

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

SECTION J

LIST OF ATTACHMENTS

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ATTACHMENT J-1 TABLE OF RIVER CORRIDOR CLOSURE CONTRACT WORK SCOPE

See separate spreadsheet entitled "ATTACHMENT J-1 TABLE OF RIVER CORRIDOR CLOSURE CONTRACT WORK SCOPE."

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

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

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

LIST B: APPLICABLE DOE DIRECTIVES

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

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

Directive Identifier	Title	Changes
Contractor Requirements Document (CRD) O 110.3 (Supplement Rev. 0)	Conference Management	
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	
DOE P 141.1	DOE Management of Cultural Resources	
CRD O 142.1	Classified Visits Involving Foreign Nationals	
CRD O 142.2	Safeguards Agreement and Protocol with the International Atomic Energy Agency	
CRD O 142.3	Unclassified Foreign Visits and Assignments	
CRD O 151.1B	Comprehensive Emergency Management System	
CRD O 200.1	Information Management Program	
CRD O 205.1 (Supplement Rev. 0)	Department of Energy Cyber Security Management Program	
CRD N 205.2	Foreign National Access to DOE Cyber Systems	
CRD N 205.3	Password Generation, Protection and Use	
CRD N 205.4 (Supplement Rev. 0)	Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents	
CRD N 205.8	Cyber Security Requirements for Wireless Devices and Information Systems	
CRD N 205.9	Certification and Accreditation Process for Information Systems Including National Security Systems	

Directive Identifier	Title	Changes
CRD N 205.10	Cyber Security Requirements for Risk Management	
CRD N 205.11	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems	
CRD N 205.12	Clearing, Sanitizing, and Destroying Information System Storage Media, Memory Devices, and Other Related Hardware	
CRD O 221.1	Reporting Fraud, Waste and Abuse	
CRD O 221.2	Cooperation with the Office of Inspector General	
CRD O 225.1A	Accident Investigations	
CRD M 231.1-1A	Environment, Safety and Health Reporting	
CRD O 231.1A	Environment, Safety and Health Reporting	1
CRD M 231.1-2, (Supplement Rev. 1)	Occurrence Reporting and Processing of Operations Information	
CRD O 241.1A	Scientific and Technical Information Management	1
CRD O 251.1A	Directives System	
DOE M 251.1-1A	Directives System Manual	
CRD O 350.1	Contractor Human Resource Management Programs	1
CRD O 350.2A	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area	
CRD O 413.1A	Management Control Program	
CRD O 413.3	Program and Project Management for the Acquisition of Capital Assets	
CRD O 414.1B	Quality Assurance	
CRD O 420.1A (Supplement Rev. 1)	Facility Safety	
CRD O 425.1C (Supplement Rev. 0)	Startup and Restart of Nuclear Facilities	
CRD O 430.1B	Real Property Asset Management	
CRD O 430.2A	Departmental Energy and Utilities Management	
CRD O 433.1	Maintenance Management Program for DOE Nuclear Facilities	
CRD O 435.1 (Supplement Rev. 0)	Radioactive Waste Management	1
CRD O 440.1A (Supplement, Rev. 0)	Worker Protection Management for DOE Federal and Contractor Employees	
CRD O 440.2B	Aviation Management and Safety	
CRD O 442.1A (Supplement Rev. 1)	Department of Energy Employee Concerns Program	
CRD O 450.1	Environmental Protection Program	
CRD O 460.1B	Packaging and Transportation Safety	

Directive Identifier	Title	Changes
CRD O 460.2 (Supplement Rev. 0 including specific clarification 1)	Departmental Materials, Transportation, and Packaging Management	1
CRD M 460.2-1	Radioactive Material Transportation Practices Manual	
CRD O 470.1, Except CRD Chapters III and VI (Supplement Rev. 1)	Safeguards and Security Program	1
CRD M 470.1-1	Safeguards and Security Awareness Program	
CRD O 470.2B (Supplement Rev. 2)	Independent Oversight and Performance Assurance Program	
CRD O 471.1A (Supplement Rev. 0)	Identification and Protection of Unclassified Controlled Nuclear Information	
CRD O 471.2A	Information Security Program	
CRD O 471.3 (Supplement Rev. 1)	Identifying and Protecting Official Use Only Information	
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	
CRD O 471.4	Incidents of Security Concern	
CRD O 472.1C	Personnel Security Activities	
CRD O 473.1	Physical Protection Program	
CRD M 473.1-1 (Supplement Rev. 0)	Physical Protection Program Manual	
CRD N 473.9	Security Conditions	
CRD O 474.1A	Control and Accountability of Nuclear Materials	
CRD M 474.1-1B (Supplement Rev. 0)	Manual for Control and Accountability of Nuclear Materials	
CRD M 474.1-2A	Nuclear Materials Management and Safeguards System Reporting and Data Submission	
CRD O 534.1B	Accounting	
CRD O 551.1B (Supplement Rev. 0)	Official Foreign Travel	
CRD M 573.1-1	Mail Services User's Manual	
DOE O 5400.5	Radiation Protection of the Public and the Environment	1, 2
CRD 5480.19 (Supplement Rev. 1)	Conduct of Operations Requirements for DOE Facilities	2
CRD O 5480.20A	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities	1
DOE O 5670.3	Counterintelligence Program	
DOE/RL-0223	RL Emergency Implementing Procedures	
DOE/RL-96-68, Rev. 2	Hanford Analytical Services Quality Assurance Requirements Documents	

Directive Identifier	Title	Changes
DOE/RL-94-02, Rev. 2	Hanford Emergency Management Plan	
DOE/RL, Rev. 1-2002-12, dated September 2001	Hanford Site Radiological Health and Safety Manual	

ATTACHMENT J-3 PERFORMANCE GUARANTEE AGREEMENTS

PERFORMANCE GUARANTEE AGREEMENT – Washington Group International, Inc.

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-AC06-05RL14655 for the River Corridor Closure Contract (Contract) dated (See Standard Form 33 Block 28), by and between the Government and Washington Closure LLC (Contractor), the undersigned, Washington Group International, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 720 Park Boulevard, Boise, Idaho, hereby unconditionally guarantees to the Government: (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in a whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

October 7, 2004
Date

Washington Group International, Inc.
Name of Corporation

(original signed by)
Richard D. Parry
Sr. Vice President and General Counsel

ATTESTATION:

(original signed by)
Craig G. Taylor
Corporate Secretary

(Corporate Seal Affixed)

PERFORMANCE GUARANTEE AGREEMENT – Bechtel Corporation

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-AC06-05RL14655 for the River Corridor Closure Contract (Contract) dated (See Standard Form 33 Block 28), by and between the Government and Washington Closure LLC (Contractor), the undersigned, Bechtel Corporation (Guarantor), a corporation incorporated in the State of Nevada with its principal place of business at 50 Beale Street, San Francisco, California, hereby unconditionally guarantees to the Government: (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in a whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization,

Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

October 7, 2004
_____ Date

Bechtel Corporation
_____ Name of Corporation

(original signed by)
_____ Richard M. Burt, Senior Vice President

(original signed by)
_____ Secretary of Bechtel Corporation

(Corporate Seal Affixed)

PERFORMANCE GUARANTEE AGREEMENT – CH2M HILL, Companies, Ltd

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-AC06-05RL14655 for the River Corridor Closure Contract (Contract) dated (See Standard Form 33 Block 28), by and between the Government and Washington Closure LLC (Contractor), the undersigned, CH2M HILL, Companies Ltd (Guarantor), a corporation incorporated in the State of Oregon with its principal place of business at 9191 South Jamaica Street, Englewood, Colorado, hereby unconditionally guarantees to the Government: (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in a whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization,

Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

October 7, 2004
Date

CH2M HILL Companies, Ltd
Name of Corporation

(original signed by)
S. Wyatt McCallie, Vice President

ATTESTATION:

(original signed by)
Spencer Wyatt McCallie,
Official Authorized to Affix Corporate Seal

(Corporate Seal Affixed)

ATTACHMENT J-4 SMALL BUSINESS SUBCONTRACTING PLAN

The Washington Closure LLC Small Business Subcontracting Plan is on file at the Richland Operations Office and will be available at www.hanford.gov/rl

The Washington Small Business Subcontracting Goals are as follows (as a percent of total subcontracting effort):

Small Business (SB):	65.0%
Small Disadvantaged Business:	22.0%
Women-Owned SB:	13.0%
HUBZone SB:	4.5%
Veteran-Owned SB:	3.0%
Service-Disabled Veteran-Owned SB:	3.0%

Plan submitted by Patrick L. Pettiette, President, Washington Closure LLC, October 7, 2004

Plan accepted by Michael K. Barrett, Contracting Officer, DOE-RL on Contract Award Date

(signatures on file)

ATTACHMENT J-5 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS

(A) Washington Closure

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal		

(B) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
238	Specialty Trade Contractors	37,352,000	1.92
423	Merchant Wholesalers, Durable Goods*	43,104,000	2.21
541	Professional, scientific, & tech srvcs*	13,931,000	0.72
562	Waste mgt & remediation services*	162,591,000	8.34
	Subtotal	256,978,000	13.19

(C) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
238	Specialty Trade Contractors	37,352,000	1.92
423	Merchant Wholesalers, Durable Goods*	43,104,000	2.21
541	Professional, scientific, & tech srvcs*	13,931,000	0.72
562	Waste mgt & remediation services*	162,591,000	8.34
	Subtotal	256,978,000	13.19

* SDB Participation from industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at:
<http://www.census.gov/epcd/www/naics.html/>

** All percentages shown as a percent of the total target cost + target fee + pension cost

For information purposes, "targets" (as required under this provision) and "goals" (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	<i>SDB prime contractor \$ & % (including JV partners and teaming members) and SDB subcontractors \$ & % in SIC major groups eligible for 10% price evaluation adjustment</i>	<i>Subcontractors \$ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business</i>
Percentages	% of total contract value	% of Total Subcontracting
Reporting	OF 312 at contract completion	SF 294 and SF 295 at intervals per FAR 52.219-9(j)

ATTACHMENT J-6 ADVANCE AGREEMENT, PERSONNEL, AND RELATED COSTS

This attachment will be prepared subsequent to Contract award pursuant to Clause H.19, *Advance Understanding of Costs*.

ATTACHMENT J-7 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

*Special Financial Institution Account Agreement for use
with the Payments Cleared Financing Arrangement*

Agreement entered into this ____ day of _____, _____, between the United States of America (hereinafter called the "Government") represented herein by the U.S. Department of Energy (hereinafter called the "DOE"), and _____ (hereinafter called the "Contractor"), a corporation under the laws of the State of _____, and U.S. Bank, (hereinafter called the "Bank"), a banking corporation existing under the laws of the State of Washington, located at Richland, Washington.

Recitals

- (1) On the date of _____, _____, DOE and the Contractor entered into Contract(s) No. DE-AC06-_____, or a supplemental agreement thereto, providing for the transfer of funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000. These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Bank.
- (3) The special demand deposit account shall be designated " _____ Account."

Covenants

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

- (1) The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Bank or others with respect to such account.
- (2) The Bank shall be bound by the provisions of said contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said account. After receipt by the Bank of directions from the Contracting Officer, or from the duly authorized representative of the Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Bank are concerned, be considered as having been properly issued and filed with the Bank by DOE.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Bank with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Bank for a period of six (6) years after final payment under the contract.

- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in DOE Solicitation DE-RP06-95RL13170 dated April 12, 1995, in consideration of placement by DOE of a noninterest-bearing time deposit with the Bank in an amount as shown in DOE's quarterly adjustment to the noninterest-bearing time deposit account. The Bank agrees that per-item costs, detailed in its bid dated June 12, 1995, will remain constant during the term of this Contract. Battelle Memorial Institute has withdrawn funds from its special demand deposit account to use to make a noninterest-bearing time deposit in a separate account in the Bank. That account is defined as the time deposit account. The funds in the time deposit account will remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward, but only with the approval of DOE.

- (6) The Bank shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of _____, beginning on the _____ day of _____, _____, and ending on the _____ day of _____, _____.
- (8) DOE, the Contractor, or the Bank, may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Contractor, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Bank shall be terminated automatically upon the delivery of written notice to the Bank.
- (11) In the event of termination, the Bank agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items (for compensation by noninterest-bearing time deposit only).

Within 7 days of the expiration of the Agreement term, an analysis of the special demand deposit account shall be made by DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Bank for services rendered up to the expiration date.

- (a) If the analysis indicates that the Bank has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Contractor shall:
 - (i) Maintain on deposit, during this 90-day period, sufficient Federal funds to reimburse the Bank for prior cumulative loss of earnings; and
 - (ii) Maintain on deposit in the time deposit account sufficient Federal funds to compensate the Financial Institution for services rendered.
- (b) If the analysis indicates that the Bank has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Bank a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- (c) If cumulative excess compensation is not sufficient to compensate the Bank for services rendered during the 90-day period, adjustments shall be made to the time deposit account to compensate the Bank for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

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

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

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

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

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

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

_____ by _____
(Date Signed) (Typed Name of Contracting Officer)

(Signature of Contracting Officer)

WITNESS

_____ _____
(Typed Name of Witness) (Typed Name of Contractor)

_____ by _____
(Signature of Witness) (Typed Name of Contractor's Representative)

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

(Signature of Contractor's Representative)

(Title)

(Address)

(Date Signed)

(Name of Witness)

(Name of Financial Institution)

(Typed Name of Financial Institution Representative)

(Signature of Witness)

(Signature of Financial Institution Representative)

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

(Title)

(Address)

(Date Signed)

NOTE

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

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

NOTE

Financial Institution (or Bank), if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Financial Institution (or Bank) herein; that _____, who signed this Agreement on behalf of the Financial Institution (or Bank), was then _____ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

ATTACHMENT J-8 EMPLOYEE BENEFITS AND PENSION PLANS

Pursuant to application employee benefit and pension requirements in Contract Section H, *Special Contract Requirement*, the Contractor shall annually submit the Report of Contractor Expenditures for Employee Supplemental Compensation.

ATTACHMENT J-9 WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON ACT

SERVICE CONTRACT ACT WAGE DETERMINATION

94-2569 WA, YAKIMA

WAGE DETERMINATION NO: 94-2569 REV (20) AREA: WA, YAKIMA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2570

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2569
Revision No.: 20
Date Of Revision: 03/05/2004

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	10.58
01012 - Accounting Clerk II	11.87
01013 - Accounting Clerk III	13.53
01014 - Accounting Clerk IV	16.34
01030 - Court Reporter	14.95
01050 - Dispatcher, Motor Vehicle	14.85
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	12.14
01115 - General Clerk I	9.20
01116 - General Clerk II	10.25
01117 - General Clerk III	12.01
01118 - General Clerk IV	13.46
01120 - Housing Referral Assistant	18.17
01131 - Key Entry Operator I	11.14
01132 - Key Entry Operator II	12.01
01191 - Order Clerk I	11.07
01192 - Order Clerk II	12.09
01261 - Personnel Assistant (Employment) I	12.01
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.08
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	17.02
01290 - Rental Clerk	11.59
01300 - Scheduler, Maintenance	13.99
01311 - Secretary I	13.99
01312 - Secretary II	15.63
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	15.10
01341 - Stenographer I	12.01

01342 - Stenographer II	13.33
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	12.55
01460 - Switchboard Operator-Receptionist	10.38
01510 - Test Examiner	15.63
01520 - Test Proctor	15.63
01531 - Travel Clerk I	11.74
01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.50
01611 - Word Processor I	11.34
01612 - Word Processor II	12.74
01613 - Word Processor III	14.25
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.06
03041 - Computer Operator I	13.18
03042 - Computer Operator II	16.28
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.32
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.00
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.52
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.92
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51
11360 - Window Cleaner	13.35

12000 - Health Occupations	
12020 - Dental Assistant	13.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.54
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.34
12073 - Licensed Practical Nurse III	16.05
12100 - Medical Assistant	12.36
12130 - Medical Laboratory Technician	13.55
12160 - Medical Record Clerk	12.40
12190 - Medical Record Technician	13.58
12221 - Nursing Assistant I	8.23
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.09
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.82
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	19.16
12312 - Registered Nurse II	23.46
12313 - Registered Nurse II, Specialist	23.46
12314 - Registered Nurse III	28.39
12315 - Registered Nurse III, Anesthetist	28.39
12316 - Registered Nurse IV	34.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.92
13011 - Exhibits Specialist I	15.52
13012 - Exhibits Specialist II	18.52
13013 - Exhibits Specialist III	20.53
13041 - Illustrator I	15.52
13042 - Illustrator II	18.52
13043 - Illustrator III	20.53
13047 - Librarian	23.17
13050 - Library Technician	13.59
13071 - Photographer I	15.10
13072 - Photographer II	17.46
13073 - Photographer III	20.92
13074 - Photographer IV	23.31
13075 - Photographer V	25.87
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.62
15030 - Counter Attendant	8.62
15040 - Dry Cleaner	10.89
15070 - Finisher, Flatwork, Machine	8.62
15090 - Presser, Hand	8.62
15100 - Presser, Machine, Drycleaning	8.62
15130 - Presser, Machine, Shirts	8.62
15160 - Presser, Machine, Wearing Apparel, Laundry	8.62
15190 - Sewing Machine Operator	11.65
15220 - Tailor	12.41
15250 - Washer, Machine	9.38
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.96
19040 - Tool and Die Maker	22.98
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.89
21020 - Material Coordinator	16.65
21030 - Material Expediter	16.65
21040 - Material Handling Laborer	10.15
21050 - Order Filler	11.28
21071 - Forklift Operator	11.81
21080 - Production Line Worker (Food Processing)	12.34
21100 - Shipping/Receiving Clerk	11.14
21130 - Shipping Packer	11.23
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	12.32
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.66
23040 - Aircraft Mechanic Helper	14.00
23050 - Aircraft Quality Control Inspector	19.68
23060 - Aircraft Servicer	15.88

23070 - Aircraft Worker	16.84
23100 - Appliance Mechanic	17.78
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	20.58
23130 - Carpenter, Maintenance	18.69
23140 - Carpet Layer	16.84
23160 - Electrician, Maintenance	22.97
23181 - Electronics Technician, Maintenance I	16.75
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.58
23260 - Fabric Worker	16.77
23290 - Fire Alarm System Mechanic	19.87
23310 - Fire Extinguisher Repairer	15.76
23340 - Fuel Distribution System Mechanic	19.87
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.13
23460 - Instrument Mechanic	19.87
23470 - Laborer	9.99
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	18.71
23550 - Machinist, Maintenance	18.71
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	19.87
23700 - Office Appliance Repairer	18.84
23740 - Painter, Aircraft	18.84
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	22.58
23800 - Plumber, Maintenance	21.45
23820 - Pneudraulic Systems Mechanic	19.87
23850 - Rigger	19.87
23870 - Scale Mechanic	17.81
23890 - Sheet-Metal Worker, Maintenance	20.58
23910 - Small Engine Mechanic	17.81
23930 - Telecommunication Mechanic I	19.87
23931 - Telecommunication Mechanic II	20.91
23950 - Telephone Lineman	19.87
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	19.87
23970 - Woodcraft Worker	19.87
23980 - Woodworker	15.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.56
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.56
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.19
27000 - Protective Service Occupations	
(not set) - Police Officer	25.20
27004 - Alarm Monitor	13.67
27006 - Corrections Officer	18.00
27010 - Court Security Officer	20.23
27040 - Detention Officer	18.00
27070 - Firefighter	20.67
27101 - Guard I	10.89
27102 - Guard II	13.67
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.67
28020 - Hatch Tender	17.67
28030 - Line Handler	17.67
28040 - Stevedore I	16.36
28050 - Stevedore II	18.84
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	29.93

29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.72
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97
29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.17
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	15.30
29362 - Paralegal/Legal Assistant II	18.89
29363 - Paralegal/Legal Assistant III	21.04
29364 - Paralegal/Legal Assistant IV	25.65
29390 - Photooptics Technician	20.14
29480 - Technical Writer	18.76
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.61
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	9.75
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.12
31362 - Truckdriver, Medium Truck	13.77
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.04
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.96
99500 - Recreation Specialist	13.90
99510 - Recycling Worker	14.64
99610 - Sales Clerk	10.83
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.53
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.79
99660 - Surveying Aide	12.27
99690 - Swimming Pool Operator	17.73
99720 - Vending Machine Attendant	14.64
99730 - Vending Machine Repairer	17.73
99740 - Vending Machine Repairer Helper	14.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) 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 ordnance, 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

DAVIS-BACON ACT WAGE DETERMINATION

GENERAL DECISION: WA20030009 01/30/2004 WA9

Date: January 30, 2004
 General Decision Number: WA20030009 01/30/2004

Superseded General Decision Number: WA020009

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	06/13/2003
1	01/30/2004

SUWA1996-001 03/22/1996

	Rates	Fringes
Landscape Laborer.....	\$ 8.00	

* SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

	Rates	Fringes
Asbestos/Insulator Worker.....	\$ 25.48	9.95
Boilermaker (effective 10/1/2001).....	\$ 27.77	14.25
Bricklayer.....	\$ 23.56	9.21
Carpenters:		
Boom man.....	\$ 23.72	6.00
Carpenters.....	\$ 23.88	6.75
Millwright & Machine erector.....	\$ 24.99	6.75
Piledriver.....	\$ 23.45	6.00
Sawfiler, Stationary Power Woodworking Tool Operator.....	\$ 23.34	6.00

Cement Masons:		
GROUP 1.....	\$ 23.18	5.63
GROUP 2.....	\$ 22.80	5.63
GROUP 3.....	\$ 23.46	7.03
Electricians: (effective 12/01/2001)		
Cable Splicers.....	\$ 29.61	3%+8.18
Electricians.....	\$ 29.30	3%+10.98
Ironworker.....	\$ 26.32	12.35
Laborers:		
GROUP 1.....	\$ 19.76	5.00
GROUP 2.....	\$ 20.03	5.00
GROUP 3.....	\$ 20.00	6.50
GROUP 4.....	\$ 20.58	5.00
GROUP 5.....	\$ 21.14	5.00
Marble Mason (inside).....	\$ 21.30	6.68
Painter (includes tape finishers, soft floor covers, glaziers, spray painters, steel painters, steam clean and acid etching, sign writers).....	\$ 20.08	6.22
Plumber/Pipefitter.....	\$ 30.38	14.20
Power equipment operators:		
GROUP 1.....	\$ 21.49	6.02
GROUP 2.....	\$ 21.81	6.02
GROUP 3.....	\$ 22.42	6.02
GROUP 4.....	\$ 22.58	6.02
GROUP 5.....	\$ 23.02	7.37
GROUP 6.....	\$ 23.02	6.02
GROUP 7.....	\$ 23.29	6.02
GROUP 8.....	\$ 24.39	6.02
GROUP 9.....	\$ 25.73	6.02
Roofer.....	\$ 20.88	6.15
Sheet metal worker.....	\$ 25.72	10.62
Sprinkler Fitter.....	\$ 23.70	8.35
Terrazzo Worker & Tile Setter.....	\$ 21.12	6.68
Truck Driver		
GROUP 1.....	\$ 18.54	8.52
GROUP 2.....	\$ 20.81	8.52
GROUP 3.....	\$ 20.85	8.52
GROUP 4.....	\$ 21.14	8.52
GROUP 5.....	\$ 21.25	8.52

GROUP 6.....	\$ 21.42	8.52
GROUP 7.....	\$ 22.15	9.52
GROUP 8.....	\$ 22.28	8.52

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 Ssignalman; 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 Bucker 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); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Vibrators (all)

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 or 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); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Gunite Combination Mixer and Compressor; Locomotive Engineer; Mixermobile; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader 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); Curb Extruder (asphalt or concrete); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman, Greaser and Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead and front-end, under 4 yards R/T); Refrigeration Plant Engineers (under 1000 ton): Rubber-tire skidders (R/T with or without attachments); Screed Operator; Surface Heater and Planer Machine; Trenching Machines (under 7 ft depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Drilling Equipment (8 inch bit and over) (Robbins, reverse circulation and similar); Hoe Ram; Paving (dual drum); Refrigeration Plant Engineer (1000 tons and over); Signalman (Whileys, Highline, Hammerheads or similar)

GROUP 6: 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 (multiple units, 2 and including 4); Boat Operator; Cableway Controller (dispatcher); 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; Rollerman (finishing pavement); Trenching Machines (7 ft depth and over)

GROUP 7: 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); H.D. Mechanic; H.D. Welder; 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)

GROUP 8: Backhoes (3 yds and over); Cranes (over 45 tons, and all climbing, rail and tower); Clamshell Operator (3 yds. and over); Derricks and Stifflegs (65 tons and over); Draglines (3 yds and over); Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead and front-end, over 8 yds) Helicopter Pilot; Shovels (3 yds and over); Whirleys and Hammerheads, all

GROUP 9: Transi-lift

ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft (radius):

130 ft TO 200 ft .30 hr. additional to classification

Over 200 ft .60 hr. additional to classificaiton

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); 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 Tanker; Power Operated Sweeper; Straddle Carrier (Ross, Hyster and similar); Water Tank Truck, 1801-4000 gallons

GROUP 5: Auto Crane, 2000 lbs capacity; Bulk Cement Spreader; 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 over 3 yd to and including 6 yd.; Wrecker and Tow Trucks

GROUP 6: Burner, Cutter and Welder; Service Greaser; Tireperson; Truck, side, end, and bottom & articulated end dump (over 6 yds to and including 12 yds); A-Frame; Water Tank Truck, 6001 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; Turnarocker, DWs & similar, with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck, 12,001 to 14,000

GROUP 8: Helicopter Pilot hauling employees or material; 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.
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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.

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END OF GENERAL DECISION

ATTACHMENT J-10 RCC SUBCONTRACTS EXISTING AT TIME OF SOLICITATION

The following subcontracts are/were available for assignment to the Contractor at the time Solicitation No. DE-RP06-04RL14655 was issued:

End Date	Current Value	Description	Supplier
02/28/05	\$ 5,994,091	100 B/C AREA PIPELINES	RCI ENVIRONMENTAL, INC.
10/31/06	\$ 1,324,615	100-BC BURIAL GROUNDS AND REMAINING SITES	FEDERAL ENGINEERS & CONSTRUCTORS
12/31/05	\$ 3,400,000	116-N-1 CRIB REMEDIAL ACTION	TETRA TECH FW, INC.
10/01/06	\$ 9,732,553	REMEDIAL ACTION FOR THE 100-F AND 100-K AREAS	DURATEK FEDERAL SERVICES, INC.
08/31/05	\$ 3,118,153	105-H REACTOR SSE	SHAMROCK CONSTRUCTORS, INC.
04/01/06	\$ 43,642,863	WASTE DISPOSAL SERVICES FOR ERDF	DURATEK FEDERAL SERVICES, INC.
04/01/06	\$ 35,078,548	ERDF WASTE TRANSPORTATION	RCI ENVIRONMENTAL, INC.
12/01/04	\$ 3,750,000	ERDF CELLS 5 & 6	RCI ENVIRONMENTAL, INC.
12/01/04	\$ 265,001	CONSTRUCTION QA ERDF	ENVIROTECH ENGINEERING & CONSULTING, INC.
04/01/06	\$ 4,130,162	300 AREA, EAST WASTE SITES REMEDIATION	ENVIROCON, INC.

ATTACHMENT J-11 RCC FUNDING PROFILE

In accordance with the Section B clause entitled *Changes to Target Cost, Target Fee, and Schedule*, the following is the projected funding profile for this Contract:

Fiscal Year	Annual Budget Authority (\$1M)*	Cumulative Budget Authority (\$1M)*
2005**	107**	107
2006	183	290
2007	212	502
2008	232	734
2009	242	976
2010	297	1,273
2011	376	1,649
2012	406	2,055
2013	416	2,471
2014	409	2,880
2015	299	3,179
Total	3,179	

* Includes Contractor Fee and Escalation

** Funding Profile amount for FY 2005 will be reduced by \$13M per month on a pro rata basis for each day that Contract award is made after January 31, 2005.

In accordance with the Section B clause entitled *Obligation and Availability of Funds*, and the Section B clause entitled *Changes to Target Cost, Target Fee, and Schedule*, funds will be obligated to the Contract each Fiscal Year. Within each Fiscal Year, funds will be obligated with the following quarterly allocations: a minimum of 25% of the total by January 1 of the Fiscal Year; a minimum of 50% of the total by April 1 of the Fiscal Year; and 100% of the total by July 1 of the Fiscal Year.

ATTACHMENT J-12 GOVERNMENT-FURNISHED SERVICES AND INFORMATION (GFS/I)

GFS/I Item	Scope Description	GFS/I Description
C.4	Hanford Site Services	For all mandatory Hanford Site Services as described in Attachment J-13, <i>Hanford Site Services</i> , DOE will provide these services as GFS/I as described in Section C.4, <i>Government-Furnished Services and Information (GFS/I)</i> , and Attachment J-13, <i>Hanford Site Services</i> .
C.8	Contract Deliverables	For all Contract deliverables described in the <i>Statement of Work</i> , DOE will execute its GFS/I responsibilities for review, approval, and/or certification actions following Contractor submission of an acceptable product.
The following items include all GFS/I contained in Section C.2 of the <i>Statement of Work</i> (excluding Hanford Site Services and the review, approval, and/or certification actions on Contract Deliverables):		
C.2.1	Transition	<p>DOE will coordinate with PHMC, ERC, PNNL, and JCI contractors to provide Contractor access to information required to support transition of work.</p> <p>DOE will require PHMC and ERC contractors to assign existing subcontracts upon Contractor request.</p> <p>DOE will conduct in-process verification of Contract transition.</p> <p>DOE will sign the Transition Agreement as the last party to sign.</p>

GFS/ Item	Scope Description	GFS/ Description
C.2.2	Remediation Design	<p>DOE may periodically conduct in-process assessments of the remediation design.</p> <p>If DOE elects to conduct technology evaluation and demonstration for the 600 Area Remediation, DOE will provide this information to the Contractor. The Contractor has full responsibility to evaluate and select technology(ies) for the 600 Area Remediation.</p>
C.2.3	Regulatory and Supporting Documentation	<p>DOE will operate as an owner in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation.</p> <p>DOE will operate as an owner in coordination with the regulators to reach agreement on innovations that require changes to the regulatory approach. The Contractor shall not assume that each innovation will result in a change to the regulatory approach.</p> <p>DOE will review, approve, and/or certify as required, all regulatory and supporting documentation.</p> <p>DOE will direct other Hanford contractors to provide the Contractor: 1) access to groundwater program information, and 2) the regulatory and supporting documentation for the groundwater operable units.</p> <p>DOE will prepare any additional NEPA analyses and/or documentation that may be required.</p> <p>DOE will provide the existing Safety Basis documentation for Hazard Category 2 and 3 Facilities.</p>
C.2.4	Deactivate, Decontaminate, Decommission, and Demolish Facilities (D4)	<p>DOE will coordinate with PHMC, ERC, PNNL, and JOCO contractors to provide all available historical information and current documentation on facilities for D4.</p> <p>DOE will coordinate with other Hanford Site contractors for turnover of facilities with delayed release shown in Section C.2.4, D4 Facilities, Constraint(s).</p> <p>DOE will allow the Contractor to reuse existing office and other facilities located in the RC prior to D4; the Contractor has full responsibility to provide required services and maintain these facilities.</p>

GFS/ Item	Scope Description	GFS/I Description
C.2.5	Reactor Interim Safe Storage	<p>DOE will coordinate with the ERC contractor to provide all available historical information and current documentation for the nine former production reactors.</p> <p>DOE will coordinate with the ERC contractor to provide the existing ISS design information for C, D, DR, F, and H Reactors.</p>
C.2.6	Field Remediation	<p>DOE will coordinate with PHMC, ERC, and PNNL contractors to provide all available historical information and current documentation on facilities for field remediation sites.</p>
C.2.7	Waste Operations	<p>DOE will direct the PHMC to coordinate with the Contractor, and receive wastes at CWC.</p> <p>DOE will direct the PHMC to coordinate with the Contractor, and receive ERDF leachate at the 200 Area Effluent Treatment Facility.</p>
C.2.8	Operate and Close Utility Systems	None
C.2.9	Surveillance and Maintenance	None
C.2.10	Miscellaneous Restoration	None
C.2.11	Closure and Long-Term Stewardship	<p>DOE will furnish one of the independent experts for the closure review(s).</p>

ATTACHMENT J-13 HANFORD SITE SERVICES

Hanford Site Services are divided into three categories:

Category 1: DOE will provide these Mandatory Hanford Site Services as GFS/I as referenced in Section C.4, *Government-Furnished Services and Information (GFS/I)*, at no cost to the Contractor. Category 1 Hanford Site Services shall not be included in the Target Cost.

Category 2: DOE will provide these Mandatory Hanford Site Services as GFS/I as referenced in Section C.4, *Government-Furnished Services and Information (GFS/I)*, and the Contractor will be charged for these services based on use. All Category 2 Hanford Site Services shall be included in the Target Cost.

Category 3: For all other services, the Contractor has the flexibility to use any service provider that supports safe and efficient performance of the Contract, and may elect to use the optional Hanford Site Services that are described in Attachment J-13, *Hanford Site Services*. All other services shall be included in the Target Cost.

If the Contractor elects to use optional Hanford Site Services, the Contractor shall develop a service agreement between the Hanford Site Service provider and the Contractor for each optional Hanford Site Service. All Hanford Site Services are provided consistent with the historical reliability, capacity, and limitations associated with service delivery.

The Contractor has full performance responsibility for any services acquired through optional Hanford Site Service providers or non-Hanford service providers. The Contractor is fully and solely responsible for obtaining any optional Hanford Site Services in a timely manner and without any further recourse against DOE.

Category 1: Mandatory Hanford Site Services (no cost):

Badging

Emergency Preparedness

Fire Department

Hanford Patrol

Category 2: Mandatory Hanford Site Services (service charge based on use):

Occupational Medical Services and Records (reference Section H clause entitled *Radiological Dosimetry Services and Records, and Occupational Medical Services and Records*)

Radiological Dosimetry Services and Records (reference Section H clause entitled *Radiological Dosimetry Services and Records, and Occupational Medical Services and Records*)

Category 3: Optional Hanford Site Services:

Services where costs are currently allocated on a pro-rata basis:

Biological Control Program
Centralized Consolidated Recycling Center (CCRC)
Engineering Drawing Management
Grounds Maintenance
HAMMER Training and Education Center
Hanford Environmental Information Databases

Information Resource Management
Mapping Services
Paging Services-Infrastructure
Property System Management
Radiological Assistance Program
Radio Services-Infrastructure
Records Management
Records Storage
Road Services
Sanitary Waste Disposal
Steam
Traffic Engineering
Traffic Manager
Tri-Party Agreement/Administrative Record/Public Information Repositories
Utilities Operations and Maintenance Electrical Utilities
Utilities Operations and Maintenance Sewer Utilities
Utilities Operations and Maintenance Water Compliance and Sampling
Utilities Operations and Maintenance Water Utilities

Services where costs are currently allocated on a unit-rate basis:

Analytical Sample Analysis (222 S Lab)
Analytical Sample Analysis (WSCF)
Desktop Services
Electrical-BPA
Fleet Maintenance
Hanford Local Area Network (HLAN) Operation, Maintenance, and Integration
Laundry
Telecommunication Services

ATTACHMENT J-14 ACRONYM LIST

The following acronyms are used in this Contract:

AB	Authorization Basis
ACO	Administrative Contracting Officer
ACWP	Actual Cost of Work Performed
ADR	Alternative Dispute Resolution
B&R	Budgeting and Reporting
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
BHI	Bechtel Hanford, Inc.
BMS	Business Management System
BRC	Budget and Reporting Classification
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CBDP	Chronic Beryllium Disease Prevention
CCR	Central Contractor Registration
CD-ROM	Compact Disc-Read Only Memory
CERCLA	<i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i>
CFR	Code of Federal Regulations
CIC	Consolidated Information Center
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
CPI	Cost Performance Index
CPIF	Cost Plus Incentive Fee
CRD	Contractor Requirements Document
CSPI	Cost and Schedule Performance Index
CWC	Central Waste Complex
D4	Deactivate, Decontaminate, Decommission, and Demolish
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DOE	U.S. Department of Energy
DUNS	Data Universal Numbering System
ECOLOGYY	Washington State Department of Ecology
EE/CA	Engineering Evaluation/Cost Analysis
EMR	Experience Modification Rate
EPA	U.S. Environmental Protection Agency
EPCRA	<i>Emergency Planning and Community Right-to-Know Act of 1986</i>
ERC	Environmental Restoration Contract
ERDF	Environmental Restoration and Disposal Facility
ERISA	<i>Employee Retirement Income Security Act of 1974</i>
ESQH	Environment(al), Safety, Quality and Health
ETF	Effluent Treatment Facility
FAR	Federal Acquisition Regulation
FAS	Financial Accounting Standard
FOIA	Freedom of Information Act
FR	Facility Representative
FY	Fiscal Year
GFP	Government-Furnished Property
GFS/I	Government-Furnished Services and Information
HAMMER	Hazardous Materials Management and Emergency Response
HAMTC	Hanford Atomic Metal Trades Council
HEWT	Hanford Employee Welfare Trust
HQ	Headquarters (DOE)

HSOMC	Hanford Site Occupational Medical Contractor
HSPP	Hanford Site Pension Program
HSSA	Hanford Site Stabilization Agreement
HUBZone	Historically Underutilized Business Zone
IIPS	Industry Interactive Procurement System
IRC	Internal Revenue Code
IRS	Internal Revenue Service
IS	Information Security
ISM	Integrated Safety Management
ISMS	Integrated Safety Management System
ISS	Interim Safe Storage
JCI	Johnson Controls, Inc.
L&I	Washington State Department of Labor and Industries
LLBG	Low-Level Burial Grounds
LLC	Limited Liability Company
MC&A	Material Control and Accountability
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MS	Mail Stop
MSDS	Material Safety Data Sheet
NAFTA	North American Free Trade Act
NAICS	North American Industrial Classification Standards
NEPA	<i>National Environmental Policy Act of 1969</i>
NOAV	Notice of Alleged Violation
NOV	Notice of Violation
NRC	Nuclear Regulatory Commission
NTE	Not to Exceed
OCI	Organizational Conflict of Interest
OMB	Office of Management and Budget
OPSEC	Operations Security
ORP	U.S. Department of Energy, Office of River Protection
OSHA	Occupational, Safety and Health Administration
OUO	Official Use Only
PAAA	<i>Price-Anderson Amendments Act of 1988</i>
PBS	Project Baseline Summaries
PEP	Project Execution Plan
PHMC	Project Hanford Management Contract
PL	Public Law
PNNL	Pacific Northwest National Laboratory
PPA	Pollution Prevention Act of 1990
QA	Quality Assurance
RC	River Corridor
RCC	River Corridor Contract
RCBRA	River Corridor Baseline Risk Assessment
RCCC	River Corridor Closure Contract
RCRA	<i>Resource Conservation and Recovery Act of 1976</i>
RCW	State of Washington Revised Code
RFP	Request for Proposal
RL	U.S. Department of Energy, Richland Operations Office
ROD	Record of Decision
SB	Small Business
SBA	Small Business Administration
SCA	Service Contract Act
SCADA	Supervisory Control and Data Acquisition System
SDB	Small Disadvantaged Business
SEB	Source Evaluation Board

SF	Standard Form
SIC	Standard Industrial Classification Code
SPI	Schedule Performance Index
SSE	Safe Storage Enclosure
TBD	To Be Determined
TIN	Taxpayer Identification Number
TPA	<i>Hanford Federal Facility Agreement and Consent Order</i> (also known as Tri-Party Agreement)
URL	Universal Resource Locator
US	United States
USC	United States Code
USQ	Unreviewed Safety Question
WBS	Work Breakdown Structure
WDOE	Washington State Department of Ecology
WS&H	Worker Safety and Health
WSHP	Worker Safety and Health Program