

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 32
2. AMENDMENT/MODIFICATION NO. M021		3. EFFECTIVE DATE 9-25-2006	4. REQUISITION/PURCHASE REQ. NO. 06-05RL14655.510		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		CODE	7. ADMINISTERED BY (If other than Item 6) Same as item 6.		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Washington Closure Hanford LLC (WCH) 3070 George Washington Way Richland, WA 99352				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655
					10B. DATED (SEE ITEM 13) 03/23/05
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

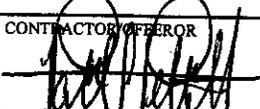
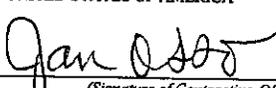
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority Section C.2.4, and Mutual Agreement of the Contracting Parties

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

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

SEE ATTACHED CONTINUATION PAGE.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Patrick Pettiette, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan Osso	
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 9-28-06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9-28-06

- A) Clause B.2 is updated to show the obligation amount on the last issued modification which was A026.
- B) In accordance with the authorities referenced in block 13 D, the contract is modified to move the performance associated with Building 305B, from CLIN 2 to CLIN 1. Therefore, Clause C.2.4. is changed to reflect the number of facilities with delayed release to the contractor from Fourteen (14) to Thirteen (13) reflecting that building 305B has been moved from CLIN 2 to CLIN 1 and Table C.3 is also changed to delete building 305B from CLIN 2. Clause C.2.9. is changed in line 8 from 14 to 13.
- C) Clause C.2.5 Activity 5: Reactor Interim Safe Storage is changed under the paragraph entitled "Constraints," 100 Area first paragraph to reflect B-Reactor release date of October 2009. Clause C.2.9., is also changed in line eight (8) to reflect 13 facilities versus 14 facilities.
- D) Clause H.6 is appended with paragraph (l) clarifying that the contractor team arrangement employees will be covered by DOE's self-insurance under Washington State's Labor and Industries for worker's compensation. The paragraph addition to Section H.6 required most of Section H to be replaced due to repagination only.
- E) Clause I.36.a., FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) is added.
- F) The following four CRD's in Section J-2 are hereby deleted:
1. CRD N 205.8, Cyber Security Requirements for Wireless Devices and Information Systems
 2. CRD N 205.9, Certification and Accreditation Process for Information Systems...
 3. CRD N 205.10, Cyber Security Requirements for Risk Management
 4. CRD N 205.11, Security Requirements for Remote Access to DOE and Applicable...Systems.
- G) The following seven CRD's in Section J-2 are hereby added or changed:
1. CRD O 142.3 (Supplemented Rev. 0), supplement is added,
 2. CRD N 206.3, (Supplemented Rev. 0), Personal Identity Proofing is added,
 3. CRD O 226.1, Implementation of Department of Energy Oversight Policy is added,
 4. CRD O 414.1C, Quality Assurance
 5. CRD M 231.1-2 (Supplemented Rev. 3) Occurrence Reporting and Processing of Operations Information changed to (Supplemented Rev. 4),
 6. CRD M 440.1-1A (Supplement Rev. 0), DOE Explosives Safety Manual sections 16 and 17 only, was added,
 7. CRD O 450.1, Environmental Protection Program added the number "2" in the Changes column, and
 8. The word "supplement" was replaced with the word "supplemented" throughout Section J-2.
- H) Replacement pages B-2, C-5, C-10, C-11, C-12, C-17, H-i, H-ii, H-6 through H-23, I-2, I-3, J-2, J-3, and J-4 are provided.

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's agreement to the herein stated changes, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes agreed to in this modification, except for above items identified as: C), G) 2., G) 3., and G) 4..

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$197,327,749.56 (per last issued mod number A026) have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end December 31, 2006.
- (b) Except as may be specifically provided in the Section I clause entitled Nuclear Hazards Indemnity Agreement, the duties and obligations of the U.S. Department of Energy (DOE) hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.3 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

B.4 INCENTIVE FEE STRUCTURE

- (a) "Completion of Contract Requirements" is defined as performance of all requirements described in this Contract (except those requirements customarily reserved for Contract closeout and final payment) on or before September 30, 2015. Completion of Contract Requirements is a condition precedent to earning any of the Group A and Group B incentive fee under Clause B.7(c) and (d).
- (b) Table B.1, *Incentive Fee Structure*, sets forth the Cost Performance Incentive Fee (including Target Cost, Target Fee, and Cost Share Ratio); Schedule Performance Incentive Fee; Maximum Incentive Fees, and Minimum Incentive Fees that can be earned under the Contract. The Cost Performance Incentive Fee and Schedule Performance Incentive Fees are each divided into three components: CLIN 1; CLIN 2; and CLIN 3.

B.5 CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE

- (a) General Requirements.
 - (1) Changes to Target Cost, Target Fee, and Schedule.
 - (i) The Contractor shall take all reasonable steps to manage, prevent, and mitigate changes to Target Cost, Target Fee, and Schedule. DOE does not anticipate any point of complete redetermination of Target Cost, Target Fee, and Schedule during the period of performance of the Contract.

Table C.2: River Corridor Contract Line Item Summary

Activity	CLIN 1	CLIN 2	CLIN 3
	100 Area, Selected 300 Area, and 400 Area Contract Scope	Remaining 300 Area Contract Scope	600 Area Contract Scope
1: Transition	Authorized at Contract award (and included as part of CLIN 1)		
2: Remediation Design	Authorized at Contract award (and included as part of CLIN 1)		
3: Regulatory Documentation	Authorized at Contract award (and included as part of CLIN 1)		
4: D4 Facilities	Authorized at Contract award	Upon DOE Authorization of CLIN 2	N/A
	Excess 300 Area facilities	13 300 Area facilities shown in Table C.3, 300 Area Facilities Occupied by PNNL	
5: Reactor Interim Safe Storage	Authorized at Contract award	N/A	N/A
6: Field Remediation	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3
	Field Remediation linked to Excess 300 Area facilities	Field Remediation linked to 13 300 Area facilities shown in Table C.3	
7: Waste Operations	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3
8: Operate and Close Utility Systems	Authorized at Contract award (and included as part of CLIN 1)		
9: Surveillance and Maintenance	Authorized at Contract award (and included as part of CLIN 1)		
10: Miscellaneous Restoration	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3
11: Final Closure and Stewardship	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3
<p><i>Authorized at Contract award</i> is defined as Contract Scope that is authorized to be performed at Contract award. <i>Upon DOE Authorization of CLIN 2 or 3</i> is defined as Contract Scope that is not authorized to be performed until DOE authorizes the work under the Section B Clause entitled, <i>DOE Authorization of CLIN 2 and CLIN 3</i>.</p>			

- DOE will direct other Hanford contractors to provide the Contractor: 1) access to groundwater program information, and 2) the regulatory and supporting documentation for the groundwater operable units;
- DOE will prepare any additional NEPA analyses and/or documentation that may be required; and
- DOE will provide existing Safety Basis documentation for Hazard Category 2 and 3 Facilities.

C.2.4 ACTIVITY 4: DEACTIVATE, DECONTAMINATE, DECOMMISSION, AND DEMOLISH (D4) FACILITIES

Scope and Completion Criteria:

The Contractor shall complete D4 on the excess facilities shown in Attachment J-1, *Table of River Corridor Closure Contract Workslope*, in accordance with all actions and requirements contained in the regulatory and supporting documentation.

Entrance Condition:

The starting status for D4 of facilities in the 100 and 300 Areas is shown in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workslope*. Additional information on 300 Area facilities is located in the *Hanford Site 300 Area Accelerated Closure Project Plan* (HNF-6465).

Constraint(s):

100 Area:

100 K Area facilities and the infrastructure, utility systems, personnel access, vehicular access, and parking required for the safe occupancy and use of these facilities for completion of the spent nuclear fuel mission, have a delayed release to the Contractor to initiate D4; 100 K East is delayed to October 2006, and 100 K West is delayed to December 2007.

300 Area:

Buildings 303B, 3712, and 3716 have a delayed release to the Contractor to September 2006 for completion of uranium removal.

Nineteen (19) facilities in the 300 Area are currently or have been recently occupied by the Pacific Northwest National Laboratory (PNNL). Five (5) of these facilities will be vacant at Contract award. Thirteen (13) of these facilities have a delayed release to the Contractor to initiate D4 and are included as part of CLIN 2 as described in the Section B clause entitled *Type of Contract – Items Being Acquired*. Table C.3, *300 Area Facilities Occupied by PNNL*, provides the facility name, facility number, and release date to the Contractor to initiate D4. The Contractor shall maintain the infrastructure, utility systems, personnel access, vehicular access, and parking required for the safe occupancy and use of these facilities by PNNL through the release dates shown in Table C.3.

In addition to the defined release dates shown in Table C.3, *300 Area Facilities Occupied by PNNL*, DOE will evaluate the readiness for PNNL to vacate these PNNL-occupied and supporting facilities. Based on the results of the DOE evaluation, DOE will make a decision to authorize or not authorize D4 on the facilities shown in Table C.3, *300 Area Facilities Occupied by PNNL*, as described in the Section B clause entitled *DOE Authorization of CLIN 2 and CLIN 3*.

Table C.3: 300 Area Facilities Occupied by PNNL

Facility Name	Facility Number	Release Date
Radiological Calibrations Laboratory	318	October 2009
Physical Sciences Laboratory	320	October 2009
Mechanical Properties Laboratory	323	October 2009
Radiochemical Processing Laboratory Complex	325	October 2009
Material Sciences Laboratory	326	October 2009
Chemical Sciences Laboratory	329	October 2009
Life Sciences Laboratory Complex	331	October 2009
High-Bay Testing Facility	336	October 2009
Maintenance Building	338	October 2009
Plant Operations and Maintenance Facility	350	October 2009
General Storage	3718P	October 2009
Gamma Irradiation Facility	3730	October 2009
Technical Library	3760	October 2009

400 Area:

This *Activity* specifically excludes the remediation of facilities associated with the Fast Flux Test Facility reactor area (to be performed under a separate contract), and the Fuels Materials Examination Facility complex (427 Building, 4862 Building, 451 and 451B Electrical Substations, Support Facilities North of 427 Building, and 400 Area Process Pond and Sewer System).

Support Facilities:

The 100 Area, 300 Area, and 400 Area Fire Stations, and the utility systems, communication systems, and personnel access required to support these facilities, have a delayed release to the Contractor to initiate D4. Each Fire Station and its supporting systems will be released to the Contractor to initiate D4 based on the earlier of two events: 1) completion of the Hanford Fire Department Baseline Needs Assessment eliminating the need for the Fire Station (the Assessment is prepared and updated by the PHMC, and approved by DOE); or 2) six months following completion of all other D4 within an Area.

Requirement(s):

The Contractor shall complete D4 on facilities in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation.

The Contractor shall complete D4 for Buildings 313, 314, and 314B in the 300 Area by September 2006.

The Contractor shall complete all required characterization and analysis to support this *Activity*.

Government-Furnished Services and Information:

- DOE will coordinate with PHMC, ERC, PNNL, and JOCO contractors to provide all available historical information and current documentation on facilities for D4;
- DOE will coordinate with other Hanford Site contractors for turnover of facilities with delayed release shown in Section C.2.4, *D4 Facilities, Constraint(s)*; and
- DOE will allow the Contractor to reuse existing office and other facilities located in the RC prior to D4; the Contractor has full responsibility to provide required services and maintain these facilities.

C.2.5 ACTIVITY 5: REACTOR INTERIM SAFE STORAGE

Scope and Completion Criteria:

The Contractor shall place B, H, KE, KW, and N Reactors in Interim Safe Storage (ISS); and maintain B, C, D, DR, F, H, KE, KW, and N Reactors in ISS status through the end of the Contract, in accordance with all actions and requirements contained in the regulatory and supporting documentation.

Entrance Condition:

C, D, DR, and F Reactors will be in ISS status; work on H Reactor to place the facility into ISS will be ongoing; and no work to place B, KE, KW, and N Reactors will have been performed.

Constraint(s):

100 Area:

B Reactor will have a delayed release to the Contractor for ISS to evaluate a permanent museum/park concept, with a release date to the Contractor in October 2009. If DOE determines the museum/park concept is viable, the B Reactor ISS scope will be changed under the provisions of the Section I clause entitled *Changes*.

KE and KW Reactors will have a delayed release to the Contractor to allow the Hanford Spent Nuclear Fuel Mission to be completed, with release dates to the Contractor, as described in Section C.2.4, *Activity 4: D4 Facilities*.

Requirement(s):

The Contractor shall place and maintain all nine former production reactors in ISS status through the period of Contract performance, in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation.

The Contractor shall D4 the production reactors that have not been placed into ISS status, by completing D4 up to the reactor shield wall/block, and removing associated above ground and underground structures and other systems outside of the reactor shield wall/block.

The Contractor shall complete all required characterization and analysis to support this *Activity*.

and/or multi-year utility service projections (Deliverable C.2.8); 2) coordinate all planned utility service outages with each affected Hanford Site users 60 days in advance of any service interruption; and 3) coordinate all planned utility service terminations 180 days in advance of any service termination with each affected Hanford Site user (and in accordance with all of the *Constraints* described within this *Statement of Work*).

The Contractor is responsible for all of its costs to maintain, operate, and close (where applicable) the required utility services in the 100, 300, 400, and 600 Areas throughout the period of Contract performance. The Contractor shall develop a proposed cost recovery approach for utility services provided to other Hanford Site users located in the RC, and recover the pro-rated share of utility service costs from other Hanford Site users throughout the period of Contract performance. The proposed cost-recovery approach will be subject to periodic DOE review and approval.

Government-Furnished Services and Information: none

C.2.9 ACTIVITY 9: SURVEILLANCE AND MAINTENANCE

Scope and Completion Criteria:

The Contractor shall perform surveillance and maintenance of all facilities during the period of performance of the Contract.

Entrance Condition:

Multiple surveillance and maintenance programs are currently being conducted by the ERC in the 100 and 300 Areas, and at the ERDF; and by the PHMC in the 100, 300, 400, and 600 Areas.

Surveillance and maintenance programs are being conducted by PNNL for the 13 PNNL-occupied facilities in the 300 Area shown in Table C.3, *300 Area Facilities Occupied by PNNL*.

Constraint(s): none

Requirement(s):

The Contractor shall develop and implement a graded surveillance and maintenance approach consistent with the condition of the individual facilities and/or field remediation sites; the hazards identified through the ISMS and other appropriate analyses; and the plans for closure. The Contractor shall make the appropriate decisions on equipment and systems, including decisions to run-to-failure, based on its needs to perform work under this Contract and maintain required regulatory monitoring systems.

For facilities with a delayed release to the Contractor for D4, the Contractor is responsible for surveillance and maintenance starting at the delayed release date through the end of the Contract.

Government-Furnished Services and Information: none

C.2.10 ACTIVITY 10: MISCELLANEOUS RESTORATION

Scope and Completion Criteria:

PART I - THE SCHEDULE
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- (g) The Contractor will assume responsibility for predecessor contractor self-insurance workers' compensation claims. The Contractor shall maintain and retain a claim file for information and reporting needs.
- (h) The Contractor must certify to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves, and cooperate with any state audit.
- (i) The Contractor shall submit to the Contracting Officer, a yearly evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE (once DOE has provided the Contractor with the necessary data to perform the analysis required in this paragraph).
- (j) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (k) Subcontractors performing work under this Contract on behalf of the Contractor are not covered by the provision of the Agreement referenced in (a)(1) of this clause. The Contractor shall flow-down to its subcontractors the requirement to provide statutory workers' compensation coverage for the subcontractor's employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the subcontract.
- (l) The term Contractor is defined as a Contractor Team Arrangement, consisting of the companies WCH proposed in response to the River Corridor Closure solicitation including ESHI and ILSI subcontractors. All companies included in the contractor team arrangement proposed will be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for worker's compensation.

H.7 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Site Stabilization Agreement for all construction work for DOE at the Hanford Site (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this clause, consists of a Basic Agreement dated September 10, 1984, plus an appendix, both of which may be periodically amended. The Site Stabilization Agreement is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.
- (b) This clause applies to employees performing work, under contracts (or subcontracts thereunder) administered by DOE-RL which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under Paragraph C above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other

employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:

- (1) Article VII Employment, Section 2 only;
 - (2) Article XII Non-Signatory Contractor Requirements;
 - (3) Article XIII Hours of Work, Shifts, and Overtime;
 - (4) Article XIV Holidays;
 - (5) Article XV Wage Scales and Fringe Benefits, Sections 1 and 2 only;
 - (6) Article XVII Payment of Wages-Checking In and Out, Section 3 only;
 - (7) Article XX General Working Conditions; and
 - (8) Article XXI Safety and Health.
- (e) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).
- (g) The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the Site Stabilization Agreement, including its Appendix A, may be modified by the involved parties.
- (h)
- (1) In the event of failure to comply with Paragraphs (c) (d) (e) (f) and (g) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
 - (2) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," and "Contract Termination - Debarment."
- (j) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this clause, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within

which work was performed, deductions made, and amounts for wages and other compensation covered by Paragraphs (c) (d) (e) (f) and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.

- (k) The Contractor agrees to insert the provisions of this clause including this Paragraph (k) in all subcontracts for the performance of work subject to the Davis-Bacon Act.

A copy of the Hanford Site Stabilization Agreement is located at:

<http://www.hanford.gov>

The Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are located at:

<http://www.wdol.gov>

H.8 RADIOLOGICAL DOSIMETRY SERVICES AND RECORDS, AND OCCUPATIONAL MEDICAL SERVICES AND RECORDS

- (a) The Contractor shall obtain radiological dosimetry services and occupational medical services as a mandatory Hanford Site Service for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required radiological dosimetry and occupational medical services as required by Section C.4, *Government-Furnished Services and Information (GFS/I)*.
- (b) Radiological dosimetry services are a mandatory Hanford Site Service under this Contract and are provided by the Pacific Northwest National Laboratory (PNNL). Radiological dosimetry services include: external dosimetry; in vivo measurement services; in vitro measurement services; and radiological records services. The Section I clause entitled *Access to and Ownership of Records* is implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by PNNL and are the property of DOE.
- (c) Occupational medical services are a mandatory Hanford Site Service under this Contract and are provided by the Hanford Site Occupational Medical Contractor (HSOMC). The Section I clause entitled *Access to and Ownership of Records* is implemented as follows with respect to occupational medical records: All occupational medical records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

H.9 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) "Imminent Health and Safety Hazard" is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. "Imminent Danger" in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.
- (b) Stop-Work: In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility

operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect DOE facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing from the Contracting Officer.

- (c) Shutdown: In the event of an imminent danger in relation to the Facility Safety Envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE-RL Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Section F clause entitled *FAR 52.242-15 Stop Work Order*.
- (d) Facility Representatives: DOE personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the FR believes:
 - (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

H.10 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES

- (a) The Contractor shall accept, in its own name, service of notices of violation (NOV) or alleged violations (NOAV) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
- (b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.11 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

- (a) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties," for implementing the environmental requirements at facilities within the scope of the Contract. In this clause, the term "environmental requirements" means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court

orders, consent decrees, administrative orders, or compliance agreements including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses.

- (b) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this Contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Regardless of which party to this Contract is named subject of an enforcement action for noncompliance with environmental requirements by the cognizant regulatory authority, provisions of this Contract related to allowable costs will govern liability for payment of any fine or penalty. If the named subject of an enforcement action or assessment of a fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost provisions of this Contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty).

H.12 ENVIRONMENTAL RESPONSIBILITY

- (a) Tri-Party Agreement.

The DOE, the U.S. Environmental Protection Agency Region 10 (EPA), and the Washington State Department of Ecology (Ecology) have entered into the Hanford Federal Facility Agreement and Consent Order (referred to as the Tri-Party Agreement [TPA]) to ensure compliance with the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended. The TPA sets forth certain requirements and milestones for cleanup activities at the Hanford Site. The Contractor agrees to plan and perform the work under this Contract in accordance with the TPA and achievement of current and future milestones in the TPA.

- (b) Environmental Permits.

This clause addresses the following permit scenarios where: the Contractor is the sole permittee; the Contractor and DOE are joint permittees; and multiple Contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from Federal, State, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract. Under this permit scenario, that Contractor shall make no commitments or set precedents that are detrimental to DOE or other Contractors. The Contractor shall coordinate its permitting activities with DOE, and with other Hanford Site Contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.
- (2) Contractor and DOE as Joint Permittees. Where determined appropriate by DOE, required by law, or required by applicable regulatory agencies, DOE shall

sign permits as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign Hazardous Waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor must coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. The Contractor is responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. Notification need not be in writing.

- (3) Multiple Contractors as Permittees. Where determined appropriate by DOE, in situations where multiple Contractors are operators or co-operators of operations requiring environmental permits, DOE may sign such permits as owner or co-operator and affected Contractors shall sign as operators, or co-operators. In this scenario, the Contractor must coordinate as appropriate with DOE and other Contractors affected by the permit.

- (c) Financial Responsibility.

DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by Contractor under this Contract, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

H.13 SELF-PERFORMED WORK

- (a) Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor team arrangement (as described in FAR 9.601), shall be limited collectively to not more than 40% of the contract value (defined as the sum of Target Cost plus Target Fee). This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, the remainder of the work to subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts.
- (b) At least 30% of the total contract value shall be performed by small business. Small business members of the Contractor team arrangement, as well as subcontractors selected after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.
- (c) The Contractor shall manage the team arrangement and the performance of work under this Contract to eliminate wherever possible, and mitigate where necessary, any potential conflicts of interest between the self-performed work by the Contractor team arrangement and the subcontracted work outside the Contractor team arrangement.
- (d) Reporting requirements to confirm compliance with these thresholds and limitations are described in Contract Section C.5.4 *Project Performance Information and Measurement*, Deliverable C.5.4.2 *Monthly Performance Report*.

H.14 EMERGENCY CLAUSE

- (a) The RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site, except for River Protection Project facilities, affecting site personnel, the public health, safety, the environment, or security. The Manager, Office of River Protection (ORP), or designee has the discretion to determine whether an emergency situation exists under the Waste Treatment and Immobilization Plant contract and other ORP contract areas of work that might affect RL workers. In the event that either the RL or ORP Manager or designee determines such an emergency exists, the RL Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The RL Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- (b) The Contractor shall include this clause in all subcontracts at any tier for work performed at the Hanford Site.

H.15 ADVANCE UNDERSTANDING ON COSTS

The DOE and the Contractor will, within 60 days after Contract award, reach advance understandings regarding certain costs under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. It is expected that costs covered by such advance understandings will include employee travel and relocation, corporate home office, employee compensation and benefits, and facilities capital costs of money. Generally, DOE expects the incurrence of costs to be consistent with the Contractor's corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of subpart 31.2 of FAR as supplemented by Department of Energy Acquisition Regulation (DEAR) 931.2. Advance understandings will be appended to the Contract in Section J, Attachment J-6, *Advance Agreements, Personnel, and Related Costs*.

H.16 PAYMENTS AND ADVANCES

- (a) **Payment of Fee Amounts.** Fee payments will be made by direct payment as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this Contract. No fee payments may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.
- (b) **Payments on Account of Allowable Costs.** The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (e.g., negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) **Special Financial Institution Account Use.** All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in

favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this Contract in Section J, Attachment J-7. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this Contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines the balance of such special financial institution account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

- (d) Title to Funds Advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (e) Financial Settlement. The Government will promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after:
 - (1) Compliance by the Contractor with DOE's patent clearance requirements, and
 - (2) The furnishing by the Contractor of:
 - (i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this Contract, or other credits applicable to allowable costs under the Contract;
 - (ii) A closing financial statement;
 - (iii) The accounting for Government-owned property required by the Section I clause entitled *Property*; and
 - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Contract subject only to the following exceptions:
 - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this

clause, whether in litigation or not (see also Section I clause entitled DEAR 952.231-71 *Insurance-Litigation and Claims*);

- (C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents; and
 - (D) Claims recognizable under the clause entitled, *Nuclear Hazards Indemnity Agreement*.
- (3) In arriving at the amount due the Contractor under this clause, there shall be deducted:
- (i) Any claim which the Government may have against the Contractor in connection with this Contract;
 - (ii) Deductions due under the terms of this Contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith;
 - (iii) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe;
 - (iv) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government;
 - (v) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the laws, regulations, and DOE directives clause of this Contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this Contract, unless otherwise directed by the Contracting Officer;
 - (vi) Direct Payment of Charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor therefore; and
 - (vii) Determining Allowable Costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation Subpart 31.2 and the Department of Energy Acquisition Regulation Subpart 931.2 in effect on the date of this Contract and other provisions of this Contract.

H.17 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

- (a) The Contractor shall operate and maintain a financial management system that:
- (1) Conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, and Cost Accounting Standards, except as modified by DOE requirements;
 - (2) Provides accurate, reliable, and auditable financial and statistical data on a timely basis;
 - (3) Ensures accountability for all assets;
 - (4) Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Classification (BRC) Numbers, Program Task Numbers, and local projects/tasks;
 - (5) Maintains proper funding authorization;
 - (6) Provides sufficient management controls per the Section I clause entitled *DEAR 970.5203-1 Management Controls*, and internal controls;
 - (7) Integrates and reports the financial information for subcontractors; and
 - (8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.
- (b) The Contractor shall provide monthly electronic invoices (or data supporting payments cleared financing arrangement drawdowns), and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic invoice submission, the Contractor shall provide all invoice data elements required to:
- (1) Determine that all costs invoiced by the Contractor were necessary and reasonable per the terms and conditions of the Contract. This includes, but is not limited to: invoice number, billing period, Work Breakdown Structure number, purchase order number and line item, quantity/hours, description of goods or services provided, cost type, cost categories, unit price, amount, and adders.
 - (2) Properly record all Contract costs and payments in the DOE accounting system. This includes, but is not limited to: Reporting Entity, Financial Plan, Local Organization, Fund-Code, Control Program Number (i.e., Budget and Reporting Numbers), Program Task Number, Project Baseline Summaries (PBS) numbers, the fiscal year the funds were provided, the project/task number, Object Class, sub-object classes, Other Party Identifiers, and Budget Reference Numbers for plant and equipment line item number (if applicable).
- Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the Contracting Officer or his designate.
- (c) Centralized Business Management System (BMS) services are available from the assigned provider on a cost reimbursable basis. If a determination is made that said services will not be used, the Contracting Officer shall be notified within 60 days after

Contract award. DOE reserves the right to direct utilization of Central BMS services at any time.

- (d) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

H.18 INVOICED AMOUNTS

In addition to the information required by other sections of this Contract, the Contractor shall provide incurred cost data coded in a DOE defined format via computer. This incurred cost data must be fully edited against DOE codes such as BCR codes. The Contractor shall deliver the fully edited incurred cost data to DOE on the same day the payment is requested unless directed otherwise by DOE.

H.19 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree to jointly select a "standing neutral." The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 - (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim under the Section I clause entitled *Disputes*, it must do so within 30 days of receipt of the written position from the other party.

H.20 LITIGATION MANAGEMENT PLAN

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental issues, procurement, employment, labor, and the Price-Anderson

Amendments Act. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the contractor shall provide a Litigation Management Plan (Deliverable H.20 as shown in Section C Statement of Work) compliant with 10 CFR § 719.

- (b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.21 ADMINISTRATION OF SUBCONTRACTS

- (a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE.
- (b) The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this Contract.
- (c) The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing.

H.22 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) Regarding technical data and other intellectual property, DOE may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary to complete the project, as well as the designs, operation manuals, flowcharts, software, information, etc., necessary for performance of the work, in conformance with the purpose of this Contract. Proprietary data will be protected in accordance with the limited rights data provisions of the Rights in Data-Facilities clause.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and any licenses in any third party intellectual property for operations,

remediation and closure of the facilities to DOE or such other third party as DOE may designate.

H.23 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the contract clause entitled "Privacy Act."

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-32	Gov't Motor Vehicle Operator Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-43	Personnel Security File
DOE-47	Security Investigations
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

- (b) The above list shall be revised from time to time by mutual agreement between the Contractor and the Contracting Officer as necessary to keep it current. A formal modification to the contract is not required to incorporate these revisions; but the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause entitled "Privacy Act." The revisions will be formally incorporated per the next annual contract update modification, unless added sooner by the Contracting Officer.

H.24 OTHER GOVERNMENT CONTRACTORS

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other Contractors and Government employees and carefully integrate its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE Contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.

H.25 KEY PERSONNEL

- (a) Key Personnel are considered to be essential to the work being performed on this Contract. Prior to diverting to other positions or substituting any of the specified Key individuals, or proposing them as a Key Person under another Contract, the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this Contract. No diversion

or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. Unless approved in writing by the Contracting Officer, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days. The Key Personnel list shall be amended during the course of the Contract to add or delete Key Personnel as appropriate and approved by the Contracting Officer.

- (b) Anytime the overall RCC Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$1,000,000. In addition, each time any of the other Key Personnel proposed (except the Transition Manager) are replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$500,000 for each removed or replaced individual.
- (c) The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of Key Personnel for this Contract:

Name	Position
Pat Pettiette	Project Manager
Greg Meyer	ESQH Manager
John Fulton	D4 Closure Manager
Rick Donahoe	Field Remediation Closure Manager
Ella Feist	End State and Final Closure Manager
Dennis Reese	Reactor ISS Closure Manager
Jeff James	Waste Operations Manager
Mike Fox	Project Integration Manager
Dru Butler	Regulatory Integration and Outreach Manager
Bill Shingler	Project Services Manager

H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name:	Patrick L. Pettiette
Position:	President
Company/Organization:	Washington Closure Hanford, LLC
Address:	3070 George Washington Way, Richland WA 99354
Phone:	509-372-9951
Facsimile:	509-372-9654
Email:	ppettiette@wch-rcc.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

H.27 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Regulation (DEAR) 919.70.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.28 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

The Small Business Subcontracting Plan, incorporated into this Contract as Section J, Attachment J-4, contains percentage goals for awarding of subcontracts to small business

concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. The Contractor also agrees, as a part of this Contract, to have in place, with one or more small businesses, a Mentor-Protégé program. The Contractor's performance in meeting these goals, and supporting protégé(s) in a Mentor-Protégé agreement(s), will be evaluated at the following milestones:

- End of Third Year of Contract Performance;
- End of Sixth Year of Contract Performance; and
- End of Contract.

If, at each one of these milestones, the Contractor has not met any or all of these subcontracting goals for that milestone period, or has failed to support a protégé during that period, the Contracting Officer may reduce the final fee amount by an amount up to \$3 Million for each milestone up to a total reduction of otherwise earned fee for the contract in the amount of \$9 Million. The reduction amount shall be at the unilateral discretion of the Contracting Officer. The dollar amount of each such reduction shall be a permanent reduction in the total fee paid under this contract. For the first two milestone periods, if it has been determined that the Contractor has failed to meet such goals, or failed to have a Mentor-Protégé Program, upon establishment of an appropriate fee reduction amount for that period, the ensuing provisional fee payments shall be reduced proportionally during the next milestone period until the full milestone reduction amount has been achieved. At contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with FAR 52.219 16, Liquidated Damages – Subcontracting Plan. Any reduction for failure to meet the Mentor-Protégé Program shall be in addition to any liquidated damages under FAR 52.219-16. For the purpose of implementing this clause, the percentage goals initially established in the Contractor's Small Business Subcontracting Plan will remain in effect for the duration of the contract period.

H.29 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2003)

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

H.30 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.31 RESERVED

H.32 SPECIAL VOLUNTARY RETIREMENT PROGRAM (SVRP) PAYMENT AUTHORIZATION

The Contractor, Washington Closure Hanford, LLC (WCH), is authorized to reimburse, as an allowable cost, monthly payments associated with the 1996 Special Voluntary Retirement Program (SVRP) for Mr. Theodore A. Curran and Mr. Kenneth R. Porter. The monthly payments will be equal to the enhancement portion of the SVRP. As of February 1, 1997, these amounts are \$523.66 for Mr. Curran and \$752.98 for Mr. Porter. The exact amounts are to be determined

by the Plan Administrator based on the actual retirement date and the joint and survivor annuity option as selected by the individuals. Each monthly payment will continue until: (1) the month immediately preceding the month each individual receives his first payment of an enhanced benefit from the Hanford Pension Plan; or (2) the month of his death or his spouse's death, whichever is later. The Contractor shall make such payments, as allowable costs, for the terms of the contract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable. The Department of Energy (DOE) will incorporate provisions in successor contracts for continuation of said payments as allowable costs. In the event there is no successor contractor, DOE will make such payments directly to the above individuals based on the conditions herein.

Payment of the above amounts may be found to be included as part of the Hanford Pension Plan, should the Internal Revenue Service (IRS) rule that such payments are qualified under the Hanford Pension Plan. A ruling by the IRS qualifying such payment under the Hanford Pension Plan will negate the monthly payments by WCH, successor contractors or the DOE.

SVRP Payments are excluded from both the target cost and target fee amounts and will be reimbursed on a cost, no fee basis. In addition, such costs will be excluded from all Cost Performance Incentive Fee payments and calculations under Section B and elsewhere in this contract. The contractor understands, however, that the pension cost for SVRP Payments will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section J, Attachment J-11, entitled *RCC Funding Profile*.

H.33 OTHER CONTRACTORS

The Contractor may, from time to time, provide products and/or services to and receive products and/or services from other Hanford Prime Contractors by Memoranda of Agreement (MOA). An MOA is used to establish a solid framework for providing work between Prime Contractors, to clarify the responsibilities and processes, and to create consistency among the Parties. The MOA will include standard definitions, work request elements, generalized decision analysis, and a rigorous dispute resolution process. The use of an MOA, and/or the use of any term contained within, does not create a subcontractor or supplier relationship.

Products and/or services provided to other Prime Contractors shall have no impact on contractual target cost or fee and shall not relieve the Contractor of any performance requirement of this contract.

Those products and/or services that the Prime Contractor chooses to use or those DOE directs the Prime Contractor to use for performance of this Contract, shall be costed and reimbursed under the terms of this Contract in accordance with Attachment J-13, Hanford Site Services.

When products and/or services between Prime Contractors are offered and accepted, DOE does not expect the requesting Prime Contractor to review or otherwise validate top-level crosscutting quality control, health, safety and/or environmental protection requirements mandated by the performing Contractor's prime contract. The requesting prime contractor may assume that such contract requirements, e.g., Integrated Safety Management System, Quality Program/Plan are acceptable to DOE.

The Prime Contractor requesting products and/or services, however, is responsible for oversight of requirements related to the specific work task(s) to ensure that the performing Prime Contractor delivers a product or service that will meet the requirements of the requesting Prime Contractor. When ordering products and/or services from a Prime Contractor source, the requesting Prime Contractor can use and rely on existing information from DOE or the performing Prime Contractor to develop and implement oversight protocols, using a graded approach, that are appropriate to the relevant task. The performing Prime Contractor will be expected by DOE and the requesting Prime Contractor to provide products and/or services in a manner that is

consistent with the requirements of the performing Prime Contractor's prime contract, including quality assurance, health and safety and environmental compliance requirements, and the task instructions provided by the requesting Prime Contractor. Potential conflicts, questions, and/or issues that may be unclear or otherwise confusing should be discussed and resolved by both parties in advance.

The requesting Prime Contractor is obligated to provide sufficient specifications, requirements, hazard information and unique quality, technical, safety and environmental requirements for the work to be performed. The performing Prime Contractor is expected to seek clarification of requirements that conflict with, or are greater than, its own baseline requirements.

The requesting Prime Contractor will notify the performing Prime Contractor of issues regarding the products and/or services provided by the performing Prime Contractor, including issues relative to delivery of specific products and/or services or the quality of the specific products and/or services provided. The Prime Contractors should work together to resolve these issues promptly. DOE should be promptly notified if the issue remains unresolved. For outstanding issue resolution, DOE senior management should involve the contractor principals, or designees, to quickly provide resolution.

The performing Prime Contractor should operate in accordance with the requirements of its prime contract, including but not limited to, requirements associated with environmental compliance, safety, health, and quality, in executing the specific activities identified by the requesting Prime Contractor as well as meeting any specific requirements identified and required by the requesting Prime Contractor. If meeting the requested requirements would be inconsistent with the performing Prime Contractor's prime contract with DOE, then the conflict should be brought to the attention of DOE and resolution developed prior to performance of the work.

H.34 EXCLUSIVE BENEFIT OF CONTRACTING PARTIES

This Contract and each and every term of this Contract is intended for the exclusive benefit of the Parties, and not for the benefit of any third party. Nothing contained in this Contract shall be construed to grant, vest, or create any right of action in any party not a party to this contract.

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.20	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (see full text version at end of Section I)	None
I.21	FAR 52.216-7	Allowable Cost and Payment (Dec 2002)	None
I.22	FAR 52.216-10	Incentive Fee (Mar 1997)	(e) 20, 20, 15, 0
I.23	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)	None
I.24	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.25	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2002) – Alternate II (Oct 2001)	None
I.26	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.27	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003)	(b) 0
I.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.29	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.30	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.31	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)	None
I.32	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.33	FAR 52.222-26	Equal Opportunity (Apr 2002)	None
I.34	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.35	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.36	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.36.a	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	None
I.37	FAR 52.222-41	Service Contract Act of 1965, As Amended (May 1989)	None
I.38	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	Employee Class Monetary Wage – Fringe Benefits
I.39	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) TBD
I.40	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.41	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.42	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.43	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.44	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.45	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.46	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Jun 2004) (see full text version at end of Section I)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.47	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Dec 2003)	None
1.48	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
1.49	FAR 52.227-1	Authorization and Consent (Jul 1995)	None
1.50	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
1.51	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
1.52	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	TBD/TBD
1.53	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
1.54	FAR 52.230-6	Administration of Cost Accounting Standards (Nov 1999)	None
1.55	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
1.56	FAR 52.232-17	Interest (Jun 1996)	None
1.57	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
1.58	FAR 52.232-23	Assignment of Claims (Jan 1986)	None
1.59	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
1.60	FAR 52.232-34	Payment of Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999)	(b) No later than 15 days prior to submission of the first request for payment
1.61	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
1.62	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
1.63	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
1.64	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
1.65	FAR 52.237-3	Continuity of Services (Jan 1991)	None
1.66	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
1.67	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
1.68	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
1.69	FAR 52.242-13	Bankruptcy (Jul 1995)	None
1.70	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate I (Apr 1984)	None
1.71	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
1.72	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 days. (d) 30 days.
1.73	FAR 52.244-2	Subcontracts (Aug 1998) – Alternate II (Aug 1998)	(e) TBD (k) TBD.
1.74	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
1.75	FAR 52.244-6	Subcontracts for Commercial Items (Jul 2004) (see full text version at end of Section I)	None
1.76	FAR 52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)	None
1.77	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None

ATTACHMENT J-2 DOE DIRECTIVES APPLICABLE TO THE RIVER CORRIDOR CLOSURE CONTRACT

The DOE Directives found in the following list constitute the *List B – List of Applicable Directives*, referenced in the Section I clause entitled *Laws, Regulations, and DOE Directives*. The Contractor should follow the established procedure to obtain relief from requirements of these directives where applicable.

It is anticipated during the performance of this Contract that the conditions for applicability of certain DOE Directives may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contracting Officer may determine the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise, the DOE Directive will immediately become applicable once again.

LIST B: APPLICABLE DOE DIRECTIVES

The following is an all-inclusive list of applicable DOE Directives.

*Those directives marked "Supplemented" are DOE-RL Contract Requirements Documents (CRDs) that are in addition to the DOE-Headquarters (HQ) CRDs. The RL supplemental requirements apply in addition to the DOE CRDs. Any specific clarifications or requirements do not apply unless otherwise noted.

Directive Identifier	Title	Changes
CRD O 110.3 (Supplemented Rev. 0)	Conference Management	
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	
DOE P 141.1	DOE Management of Cultural Resources	
CRD O 142.1	Classified Visits Involving Foreign Nationals	
CRD O 142.2	Safeguards Agreement and Protocol with the International Atomic Energy Agency	
CRD O 142.3 (Supplemented Rev. 0)	Unclassified Foreign Visits and Assignments	
CRD O 151.1B	Comprehensive Emergency Management System	
CRD O 200.1	Information Management Program	
CRD O 205.1 (Supplemented Rev. 1)	Department of Energy Cyber Security Management Program	
CRD M 205.1-1	Incident Prevention, Warning, and Response (IPWAR) Manual	
CRD M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual	
CRD N 205.2	Foreign National Access to DOE Cyber Systems	
CRD N 205.3	Password Generation, Protection and Use	

Directive Identifier	Title	Changes
CRD N 206.3 (Supplemented Rev. 0)	Personal Identity Proofing	
CRD O 221.1	Reporting Fraud, Waste and Abuse	
CRD O 221.2	Cooperation with the Office of Inspector General	
CRD O 225.1A	Accident Investigations	
CRD O 226.1	Implementation of Department of Energy Oversight Policy	
CRD M 231.1-1A	Environment, Safety and Health Reporting	1
CRD M 231.1-2, (Supplemented Rev. 4)	Occurrence Reporting and Processing of Operations Information	
CRD O 241.1A	Scientific and Technical Information Management	1
CRD O 251.1A	Directives System	
DOE M 251.1-1A	Directives System Manual	
CRD O 350.1	Contractor Human Resource Management Programs	1
CRD O 413.1A	Management Control Program	
CRD O 413.3	Program and Project Management for the Acquisition of Capital Assets	1
CRD O 414.1C	Quality Assurance	
CRD O 420.1A (Supplemented Rev. 1)	Facility Safety	
CRD O 425.1C (Supplemented Rev. 1)	Startup and Restart of Nuclear Facilities	
CRD O 430.1B	Real Property Asset Management	
CRD O 430.2A	Departmental Energy and Utilities Management	
CRD O 433.1	Maintenance Management Program for DOE Nuclear Facilities	
CRD O 435.1 (Supplemented Rev. 0)	Radioactive Waste Management	1
CRD M 440-1-1A, Sections 16 and 17 only (Supplemented Rev. 0)	DOE Explosives Safety Manual	
CRD O 440.1A (Supplemented, Rev. 0)	Worker Protection Management for DOE Federal and Contractor Employees	
CRD O 440.2B	Aviation Management and Safety	
CRD O 442.1A (Supplemented Rev. 1)	Department of Energy Employee Concerns Program	
CRD O 450.1	Environmental Protection Program	2
CRD O 460.1B	Packaging and Transportation Safety	
CRD O 460.2 (Supplemented Rev. 0 including specific clarification 1)	Departmental Materials, Transportation, and Packaging Management	1
CRD M 460.2-1	Radioactive Material Transportation Practices Manual	

Directive Identifier	Title	Changes
CRD O 470.1, Except CRD Chapters III and VI (Supplemented Rev. 1)	Safeguards and Security Program	1
CRD M 470.1-1	Safeguards and Security Awareness Program	
CRD O 470.2B (Supplemented Rev. 2)	Independent Oversight and Performance Assurance Program	
CRD M 470.4-6 (Supplemented Rev. 0)	Nuclear Material Control and Accountability	
CRD O 471.1A (Supplemented Rev. 0)	Identification and Protection of Unclassified Controlled Nuclear Information	
CRD O 471.2A	Information Security Program	
CRD O 471.3 (Supplemented Rev. 1)	Identifying and Protecting Official Use Only Information	
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	
CRD O 471.4	Incidents of Security Concern	
CRD O 472.1C	Personnel Security Activities	
CRD O 473.1	Physical Protection Program	
CRD M 473.1-1 (Supplemented Rev. 0)	Physical Protection Program Manual	
CRD N 473.9	Security Conditions	
CRD O 534.1B	Accounting	
CRD O 551.1B (Supplemented Rev. 0)	Official Foreign Travel	
CRD M 573.1-1	Mail Services User's Manual	
DOE O 5400.5	Radiation Protection of the Public and the Environment	2
CRD 5480.19 (Supplemented Rev. 3)	Conduct of Operations Requirements for DOE Facilities	2
CRD O 5480.20A	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1
DOE/RL-0223	RL Emergency Implementing Procedures	
DOE/RL-96-68, Rev. 2	Hanford Analytical Services Quality Assurance Requirements Documents	
DOE/RL-94-02, Rev. 2	Hanford Emergency Management Plan	
Final DOE/RL, Rev. 1-2002-12, dated September 2001	Hanford Site Radiological Health and Safety Manual	
SCSP, July 5, 2005	Site Counterintelligence Support Plan	