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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 4 | |
| 2. AMENDMENT/MODIFICATION NO. 0421 | | 3. EFFECTIVE DATE See Block 16C | | 4. REQUISITION/PURCHASE REQ. NO. | |
| 6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352 | | CODE 00603 | | 5. PROJECT NO. (If applicable) | |
| | | 7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352 | | CODE 00603 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON RIVER PROTECTION SOLUTIONS LLC Attn: BRIAN THOMAS C/O URS ENERGY & CONSTRUCTION, INC. PO BOX 73 / 720 PARK BLVD BOISE ID 837290073 | | (X) | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | X | | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800 | |
| | | | | 10B. DATED (SEE ITEM 13) 05/29/2008 | |
| CODE 806500521 | | 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 must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes - Cost Reimbursement (AUG 1987) |
| | D. OTHER (Specify type of modification and authority) |

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

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

The purpose of this modification is to update Contract Section H.2, Employee Compensation: Pay and Benefits, to incorporate changes due to HQ memo regarding The Ben Val System from Secretary of Energy Ernest J. Moniz, to DOE Contractors and Respective Labor Unions, dated, June 21, 2016, at no cost to the government. See continuation pages for further detail.

Payment:

OR for ORP

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge TN 37831

Period of Performance: 06/20/2008 to 09/30/2018

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

| | | | |
|---|--|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Katie Downing, Contracts Mgr | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wade E. Hader | |
| 15B. CONTRACTOR/OFFEROR [Signature] | | 16B. UNITED STATES OF AMERICA [Signature] | |
| 15C. DATE SIGNED 1/25/17 | | 16C. DATE SIGNED 26 Jan 2017 | |

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Continuation of Block 14. Description of Amendment/Modification

1. Contract Section H.2, Employee Compensation: Pay and Benefits, (h)(5) is being revised at no cost to the government to include “other than those listed in (a)(5).” The change is as follows.

FROM:

Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer’s approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.

TO:

Cost reimbursement for pension and other benefit plans identified in paragraph (a), other than those listed in (a)(5), sponsored by the Contractor will be based on the Contracting Officer’s approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.

2. Contract Section H.2, Employee Compensation: Pay and Benefits (m)(4)(a) The Rocky Flats Employee Welfare Trust table is being revised at no cost to the government to add “Security Protection Officers (SPO) hourly retirees & eligible dependents” in the last block under “Medical Plans Insured and Self Insured.” The change is as follows.

FROM:

| Medical Plans Insured and Self Insured | Basic and Sup Life Insurance | Vision Coverage | COBRA Medical Coverage | COBRA Dental Coverage | Displaced Worker Medical |
|---|---|------------------------------|--|---|---|
| Salaried retirees and eligible dependents | Salaried retirees | Retired SPO hourly employees | Terminated Salaried and eligible dependents | Retired and Terminated Salaried employees and eligible dependents | Laid-off Salaried employees not eligible to retire |
| United Steelworkers of America (USWA) hourly retirees and eligible dependents | Retired USWA hourly employees | | Terminated USWA hourly employees and eligible dependents | Retired and Terminated USWA employees and eligible dependents | Laid-off USWA hourly employees not eligible to retire |
| Salaried participants on Long Term Disability | Retired SPO hourly employees | | Terminated SPO hourly employees and eligible dependents | Retired and Terminated SPO hourly employees and eligible dependents | Laid-off SPO hourly employees not eligible to retire |
| | Salaried participants on Long Term Disability | | | | |

TO:

| Medical Plans Insured and Self Insured | Basic and Sup Life Insurance | Vision Coverage | COBRA Medical Coverage | COBRA Dental Coverage | Displaced Worker Medical |
|---|---|------------------------------|--|---|---|
| Salaried retirees and eligible dependents | Salaried retirees | Retired SPO hourly employees | Terminated Salaried and eligible dependents | Retired and Terminated Salaried employees and eligible dependents | Laid-off Salaried employees not eligible to retire |
| United Steelworkers of America (USWA) hourly retirees and eligible dependents | Retired USWA hourly employees | | Terminated USWA hourly employees and eligible dependents | Retired and Terminated USWA employees and eligible dependents | Laid-off USWA hourly employees not eligible to retire |
| Salaried participants on Long Term Disability | Retired SPO hourly employees | | Terminated SPO hourly employees and eligible dependents | Retired and Terminated SPO hourly employees and eligible dependents | Laid-off SPO hourly employees not eligible to retire |
| Security Protection Officers (SPO) hourly retirees & eligible dependents | Salaried participants on Long Term Disability | | | | |

3. Contract Section H.2, Employee Compensation: Pay and Benefits, (o)Rocky Flats' Workers' Compensation Insurance Plans Reporting Deliverables, is being revised at no cost to the government to reformat the table to include a column for Electronic Copies and Paper Copies then added a "1" in each block for copies and delete the empty row. The change is as follows.

FROM:

| Item | Frequency | Copies | Recipient |
|--|-----------|--------|-----------|
| Insurance Company's Annual Premium Adjustment for the Government Rating Plan | Annual | 3 | CO |
| | | | |
| Claims Reserve Status Report for CCIP | Annual | 3 | CO |
| Review of cost containment strategies and results | Annual | 3 | CO |

TO:

| Item | Frequency | Electronic Copies | Paper Copies | Recipient |
|--|-----------|-------------------|--------------|-----------|
| Insurance Company's Annual Premium Adjustment for the Government Rating Plan | Annual | 1 | 1 | CO |
| Claims Reserve Status Report for CCIP | Annual | 1 | 1 | CO |
| Review of cost containment strategies and results | Annual | 1 | 1 | CO |

All other terms and conditions remain unchanged.

ATTACHMENT

Replacement Pages

Total: Two (4) pages including this cover page

- Contract Section H.2, *Employee Compensation: Pay and Benefits*, pages H-6, H-15 and H-19

(h) Pension and Other Benefit Programs

- (1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans and Legacy Plans identified in paragraphs (a)(4) and (5).
- (2) The Legacy Plans shall be managed and administered separately from the HSPP, HSSP, HEWT, and Market-Based Plans in a manner so as to preserve the Legacy Plans' separate and distinct identities.
- (3) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.
- (4) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans, identified in paragraph (a) above, that increase costs or are contrary to Departmental policy, as communicated by the Contracting Officer, or other written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the Contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy, as communicated by the Contracting Officer or other written instruction.
- (5) Cost reimbursement for pension and other benefit plans identified in paragraph (a), other than those listed in (a)(5), sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.
- (6) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs.
 - (i) Separate Ben-Val studies are required every two years for all plans identified in paragraph (a), other than those listed in (a)(5). A Ben-Val is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address postretirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized

- (2) Based upon the desire of CH2M Hill Mound, Inc. ("Mound") to transfer sponsorship, management and administration of certain pension and PRB plans from Mound pursuant to contract DE-AC24-03OH20152 to CH2M Hill Hanford Group, Inc., through Modification M141 the Department of Energy further authorized CH2M Hill Hanford Group, Inc. to support the transfer of, and accept sponsorship and responsibility for, the management and administration of the Mound pension and PRB plans described below.
- (3) Upon transfer of sponsorship, management and administration responsibilities, the Contractor shall manage and administer the Rocky Flats and Mound Pension and PRB Plans in accordance with all applicable laws, regulations, DOE Directives and in accordance with the provisions and requirements of this Contract.
- (4) The Rocky Flats benefits transferred to CH2M Hill Hanford Group, Inc., pursuant to Modification 126 and therefore transferred to the TOC are as follows:

(a) Rocky Flats Employee Welfare Trust. Benefits covered under this multiple employer welfare agreement include:

| Medical Plans Insured and Self Insured | Basic and Sup Life Insurance | Vision Coverage | COBRA Medical Coverage | COBRA Dental Coverage | Displaced Worker Medical |
|---|---|------------------------------|--|---|---|
| Salaried retirees and eligible dependents | Salaried retirees | Retired SPO hourly employees | Terminated Salaried and eligible dependents | Retired and Terminated Salaried employees and eligible dependents | Laid-off Salaried employees not eligible to retire |
| United Steelworkers of America (USWA) hourly retirees and eligible dependents | Retired USWA hourly employees | | Terminated USWA hourly employees and eligible dependents | Retired and Terminated USWA employees and eligible dependents | Laid-off USWA hourly employees not eligible to retire |
| Salaried participants on Long Term Disability | Retired SPO hourly employees | | Terminated SPO hourly employees and eligible dependents | Retired and Terminated SPO hourly employees and eligible dependents | Laid-off SPO hourly employees not eligible to retire |
| Security Protection Officers (SPO) hourly retirees & eligible dependents | Salaried participants on Long Term Disability | | | | |

- (b) Rocky Flats Multiple Employer Pension Plan. This master plan covers two separate defined benefit plans for salaried retirees and USWA retirees.
- (c) Kaiser-Hill Retirement Plan for Hourly Plant Protection Employees. This defined benefit plan covers SPO retirees.

- (5) The Mound benefits transferred to CH2M Hill Hanford Group, Inc., pursuant to Modification 141 and therefore transferred to the TOC are as follows:

Officer. The following Rocky Flats and Mound Pension and PRB Plans deliverables will be provided to the DOE Office of River Protection (ORP) Contracting Officer:

| Item | Frequency | Electronic Copies | Paper Copies | Recipient |
|--|-----------|-------------------|--------------|-----------|
| Investment Performance Review | Quarterly | 1 | 1 | CO |
| Investment Committee Meeting Minutes | Quarterly | 1 | 1 | CO |
| Cost Management/Status Report | Quarterly | 1 | 1 | LM/CO |
| Investment Performance Self-Assessment | Annually | 1 | 1 | CO |
| ERISA Filings – Form 5500s and attachments | Annually | 1 | 1 | CO |
| FAS 87/106 Reports and Updates | Annually | 1 | 1 | CFO&CO |
| Pension and PRB Budget Data | Annually | 1 | 1 | CFO&CO |
| Actuarial Valuation Reports | Annually | 1 | 1 | CO |
| Funding Notices | Annually | 1 | 1 | CO |

(o) Rocky Flats' Workers' Compensation Insurance Plans Reporting Deliverables

The Contractor shall provide the following Rocky Flats' Workers' Compensation Insurance Plans reporting deliverables to the DOE Office of River Protection (ORP) Contracting Officer (CO) and any other reports as required by the Contracting Officer:

| Item | Frequency | Electronic Copies | Paper Copies | Recipient |
|--|-----------|-------------------|--------------|-----------|
| Insurance Company's Annual Premium Adjustment for the Government Rating Plan | Annual | 1 | 1 | CO |
| Claims Reserve Status Report for CCIP | Annual | 1 | 1 | CO |
| Review of cost containment strategies and results | Annual | 1 | 1 | CO |

H.3 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor of the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSSP), Hanford Employee Welfare Trust (HEWT), Market-Based Plans and Legacy Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, and becomes responsible for management, and administration of the Market-Based Plans and Legacy Plans, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer.