

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
--	---	----------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6)
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Washington River Protection Solutions LLC P.O. Box 73 720 Park Blvd Boise, ID. 83729-0001	<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11)	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-08RV14800 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) May 29, 2008
CODE 4UWU0 FACILITY CODE		

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: I.103 – FAR 52.243-2 – Changes – Cost Reimbursement (AUG 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

See the following page(s)

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

15A. NAME AND TITLE OF SIGNER (Type or print) Mike Armstead Contract Manager, WRPS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph C. Poniatowski, Contracting Officer
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 9/16/08
16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 9/17/08

The following changes are made as Modification M002 to Contract No. DE-AC27-08RV14800 with replacement pages or revised attachments provided as indicated below. Changes on replacement pages are identified with a vertical line in the right margin.

Section C

- Replace Section C page C-59
 - add “For the purposes of calculating deliverable due dates, the Notice to Proceed date is July 3, 2008.”

Section H

Replace existing Section H in it's entirety with the attached revised Section H. The following specific changes are noted:

- Replace page H-i and H-ii with updated pages H-i and H-ii
 - change H.43 to “reserved”
 - add “H.44 Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management”
- Replace page H-2,
 - add “and Rocky Flats Workers’ Compensation Insurance Plans”;
 - change “p” to “P”
- Replace page H-8,
 - delete “continue to”;;
 - delete “continue”, change “participation” to “participate”
- delete “(n) Reporting for Legacy Plans” in it's entirety on page H-9 and replace with revised (n) – (p) noted on revised pages H-9 – H-13.
- Replace page H-20, with revised page H-24
 - delete “Kim Hauer” and replace with “Mark Lindholm”;
 - delete “Bradley Bowan Work Area Project Manager, Supplemental Treatment and “Thomas Logan Work Area Project Manager, Early LAW”
- Replace page H-44, with revised page H-48
 - delete “H.43 ENVIRONMENTALLY PREFERABLE PURCHASING FOR DESKTOP OR LAPTOP COMPUTERS OR MONITORS When the contract requires the specification or delivery of desktop or laptop computers or monitors in a DOE facility, the Contractor shall specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE (Institute of Electrical and Electronics Engineers, Inc.) 1680-2006 Standard, provided such products are available, are life-cycle cost efficient, and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net.” and replace with “Reserved”
 - add clause “H.44 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTAION MANAGEMENT
The contractor shall support DOE’s energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings as defined in the Department of Energy’s Transformational Energy Action Management (TEAM) initiative, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall create, maintain and update a plan for achieving site-specific energy efficiency goals and objectives. The plan shall consider

all potential sources of funds, in the following order: 1) the maximum use of private sector, third-party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

In support of the goals of the Department of Energy's Transformational Energy Action Management (TEAM) initiative, and the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, the contractor shall provide full and open access to the maximum extent practicable to DOE contracted Energy Service Companies (ESCOs) under Energy Savings Performance Contracts (ESPCs), facilitate on-site assessments of opportunities to improve the Site's energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and assist in the monitoring and execution of ESPC projects."

Section I

- Replace page I-1,
 - change "2005" to "2007", "Nov 2006" to "Sep 2007", and "Jun 2006" to "Jul 2004"
- Replace page I-2,
 - change "Oct 2001" to "Nov 2007"
- Replace page I-3,
 - delete clause "FAR 52.222-17 Labor Standards for Construction Work – Facilities Contracts (Feb 1988)" and replace with Reserved;
 - change "Apr 2002" to "Mar 2007", "Dec 2001" to "Sep 2006", "Jul 2005" to Nov 2007", "Apr 2006" to "Aug 2007", and "May" to "Mar"
- Replace page I-4,
 - add clause "I.65a; FAR 52.223-16, IEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) Alt I (Dec 2007); None";
 - change "Nov 2006" to "Aug 2007", and "Aug 1996" to "Dec 2007"
- Replace page I-5,
 - change "Aug 1998" to "Jun 2007", "Jan 2006" to "Jun 2007", "Sept 2006" to "Mar 2007";
 - delete "FAR 52.245-5 Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contracts) (May 2004)" and add "FAR 52.245-1 Government Property (Jun 2007) Alternate I (Jun 2007)"
- Replace page I-6,
 - change "Dec 2000" to "Jun 2007"
- Replace page I-7,
 - change "Dec 2000" to Jun 2007"
- Replace page I-8 – I-10

- change as a result of formatting page formatting
- Replace page I-11,
 - change "MAY" to "MAR"
- Provide the following changes in 10 CFR 707 which is invoked by DEAR 970.5223-4: 1) the definition of Testing Designated Positions now includes all contractor personnel with security clearances; 2) the percent of personnel to be randomly tested on an annual basis has been decreased from 50% to 30%, and 3) a Workplace Substance Abuse Program plan or revision should be submitted within 30 days from receipt of this notice. See DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites clause. Applicants for TDPs are also subject to drug testing.

Section J

- Replace page J-1,
 - Change "N/A" to "0" and "1" to "5"
 - change "0" to "1" and "37" to "48"
- Replace Attachment J.2 page J.2-1,
 - add "(Including DOE-STD-3009 CN3, DOE-STD-1186, & DOE-STD-1189)"
- Replace Attachment J.2 page J.2-5,
 - add "A";
 - "Chg 1";
 - add "DOE O 150.1 Continuity Programs"
- Replace Attachment J.2 page J.2-6,
 - add "DOE 153.1 Departmental Radiological Emergency Response Assets";
 - delete "DOE O 153.2 Connectivity to National Atmospheric Release Advisory Center (NARAC)";
 - delete "DOE M 205.1-1 Incident Prevention, Warning, and Response (IPWAR) Manual";
 - delete "DOE M 205.1-2 Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices and Related Hardware Manual (S/RID)";
 - change "3" to "4";
 - add "DOE N 206.5 Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information";
 - add "A";
 - add "A";
 - add "A" and "Implementation of";
 - add "DOE O 243.1 Records Management Program";
 - add "DOE 243.2 Vital Records";
 - add "Chg 1";
 - change "A" to "B";
 - add "A", delete "Chg 3"

- Replace Attachment J.2 page J.2-7,
 - add "A";
 - add "Chg 1";
 - add "DOE O 475.2 Identifying Classified Information";
 - delete "A", add "B";
 - delete "B", and "C";
 - delete "DOE O 580.1 Chg 1 DOE Personal Property Management Program";
 - add "Chg 1"
- Replace Attachment J.2 page J.2-8
 - delete "DOE O 5530.3, Chg1 Radiological Assistance Program";
 - delete ", Chg 1";
 - add "Rev 1";
 - add "ANSI/ISA-84.00.01 (ANSI 2004) Functional Safety: Safety Instrumented Systems for the Process Industry Sector"
- Add Section J Attachment J.8 Advanced Understanding of Costs
- Replace Section J Attachment J.10 Wage Determinations – Service Contract Act (SCA) and Davis Bacon Act with revised Attachment J.10

The effects of the above changes on Contract Cost, technical performance, and schedule shall be assessed and identified in accordance with I.103.

Table C.5, Summary of Contract Deliverables

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.2.1.1-1	Transition Plan	Approve	5 days	10 days after contract Notice to Proceed
C.2.1.1-2	Statement of Material Differences	Approve	30 days	60 days after contract Notice to Proceed
C.2.1.1-3	Transition Status Reports	Information	N/A	Weekly during Transition
C.2.1.1-4	Transition Agreement	Approve	15 days	75 days after contract Notice to Proceed
C.2.1.3-1	Administrative Interface Agreement with the Analytical Services Production Contractor	Information	N/A	60 days after contract Notice to Proceed with updates as required
C.2.2.1-1	Integrated SST Retrieval Plan	Approve	30 days	180 days after contract Notice to Proceed with annual updates
C.2.2.2-1	Integrated SST Waste Management Area Closure Plan	Approve	30 days	180 days after contract Notice to Proceed with annual updates
C.2.3.1-1	River Protection Project System Plan	Approve	30 days	180 days after contract Notice to Proceed with updates as required
C.2.3.1-2	Integrated Waste Feed Delivery Plan	Approve	30 days	180 days after contract Notice to Proceed with annual updates
C.2.3.1-3	WTP Facility Transition Plan	Approve	30 days	Upon completion of certification of WTP Cold Commissioning with updates as required
C.2.3.1-4	WTP LAW/BOF/LAB Facility Transition Plan	Approve	30 days	Upon completion of certification of WTP LAW/BOF/LAB Cold Commissioning with updates as required

² All days refer to calendar days. For the purposes of calculating deliverable due dates, the Notice to Proceed date is July 3, 2008.

³ Number of calendar days for DOE-ORP to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE-ORP comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE-ORP review, approval, and/or certification action.

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

H.1	WORKFORCE TRANSITION.....	1
H.2	EMPLOYEE COMPENSATION: PAY AND BENEFITS.....	1
H.3	POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS.....	13
H.4	NO THIRD PARTY BENEFICIARIES	14
H.5	OVERTIME CONTROL PLAN	14
H.6	LABOR RELATIONS.....	15
H.7	COLLECTIVE BARGAINING AGREEMENTS.....	15
H.8	INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR SUBCONTRACTORS TO PARTICIPATE IN THE PLANS.....	15
H.9	DETERMINATION OF APPROPRIATE LABOR STANDARDS	16
H.10	IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT	16
H.11	WORKFORCE RESTRUCTURING	18
H.12	WORKERS' COMPENSATION.....	19
H.13	ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA).....	21
H.14	ADVANCE UNDERSTANDING ON COSTS	22
H.15	KEY PERSONNEL	22
H.16	RADIOLOGICAL SITE SERVICES AND RECORDS, AND OCCUPATIONAL MEDICINE SERVICES AND RECORDS	24
H.17	STOP-WORK AND SHUTDOWN AUTHORIZATION.....	25
H.18	ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES.....	26
H.19	ENVIRONMENTAL RESPONSIBILITY.....	27
H.20	SELF-PERFORMED WORK.....	30

H.21	EMERGENCY CLAUSE.....	30
H.22	FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS.....	31
H.23	PAYMENTS AND ADVANCES	32
H.24	ALTERNATIVE DISPUTE RESOLUTION (ADR)	35
H.25	LITIGATION SUPPORT	36
H.26	ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS.....	36
H.27	DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE	37
H.28	PRIVACY ACT SYSTEMS OF RECORDS.....	37
H.29	RESPONSIBLE CORPORATE OFFICIAL.....	38
H.30	MENTOR-PROTÉGÉ PROGRAM	39
H.31	LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006).....	39
H.32	COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS	39
H.33	SEPARATE CORPORATE ENTITY	39
H.34	PERFORMANCE GUARANTEE AGREEMENT	40
H.35	WITHDRAWAL OF WORK	40
H.36	USE OF DOE FACILITIES.....	40
H.37	INFORMATION	41
H.38	PARENT ORGANIZATION SUPPORT.....	42
H.39	ACCESS TO DOE-OWNED OR -LEASED FACILITIES	43
H.40	ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS).....	44
H.41	HANFORD SITE RECREATION POLICY.....	45
H.42	HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX	45
H.43	<i>RESERVED</i>	48
H.44	EXECUTIVE ORDER 13423, STRENGTHING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT	48

H.1 WORKFORCE TRANSITION

(a) Incumbent Employees Hiring Preferences

The Contractor shall use the *Transition Period* to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six (6) months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees (as defined in paragraph (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*. The hiring preference does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

(b) Employee Pay

The Contractor shall provide equivalent pay to employees receiving a hiring preference as compared to pay provided by the predecessor contractor for substantially equivalent duties and responsibilities for at least the first year of the term of the Contract.

H.2 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Background on Benefit Plans

- (1) The Hanford Site Pension Plan (HSPP) is a multi-employer pension plan which includes three (3) separate benefit structures under the Plan: two (2) for bargaining unit employees and one (1) for non-bargaining unit employees (exempt and nonexempt). The HSPP covers eligible employees of certain U.S. Department of Energy (DOE) Hanford prime contractors and subcontractors. The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.
- (2) The Hanford Site Savings Plans (HSSPs) cover eligible employees of certain DOE Hanford prime contractors and subcontractors. The HSSPs includes three (3) separate plans: two (2) plans for bargaining unit employees and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.
- (3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.
- (4) The Contractor is required in paragraph (m) to offer a market-based package of retirement and medical benefits to Non-Incumbent Employees (as defined in

paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."

- (5) CH2M HILL Hanford Group, Inc. (CH2M HILL), under Contract No. DE-AC27-99RL14047, has assumed responsibility for sponsorship, management, and administration of certain pension and welfare benefit plans previously maintained by the Kaiser-Hill Company, L.L.C., for operations at Rocky Flats under Contract No. DE-AC27-99RL14047. The Rocky Flats plans are: the *Rocky Flats Multiple Employer Pension Plan*, *Kaiser-Hill Retirement Plan for Hourly Plant Protection Employees*, *Rocky Flats Employee Welfare Trust*, and *Rocky Flats Workers' Compensation Insurance Plans*.

It is anticipated that CH2M HILL Hanford Group, Inc. (CH2M HILL), under Contract No. DE-AC27-99RL14047, will assume responsibility for sponsorship, management, and administration of certain pension and other benefit plans that currently are maintained by CH2M Hill Mound, Inc., under the Miamisburg Closure Project, Contract No. DE-AC24-03OH20152.

These plans from other DOE closure sites are identified as "Legacy Plans."

- (b) Incumbent Employees for the purposes of this Contract are employees who:

- (1) Based on prior employment and under the terms of the HSP, HSSP and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*):
- (i) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSP and accrue Benefit Service as defined in the HSP; and/or,
- (ii) Are eligible to participate with respect to the HSSP or HEWT; and
- (2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

- (c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that Plan(s) for the purposes of this Contract.

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of Contract award a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(e) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system *Self-Assessment Plan* consistent with FAR 31.205-6 and DEAR 970.3102-05-6, *Compensation for Personal Services* ("Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented *Human Resources Compensation Plan* as approved by the Contracting Officer.

(f) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(g) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An *Annual Contractor Salary-Wage Increase Expenditure Report* to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list of the top five (5) most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
- (3) An *Annual Report of Contractor Expenditures for Employee Supplemental Compensation* through the DOE Workforce Information System (WFIS), compensation and benefits module no later than March 1 of each year.

- (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study (Ben-Val) and the Employee Benefits Cost Study as described in paragraph (i).

(h) Cash Compensation

- (1) The Contractor shall establish pay programs for employees.
- (2) The Contractor shall submit the following information to the Contracting Officer for determination of cost allowability for reimbursement for cash compensation under the Contract:
 - (i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Total Compensation System.
 - (ii) Any proposed major compensation program design changes prior to implementation.
 - (iii) An *Annual Compensation Increase Plan* (CIP).
 - (iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and or payments under an Executive Incentive Compensation Plan.
 - (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

Contracting Officer approval of individual compensation actions will be required only for the top five (5) most highly compensated employees, or others as identified by the Contracting Officer.

- (3) Subject to the Hanford Site Severance Pay Plans, severance pay is not payable to an employee under this Contract if the employee:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered comparable employment with a successor/replacement contractor,
 - (iii) Is offered comparable employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (4) Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost reimbursement contract.

(i) 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) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (5) 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.
- (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 as part of its performance self assessment described in paragraph (g)(4) and in calculating the cost of benefits under existing benefit plans. 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.
 - (i) Separate Ben-Val studies are required every two years for all plans identified in paragraph (a). 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 comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement 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 and Contracting Officer approved survey sources; and,
 - (ii) Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved, broad based, national survey.

- (7) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer.
- (8) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5 %, and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
- (9) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
- (10) The Contractor shall submit a separate Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year for each of the plans identified in paragraph (a) via the DOE WFIS Compensation and Benefits Module no later than March 1 of the current calendar year. The cost of each Legacy Plan shall be separate and distinct from other information required by the Report.
- (11) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.
- (12) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (13) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.
- (14) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.
- (15) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.
- (16) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of each plan's Investment Performance Self-Assessment.

- (17) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.
- (j) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented, shall be maintained consistent with the requirements of the Internal Revenue Code and *Employee Retirement Income Security Act*.
- (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.
- (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
- (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for current service not previously paid through a DOE cost reimbursement contract.
- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following within nine (9) months of the last day of the current pension plan year:
- (i) Copies of IRS 5500 forms, with schedules; and
- (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
- (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented *Human Resources Compensation Plan* and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
- (i) For proposed changes to pension plans and pension plan funding, the Contractor shall provide an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
- (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

- (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

(k) Benefits for Incumbent Employees under the HSPP and HSSP

- (1) The Contractor shall allow individuals who are Incumbent Employees to continue to accrue credit under the HSPP and to participate in the HSSP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (2) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

(l) Benefits for Incumbent Employees under the HEWT

- (1) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
- (2) The Contractor shall in a timely manner supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

(m) Pension and Other Benefits for Non-Incumbent Employees

- (1) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are not Incumbent Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.
- (2) The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, applicable FAS data, and other reports as required by the Contracting Officer for eligible employees with respect to this Contract.
- (3) Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31.205-6 and DEAR 970.3102-05-6.

(n) Sponsorship, Management and Administration Of Rocky Flats and Mound Pension and Post Retirement Benefit (PRB) And Other Plans

- (1) On 9-20-2006, the CH2M Hill Hanford Group, Inc., and DOE executed Modification M126 to their Contract, which sets forth the terms and conditions under which DOE authorized CH2M Hill Hanford Group, Inc., to support the transfer of, and accept sponsorship and responsibility for, the management and administration of the Rocky Flats pension and PRB plans described below from Kaiser-Hill Company, L.L.C.
- (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
	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:

Benefit Plan	CH2M Hill Mound, Inc. Employees' Pension Plan (defined benefit)	CH2M Hill Mound, Inc. Retiree Health Plan (self insured)	CH2M Hill Mound, Inc. Salaried Health Plan (self insured)	Retiree Life Insurance	Salaried Employees' Disability Plan (pre 10/01/97) (self insured)	Hourly Employees' Disability Plan (self insured)	Salaried Health, Cobra & Displaced Worker Health Coverage	Hourly COBRA & Displaced Worker Health Coverage	Hourly COBRA & Displaced Health Coverage
Plan ID	PIN: 002	SPD 502	SPD 513	SPD 501	SPD 504	SPD 505	SPD 513	SPD 502	SPD 512
Eligible Employees	All vested and retired hourly and salaried employees employed 10/01/88 or later	All hourly T&PD & retirees; salaried T&PD & retirees 10/01/97 and prior	Salaried retirees after 10/01/97	Hourly T&PD & retirees; Salaried retirees; Salaried T&PD 10/01/97 and prior	Salaried approved T&PD 10/01/97 and prior	Hourly Approved T&PD	Participants whose coverage terminates	Participants whose coverage terminates	Participants whose coverage terminates
Current TPA	Wells Fargo, Trustee	Mutual of Omaha Group GMSI-2D15	United Healthcare Group 703733	Standard Insurance Company	ABS Payroll Standard Insurance Company determines continued eligibility; CH2M Benefits administrators	ABS Payroll Standard Insurance Company determines continued eligibility; CH2M Benefits administrators	Harrington Benefit Services	Mutual of Omaha	United Healthcare Group 703733

- (6) **ADMINISTRATION OF ROCKY FLATS WORKERS' COMPENSATION INSURANCE PLANS** The Contractor is responsible for (1) the administration, management and settlement of open claims, and (2) claims for incurred but not reported (IBNR) losses at the time of the transfer, under the terms and conditions of the insurance policies and risk financing arrangements listed as follows:

(a) Government Ratings Plans (GRP)

Contractor	Carrier	Policy Number	Policy Term
Dow Chemical	St. Paul Travelers	20431940	2/26/51-6/30/75
Rockwell International	St. Paul Travelers	133T8519	7/1/75-12/31/89
EG&G	Liberty Mutual	WC2-611-004234-01-93	1/1/90-1/1/94
JA Jones	St. Paul Travelers	199T0407	10/1/87-7/31/95
Swinerton & Walberg	St. Paul Travelers	143T9109	11/30/75-11/30/87
Wackenhut Services	Wausau	311-0-91482	8/1/90-8/1/94

(b) Contractor Controlled Insurance Program (CCIP)

Contractor	Carrier	Policy Number	Policy Term
Kaiser-Hill	AIG	WC8426100	7/1/95-7/1/96
Kaiser-Hill	AIG	WC8430734	7/1/96-7/1/97
Kaiser-Hill	Reliance National In Liquidation	NWA1351551	7/1/97-10/1/00
Kaiser-Hill	Pinnacol Assurance	4034000	10/1/00-12/31/05

Upon transfer of management and administration responsibilities, the Contractor shall manage and administer the Rocky Flats' Workers' Compensation Insurance Plans in accordance with all applicable laws, regulations, DOE Directives and in accordance with the provisions and requirements of this Contract

These plans shall be managed and administered separately from the workers' compensation process identified in Section H.12, Workers Compensation, so as to preserve the plans' separate and distinct legal identities.

(o) Rocky Flats and Mound Pension and PRB Plans Reporting Deliverables

The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, FAS 87 and FAS 106 data and other reports as required by the Contracting 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	CO
Investment Performance	Annually	1	1	CO

Self-Assessment				
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

(p) 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	Copies	Recipient
Insurance Company's Annual Premium Adjustment for the Government Rating Plan	Annual	3	CO
Actuarial Valuation for the CCIP for known claims	Annual	3	CO
Claims Reserve Status Report for CCIP	Annual	3	CO
Review of cost containment strategies and results	Annual	3	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.
- (b) If this Contract expires or terminates without a contract with a new contractor under which the new contractor becomes a sponsor of the HSPP, HSSP, 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, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding all of the plans as defined in

paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract at the time of Contract Completion:

- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, the Contractor shall remain the sponsor of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and other benefits under the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, including but not limited to continued sponsorship of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.4 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.5 OVERTIME CONTROL PLAN

Notwithstanding any other provision in this Contract, if the aggregate overtime premium pay as a percent (%) of base salary exceeds 2% for non-represented employees or 10% for represented employees, the Contractor shall submit to the Contracting Officer separate annual *Overtime Control Plans* in accordance with the Section I Clause entitled, *FAR 52.222-2, Payment for Overtime Premiums*.

H.6 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision there to and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and state labor relations laws.
- (d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required by the Contracting Officer.

H.7 COLLECTIVE BARGAINING AGREEMENTS

The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure continuity of services. All such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this Clause in any subcontracts for protective services or other services performed on the U.S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

H.8 INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR SUBCONTRACTORS TO PARTICIPATE IN THE PLANS

- (a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension and other benefits for Incumbent Employees as defined in paragraph (b)(2) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*. The Contractor shall submit its proposed agreement to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F Clause entitled, *Period of Performance*.
- (b) The Contractor shall flow down to all subcontractors that are subject to the agreement in paragraph (a) of this Clause the requirements of paragraphs (g)(3) and (4), (i), (j), (k), and (l) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, and paragraphs (a) and (b) of the Section H clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (c) For the purpose of determining allowability of costs, the Contractor shall not take any action that would result in the change of status of an Incumbent Employee with respect to Plans identified in paragraphs (a) and (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, without the prior written approval of the Contracting Officer.
- (d) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

H.9 DETERMINATION OF APPROPRIATE LABOR STANDARDS

- (a) The U.S. Department of Energy (DOE) will determine the appropriate labor standards that apply to work activities in accordance with the *Davis-Bacon Act* or other applicable labor law. When requested by DOE, the Contractor shall provide the Contracting Officer the information in the form and timeframe required by DOE, as may be necessary for DOE to render a determination on Contracts in excess of \$2,000 for construction, alteration, or repair, including painting and decorating, of public buildings and public works that involve the employment of laborers and mechanics.
- (b) Once a determination is made, the Contractor is responsible for compliance with the determination and incorporation of applicable labor standard requirements into subcontracts.

H.10 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Hanford Site Stabilization Agreement (HSSA) for all construction work for the U. S. Department of Energy (DOE) at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA 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) administered by DOE which are subject to the *Davis-Bacon Act*, in the classifications set forth in the HSSA for work performed at the Hanford Site.

- (c) Contractors and sub-contractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE 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 HSSA and shall abide by all of its provisions, including its Appendix A. Sub-contractors at all tiers who have subcontracts with a signatory Contractor or sub-contractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and sub-contractors at all tiers who are not signatory to the HSSA and who are not required under paragraph (c) above to become signatory to the HSSA, 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 sub-contractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (Code of Federal Regulations Title 29 Parts 1 and 5).
- (g) The Contracting Officer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- (h) In the event of failure to comply with paragraphs (c) (d) (e) (f) and (g), or failure to perform any of the obligations imposed upon the Contractor and its sub-contractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
- (i) 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.

- (j) 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 Section I Clauses entitled, *FAR 52.222-4, Contract Work Hours and Safety Standards Act—Overtime Compensation, FAR 52.222-6, Davis-Bacon Act, FAR 52.222-7, Withholding of Funds, FAR 52.222-8, Payrolls and Basic Records, FAR 52.222-10, Compliance with Copeland Act Requirements, and FAR 52.222-12, Contract Termination – Debarment.*
- (k) 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 (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her 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.
- (l) 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 U.S. Department of Labor wage determinations for the *Davis-Bacon Act* and *Service Contract Act* are located at:

<http://www.wdol.gov>

H.11 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing and seek U.S. Department of Energy (DOE) approval. The Contractor shall take no further action until receiving approval and direction by the Contracting Officer. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall comply with the *Hanford Site Workforce Restructuring Plan*, as amended, and shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*.

H.12 WORKERS' COMPENSATION

The Hanford Workers' Compensation Program is an administrative function that provides for the support of the Hanford Site Workers' Compensation Program under U.S. Department of Energy (DOE) State of Washington Self-Insurance. Pursuant to State of Washington Revised Code (RCW) Title 51, DOE is a group self-insurer for purposes of workers' compensation coverage. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.
- (i) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.

- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- (k) Upon request, the Contractor shall submit to the Contracting Officer an 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.
- (l) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- (m) The Contractor shall develop and maintain a web site with Workers Compensation information and ensure that the web site is made available to employees within 45 days of the close of Transition.
- (n) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information as required by DOE.
- (p) The Contractor shall provide briefings to DOE as requested.
- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
 - (1) Contractor team arrangement means an arrangement in which –
 - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
 - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its sub-contractors under a specified Government contract or acquisition program.
 - (2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.
- (r) Sub-contractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced above.
- (s) The Contractor shall flow-down to its sub-contractors the requirements to provide statutory workers compensation coverage for the sub-contractors' employees. The Contractor shall have no responsibility for sub-contractor workers' compensation when it includes this requirement in the sub-contract(s).

H.13 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

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

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named sub-contractors' employees.
- (b) Provide reports as directed by the U.S. Department of Energy (DOE), such as costs associated with EEOICPA.
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by the U.S. Department of Energy, Office of River Protection (DOE-ORP).
- (d) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.
- (f) Perform/coordinate records declassification activities required for the processing of claims forms.
- (g) Keep *Federal Compensation Program Act* (FCPA) information current on EEOICPA claims activities.
- (h) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.
- (i) Ensure all EEOICPA claims received are completed and returned to DOE-RL within 45 calendar days of the date entered in the FCPA electronic reporting system.

The FCPA electronic reporting system will be provided to the Contractor.

H.14 ADVANCE UNDERSTANDING ON COSTS

The U.S. Department of Energy (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, and employee compensation and benefits. 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 FAR Subpart 31.2, *Contracts with Commercial Organizations*, as supplemented by DEAR 931.2, *Contracts with Commercial Organizations*. Advance understandings will be appended to the Contract in the Section J Attachment entitled, *Advance Understanding of Costs*.

H.15 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this Contract. This Clause provides specific requirements for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

All Key Persons under this Contract are collectively referred to as the Key Personnel Team. The Offeror's Key Personnel Team shall consist of, at a minimum, the position of Project Manager, the position(s) associated with management of the major work areas contained in Section C, *Statement of Work* and any other persons included in paragraph (f) below. The Key Person(s) associated with the major work areas shall be in a direct-reporting relationship to the Project Manager. The Contracting Officer and designated Contracting Officer Representative(s) shall have direct access to the Key Personnel. In addition to the definition contained in the Section I Clause entitled, *DEAR 952.231-71, Insurance, Litigation and Claims*, Key Person(s) are considered managerial personnel.

(c) Definitions

- (1) For the purposes of this Clause, *Changes to Key Personnel* is defined as: (i) any change to the position assignment of a current Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Contract; or (iii) assigning a current Key Person for work outside the Contract.
- (2) For the purposes of this Clause, *Beyond the Contractor's Control* is defined as an event for which the Contractor lacked legal authority or ability to prevent *Changes to Key Personnel*.

(d) Requirements for Changes to Key Personnel

- (1) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.
- (2) The Contractor shall not make a change in Key Personnel without prior written approval of the Contracting Officer.
- (3) No Key Person position shall remain vacant for a period more than 30 days following Contracting Officer approval of a change in Key Personnel.
- (4) Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.

(e) Contract Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, *Available Fee* described in Section B, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$500,000 for each and every occurrence of a change to the Project Manager. A change to the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this paragraph.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, *Available Fee* described in Section B, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$100,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in Contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in Contract fee.

- (f) Key Personnel for this Contract. The list of Key Personnel for this Contract will be amended during the course of the Contract to add or delete Key Personnel as approved by the Contracting Officer. The following is the current list of Key Personnel for this Contract:

<u>Name</u>	<u>Position</u>
William Johnson	TOC Project Manager
Dr. Fred Beranek	Manager, ESH&Q
Neil Brosee	Work Area Project Manager, Base Operations
Mark Lindholm	Work Area Project Manager, SST Retrieval & Closure
Dr. Chris Burrows	Work Area Project Manager, WTP Support
Dominic Sansotta	Manager, Workforce Resources
Kenneth Rueter	Manager, Project Integration

H.16 RADIOLOGICAL SITE SERVICES AND RECORDS, AND OCCUPATIONAL MEDICINE SERVICES AND RECORDS

- (a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medicine services 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 RSS and occupational medicine services as required by Section C, *Statement of Work, Government-Furnished Services and Information (GFS/I)*.
- (b) RSS are obtained as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes: external dosimetry; internal dosimetry services; radiological instrumentation program and radiological records services. The Section I Clauses entitled, *DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records* and *DEAR 970.5204-3, Access to and Ownership of Records* are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* and are the property of the U.S. Department of Energy (DOE).
- (c) Occupational medicine services are provided under this Contract by the Hanford Site occupational medicine services contractor as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause entitled, *DEAR 970.5204-3, Access to and Ownership of Records* is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford-related activities will be

maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.17 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 U.S. Department of Energy (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 Office of River Protection (DOE-ORP) 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 provide the technical/safety oversight of operations. The Facility Representative 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 Facility Representative 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.

(e) The Contractor shall comply with the Hanford Site "Stop Work" Policy.

H.18 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

(a) In this Clause:

(1) "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; and

(2) "Party" means either the Contractor or DOE.

(b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:

(1) The cognizant regulatory authority fines or penalizes;

(2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

(3) Is a permittee; or

(4) Is the named subject of an enforcement action or assessment of a fine or penalty.

- (c) Consequently, if the Contractor causes a violation:
- (1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and
 - (2) In accordance with subsection (e) of the Section I Clause entitled, *DEAR 952.231-71, Insurance-Litigation and Claims*, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are specifically disallowed. However, if the Contracting Officer provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with *DEAR 952.231-71, Insurance-Litigation and Claims*. If the Contractor proceeds with the action without the prior written authorization of the Contracting Officer, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

H.19 ENVIRONMENTAL RESPONSIBILITY

- (a) General. The Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this Contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the *Hanford Federal Facility Agreement and Consent Decree* [also known as the Tri-Party Agreement (TPA)], consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and Federal and state regulatory agencies. For the purposes of this Contract, the TPA constitutes a requirement pursuant to which the Contractor agrees to plan and perform the Contract work.
- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where 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) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE

will sign permits as permittee, or 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 shall 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 shall be 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 appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.
- (c) **Permit Applications.** The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. In the event that the permit application is required to be co-signed, submitted by DOE, or is related to a permit in which DOE is a permittee, the Contractor shall provide the application for review and comment. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence which shall be performed by DOE in a prompt manner. Special circumstances may require permits to be submitted in a shorter time frame. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the Contracting Officer.
- (d) **Financial Responsibility.** DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this Contract, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE will 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.
- (e) **Copies, Technical Information.** The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of all environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with applicable law. The Contractor and DOE will provide to each other copies of all documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the Contract work. The Contractor and DOE shall maintain all

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

- (f) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

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

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to Federal or state regulatory agencies under the applicable regulatory program.

- (g) Fines, Penalties, Allowable Costs. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by Federal or State regulators to the Contractor resulting from or relating to Contractor's performance of work under this Contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents as soon as possible thereafter.
- (h) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (g) above. As directed or required by DOE, the Contractor shall participate in negotiations with regulatory agencies; however, the Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

- (i) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer on an allowable cost basis some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (j) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the Contracting Officer.

H.20 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 9.6, Contracting Team Arrangements*), shall be limited collectively to not more than 70 percent (%) of the *Total Contract Price*. This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, 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 15% of the *Total Contract Price* shall be performed by small business. Small business members of the Contractor team arrangement, and subcontractors selected after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.
- (c) Reporting requirements to confirm compliance with these thresholds and limitations are described in Section C, *Statement of Work*.

H.21 EMERGENCY CLAUSE

- (a) The U.S. Department of Energy (DOE) Richland Operations Office (DOE-RL) Manager and/or the DOE Office of River Protection (DOE-ORP) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site. In the event that either the DOE-RL or DOE-ORP Manager or designee determines such an emergency exists, the applicable DOE 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 applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

- (b) During declared security events, DOE-RL may assume direct command and control of the Hanford Patrol. The Chief of the Hanford Patrol shall report directly to the DOE-RL Director of Security and Emergency Services (SES) once DOE-RL has assumed command.
- (c) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

H.22 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, Cost Accounting Standards, and U.S. Department of Energy (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) Restricts the movement of funds between Project Baseline Summaries (PBSs) consistent with Congressional appropriation language;
 - (6) Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);
 - (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 files data supporting payments cleared, financing arrangement draw downs, and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic submission, the Contractor shall provide data elements required to:
 - (1) Determine that all costs drawn down 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 property in the DOE accounting system (Standard Accounting and Reporting System [STARS]). 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, 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/her designee.

- (c) 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.
- (d) The Contractor shall provide reports at DOE direction. Some examples of such reports are:
 - (1) Annual Estimated Property Valuation Report;
 - (2) Monthly Contract Funds Status Report;
 - (3) Monthly Depreciation Changes;
 - (4) Annual Erroneous Payment Report;
 - (5) Monthly Standard Accounting and Reporting System;
 - (6) Year-End Requirements and FY20XX Planning Requirements;
 - (7) Semi-Annual Travel Target Report; or
 - (8) Quarterly International Transactions Report.

H.23 PAYMENTS AND ADVANCES

- (a) Payment of Provisional and Incremental Fee. *Provisional and Incremental Fee* are payable following the Government's determination of *Available Fee* in accordance with the Section B Clause entitled, *Fee Structure*. *Provisional Fee* and earned *Incremental Fee* shall be made by direct payment or withdrawn from funds advanced or available under this Contract, as determined by the Contracting Officer, in accordance with the Section B Clause entitled, *Fee Determination and Payment*. 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 *Provisional or Incremental Fee* may be withdrawn against the payments cleared financing arrangement without the 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 (for example, 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 therefore 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 therefore 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. 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 that 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 shall 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 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, *FAR 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)*; 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 Section I Clause entitled, *DEAR 952.250-70, 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, and
 - (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.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.
- (g) 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.
- (h) 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 Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives* 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.

- (i) Direct Payment of Charges. The Government reserves the right, upon ten (10) days of 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.
- (j) 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 Part 931, *Contract Cost Principles and Procedures* in effect on the date of this Contract and other provisions of this Contract.
- (k) Certification and Penalties. The Contractor shall prepare and submit a "Final Indirect Rate Proposal" in accordance with Section I Clause entitled, *FAR 52.216-7, Allowable Cost and Payment/DEAR 952.216-7, Allowable Cost and Payment; Alternate II*, for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the Contracting Officer. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the *Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256)*, as amended.

H.24 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The U. S. Department of Energy (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.
- (3) 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, *FAR 52.233-1 Disputes*, it must do so within 30 days of receipt of the written position from the other party.

H.25 LITIGATION SUPPORT

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the *Price-Anderson Amendments Act* areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of Contract award, the Contractor shall provide a *Litigation Management Plan* compliant with Code of Federal Regulations Title 10 Subpart 719, *Contractor Legal Management Requirements*.
- (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.26 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

- (a) Assignment of Subcontracts. The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this Contract, including lower-tier subcontracts. This Clause is required as a flow-down Clause in all subcontracts.
- (b) Assignment of DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign (and Contractor agrees to accept) existing or future DOE prime contracts supporting site work to this Contract. The transfer of these prime contracts will be for administration purposes and in effect the transferred contracts will become subcontracts to this Contract. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.
- (c) Administration of Subcontracts. 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 the DOE.
- (d) Transfer of Subcontracts. 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.27 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, the U.S. Department of Energy (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 Section I Clause entitled, *DEAR 970.5227-1, Rights in Data-Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to DOE and its contractors.
- (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.28 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 Section I Clause entitled, *FAR 52.224-2, 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	Government 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 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 Section I Clause entitled, *FAR 52.224-2, Privacy Act*. The revisions will be formally incorporated per the next annual Contract update modification, unless added sooner by the Contracting Officer.

H.29 RESPONSIBLE CORPORATE OFFICIAL

The Contractor has provided a Guarantee of performance from its parent company in the form set forth in Section J Attachment entitled, *Performance Guarantee Agreement*. 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. DOE may contact, as necessary, the single responsible corporate official identified below, who is at an organizational level above the Contractor and who is accountable for the performance of the Contractor.

Name: Thomas Zarges
Position: Sr. Executive Vice President, Operations
Company/Organization: Washington Group International
Address: 720 Park Blvd.
Boise, ID. 83712
Phone: (208) 580-3077
Facsimile: (208) 386-5379
Email: tom.zarges@wgint.com

The Contractor shall notify the Contracting Officer in writing within 30 days of any change to the Responsible Corporate Official.

H.30 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the U.S. Department of Energy (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 it's 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 DEAR Subpart 919.70, *The Department of Energy Mentor-Protégé Program*.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.31 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)

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 United States Code Title 18 Part 1913, *Lobbying with Appropriated Moneys*. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.32 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

Pursuant to Executive Order 12333, *United States Intelligence Activities*, and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE Order 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Richland Regional Office (RLR-OCI) with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.33 SEPARATE CORPORATE ENTITY

The prime contractor under this Contract shall be a separate corporate entity established solely to perform Contract activities. The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), *Contractor Team Arrangements, Definition*. Requirements for access to Key Personnel under this separate corporate entity are described in the Section H Clause entitled, *Key Personnel*.

H.34 PERFORMANCE GUARANTEE AGREEMENT

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement dated August 24, 2007 (WGI) and August 17, 2007 (EnergySolutions)* is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

H.35 WITHDRAWAL OF WORK

- (a) The Government may, at its option and during the performance of this Contract unilaterally have any of the work contemplated by Section C, *Statement of Work*, of this Contract performed by either another Contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (c) If the withdrawn work has been authorized under the Performance Measurement Baseline for the current year, the work shall be terminated in accordance with the procedures in the Section I Clause entitled, *FAR 52.249-6, Termination (Cost-Reimbursement)*.
- (d) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

H.36 USE OF DOE FACILITIES

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

H.37 INFORMATION

- (a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*.
- (b) Release of Information.
The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.
- (c) Unclassified, Controlled, Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this Contract, may contain Unclassified, Controlled, Nuclear Information as determined pursuant to Section 148 of the *Atomic Energy Act of 1954*, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, *DEAR 952.204-2, Security Requirements* and *DEAR 952.204-70, Classification/Declassification*.
- (d) Confidentiality of Information. To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

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

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as

confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

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

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

H.38 PARENT ORGANIZATION SUPPORT

- (a) For on-site work, U.S. Department of Energy (DOE) fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. The Contract is largely financed by DOE advance payments, and DOE provides government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the Contractor team arrangement unless authorized by the Contracting Officer in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
 - (1) Monitor safety and performance in the execution of Contract requirements;
 - (2) Ensure achievement of Contract environmental clean-up and closure commitments;
 - (3) Sustain excellence of Contract Key Personnel;
 - (4) Ensure effective internal processes and controls for disciplined Contract execution;
 - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to facilitate Contract performance.
- (c) The Contracting Officer may at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the Contracting Officer.

- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual *Parent Organization Support Plan* (POSP). The Contractor shall submit its initial POSP 60 days prior to: (1) the end of the Contract *Transition Period*; or (2) the commencement date of parent organization support proposed by the Contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of Contract performance.

H.39 ACCESS TO DOE-OWNED OR -LEASED FACILITIES

- (a) The performance of this Contract requires that employees of the Contractor have physical access to U.S. Department of Energy (DOE)-owned or -leased facilities; however, this Clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) Is, or is suspected of being, a terrorist;
- (2) Is the subject of an outstanding warrant;
- (3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) Has presented false or forged identity source documents;
- (5) Has been barred from Federal employment;
- (6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

- (b) The Contractor shall assure:

- (1) In initiating the process for gaining physical access:
 - (i) Compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE,
 - (ii) That the employee properly completes any forms, and

- (iii) That the employee(s) submits the forms to the person designated by the Contracting Officer.
 - (2) In completing the process for gaining physical access, that its employee:
 - (i) Cooperates with DOE officials responsible for granting access to DOE-owned or -leased facilities and
 - (ii) Provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this Clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this Clause, granting physical access to DOE-owned or -leased facilities by the Contractor's employee(s), upon:
 - (1) Termination of this Contract;
 - (2) Expiration of this Contract;
 - (3) Termination of employment on this Contract by an individual employee; or
 - (4) Demand by DOE for return of the badge.
- (e) The Contractor shall include this Clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or -leased facilities.

H.40 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

- (a) The requirement for the submittal of paper versions of the Standard Form (SF) 294, *Subcontracting Reports for Individual Contracts*, and SF 295, *Summary Subcontract Reports*, as provided in Section I Clause entitled, FAR 52.219-9, *Small Business Subcontracting Plan -- Alternate II* is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).
- (b) The Offeror's *Subcontracting Plan* shall include assurances that the Offeror will:
 - (1) Submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and
 - (2) Ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

- (c) The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702, *The Small Business Subcontracting Program, Statutory Requirements*.

H.41 HANFORD SITE RECREATION POLICY

The Contractor shall comply with the Hanford Site Recreational Policy. The Contractor shall flow-down applicable requirements of this Clause to any subcontractors.

H.42 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

(a) Definition

The Contractor may provide services to or receive services from other Hanford Site U.S. Department of Energy (DOE) prime contractors in performance of the scope of this Contract. The purpose of the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix (Matrix)* is to identify the service provider and the associated, general interface obligations. The Matrix is not an all-inclusive listing of services that may be required or provided, however all services provided to another contractor shall fall within the scope of the provider's contract.

(b) Categories of Services

Services are identified in each Contract (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) as either "Mandatory," or "Optional" for use by Hanford Site customers, including DOE and/or Site contractors and their subcontractors.

- (1) "Mandatory" services are provided by the identified service provider to all users at the start of contract performance. If, for any reason, a service provider of a mandatory service cannot provide the required service to meet the requesting contractors' needs, the requesting contractor must obtain Contracting Officer approval, prior to obtaining the services from any other source.
- (2) "Optional" services are services that have been historically discretionary and are considered non-compulsory at the time of Contract award.

(c) Interfaces

All "Information" interfaces (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) are Mandatory.

(d) Requirement to Establish Controls

As set forth in the Section C, *Statement of Work* section entitled, *Interface Management*, the Tank Operations Contractor (TOC) shall provide input to the Mission Support Contractor (MSC) to facilitate MSC's development and maintenance of the *Hanford Site Interface Management Plan*. As part of this Plan, the Contractors shall include controlling agreements (e.g., Memoranda of Agreement) establishing effective control of interfaces and terms for the provision of services. At a minimum, controlling agreements shall define:

- (1) The interface and/or the services work request elements, and service levels (quantity and delivery rates);
- (2) If applicable, the method and timing for charging costs associated with the service and the payment methods; and target performance measures for meeting required service levels;
- (3) Decision process and a rigorous dispute resolution process; and
- (4) Clear delineation of roles, responsibilities, accountabilities, and authorities.

(e) Controls

When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's 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 performing contractor shall be expected by DOE and the requesting Contractor to provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract, including quality assurance, health and safety and environmental compliance requirements, and the task instructions provided by the requesting contractor.

(f) Right of Access

Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing Contractors access to facilities to perform the service.

(g) Nuclear Safety

The Contractor shall coordinate with other contractor's to establish a protocol for performing work within a nuclear facility that the Contractor is responsible for, or to perform work that affects the safety basis of a nuclear facility that the Contractor is responsible for. The Contractor shall provide all facility safety authorization basis and nuclear safety requirements that the other contractor will be responsible to comply with. The Contractor retains full responsibility for all workscope within the facilities assigned to the Contractor under this Contract.

(h) Updates to the Matrix

In cooperation with MSC and PRC, the TOC shall provide input to MSC for the annual update of the Matrix through the annual *Infrastructure and Services Alignment Plan* (ISAP) revision and Matrix update process as described in Section C Clause entitled, *Interface Management*.

If any Hanford Site contractor believes it is in DOE's best interest to change a "Mandatory" service to "Optional" so that it may be self-performed by the requestor or procured from a different source, the Contractor shall propose this change through the annual ISAP revision and Matrix update process. A written justification shall be provided showing how the change is in the best interest of the Government and include the impacts to users and the provider. If, at the unilateral discretion of the Contracting Officer, the decision is made to implement the proposed change, the change will not take affect until the Contractor receives Contracting Officer direction to implement the change. Contracting Officer rejection or delay of a proposed change shall not be the basis for a Request for Equitable Adjustment (REA) or subject to the Section I Clause entitled, *FAR 52.233-1, Disputes*.

(i) Payment of Services

Fee-for-Service providers shall provide to DOE and make available to the user an adequate basis for liquidation of the charge for usage-based, "Mandatory" services. Service rates will be developed based upon customer-projected usage.

(j) Responsibility for Delivery of Service

Contractors retain the responsibility to reach agreement on interfaces and for the appropriate delivery of services. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute government-furnished services or government-furnished information in accordance with Section C Clause entitled, *Government-Furnished Services and Information (GFS/I)*. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the Contracting Officer. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

H.43 RESERVED

H.44 EXECUTIVE ORDER 13423, STRENGTHING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT

The contractor shall support DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings as defined in the Department of Energy's Transformational Energy Action Management (TEAM) initiative, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall create, maintain and update a plan for achieving site-specific energy efficiency goals and objectives. The plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third-party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

In support of the goals of the Department of Energy's Transformational Energy Action Management (TEAM) initiative, and the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, the contractor shall provide full and open access to the maximum extent practicable to DOE contracted Energy Service Companies (ESCOs) under Energy Savings Performance Contracts (ESPCs), facilitate on-site assessments of opportunities to improve the Site's energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and assist in the monitoring and execution of ESPC projects.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://professionals.pr.doe.gov/>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Sept 2007)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)	None
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None
I.15	FAR 52.215-2	Audit and Records – Negotiation (Jun 1999)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	None
I.19	FAR 52.215-14	Integrity of Unit Prices (Oct 1997)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	None
I.23	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (<i>see full text version in Section I</i>)	None
I.24	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 1997) Alternate III (Oct 1997)	None
I.25	FAR 52.217-8	Option to Extend Services (Nov 1999)	180 to 30 days prior to the expiration date of this Contract
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 10 years excluding the Transition Period
I.27	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (Jul 2005)	(c) Offeror fill-in
I.28	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (Sept 2006) – Alternate II (Nov 2007)	None
I.30	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.31	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.32	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.33	FAR 52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) The percentage specified in the Section H Clause entitled, <i>Overtime Control Plan</i>
I.34	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.36	FAR 52.222-6	Davis-Bacon Act (Jul 2005)	None
I.37	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.38	FAR 52.222-8	Payrolls and Basic Records (Feb 1988)	None
I.39	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	None
I.40	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.41	FAR 52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
I.42	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.43	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.44	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.45	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.46	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.47	<i>Reserved</i>	<i>Reserved</i>	<i>Reserved</i>
I.48	FAR 52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)	None
I.49	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.50	FAR 52.222-26	Equal Opportunity (Mar 2007)	None
I.51	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
I.52	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None or Separately Specified Method) (Dec 2001)	None
I.53	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)	None
I.54	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.55	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	None
I.56	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (<i>see full text version in Section I</i>)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)	None
I.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (<i>see full text version in Section I</i>)	Fill-in information is underlined in full text
I.59	FAR 52.222-50	Combating Trafficking in Persons (Aug 2007)	None
I.60	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror fill-in
I.61	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.62	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.63	FAR 52.223-11	Ozone-Depleting Substances (Mar 2001) (<i>see full text version in Section I</i>)	(b) Offeror fill-in
I.64	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.65	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.65a	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) Alt I (Dec 2007)	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2007) <i>(see full text version in Section I)</i>	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.71	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None
I.75	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Offeror fill-in
I.76	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.77	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.78	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.79	FAR 52.232-12	Advance Payments (May 2001) Alt II (May 2001) <i>(see full text version in Section I)</i>	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.80	FAR 52.232-17	Interest (Jun 1996)	None
I.81	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.82	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.83	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None
I.84	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.85	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (Oct 2003)	None
I.86	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.87	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None
I.89	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) AREVA Federal Services LLC
I.90	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
I.91	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
I.92	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
I.93	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.94	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
1.95	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
1.96	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
I.97	FAR 52.237-3	Continuity of Services (Jan 1991)	None
I.98	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
I.99	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.100	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.101	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.102	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.103	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
I.104	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
I.105	FAR 52.244-2	Subcontracts (Jun 2007) – Alternate I (Jun 2007)	(e) AREVA Federal Services LLC, (k) None
I.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
I.108	FAR 52.245-1	Government Property (Jun 2007), Alternate I (June 2007)	None
I.109	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC27-08RV14800, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (see <i>full text version in Section I</i>)	(c) Fill-in information is underlined in full text

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.114	FAR 52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	None
I.115	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.116	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.117	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.118	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.119	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text
I.120	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.121	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.122	DEAR 952.204-2	Security Requirements (May 2002)	None
I.123	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.124	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.125	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.126	DEAR 952.208-70	Printing (Apr 1984)	None
I.127	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.128	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.129	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30 th
I.130	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.131	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.132	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.133	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.134	DEAR 952.231-71	Insurance -- Litigation and Claims (Apr 2002)	None
I.135	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.136	DEAR 952.247-70	Foreign Travel (Dec 2000)	None
I.137	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.138	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.139	DEAR 970.5203-1	Management Controls (Jun 2007)	None
I.140	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.141	DEAR 970.5204-3	Access to and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records.
I.142	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.143	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.144	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.145	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.146	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.147	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	None
I.148	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.149	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.150	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.151	DEAR 970.5227-10	Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.152	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.153	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.154	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	October 1, 2008; October 1, 2008
I.155	DEAR 970.5232-3	Accounts, Records, and Inspection (Jun 2007), Alternate I (Dec 2000)	None
I.156	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None

I.23 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are

identified accurately before and after each of the Contractor's ownership changes; and

- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

I.56 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) *Definition.* As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.58 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: *It is not a Wage Determination*

Employee Class	Monetary Wage—Fringe Benefits
-----------------------	--------------------------------------

Equivalent Federal Hire Classifications, Wages, and Benefit programs are described on the Office of Personnel Management web site at www.opm.gov.

I.63 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAR 2001)

- (a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) *
_____, a substance(s) which harm(s) public health and
environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.69 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2006)

- (a) *Definitions.* As used in this clause—

"Caribbean Basin country construction material" means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

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

SECTION J -- LIST OF ATTACHMENTS

TABLE OF CONTENTS

Attachment Number	Title of Attachment	Revision Number	Number of Pages
J.1	ABBREVIATIONS AND ACRONYM LIST	0	7
J.2	REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS	0	8
J.3	HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX	0	68
J.4	PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)	0	9
J.5	PERFORMANCE GUARANTEE AGREEMENT	0	5
J.6	SMALL BUSINESS SUBCONTRACTING PLAN	0	14
J.7	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS	0	3
J.8	ADVANCE UNDERSTANDING OF COSTS	0	5
J.9	SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT	N/A	5
J.10	WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON ACT	1	48
J.11	SUPPLEMENTAL WORK DESCRIPTION TABLES	0	22
J.12	GOVERNMENT-FURNISHED SERVICES AND INFORMATION (GFS/I)	0	1
J.13	HANFORD SITE STRUCTURES LIST	0	66
J.14	HANFORD WASTE SITE ASSIGNMENT LIST	0	132

ATTACHMENT J.2

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS

The following lists are provided in accordance with the Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives.*

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (Including DOE-STD-3009 CN3, DOE-STD-1186, & DOE-STD-1189)
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management

Document Number	Title
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-273	On-Site Sewage System Additives
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296-65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

Table J.2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
WAR05A57	National Pollutant Discharge Elimination System Storm Water Multi-Sector Permit
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEDF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J.2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

Table J.2.8 Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 110.3A	Conference Management
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3 Chg 1	Unclassified Foreign Visits and Assignments Program
DOE N 144.1	Change to DOE Order 1230.2
DOE O 150.1	Continuity Programs

Document Number	Title
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 205.1A	DOE Cyber Security Management
DOE M 205.1-4	National Security System Manual
DOE N 206.4	Personal Identity Verification
DOE N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
DOE O 210.2	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation With the Office of the Inspector General
DOE O 225.1A	Accident Investigations
DOE O 226.1A	Implementation of DOE Oversight Policy
DOE G 231.1-1	Occurrence Reporting and Performance Analysis Guide
DOE M 231.1-1A, Chg 2	Environment, Safety, and Health Reporting Manual
DOE O 231.1A Chg 1	Environment, Safety and Health Reporting
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A, Chg 1	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 251.1B	Departmental Directives Program
DOE M 251.1-1B	Departmental Directives Program Manual
DOE O 252.1	Technical Standards Program
DOE O 350.1, Chg 1	Contractor Human Resource Management Program
DOE O 413.1A	Management Control Program
DOE M 413.3-1	Project Management for the Acquisition of Capital Assets
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B Chg 1	Real Property Asset Management
DOE O 430.2B	Departmental Energy and Utilities Management
DOE O 433.1A	Maintenance Management Program for DOE Nuclear Facilities
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual
DOE O 435.1, Chg 1	Radioactive Waste Management
DOE M 440.1-1A	DOE Explosives Safety Manual
DOE O 440.1B	Worker Protection Management for DOE Federal and Contractor Employees
DOE M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, and Health
DOE O 442.1A	DOE Employee Concerns Program
DOE O 450.1A	Environmental Protection Program

Document Number	Title
DOE M 450.4-1	Integrated Safety Management System Manual
DOE G 450.4-1B Vol 1	Integrated Safety Management System Guide (Volume 1) for use with Safety Management System Policies (DOE P 450.4, DOE P 450.5, and DOE P 450.6); The Functions, Responsibilities, and Authorities Manual; and the DOE Acquisition Regulation
DOE O 451.1B Chg 1	National Environmental Policy Act Compliance Program
DOE N 451.1	Change to DOE Order 451.1B
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation & Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE M 461.1-1 Chg 1	Packaging and Transfer of Materials of National Security Interest Manual
DOE O 470.2B	Independent Oversight and Performance Assurance Program
DOE O 470.3A	Design Basis Threat Policy
DOE O 470.4A	Safeguards and Security Program
DOE M 470.4-1, Chg 1	Safeguards and Security Program Planning and Management
DOE M 470.4-2, Chg 1	Physical Protection
DOE M 470.4-4 Chg 1	Information Security
DOE M 470.4-5	Personnel Security
DOE M 470.4-6, Chg 1	Nuclear Material Control and Accountability
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE O 475.1	Counterintelligence Program
DOE O 475.2	Identifying Classified Information
DOE M 475.1-1B	Manual for Identifying Classified Information
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE O 551.1C	Official Foreign Travel
DOE O 1230.2	American Indian Tribal Government Policy
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE O 1450.4	Consensual Listening-In To or Recording Telephone/Radio Conversations
DOE O 3792.3 Chg 1	Drug-Free Federal Workplace Testing Implementation Program
DOE O 5400.5 Chg 2	Radiation Protection of the Public and the Environment
DOE O 5480.19 Chg 2	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A, Chg 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE O 5610.2, Chg 1	Control of Weapon Data

Document Number	Title
DOE O 5660.1B	Management of Nuclear Materials

Table J.2.9 DOE-RL/ORP Implementing Documents

Document Number	Title
ASME NQA-1-2004	Quality Assurance Requirements for Nuclear Facility Applications
DOE-0223	RL Emergency Implementing Procedures
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)
DOE/RL-2001-0036, Rev 1	Hanford Site Wide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-94-02	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services QA Requirements Document
DOE/RW-0333P, Rev 18	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Descriptions
DOE/RW-0351, Rev 4	Waste Acceptance System Requirements Document (WASRD)
DOE/RW-0511, Rev 2	Integrated Interface Control Document (ICD), Vol I, US DOE SNF & HLW to the Monitored Geologic Repository
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control
ORP M 420.1-1 Rev 1	ORP Fire Protection Program
ORP M 420.2C	Facility Representative Program
SCSP, July 5 2005	Site Counterintelligence Support Plan
SEN-22-90	DOE Policy and Signatures of RCRA Permit Applications
SEN-35-91	Nuclear Safety Policy
ANSI/ISA-84.00.01 (ANSI 2004)	Functional Safety: Safety Instrumented Systems for the Process Industry Sector

ATTACHMENT J-8

ADVANCE UNDERSTANDING OF COSTS

**ATTACHMENT J.8
 ADVANCE UNDERSTANDING ON COSTS**

Type of Costs	Allowability	Clarification
Employment Conditions	Yes	Allowable costs for WRPS project-specific travel and relocation shall be in accordance with the Washington River Protection Solutions, LLC (WRPS) U.S. Employment Conditions policy dated July 1, 2008, subject to the required test of allowability under the Federal Acquisition Regulation, Part 31.205-35, Relocation, and Part 31.205-46, Travel costs.
Transition salary changes	Yes	Cost for WRPS project-specific employee permanent assignment salary change, effective with date of assignment change will be accrued during transition, and payable upon population of WRPS LLC, shall be an allowable cost and charged to the allocable period-transition, in accordance with this contract, and the FAR 31.205-6, Compensation for personal services.
Provisional Billing Rates	Yes	For any provisional billing rates under this contract, the billing rates may be prospectively or retroactively revised by mutual agreement of the Contracting Officer and the Contractor at either party's request to prevent substantial over or under liquidation. In the event there is an inability to reach an agreement, the specific circumstances will be governed in accordance with FAR 42.704, Billing rates, and FAR 42.705, Final indirect cost rates.
Multi-Employer Pension Plan	Yes	<p>Multi-Employer Pension Plan (MEPP)</p> <p>a. The costs and expenses of the CONTRACTOR'S participation in the Multi-Employer Pension Plan (MEPP) are allowable contract costs to the same extent as those costs would otherwise be considered allowable under Contract No. DE-AC27-08-RV14800.</p> <p>b. In the event that the CONTRACTOR withdraws from the MEPP, in accordance with the terms of the MEPP, the CONTRACTOR's withdrawal liability will be calculated at that time based upon the current requirements under ERISA and other pension legislation. The Contractor's withdrawal liability, if any, shall be an allowable cost of the Contract subject to availability of funds under the</p>

		<p>contract.</p> <p>c. In the event that the CONTRACTOR becomes the last sponsoring employer of the MEPP, the Parties shall modify this agreement to address appropriate termination provisions and funding requirements.</p> <p>This Advance Understanding shall be revised from time to time to incorporate any changes in those policies, practices, and procedures to the cost and expenses related to the MEPP</p>
Business Cards	Yes	<p>FAR 31.201-3 Determining reasonableness. Allowable limited to: first-line supervisor level and above, Procurement personnel having routine contact with offsite vendors, and Human Resources personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities to the extent that they are used to support the TOC mission and are directly allocable to this contract. This cost is recognized as ordinary and necessary for the conduct of the Contractor's business.</p>
Commercial Records	Yes	<p>Ownership and protection of commercial (company-owned) records in relation to the Government's normal "Access to and Ownership of Records" clause. Reference DEAR 970.407-1-2 and 970.5204.3, Access to ownership of records.</p>
Community Service Activities	Yes	<p>Such as Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc. The anticipated costs are limited to reasonable time of loaned staff, and associated ODCs, participants, and non-interfering use of government equipment and in accordance with FAR 31.205-1, Public relations and advertising costs.</p>
Corporate Affiliates, Support To	Yes	<p>Providing intermittent support to corporate affiliates on a full cost recovery basis in accordance with 48 CFR Chapter 99, Cost Accounting Standards, FAR 31.205-26 Material Costs, and without the use of a formal Work for Others agreement and without Fee.</p>
Corporate Affiliates, Support From	Yes	<p>Intermittent support from corporate affiliates on a full cost recovery basis in accordance with 48 CFR Chapter 99, Cost Accounting Standards and FAR 31.205-26 Material Costs.</p>

Employee/Labor Relations Costs	Yes	Such as costs incurred in maintaining satisfactory relations between the contractor and its employees, including costs of shop stewards, labor management committees, employee publications, and other related activities in accordance with FAR 31.205-21, Labor relations costs.
Trade, business, technical and professional activity costs.	Yes	Costs allowable under FAR 31.205-43, Trade, business, technical, and professional activity costs shall be allowable under this contract.
Special Events including support to Diversity Activities	Yes	Activities necessary to support DOE's Hanford Strategic Plan and its policy for diversity, educational and other socioeconomic programs such as the following programs and events; Jr. Achievement, Cooperation Education programs, National Black History Month, Veteran Appreciation, etc. Special Events such as these shall be considered allowable if reasonable and in compliance with in DEAR 970.5226-3, Community Commitment, FAR 31.205-1, Public Relations and Advertising Cost, FAR 31.205-14 Entertainment Costs, and FAR 31.205-51 Costs of Alcoholic Beverages.
Stakeholder Information	Yes	Motion pictures, videotapes, brochures, handouts, magazines and other media designed for DOE's Tank Operations Contract efforts and for performance of contract including implementation of a Community Relations Program and Public Information Releases in accordance with FAR 31.205-1, Public relations and advertising costs. Unallowable media are those designed to be promotional of the contractor and the use of its name.
Transition Temporary Assignment	Yes	During the transition ending September 30, 2008, the costs for temporary housing is acceptable if the costs are within the per diem rates in accordance with FAR 31.205.46, Travel. Costs will be reimbursed under business travel rules.
EnergySolutions seconded employees	Yes	ES seconded employees not hired until January 2009 will be billed at the ES E&T provisional billing rate. FAR 42.704
Vacation transfer	Yes	WRPS employee's vacation accrual from the parent employers will be transferred in accordance with the practice of the PHMC/MSO payroll provider.

WRPS Signage	Yes	Signage cost incurred as a result of the change in contractors shall be an allowable cost under FAR 31.201-3 Determining reasonableness. This cost is recognized as ordinary and necessary for the conduct of the Contractor's business.
--------------	-----	--

ATTACHMENT J.10

**WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON
ACT**

CBA WD

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W. Gross Director	Division of Wage Determinations
	Wage Determination No.: 1998-0109 Revision No.: 9 Date Of Last Revision: 09/15/2006

State: Washington

Area: Washington County of Benton

Employed on US Department of Energy contract for Operations, Management and Intergration at the Department of Energy Hanford Site Services in Benton, WA.

Collective Bargaining Agreement between Fluor Hanford, Inc. and Office and Professional Employees

International Union (OPEIU), Local 11, AFL-CIO effective April 1, 2003 through March 31, 2007.

Collective Bargaining Agreement between Fluor Hanford, Inc. (FH) and Hanford Atomic Metal Trades Council (HAMTC), AFL-CIO and effective April 1, 2002 through March 31, 2007.

Collective Bargaining Agreement between Fluor Hanford, Inc. and Hanford Guards Union effective October 29, 2005 through October 31, 2010.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Shirley F. Ebbesen Division of Wage
Director Determinations

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

Wage Determination No.: 2005-2569
Revision No.: 6
Date of Last Revision: 05/29/2008

States: Oregon, Washington

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12 .61
01012 - Accounting Clerk II	14 .16
01013 - Accounting Clerk III	16 .65
01020 - Administrative Assistant	21 .85
01040 - Court Reporter	16 .86
01051 - Data Entry Operator I	12 .21
01052 - Data Entry Operator II	13 .23
01060 - Dispatcher, Motor Vehicle	16 .86
01070 - Document Preparation Clerk	12 .94
01090 - Duplicating Machine Operator	12 .94
01111 - General Clerk I	12 .16
01112 - General Clerk II	13 .26
01113 - General Clerk III	14 .89
01120 - Housing Referral Assistant	19 .50
01141 - Messenger Courier	10 .59
01191 - Order Clerk I	12 .21

01192 - Order Clerk II	13 .32
01261 - Personnel Assistant (Employment) I	15 .06
01262 - Personnel Assistant (Employment) II	16 .86
01263 - Personnel Assistant (Employment) III	18 .80
01270 - Production Control Clerk	21 .52
01280 - Receptionist	12 .56
01290 - Rental Clerk	14 .55
01300 - Scheduler, Maintenance	14 .95
01311 - Secretary I	14 .95
01312 - Secretary II	16 .73
01313 - Secretary III	19 .50
01320 - Service Order Dispatcher	16 .93
01410 - Supply Technician	21 .86
01420 - Survey Worker	16 .71
01531 - Travel Clerk I	12 .96
01532 - Travel Clerk II	13 .94
01533 - Travel Clerk III	14 .91
01611 - Word Processor I	13 .42
01612 - Word Processor II	15 .07
01613 - Word Processor III	16 .86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18 .71
05010 - Automotive Electrician	18 .82
05040 - Automotive Glass Installer	17 .82
05070 - Automotive Worker	17 .82
05110 - Mobile Equipment Servicer	15 .82
05130 - Motor Equipment Metal Mechanic	19 .80
05160 - Motor Equipment Metal Worker	17 .82
05190 - Motor Vehicle Mechanic	19 .80
05220 - Motor Vehicle Mechanic Helper	14 .82
05250 - Motor Vehicle Upholstery Worker	16 .81
05280 - Motor Vehicle Wrecker	17 .82
05310 - Painter, Automotive	18 .82
05340 - Radiator Repair Specialist	17 .82
05370 - Tire Repairer	14 .44
05400 - Transmission Repair Specialist	19 .80
07000 - Food Preparation And Service Occupations	

07010 - Baker	17 .23
07041 - Cook I	13 .97
07042 - Cook II	15 .66
07070 - Dishwasher	9 .89
07130 - Food Service Worker	9 .89
07210 - Meat Cutter	17 .18
07260 - Waiter/Waitress	11 .04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17 .78
09040 - Furniture Handler	11 .71
09080 - Furniture Refinisher	17 .78
09090 - Furniture Refinisher Helper	14 .00
09110 - Furniture Repairer, Minor	15 .88
09130 - Upholsterer	17 .78
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10 .39
11060 - Elevator Operator	10 .88
11090 - Gardener	15 .35
11122 - Housekeeping Aide	10 .39
11150 - Janitor	12 .80
11210 - Laborer, Grounds Maintenance	12 .13
11240 - Maid or Houseman	9 .39
11260 - Pruner	11 .97
11270 - Tractor Operator	14 .51
11330 - Trail Maintenance Worker	12 .13
11360 - Window Cleaner	14 .28
12000 - Health Occupations	
12010 - Ambulance Driver	15 .74
12011 - Breath Alcohol Technician	15 .74
12012 - Certified Occupational Therapist Assistant	21 .59
12015 - Certified Physical Therapist Assistant	21 .59
12020 - Dental Assistant	16 .53
12025 - Dental Hygienist	36 .58
12030 - EKG Technician	23 .84
12035 - Electroneurodiagnostic Technologist	23 .84
12040 - Emergency Medical Technician	15 .46
12071 - Licensed Practical Nurse I	14 .07

12072 - Licensed Practical Nurse II	15 .74
12073 - Licensed Practical Nurse III	17 .55
12100 - Medical Assistant	13 .25
12130 - Medical Laboratory Technician	15 .52
12160 - Medical Record Clerk	13 .72
12190 - Medical Record Technician	15 .35
12195 - Medical Transcriptionist	14 .81
12210 - Nuclear Medicine Technologist	36 .58
12221 - Nursing Assistant I	9 .20
12222 - Nursing Assistant II	10 .34
12223 - Nursing Assistant III	11 .28
12224 - Nursing Assistant IV	12 .67
12235 - Optical Dispenser	15 .47
12236 - Optical Technician	13 .82
12250 - Pharmacy Technician	15 .49
12280 - Phlebotomist	13 .01
12305 - Radiologic Technologist	23 .78
12311 - Registered Nurse I	25 .08
12312 - Registered Nurse II	30 .67
12313 - Registered Nurse II, Specialist	30 .67
12314 - Registered Nurse III	37 .11
12315 - Registered Nurse III, Anesthetist	37 .11
12316 - Registered Nurse IV	44 .49
12317 - Scheduler (Drug and Alcohol Testing)	19 .50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18 .36
13012 - Exhibits Specialist II	22 .74
13013 - Exhibits Specialist III	27 .32
13041 - Illustrator I	18 .36
13042 - Illustrator II	22 .74
13043 - Illustrator III	27 .32
13047 - Librarian	25 .18
13050 - Library Aide/Clerk	13 .05
13054 - Library Information Technology Systems Administrator	22 .74
13058 - Library Technician	18 .10
13061 - Media Specialist I	14 .73
13062 - Media Specialist II	18 .10

13063 - Media Specialist III	20 .16
13071 - Photographer I	16 .41
13072 - Photographer II	18 .36
13073 - Photographer III	22 .74
13074 - Photographer IV	27 .81
13075 - Photographer V	33 .65
13110 - Video Teleconference Technician	16 .41
14000 - Information Technology Occupations	
14041 - Computer Operator I	15 .07
14042 - Computer Operator II	16 .86
14043 - Computer Operator III	20 .58
14044 - Computer Operator IV	23 .79
14045 - Computer Operator V	25 .52
14071 - Computer Programmer I (1)	20 .77
14072 - Computer Programmer II (1)	25 .73
14073 - Computer Programmer III (1)	27 .62
14074 - Computer Programmer IV (1)	27 .62
14101 - Computer Systems Analyst I (1)	27 .62
14102 - Computer Systems Analyst II (1)	27 .62
14103 - Computer Systems Analyst III (1)	27 .62
14150 - Peripheral Equipment Operator	15 .07
14160 - Personal Computer Support Technician	23 .79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27 .62
15020 - Aircrew Training Devices Instructor (Rated)	32 .83
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	27 .62
15060 - Educational Technologist	27 .93
15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	19 .54
15090 - Technical Instructor	24 .93
15095 - Technical Instructor/Course Developer	25 .52
15110 - Test Proctor	16 .85
15120 - Tutor	16 .85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9 .53
16030 - Counter Attendant	9 .53

16040 - Dry Cleaner	12 .03
16070 - Finisher, Flatwork, Machine	9 .53
16090 - Presser, Hand	9 .53
16110 - Presser, Machine, Drycleaning	9 .53
16130 - Presser, Machine, Shirts	9 .53
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .53
16190 - Sewing Machine Operator	12 .87
16220 - Tailor	13 .71
16250 - Washer, Machine	10 .36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22 .18
19040 - Tool And Die Maker	26 .88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12 .59
21030 - Material Coordinator	22 .17
21040 - Material Expediter	22 .17
21050 - Material Handling Laborer	11 .73
21071 - Order Filler	12 .83
21080 - Production Line Worker (Food Processing)	12 .59
21110 - Shipping Packer	12 .58
21130 - Shipping/Receiving Clerk	12 .58
21140 - Store Worker I	10 .26
21150 - Stock Clerk	14 .62
21210 - Tools And Parts Attendant	12 .59
21410 - Warehouse Specialist	12 .76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24 .34
23021 - Aircraft Mechanic I	23 .12
23022 - Aircraft Mechanic II	24 .49
23023 - Aircraft Mechanic III	25 .80
23040 - Aircraft Mechanic Helper	17 .34
23050 - Aircraft, Painter	21 .81
23060 - Aircraft Servicer	19 .68
23080 - Aircraft Worker	20 .86
23110 - Appliance Mechanic	21 .30
23120 - Bicycle Repairer	14 .44
23125 - Cable Splicer	27 .39
23130 - Carpenter, Maintenance	20 .56

23140 - Carpet Layer	18 .52
23160 - Electrician, Maintenance	27 .22
23181 - Electronics Technician Maintenance I	20 .24
23182 - Electronics Technician Maintenance II	21 .68
23183 - Electronics Technician Maintenance III	23 .12
23260 - Fabric Worker	18 .80
23290 - Fire Alarm System Mechanic	23 .12
23310 - Fire Extinguisher Repairer	17 .35
23311 - Fuel Distribution System Mechanic	23 .12
23312 - Fuel Distribution System Operator	17 .35
23370 - General Maintenance Worker	16 .84
23380 - Ground Support Equipment Mechanic	23 .12
23381 - Ground Support Equipment Servicer	18 .80
23382 - Ground Support Equipment Worker	20 .37
23391 - Gunsmith I	17 .35
23392 - Gunsmith II	20 .24
23393 - Gunsmith III	23 .12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .71
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19 .02
23430 - Heavy Equipment Mechanic	21 .15
23440 - Heavy Equipment Operator	23 .12
23460 - Instrument Mechanic	23 .12
23465 - Laboratory/Shelter Mechanic	21 .68
23470 - Laborer	10 .66
23510 - Locksmith	17 .78
23530 - Machinery Maintenance Mechanic	23 .24
23550 - Machinist, Maintenance	21 .72
23580 - Maintenance Trades Helper	14 .00
23591 - Metrology Technician I	23 .12
23592 - Metrology Technician II	24 .34
23593 - Metrology Technician III	25 .64
23640 - Millwright	23 .12
23710 - Office Appliance Repairer	20 .29
23760 - Painter, Maintenance	17 .78
23790 - Pipefitter, Maintenance	25 .40
23810 - Plumber, Maintenance	24 .14

23820 - Pneudraulic Systems Mechanic	23 .12
23850 - Rigger	23 .12
23870 - Scale Mechanic	20 .24
23890 - Sheet-Metal Worker, Maintenance	24 .48
23910 - Small Engine Mechanic	17 .81
23931 - Telecommunications Mechanic I	24 .69
23932 - Telecommunications Mechanic II	25 .99
23950 - Telephone Lineman	21 .69
23960 - Welder, Combination, Maintenance	18 .71
23965 - Well Driller	23 .12
23970 - Woodcraft Worker	23 .12
23980 - Woodworker	17 .35
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .13
24580 - Child Care Center Clerk	12 .40
24610 - Chore Aide	10 .51
24620 - Family Readiness And Support Services Coordinator	10 .25
24630 - Homemaker	13 .13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23 .12
25040 - Sewage Plant Operator	21 .39
25070 - Stationary Engineer	23 .12
25190 - Ventilation Equipment Tender	18 .71
25210 - Water Treatment Plant Operator	21 .33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18 .19
27007 - Baggage Inspector	14 .50
27008 - Corrections Officer	21 .78
27010 - Court Security Officer	24 .10
27030 - Detection Dog Handler	18 .19
27040 - Detention Officer	21 .78
27070 - Firefighter	21 .85
27101 - Guard I	14 .50
27102 - Guard II	18 .19
27131 - Police Officer I	26 .34
27132 - Police Officer II	29 .26
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13 .74
28042 - Carnival Equipment Repairer	14 .68
28043 - Carnival Equipment Worker	10 .29
28210 - Gate Attendant/Gate Tender	12 .36
28310 - Lifeguard	10 .82
28350 - Park Attendant (Aide)	13 .83
28510 - Recreation Aide/Health Facility Attendant	10 .09
28515 - Recreation Specialist	17 .13
28630 - Sports Official	11 .01
28690 - Swimming Pool Operator	20 .45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20 .89
29020 - Hatch Tender	20 .89
29030 - Line Handler	20 .89
29041 - Stevedore I	19 .40
29042 - Stevedore II	22 .37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32 .97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22 .73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25 .03
30021 - Archeological Technician I	15 .80
30022 - Archeological Technician II	17 .66
30023 - Archeological Technician III	21 .88
30030 - Cartographic Technician	23 .16
30040 - Civil Engineering Technician	22 .53
30061 - Drafter/CAD Operator I	14 .29
30062 - Drafter/CAD Operator II	16 .75
30063 - Drafter/CAD Operator III	18 .68
30064 - Drafter/CAD Operator IV	21 .88
30081 - Engineering Technician I	14 .28
30082 - Engineering Technician II	16 .03
30083 - Engineering Technician III	17 .97
30084 - Engineering Technician IV	22 .22
30085 - Engineering Technician V	27 .17
30086 - Engineering Technician VI	35 .66
30090 - Environmental Technician	20 .31
30210 - Laboratory Technician	19 .75

30240 - Mathematical Technician	20 .14
30361 - Paralegal/Legal Assistant I	16 .69
30362 - Paralegal/Legal Assistant II	19 .89
30363 - Paralegal/Legal Assistant III	22 .70
30364 - Paralegal/Legal Assistant IV	27 .48
30390 - Photo-Optics Technician	20 .14
30461 - Technical Writer I	16 .87
30462 - Technical Writer II	20 .64
30463 - Technical Writer III	24 .97
30491 - Unexploded Ordnance (UXO) Technician I	20 .95
30492 - Unexploded Ordnance (UXO) Technician II	25 .35
30493 - Unexploded Ordnance (UXO) Technician III	30 .39
30494 - Unexploded (UXO) Safety Escort	20 .95
30495 - Unexploded (UXO) Sweep Personnel	20 .95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	18 .68
30621 - Weather Observer, Senior (2)	20 .75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11 .31
31030 - Bus Driver	16 .32
31043 - Driver Courier	12 .28
31260 - Parking and Lot Attendant	10 .18
31290 - Shuttle Bus Driver	12 .63
31310 - Taxi Driver	11 .88
31361 - Truckdriver, Light	12 .35
31362 - Truckdriver, Medium	14 .03
31363 - Truckdriver, Heavy	17 .19
31364 - Truckdriver, Tractor-Trailer	17 .19
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .31
99050 - Desk Clerk	9 .13
99095 - Embalmer	20 .95
99251 - Laboratory Animal Caretaker I	12 .19
99252 - Laboratory Animal Caretaker II	13 .28
99310 - Mortician	20 .95
99410 - Pest Controller	19 .00
99510 - Photofinishing Worker	11 .01
99710 - Recycling Laborer	12 .80

99711 - Recycling Specialist	15 .62
99730 - Refuse Collector	11 .97
99810 - Sales Clerk	12 .30
99820 - School Crossing Guard	11 .71
99830 - Survey Party Chief	23 .63
99831 - Surveying Aide	14 .85
99832 - Surveying Technician	20 .32
99840 - Vending Machine Attendant	16 .41
99841 - Vending Machine Repairer	20 .45
99842 - Vending Machine Repairer Helper	16 .41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p>Shirley F. Ebbesen Division of Wage Director Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p>Wage Determination No.: 2005-2570 Revision No.: 6 Date of Last Revision: 05/29/2008</p>
---	--

States: Oregon, Washington

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12 .61
01012 - Accounting Clerk II	14 .16
01013 - Accounting Clerk III	16 .65
01020 - Administrative Assistant	21 .85
01040 - Court Reporter	16 .86
01051 - Data Entry Operator I	12 .21
01052 - Data Entry Operator II	13 .23
01060 - Dispatcher, Motor Vehicle	16 .86
01070 - Document Preparation Clerk	12 .94
01090 - Duplicating Machine Operator	12 .94
01111 - General Clerk I	12 .16
01112 - General Clerk II	13 .26
01113 - General Clerk III	14 .89
01120 - Housing Referral Assistant	19 .50
01141 - Messenger Courier	10 .59
01191 - Order Clerk I	12 .21

01192 - Order Clerk II	13 .32
01261 - Personnel Assistant (Employment) I	15 .06
01262 - Personnel Assistant (Employment) II	16 .86
01263 - Personnel Assistant (Employment) III	18 .80
01270 - Production Control Clerk	21 .52
01280 - Receptionist	12 .56
01290 - Rental Clerk	14 .55
01300 - Scheduler, Maintenance	14 .95
01311 - Secretary I	14 .95
01312 - Secretary II	16 .73
01313 - Secretary III	19 .50
01320 - Service Order Dispatcher	16 .93
01410 - Supply Technician	21 .86
01420 - Survey Worker	16 .71
01531 - Travel Clerk I	12 .96
01532 - Travel Clerk II	13 .94
01533 - Travel Clerk III	14 .91
01611 - Word Processor I	13 .42
01612 - Word Processor II	15 .07
01613 - Word Processor III	16 .86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18 .71
05010 - Automotive Electrician	18 .82
05040 - Automotive Glass Installer	17 .82
05070 - Automotive Worker	17 .82
05110 - Mobile Equipment Servicer	15 .82
05130 - Motor Equipment Metal Mechanic	19 .80
05160 - Motor Equipment Metal Worker	17 .82
05190 - Motor Vehicle Mechanic	19 .80
05220 - Motor Vehicle Mechanic Helper	14 .82
05250 - Motor Vehicle Upholstery Worker	16 .81
05280 - Motor Vehicle Wrecker	17 .82
05310 - Painter, Automotive	18 .82
05340 - Radiator Repair Specialist	17 .82
05370 - Tire Repairer	14 .44
05400 - Transmission Repair Specialist	19 .80

07000 - Food Preparation And Service Occupations

07010 - Baker	17 .23
07041 - Cook I	13 .97
07042 - Cook II	15 .66
07070 - Dishwasher	9 .89
07130 - Food Service Worker	9 .89
07210 - Meat Cutter	17 .18
07260 - Waiter/Waitress	11 .04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17 .78
09040 - Furniture Handler	11 .71
09080 - Furniture Refinisher	17 .78
09090 - Furniture Refinisher Helper	14 .00
09110 - Furniture Repairer, Minor	15 .88
09130 - Upholsterer	17 .78
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10 .39
11060 - Elevator Operator	10 .88
11090 - Gardener	15 .35
11122 - Housekeeping Aide	10 .39
11150 - Janitor	12 .80
11210 - Laborer, Grounds Maintenance	12 .13
11240 - Maid or Houseman	9 .39
11260 - Pruner	11 .97
11270 - Tractor Operator	14 .51
11330 - Trail Maintenance Worker	12 .13
11360 - Window Cleaner	14 .28
12000 - Health Occupations	
12010 - Ambulance Driver	15 .74
12011 - Breath Alcohol Technician	15 .74
12012 - Certified Occupational Therapist Assistant	21 .59
12015 - Certified Physical Therapist Assistant	21 .59
12020 - Dental Assistant	16 .53
12025 - Dental Hygienist	36 .58
12030 - EKG Technician	23 .84
12035 - Electroneurodiagnostic Technologist	23 .84
12040 - Emergency Medical Technician	15 .46
12071 - Licensed Practical Nurse I	14 .07
12072 - Licensed Practical Nurse II	15 .74

12073 - Licensed Practical Nurse III	17 .55
12100 - Medical Assistant	13 .25
12130 - Medical Laboratory Technician	15 .52
12160 - Medical Record Clerk	13 .72
12190 - Medical Record Technician	15 .35
12195 - Medical Transcriptionist	14 .81
12210 - Nuclear Medicine Technologist	36 .58
12221 - Nursing Assistant I	9 .20
12222 - Nursing Assistant II	10 .34
12223 - Nursing Assistant III	11 .28
12224 - Nursing Assistant IV	12 .67
12235 - Optical Dispenser	15 .47
12236 - Optical Technician	13 .82
12250 - Pharmacy Technician	15 .49
12280 - Phlebotomist	13 .01
12305 - Radiologic Technologist	23 .78
12311 - Registered Nurse I	25 .08
12312 - Registered Nurse II	30 .67
12313 - Registered Nurse II, Specialist	30 .67
12314 - Registered Nurse III	37 .11
12315 - Registered Nurse III, Anesthetist	37 .11
12316 - Registered Nurse IV	44 .49
12317 - Scheduler (Drug and Alcohol Testing)	19 .50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18 .36
13012 - Exhibits Specialist II	22 .74
13013 - Exhibits Specialist III	27 .32
13041 - Illustrator I	18 .36
13042 - Illustrator II	22 .74
13043 - Illustrator III	27 .32
13047 - Librarian	25 .18
13050 - Library Aide/Clerk	13 .05
13054 - Library Information Technology Systems Administrator	22 .74
13058 - Library Technician	18 .10
13061 - Media Specialist I	14 .73
13062 - Media Specialist II	18 .10
13063 - Media Specialist III	20 .16

13071 - Photographer I	16 .41
13072 - Photographer II	18 .36
13073 - Photographer III	22 .74
13074 - Photographer IV	27 .81
13075 - Photographer V	33 .65
13110 - Video Teleconference Technician	16 .41
14000 - Information Technology Occupations	
14041 - Computer Operator I	15 .07
14042 - Computer Operator II	16 .86
14043 - Computer Operator III	20 .58
14044 - Computer Operator IV	23 .79
14045 - Computer Operator V	25 .52
14071 - Computer Programmer I (1)	20 .77
14072 - Computer Programmer II (1)	25 .73
14073 - Computer Programmer III (1)	27 .62
14074 - Computer Programmer IV (1)	27 .62
14101 - Computer Systems Analyst I (1)	27 .62
14102 - Computer Systems Analyst II (1)	27 .62
14103 - Computer Systems Analyst III (1)	27 .62
14150 - Peripheral Equipment Operator	15 .07
14160 - Personal Computer Support Technician	23 .79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27 .62
15020 - Aircrew Training Devices Instructor (Rated)	32 .83
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	27 .62
15060 - Educational Technologist	27 .93
15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	19 .54
15090 - Technical Instructor	24 .93
15095 - Technical Instructor/Course Developer	25 .52
15110 - Test Proctor	16 .85
- 15120 - Tutor	16 .85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9 .53
16030 - Counter Attendant	9 .53
16040 - Dry Cleaner	12 .03

16070 - Finisher, Flatwork, Machine	9 .53
16090 - Presser, Hand	9 .53
16110 - Presser, Machine, Drycleaning	9 .53
16130 - Presser, Machine, Shirts	9 .53
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .53
16190 - Sewing Machine Operator	12 .87
16220 - Tailor	13 .71
16250 - Washer, Machine	10 .36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22 .18
19040 - Tool And Die Maker	26 .88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12 .59
21030 - Material Coordinator	22 .17
21040 - Material Expediter	22 .17
21050 - Material Handling Laborer	11 .73
21071 - Order Filler	12 .83
21080 - Production Line Worker (Food Processing)	12 .59
21110 - Shipping Packer	12 .58
21130 - Shipping/Receiving Clerk	12 .58
21140 - Store Worker I	10 .26
21150 - Stock Clerk	14 .62
21210 - Tools And Parts Attendant	12 .59
21410 - Warehouse Specialist	12 .76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24 .34
23021 - Aircraft Mechanic I	23 .12
23022 - Aircraft Mechanic II	24 .49
23023 - Aircraft Mechanic III	25 .80
23040 - Aircraft Mechanic Helper	17 .34
23050 - Aircraft, Painter	21 .81
23060 - Aircraft Servicer	19 .68
23080 - Aircraft Worker	20 .86
23110 - Appliance Mechanic	21 .30
23120 - Bicycle Repairer	14 .44
23125 - Cable Splicer	27 .39
23130 - Carpenter, Maintenance	20 .56
23140 - Carpet Layer	18 .52

23160 - Electrician, Maintenance	27 .22
23181 - Electronics Technician Maintenance I	20 .24
23182 - Electronics Technician Maintenance II	21 .68
23183 - Electronics Technician Maintenance III	23 .12
23260 - Fabric Worker	18 .80
23290 - Fire Alarm System Mechanic	23 .12
23310 - Fire Extinguisher Repairer	17 .35
23311 - Fuel Distribution System Mechanic	23 .12
23312 - Fuel Distribution System Operator	17 .35
23370 - General Maintenance Worker	16 .84
23380 - Ground Support Equipment Mechanic	23 .12
23381 - Ground Support Equipment Servicer	18 .80
23382 - Ground Support Equipment Worker	20 .37
23391 - Gunsmith I	17 .35
23392 - Gunsmith II	20 .24
23393 - Gunsmith III	23 .12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .71
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .02
23430 - Heavy Equipment Mechanic	21 .15
23440 - Heavy Equipment Operator	23 .12
23460 - Instrument Mechanic	23 .12
23465 - Laboratory/Shelter Mechanic	21 .68
23470 - Laborer	10 .66
23510 - Locksmith	17 .78
23530 - Machinery Maintenance Mechanic	23 .24
23550 - Machinist, Maintenance	21 .72
23580 - Maintenance Trades Helper	14 .00
23591 - Metrology Technician I	23 .12
23592 - Metrology Technician II	24 .34
23593 - Metrology Technician III	25 .64
23640 - Millwright	23 .12
23710 - Office Appliance Repairer	20 .29
23760 - Painter, Maintenance	17 .78
23790 - Pipefitter, Maintenance	25 .40
23810 - Plumber, Maintenance	24 .14
23820 - Pneudraulic Systems Mechanic	23 .12

23850 - Rigger	23 .12
23870 - Scale Mechanic	20 .24
23890 - Sheet-Metal Worker, Maintenance	24 .48
23910 - Small Engine Mechanic	17 .81
23931 - Telecommunications Mechanic I	24 .69
23932 - Telecommunications Mechanic II	25 .99
23950 - Telephone Lineman	21 .69
23960 - Welder, Combination, Maintenance	18 .71
23965 - Well Driller	23 .12
23970 - Woodcraft Worker	23 .12
23980 - Woodworker	17 .35
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .13
24580 - Child Care Center Clerk	12 .40
24610 - Chore Aide	10 .51
24620 - Family Readiness And Support Services Coordinator	10 .25
24630 - Homemaker	13 .13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23 .12
25040 - Sewage Plant Operator	21 .39
25070 - Stationary Engineer	23 .12
25190 - Ventilation Equipment Tender	18 .71
25210 - Water Treatment Plant Operator	21 .33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18 .19
27007 - Baggage Inspector	14 .50
27008 - Corrections Officer	21 .78
27010 - Court Security Officer	24 .10
27030 - Detection Dog Handler	18 .19
27040 - Detention Officer	21 .78
27070 - Firefighter	21 .85
27101 - Guard I	14 .50
27102 - Guard II	18 .19
27131 - Police Officer I	26 .34
27132 - Police Officer II	29 .26
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13 .74

28042 - Carnival Equipment Repairer	14 .68
28043 - Carnival Equipment Worker	10 .29
28210 - Gate Attendant/Gate Tender	12 .36
28310 - Lifeguard	10 .82
28350 - Park Attendant (Aide)	13 .83
28510 - Recreation Aide/Health Facility Attendant	10 .09
28515 - Recreation Specialist	17 .13
28630 - Sports Official	11 .01
28690 - Swimming Pool Operator	20 .45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Braccr	20 .89
29020 - Hatch Tender	20 .89
29030 - Line Handler	20 .89
29041 - Stevedore I	19 .40
29042 - Stevedore II	22 .37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32 .97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22 .73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25 .03
30021 - Archeological Technician I	15 .80
30022 - Archeological Technician II	17 .66
30023 - Archeological Technician III	21 .88
30030 - Cartographic Technician	23 .16
30040 - Civil Engineering Technician	22 .53
30061 - Drafter/CAD Operator I	14 .29
30062 - Drafter/CAD Operator II	16 .75
30063 - Drafter/CAD Operator III	18 .68
30064 - Drafter/CAD Operator IV	21 .88
30081 - Engineering Technician I	14 .28
30082 - Engineering Technician II	16 .03
30083 - Engineering Technician III	17 .97
30084 - Engineering Technician IV	22 .22
30085 - Engineering Technician V	27 .17
30086 - Engineering Technician VI	35 .66
30090 - Environmental Technician	20 .31
30210 - Laboratory Technician	19 .75
30240 - Mathematical Technician	20 .14

30361 - Paralegal/Legal Assistant I	16 .69
30362 - Paralegal/Legal Assistant II	19 .89
30363 - Paralegal/Legal Assistant III	22 .70
30364 - Paralegal/Legal Assistant IV	27 .48
30390 - Photo-Optics Technician	20 .14
30461 - Technical Writer I	16 .87
30462 - Technical Writer II	20 .64
30463 - Technical Writer III	24 .97
30491 - Unexploded Ordnance (UXO) Technician I	20 .95
30492 - Unexploded Ordnance (UXO) Technician II	25 .35
30493 - Unexploded Ordnance (UXO) Technician III	30 .39
30494 - Unexploded (UXO) Safety Escort	20 .95
30495 - Unexploded (UXO) Sweep Personnel	20 .95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	18 .68
30621 - Weather Observer, Senior (2)	20 .75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11 .31
31030 - Bus Driver	16 .32
31043 - Driver Courier	12 .28
31260 - Parking and Lot Attendant	10 .18
31290 - Shuttle Bus Driver	12 .63
31310 - Taxi Driver	11 .88
31361 - Truckdriver, Light	12 .35
31362 - Truckdriver, Medium	14 .03
31363 - Truckdriver, Heavy	17 .19
31364 - Truckdriver, Tractor-Trailer	17 .19
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .31
99050 - Desk Clerk	9 .13
99095 - Embalmer	20 .95
99251 - Laboratory Animal Caretaker I	12 .19
99252 - Laboratory Animal Caretaker II	13 .28
99310 - Mortician	20 .95
99410 - Pest Controller	19 .00
99510 - Photofinishing Worker	11 .01
99710 - Recycling Laborer	12 .80
99711 - Recycling Specialist	15 .62

99730 - Refuse Collector	11 .97
99810 - Sales Clerk	12 .30
99820 - School Crossing Guard	11 .71
99830 - Survey Party Chief	23 .63
99831 - Surveying Aide	14 .85
99832 - Surveying Technician	20 .32
99840 - Vending Machine Attendant	16 .41
99841 - Vending Machine Repairer	20 .45
99842 - Vending Machine Repairer Helper	16 .41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:**
If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The

conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DAVIS-BACON ACT WAGE DETERMINATION

General Decision Number: WA080009 02/08/2008 WA9
 Superseded General Decision Number: WA20070009
 State: Washington
 Construction Types: Building, Heavy and Highway
 Counties: Benton and Franklin Counties in Washington.

(D.O.E. HANFORD SITE ONLY)

BENTON AND FRANKLIN COUNTIES (D.O.E. HANFORD SITE ONLY)
 BUILDING (does not include residential construction consisting of single family homes and
 apartments up to and including 4 stories), HEAVY and HIGHWAY CONSTRUCTION

Modification Number Publication Date
 0 02/08/2008

 * SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

	Rates	Fringes
Asbestos/Insulator Worker	\$ 28.24	12.25
BOILERMAKER	\$ 31.10	18.77
BRICKLAYER	\$ 25.86	10.61
Carpenters:		
Carpenters	\$ 25.68	9.30
Divers	\$ 35.06	9.30
Millwright & Machine		
Erector	\$ 27.18	9.30
Piledriver	\$ 25.95	9.30
Tenders	\$ 27.00	9.30
Cement Masons:		
GROUP 1	\$ 24.68	7.98
GROUP 2	\$ 25.30	7.98
GROUP 3	\$ 25.81	7.98
Electricians:		
Cable Splicers	\$ 33.56	3%+13.33
Electricians	\$ 31.95	3%+13.33

IRONWORKER	\$ 28.22	15.52
Laborers:		
GROUP 1	\$ 21.81	7.40
GROUP 2	\$ 22.08	7.40
GROUP 3	\$ 22.35	7.40
GROUP 4	\$ 22.63	7.40
GROUP 5	\$ 23.19	7.40
PAINTER (includes tape finishers, soft floor covers, glaziers, spray painters, steel painters, steam clean and acid etching, sign writers)		
	\$ 15.34	7.38
PLUMBER/PIPEFITTER	\$ 35.69	18.55
Power equipment operators:		
GROUP 1	\$ 23.24	9.02
GROUP 2	\$ 23.56	9.02
GROUP 3	\$ 24.17	9.02
GROUP 4	\$ 24.49	9.02
GROUP 5	\$ 24.77	9.02
GROUP 6	\$ 25.04	9.02
GROUP 7	\$ 26.14	9.02
GROUP 8	\$ 27.48	9.02
Roofer, Waterprofer, Kettleman	\$ 21.93	8.25
Sheet metal worker	\$ 28.21	14.50
SPRINKLER FITTER	\$ 27.95	14.65
TRUCK DRIVER		
GROUP 1	\$ 20.08	11.07
GROUP 2	\$ 22.35	11.07
GROUP 3	\$ 22.39	11.07
GROUP 4	\$ 22.68	11.07
GROUP 5	\$ 22.79	11.07
GROUP 6	\$ 22.96	11.07
GROUP 7	\$ 23.49	11.07
GROUP 8	\$ 23.82	11.07

CEMENT MASON CLASSIFICATIONS

GROUP 1: Rodding, tamping, floating, troweling, patching, stoning, rubbing, sack rubbing; All exposed aggregate finishing; Setting of screeds, screeds forms, curb and gutter and sidewalk forms; Preparation of all concrete for caulking of the joints and the caulking of expansion joints; Preparation of concrete for the application of hardners, sealers and curing compounds and their application; Grouting and dry packing of machine base; removal of snap ties and she bolts prior to patching of concrete

GROUP 2: Power troweling machine operator; Troweling of magnesite, torganal or material with epoxy bases of oxichloride base; All power grinders, bushing hammer, chipping gun; All sandblasting for architectural finishes and exposing of aggregate for finish; Concrete sawing and cutting for expansion joints and scoring for decorative patterns; Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines; Scarifiers; Working on scaffolds

GROUP 3: Grinding, bushing or chipping of toxic materials or high density concrete; Operating of power tools on a scaffold

LABORER CLASSIFICATIONS

GROUP 1: Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Signalman; Concrete Crewman (to include Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine- 6 inches and smaller); Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include Guard Rail, guide and reference posts, sign posts, and right-of-way markers); Flagman; Form cleaning machine feeder; Stacker; General Laborer; Group Machine Header Tender; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Buckler and Faller (by hand); Truck Loader; Wellpoint Man; Window Cleaner

GROUP 2: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, paving; Grade Checker using level optional; Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, and form setter); Nozzleman (to include squeeze and flow-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs); Pipelayer, corrugated metal culvert; Pipelayer, multi-section; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electrical, pneumatic; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar Tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Wheelbarrow, power driven; Water Pipe Liner

GROUP 3: Air Track Drill; Bit Grinder; Brush Machine (to include Horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include Laborers when working on free standing concrete stacks for

smoke or fume control above 40 ft high); Gunnite (to include operation of machine and nozzle); High Scaler; Hod Carrier; Miner, Class "C" (to include miner, nozzleman for concrete, and laser beam operator on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1200 lbs., jet blast machine, power propelled, sandblast nozzle); Pavement Breaker, 90 lbs. & over; Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewraper; Vibrators (all); Laser Beam Operator (Grade Checker and Elevation Control)

GROUP 4: Drills with dual masts; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 5: Powderman

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel or electric power); Crusher Feeder (mechanical); Deck Hand; Drillers Tender; Fireman and Heater Tender; Grade Checker; Tender Mechanic, Welder H.D.; Hydro-seeder, Mulcher, Nozzleman; Oiler; Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine

GROUP 2: A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator, hoisting materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator

GROUP 3: A-Frame Truck (2 or more drums); Assistant Refrigeration Plant and Chiller Operator (over 1000 ton); Backfillers (Cleveland and similar); Batch Plant and Wet Mix Operator single unit (concrete); Belt-crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bend Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete) Chipper (without crane), Cleaning and Doping Machine (pipeline); Curb Extruder (Asphalt and Concrete); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel, electric); Guniting Combination Mixer and Compressor; Locomotive Engineer; Mixermobile; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Surface Heater and Planer Machine; Tractor (to D-6 or equivalent) and Traxacavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Blade Operator (motor patrol and attachments); Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman and similar); Drilling Equipment (8 inch bit and over) (Robbins, reverse circulation and similar); Drills (Churn, Core, Calyx, or Diamond); Equipment serviceman, Greaser and Oiler; Hoe Ram; Hoist (2 or more drums or Tower Hoist); Loaders (overhead and front-end, under 4 yards R/T); Paving (Dual Drum) Rubber Tire; Refrigeration Plant Engineers (under 1000 ton); Signalman (Whileys, Highline, Hammerheads or similar); Skidders (R/T with or without attachments); Screed Operator; Trenching Machines (under 7 ft depth capacity); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Automatic Subgrader (Ditches and Trimmers) (Autograde, ABC, R.A. Hansen and similar on grade wire); Backhoe (under 1 yd); Batch Plant (over 4 units); Batch and Wet Mix Operator (mutiple units, 2 and including 4); Boat Operator; Cableway Controller (dispatcher); Concrete Pump Boom Truck; Conveyor Aggregate Placement Equipment; Cranes (25 tons and under); Derricks and Stifflegs (under 65 tons); Drill Doctor; Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Piledriving Engineers; Roller man (finishing pavement); Trenching Machines (7 ft depth and over)

GROUP 6: Asphalt Plant Operator (Backhoes (1 yd to 3 yds); Blade (finish and bluetop) Automatic, CMI, ABC and similar when used as automatic; Boom Cats (side); Cableway Operators; Clamshell Operators (under 3 yds); Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yds); Elevating Belt (holland type); Gradall (1 yd to 3 yds); Loader Operator (front-end and overhead, 4 yards, including 8 yds); Mucking Machine; Quadtrack or similar equipment; Rubber-tired Scrapers; Shovels (under 3 yds); Tractors (D-6 and equivalent and over); Vactor Guzzler, Super Sucker; Concrete Cleaning/Decontamination Machine; Ultra High Pressure Waterjet Cutting Tool System (30,000 psi)

GROUP 7: Backhoes (3 yds and over); Cranes (All Cranes over 45 tons, including 100 tons) Climbing, Rail and Tower Cranes up to including 45 tons; Clamshell Operator (3 yds. and over); Derricks and Stifflegs (65 tons and over); Draglines (3 yds and over); Lead Water Well Driller; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead and front-end, over 8 yds); Shovels (3 yds and over); Whirleys and Hammerheads, all; Vacuum Blasting Machine Operator; HD Mechanic/welder

GROUP 8: Cranes (all cranes over 100 tons); Climbing, Rail and Tower Cranes over 45 tons

ALL CRANE BOOMS, INCLUDING TOWER CRANES: Measure from center of rotation to center of shaft (radius): 130 ft TO 200 ft .50 hr. additional to classification Over 200 ft .80 hr. additional to classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car tender and swamper, Pickup Hauling Employees or Materials

GROUP 2: Flat Bed Truck, single rear axle; Fork Lift, 3000 lbs and under; Leverperson Loading Trucks at Bunkers; Seeder and Mulcher; Stationary Fuel Operator; Team Driver; Tractor (small rubber tired, pulling trailer or similar equipment); Trailer Mounted hydro Seeder and Mulcher; Water Tank Truck, up to 1800 gallons

GROUP 3: Bus Driver or Employee Haul Driver; Flat Bed Truck, dual rear axle; Power Boat hauling employees or material

GROUP 4: Buggy Mobile and similar; Bulk Cement Tanks and Spreader; Power Operated Sweeper; Straddle Carrier (Ross, Hyster and similar); Water Tank Truck, 1801-4000 gallons

GROUP 5: Auto Crane, 2000 lbs capacity; Dumptor (6 yds and under); Flat Bed Truck (with hydraulic system); Fork Lift (3001-16,000 lbs); Fuel Truck Driver, steam cleaner and washer; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Transite Mixers & mixers hauling concrete 3 yd to and including 6 yd.; Wrecker and Tow Trucks

GROUP 6: A-Frame; Service Greaser; Tireperson; Truck, side, end, and bottom & articulated end dump (up to and including 12 yds); Water Tank Truck, 4001 to 8000 gallons

GROUP 7: Dumps, semi-end; Flagerty Spreader Box Driver; Flowboys; Fork lift, 16,000 lbs and over; Lowboy, 50 tons and under; Mechanic, Field; Oil Distributors Driver (road, bootperson, leverperson); and Oil Tank Driver; Self-Loading Roll Off and Dumpster over 6 yds; Stringer Truck (cable operated trailer); Tractor with Steer Trailer; Transfer Truck & Trailer; Transit Mixers & Truck Hauling Concrete: over 6 yards to and including 20 yards; Truck & Pup; Trucks, side, end, bottom, & articulated end dump: over 12 yards to and including 100 yards; Truck Mounted Crane (with load-bearing surface, either mounted or pulled) up to 14 tons; Turnarocker, DWs & similar, with 2 or or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck, 8,001 to 14,000; Semi-truck and Trailer, 50 tons and under Lowboy

GROUP 8: Lowboy, over 50 tons; Prime movers & stinger truck; Transit Mixers and truck hauling concrete, over 20 yards; Trucks, side, end bottom and articulated end dump, over 100 yards.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

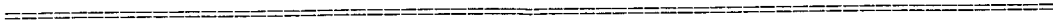
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISION