Officer

Gigi H. Branch  
(Signature of Contracting Officer)

WITNESS: N/A

\_\_\_\_\_  
(Typed Name of Witness)

Fluor Hanford, Inc.  
(Typed Name of Contractor)

\_\_\_\_\_  
(Signature of Witness)

Note: In the case of a corporation,  
A witness is not required. Type or  
print names under all signatures.

Michael S. Strickland

Michael S. Strickland  
(Signature of Contractor's Representative)

Acting Director, PHMC Closeout Office

April 27, 2011  
(Date Signed)

\_\_\_\_\_  
(Name of Witness)

U.S. Bank National Association  
Gail Heinselman

\_\_\_\_\_  
(Signature of Witness)

Note: In the case of a corporation,  
A witness is not required. Type or  
print names under all signatures.

Gail Heinselman  
(Signature of Financial Institution Representative)

Vice President  
(Title)

6428 Riverside Ave, Spokane WA  
(Address)

6/7/2011  
(Date Signed)

**NOTE**

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, Stephen B. Cherry certify that I am the Assistant Secretary of the corporation named as Contractor herein, that Michael S. Strickland, who signed this Agreement on behalf of the Contractor, was then Acting Director, PIIMC Closeout Office of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Stephen B. Cherry  
(Corporate Seal) (Signature)