

2. AMENDMENT/MODIFICATION NO. 227 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 12EM002095 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00601 7. ADMINISTERED BY (If other than Item 6) CODE 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Reese Bang 2420 Stevens Center Place Richland WA 99354-1659 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788 10B. DATED (SEE ITEM 13) 06/19/2008 CODE 805603128 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

Table with 2 columns: CHECK ONE, Description of modification options A, B, C, and D.

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 77-0694488 DUNS Number: 805603128 Pursuant to 13.B above, the following administrative changes are made by this modification:

- 1. Section B is revised to: A) Reflect the authorization of Steam Pipe and Asbestos Hazard Reduction activities, as previously identified by the RL-40 Federal Project Director in the capacity of Contracting Officer's Representative, pursuant to Clause B.14, DOE Authorization of Work. Accordingly, costs for these activities conducted under PBS RL-0040 - Misc Facilities Hazard Reduction (040.01.26.01) are administratively transferred from Contract Line Item Number (CLIN) 7 to Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA Signature on File 16C. DATE SIGNED 05/17/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CH2M HILL PLATEAU REMEDIATION COMPANY

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|------------------|
| 00001 | <p>the Recovery Act funded CLIN 6, with the associated allocation of CLIN 1 overhead distributions. This transfer also results in an adjustment to Available Fee between Table B.4-2, Deferred Work, and B.4-1, Contract Cost and Contract Fee.</p> <p>B) Restructure table B.4-2, Deferred Work.</p> <p>C) Corrects individual CLIN estimated cost values and the calculation of the change to Option Period Available Fee between modifications 220 and this modification.</p> <p>Changes to Section B are shown in red-line in Attachment 1.</p> <p>Replacement Section B is provided as Attachment 2.</p> <p>This administrative change does not modify the funds obligated in accordance with Clause B.3, Obligation and Availability of Funds.</p> <p>2. Section J.10 is modified to correct wording as shown in Attachment 3 red-line version.</p> <p>Replacement Section J.10 is provided as Attachment 4.</p> <p>3. Section J, Attachment J.8, Advance Understanding of Costs, is revised to add the section entitled, "Extended Personnel Assignments," as shown in Attachment 5.</p> <p>Replacement Section J Table of Contents, page J-i, and Revision 1 of Attachment J.8, are provided as Attachments 6 and 7, respectively.</p> <p>All other terms and conditions remain the same. End of modification. FOB: Destination Period of Performance: 06/19/2008 to 09/30/2013</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>PLATEAU REMEDIATION CONTRACT - CONTINUE ENVIRONMENTAL REMEDIATION OF SELECT PORTIONS OF THE HANFORD SITE. Continued ...</p> | | | | 3,329,605,662.00 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CH2M HILL PLATEAU REMEDIATION COMPANY

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Line item value is:: \$3,329,605,662.00 Incrementally Funded Amount: \$3,088,500,382.79 | | | | |

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT

This is a performance-based Cost-Plus-Award Fee Contract to continue the environmental clean-up of select portions of the U.S. Department of Energy (DOE) Hanford Site. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 ITEM(S) BEING ACQUIRED

- (a) The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this Contract.
- (b) The Contract consists of six (6) Contract Line Items authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work*:
 - (1) *Contract Line Item Number (CLIN) 1*:
 - (i) Waste Treatment and Disposal. Perform activities necessary for safe and secure underwater storage of cesium and strontium capsules, and storage of spent nuclear fuel (SNF); liquid waste storage and treatment; waste storage and disposal; and overall facility operations;
 - (ii) Groundwater/Vadose Zone Project. Perform groundwater and ecological sampling and monitoring, well installation, well maintenance, borehole logging;
 - (iii) Facility and Waste Site Minimum-safe/Surveillance and Maintenance (S&M). Perform activities necessary for Hanford Site structures and waste sites identified in the Section J Attachment entitled, *Supplemental Work Description Tables*; and
 - (iv) Fast Flux Test Facility (FFTF). Maintain FFTF in a safe and compliant manner and perform near-term shutdown activities.
 - (2) *CLIN 2*:

Plutonium Finishing Plant (PFP) Closure. Provide safe and compliant storage of special nuclear material (SNM) at PFP until it has been removed from the PFP complex; operate and maintain the PFP facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems in a safe, compliant, and energy-efficient manner within the authorization envelope; maintain radiological control and access control to ensure personnel safety; remove SNM from PFP and transport to an assigned location; demolish PFP complex facilities to slab-on-grade condition; and prepare, package, and disposition waste streams, as required.

- (3) *CLIN 3:*
- (i) Waste Treatment and Disposal. Perform low level waste (LLW) and mixed low level waste (MLLW) treatment, transuranic (TRU) waste certification support, waste retrieval;
 - (ii) Groundwater, Soil, and Facility Regulatory/Other Decision Documents. Characterize assigned waste sites and facilities, complete analysis of remediation options, and prepare required regulatory and other decision documents necessary to implement remedial actions;
 - (iii) Groundwater/Vadose Zone Project. Perform on-going and new remedy operations including 200 West pump & treat start-up, operations and maintenance, and well decommissioning;
 - (iv) Operate the Environmental Restoration Disposal Facility (ERDF);
 - (v) Geographical Zone Remediation. Remediate U Plant and Non-Radioactive Dangerous Waste Landfill (NRDWL)/BC Control geographical zones; and
 - (vi) Updated estimates-to-complete for high priority activities.

- (4) *CLIN 4:*
- (i) Remediate and close other specified geographical zones;
 - (ii) Transfer cesium and strontium capsules from Waste Encapsulation and Storage Facility (WESF) to dry storage; and
 - (iii) Design and construct alternate transuranic package transporter (TRUPACT) loadout capability.

- (5) *CLIN 5:*
- 100 K Area. Maintain the 100K Area in a safe and compliant manner; dewater K East Basin; demolish K East Basin; demolish K West basin, place K East and K West reactors in an interim safe storage (ISS) configuration, and remediate and close the remainder of the 100K Area.

(c) The Section J Attachment entitled, *Supplemental Work Description Tables*, provides additional definition of the workscope in each CLIN.

- (d) *CLIN 6:*

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. The work, as identified by activities to be performed under the following WBS elements, is assigned to CLIN 6, as shown in Table B.4-1, *Contract Cost and Contract Fee*:

(1) WBS 011, Nuclear Material Stabilization and Disposition PFP:

- (i) Disposition process equipment, glove boxes, and laboratory hoods from 234-5Z facility,
- (ii) Disposition low-level and TRU waste, and
- (iii) Prepare ancillary facilities for demolition.

(2) WBS 013, Solid Waste Stabilization and Disposition:

- (i) Continue retrieving and re-packaging contact handled Transuranic (TRU) waste,
- (ii) Initiate retrieval and disposition of remote-handled TRU waste (including large package waste),
- (iii) Continue building backlog of waste for shipments to the Waste Isolation Pilot Plant, and begin shipping in March 2010,
- (iv) Support installation and utilization by the Central Characterization Project of a High Energy Real Time Radiography unit at the Hanford site,
- (v) Continue treatment of current backlog of legacy mixed, low-level waste,
- (vi) Complete activities required to support disposition and deliver plutonium 238 drums to shipper,
- (vii) Prepare and submit analysis/recommendations for wastes with uncertain disposition path including strontium and cesium capsules; initiate disposition of these wastes as directed by DOE, and
- (viii) Support increased disposal capabilities at the Environmental Restoration Disposal Facility and Integrated Disposal Facility.

(3) WBS 030, Soil and Groundwater Remediation, Groundwater/Vadose Zone:

- (i) Accelerate construction of the pump and treat facility, expand current pump and treat operations, and install additional wells in the 100 D/H Areas,
- (ii) Accelerate construction of the pump and treat system for groundwater contaminants in both 200 West Area operable units,
- (iii) Accelerate completion of remedial investigations, treatability tests, cleanup decisions, and groundwater well decommissioning in the Central Plateau Area, and
- (iv) Continue groundwater remediation and well drilling to support overall

reduction of active clean-up of the Hanford Site

- (4) WBS 040, Nuclear Facility D&D - Remainder of Hanford:
- (i) 200 North Area:
 - (A) Demolish spent fuel transfer storage facilities,
 - (B) Remediate waste sites, and
 - (C) Dispose of locomotive and rail cars.
 - (ii) Complete cleanup of B/C Control Area,
 - (iii) Initiate remediation of other waste sites in the Central Plateau,
 - (iv) U Plant Zone:
 - (A) Demolish 5 remaining ancillary facilities,
 - (B) Disposition Cell 30 tank contents, and
 - (C) Clear canyon deck and grout-fill cells.
 - (v) Complete demolition of up to 15 facilities in the Central Plateau Inner Zone,
 - (vi) Prepare and submit an evaluation of utilization of a landfill for non-hazardous waste debris,
 - (vii) Complete demolition of DOE facilities and clean-up debris areas on the Arid Lands Ecology Reserve, and
 - (viii) Complete remediation activities for North Slope and prepare applicable closure documentation for ALE and North Slope.
 - (ix) Disposition near-term personnel hazards associated with asbestos.
- (5) WBS 041, Nuclear Facility D&D – River Corridor, 100 K Area:
- (i) Remediate waste sites along the river in the 100 K Area,
 - (ii) Accelerate D&D of 100 K ancillary facilities,
 - (iii) Accelerate 100 K waste site remediation,
 - (iv) Complete Reactor disposition study/engineering, and
 - (v) Accelerate ISS of both reactors 105KE and 105KW and initiate

preparations for 105KE disposition.

- (e) *CLIN 7: Table, B.4-2, Deferred Work*, contains estimated cost and fee of previously priced work scope for which there is insufficient funding and accordingly is not authorized pursuant to the clause of this section entitled, *DOE Authorization of Work*. Activities include:
- (1) *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement (TPA)) Milestone M-91 upgrades to T Plant;
 - (2) Expand and install closure barriers at the Environmental Restoration Disposal Facility (ERDF);
 - (3) 618-10 and 618-11 Burial Grounds. Initiate and complete field remediation and other waste disposition activities for the 618-10 and 618-11 burial grounds, in the event that these activities are not completed under the River Corridor Closure Contract;
 - (4) Remediate and close specified waste sites, structures, and geographical zones;
 - (5) Design the Fuel Preparation Facility;
 - (6) Complete procurement, construction, and acceptance testing of the K Basin Sludge Treatment System; treatment of K Basin sludge; and
 - (7) Selected decision document activities.
- (f) *CLIN 8: Table, B.4-3, Not-to-Exceed Authorizations*, contains authorized not-to-exceed cost values specified in unpriced change orders issued pursuant to the Section I Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement. No fee is available for unpriced change orders. Upon definitization of such changes, the negotiated cost and fee for the change order will be added to Table B.4-1 in the appropriate CLIN and the not-to-exceed value will be removed from CLIN 8 in Table B.4-3. If insufficient funding is available for changed work, such action may also result in lower-priority work activities being placed in CLIN 7.

Performance parameters and metrics and the crosswalk of these work activities to the applicable subsection of Section C, Statement of Work, is provided in the Section J Attachment entitled, *Supplemental Work Description Tables*.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) **Obligation of Funds.** Pursuant to the Section I Clause entitled, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$1,712,502,214.45 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through June 30, 2012.

Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$1,375,998,168.34 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of modification A037 through the period of performance for the Recovery Act work, contained in Section F.

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) Estimated *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of Estimated *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative Estimated *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) Estimated *Contract Cost, Contract Price, and Available Fee* by Fiscal Year and by CLIN will be adjusted annually by the Contracting Officer upon approval of the *Performance Measurement Baseline*, and whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

Amounts are rounded to whole dollars. Individual rows may not add precisely due to rounding.

| Table B.4-1, Contract Cost and Contract Fee | | | | | | | |
|---|-------------------------|---------------|---------------|-----------------|---------------|---------------|---------------------|
| Contract Period | Element | FY 2008 | | | | | |
| Transition Period | Estimated Contract Cost | \$3,307,735 | | | | | |
| Base Period | | FY 2009 | FY 2010 | FY 2011 | FY 2012 | FY 2013 | Total Base Period |
| CLIN 1 | Estimated Contract Cost | \$261,593,756 | \$181,341,272 | \$185,339,636 | \$206,776,861 | \$202,617,394 | \$1,037,668,920 |
| | | \$261,593,756 | \$181,341,272 | \$185,339,636 | \$207,180,255 | \$202,617,394 | \$1,038,072,313 |
| CLIN 2 | Estimated Contract Cost | \$64,388,719 | \$45,606,756 | \$26,441,959 | \$76,321,846 | \$45,968,785 | \$258,728,064 |
| | | \$64,388,719 | \$45,606,756 | \$26,441,959 | \$76,321,846 | \$45,968,785 | \$258,728,064 |
| CLIN 3 | Estimated Contract Cost | \$93,042,127 | \$88,062,385 | \$96,403,924 | \$68,596,445 | \$207,815,618 | \$553,920,500 |
| | | \$93,042,127 | \$88,062,385 | \$96,403,924 | \$68,596,445 | \$207,150,754 | \$553,255,636 |
| CLIN 4 | Estimated Contract Cost | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | \$0.00 |
| CLIN 5 | Estimated Contract Cost | \$69,188,987 | \$77,325,292 | \$104,808,486 | \$81,972,421 | \$33,762,655 | \$367,057,842 |
| | | \$69,188,987 | \$77,325,292 | \$104,808,486 | \$81,972,421 | \$33,762,655 | \$367,057,842 |
| Total Base Period | Estimated Contract Cost | \$488,213,590 | \$392,335,704 | \$412,994,005 | \$433,667,574 | \$490,164,452 | \$2,217,375,325 |
| | Available Fee | \$24,155,099 | \$15,000,000 | \$6,892,849 | \$7,394,211 | \$22,274,005 | \$91,789,218 |
| | Contract Price | \$512,368,689 | \$407,335,704 | \$419,886,854 | \$441,061,784 | \$512,438,457 | \$2,309,164,543 |
| CLIN 6 | Estimated Contract Cost | \$158,591,307 | \$554,872,118 | \$574,791,707 | \$18,789,179 | | \$1,307,044,312 |
| | | \$158,591,307 | \$554,872,118 | \$574,791,707 | \$16,935,772 | \$0.00 | \$1,305,190,905 |
| Total Recovery Act | Estimated Contract Cost | \$158,591,307 | \$554,872,118 | \$574,791,707 | \$18,789,179 | \$0.00 | \$1,307,044,312 |
| | Available Fee | \$5,372,225 | \$32,235,726 | \$29,761,819 | | \$0.00 | \$70,921,766,70,859 |
| | Contract Price | \$163,963,532 | \$587,107,844 | \$604,553,527 | \$18,789,179 | \$0.00 | \$1,377,966,077 |
| Total Base Period including Recovery Act | Estimated Contract Cost | \$646,804,897 | \$947,207,823 | \$987,785,713 | \$452,456,753 | \$490,164,452 | \$3,524,419,636 |
| | Available Fee | \$29,527,324 | \$47,235,726 | \$36,654,668 | \$7,394,211 | \$22,274,005 | \$162,710,984 |
| | Contract Price | \$676,332,221 | \$994,443,548 | \$1,024,440,381 | \$459,850,963 | \$512,438,457 | \$3,687,130,620 |
| Option Period | Estimated Contract Cost | \$195,241,304 | \$208,936,370 | \$221,738,376 | \$219,845,034 | \$202,912,596 | \$1,048,673,680 |
| | | \$195,241,304 | \$208,936,370 | \$221,738,376 | \$219,845,034 | \$202,912,596 | \$1,048,673,680 |
| CLIN 2 | Estimated Contract Cost | \$30,327,871 | \$20,503,281 | \$16,375,678 | | | \$67,206,830 |
| | | \$30,327,871 | \$20,503,281 | \$16,375,678 | \$0.00 | \$0.00 | \$67,206,830 |
| CLIN 3 | Estimated Contract Cost | \$161,014,073 | \$123,745,556 | \$138,920,637 | \$200,899,694 | \$126,819,364 | \$751,399,325 |
| | | \$161,014,073 | \$123,745,556 | \$138,920,637 | \$200,899,694 | \$126,819,364 | \$751,399,325 |
| CLIN 4 | Estimated Contract Cost | \$0.00 | \$6,245,730 | \$22,610,771 | \$18,943,336 | \$28,180,933 | \$75,980,770 |
| | | \$0.00 | \$6,245,730 | \$22,610,771 | \$18,943,336 | \$28,180,933 | \$75,980,770 |
| CLIN 5 | Estimated Contract Cost | \$63,787,638 | \$45,428,167 | \$25,493,838 | \$10,368,894 | \$6,226,251 | \$151,304,788 |
| | | \$63,787,638 | \$45,428,167 | \$25,493,838 | \$10,368,894 | \$6,226,251 | \$151,304,788 |
| Total Option Period | Estimated Contract Cost | \$450,370,886 | \$404,859,104 | \$425,139,300 | \$450,056,958 | \$364,139,144 | \$2,094,565,393 |
| | Available Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$76,386,198 |
| | Contract Price | \$450,370,886 | \$404,859,104 | \$425,139,300 | \$450,056,958 | \$364,139,144 | \$2,170,951,590 |

| | | |
|---|-----------------------------|---|
| Total: Transition, Base & Option Periods | Total Contract Cost | \$5,622,292,764 \$5,620,842,751 |
| | Total Available Fee | \$239,097,182 \$239,034,606 |
| | Total Contract Price | \$5,861,389,946 \$5,859,877,357 |

| Table B.4-2, Deferred Work | | | | | | | |
|---|--------------------------------|---|---------------|---------------|---------------|---------------|---------------------|
| Contract Period | - | | | | | | |
| Base Period | Element | FY 2009 | FY 2010 | FY 2011 | FY 2012 | FY 2013 | Total Base Period |
| CLIN 7 | Estimated Contract Cost | \$0 | \$0 | \$0 | \$7,847,792 | \$11,352,542 | \$19,200,334 |
| | Available Fee | \$0 | \$0 | \$0 | \$5,826 | \$8,428 | \$14,254 |
| Total Base Period | Contract Price | \$0 | \$0 | \$0 | \$7,853,618 | \$11,360,970 | \$19,214,589 |
| Option Period | - | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | Total Option Period |
| CLIN 7 | Estimated Contract Cost | \$15,515,144 | \$116,857,510 | \$252,986,966 | \$300,637,208 | \$251,026,131 | \$937,022,959 |
| | Available Fee | \$562,130 | \$4,233,869 | \$9,165,980 | \$10,892,398 | \$9,094,937 | \$33,949,314 |
| Total Option Period | Contract Price | \$16,077,274 | \$124,091,379 | \$262,152,946 | \$311,529,606 | \$260,121,069 | \$970,972,273 |
| Total: Base & Option Periods | Total Contract Cost | \$952,956,546 \$956,223,293 | | | | | |
| | Total Available Fee | \$33,901,011 \$33,963,568 | | | | | |
| | Total Contract Price | \$986,857,557 \$990,186,862 | | | | | |

| Table B.4-3, Not-to-Exceed Authorizations | | | | | | | |
|---|--------------------------------|--------------|---------|---------|-------------|--------------|---------------------|
| Contract Period | | | | | | | |
| Base Period | Element | FY 2009 | FY 2010 | FY 2011 | FY 2012 | FY 2013 | Total Base Period |
| CLIN 8 | Estimated Contract Cost | \$0 | \$0 | \$0 | \$4,713,134 | \$10,975,138 | \$15,688,272 |
| Option Period | | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | Total Option Period |
| CLIN 8 | Estimated Contract Cost | \$9,162,208 | \$0 | \$0 | \$0 | \$0 | \$9,162,208 |
| Total: Transition, Base & Option Periods | Total Contract Cost | \$24,850,480 | | | | | |

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) If DOE does not obligate funding within the parameters detailed in paragraph (a)(1) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE Structured Profit and Fee System*, and implementation by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.
- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

B.6 BASIS FOR TOTAL AVAILABLE FEE

The cost basis for *Total Available Fee* shall be the *Total Contract Cost*, excluding:

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Costs associated with Work-for-Others performed under the Section I Clause entitled, *DEAR 970.5217-1, Work-for-Others Program*; and
- (c) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

Employee benefit plan costs shall be included in the *Contract Price* by fiscal year and by Contract period shown in Table B.4-1, *Contract Cost and Contract Fee*.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to determine the amount of the *Available Fee* for the *Base Period* and *Option Period* (if exercised), for each fiscal year as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee* within a Contract period for work authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work* and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*.
- (b) The *Available Fee* shown in Table B.4-1, *Contract Cost and Contract Fee*, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
- (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
- (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
- (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
- (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.
- (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.
- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.
 - (1) Withholding of *Incremental* and *Provisional Fee* Payments. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.

- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies)¹.
- (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments.

B.9 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
- (1) Section B Clause entitled, *Fee Determination and Payment*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;
 - (4) Section B Clause entitled, *Conditional Payment of Fee (CPOF) DOE Richland Operations Office Site-Specific Performance Criteria/Requirements*;
 - (5) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;
 - (6) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (7) Section H Clause entitled, *Key Personnel*;
 - (8) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;

¹ Guarantor Company(ies) is defined as the company(ies) executing the performance guarantee (s) in Section H Clause entitled, *Performance Guarantee Agreement*.

- (9) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
 - (10) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications*; and
 - (11) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.
- (b) The maximum fee reduction in any one (1) year of Contract performance is the allocated *Available Fee*, as defined in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*, that can be earned in the year the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s), will be evaluated after the:
- (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the *Option Period* is exercised;
 - (3) If the *Option Period* is exercised – two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.
- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period* authorization.
- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.
- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages –*

Subcontracting Plan. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program*, shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements*, the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.12 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:
 - (i) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.
 - (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost

effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.

- (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
 - (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see *48 CFR 970.1504-1-2*). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
 - (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

- (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)
- (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
 - (ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
 - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
 - (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost

savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)

- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)

(c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

- (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
- (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

- (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per ~~DOE Order 232.1A~~ [DOE Manual 232.1A, *Occurrence Reporting and Processing of Operations Information*] requirements; or internal oversight of ~~DOE Order 440.1A~~ [10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851] requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any

- classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.

- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
- (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
- (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B.13 CONDITIONAL PAYMENT OF FEE (CPOF) DOE RICHLAND OPERATIONS OFFICE SITE-SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Clause supplements Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [Deviation]* by establishing Site specific Environment, Safety, Health, and Quality (ESH&Q), and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q, and Safeguards and Security are as follows:

- (a) Environment, Safety, Health, and Quality
 - (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved ISMS that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
 - (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
 - (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.

- (iii) Failure to notify the Contracting Officer upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
 - (iv) Failure to report required data accurately and in a timely manner.
 - (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.
- (b) Safeguards and Security
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Theft, loss or diversion of category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
 - (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (iii) Failure to implement corrective action(s) in response to any first degree performance failure.
 - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
 - (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).
 - (iii) Evidence that SNM data has been manipulated or falsified.
 - (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
 - (vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) -month period, of any type.
 - (vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (viii) Failure to implement corrective action(s) in response to any third degree performance failure.
 - (ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

B.14 DOE AUTHORIZATION OF WORK

DOE will authorize work as follows:

- (a) The Contractor is authorized to conduct work in accordance with the approved *Performance Measurement Baseline*, and subject to the limitations of the Section B Clause entitled, *Obligation and Availability of Funds*.

- (b) Prior to the completion of the *Transition Period*, DOE will provide workscope direction that will be in effect from the initiation of the *Base Period* until DOE approval of the Contractor's initial *Performance Measurement Baseline* submittal.
- (c) DOE reserves the unilateral discretion to modify the PEMP to allocate fee to the associated work.
- (d) If the Contracting Officer does not authorize the Contractor to proceed with a work activity, the Contractor shall not be entitled to allowable costs, opportunity to earn fee, partial termination costs, and any other similar items for that activity, and shall not be entitled to an equitable adjustment to fee for any other Contract requirement.

B.15 OTHER COSTS AND PROJECTS

Other Costs and Projects is for identifying work which is within the scope of this contract but is not included in Table B.4-1, Contract Cost and Fee. Work performed under this clause has a different funding source(s) from the rest of contract and is unrelated to the fee structure and payment methods identified in the preceding sections. This work is typically done under a Work for Others arrangement or a Request for Services (RFS). Under Work For Others, the project is conducted through a cost recovery (no fee) arrangement under Contract Clause I.142, DEAR 970.5217-1, *Work for Others Program* (Jan 2005). An RFS is completed on a case by case basis and may or may not receive a fixed fee depending on the arrangement for each individual request. Currently, \$7,854,801.61 has been authorized for work under this arrangement including fixed fee of \$12,531.37. The CO shall unilaterally revise the authorized cost and fee through Contract Modification to reflect the approved amounts for work authorized.

From the effective date of Contract Modification 164 and forward, when the Contracting Officer determines that there is fee entitlement for work performed under this clause, the amount of fee will be determined as follows:

- When the reasonable cost estimate for the work is \$500,000 or greater, fee will be negotiated on a case by case basis.
- When the reasonable cost estimate for the work is less than \$500,000, fee has been pre-negotiated as a percentage of the reasonable estimated cost of the work: 6.5% for Administrative Services and 7.5% for Field Work. Field Work is defined as any services that require skilled labor working outside of an office in a field environment. Administrative Services covers all other labor categories.

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT

This is a performance-based Cost-Plus-Award Fee Contract to continue the environmental clean-up of select portions of the U.S. Department of Energy (DOE) Hanford Site. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 ITEM(S) BEING ACQUIRED

- (a) The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this Contract.
- (b) The Contract consists of six (6) Contract Line Items authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work*:
 - (1) *Contract Line Item Number (CLIN) 1*:
 - (i) Waste Treatment and Disposal. Perform activities necessary for safe and secure underwater storage of cesium and strontium capsules, and storage of spent nuclear fuel (SNF); liquid waste storage and treatment; waste storage and disposal; and overall facility operations;
 - (ii) Groundwater/Vadose Zone Project. Perform groundwater and ecological sampling and monitoring, well installation, well maintenance, borehole logging;
 - (iii) Facility and Waste Site Minimum-safe/Surveillance and Maintenance (S&M). Perform activities necessary for Hanford Site structures and waste sites identified in the Section J Attachment entitled, *Supplemental Work Description Tables*; and
 - (iv) Fast Flux Test Facility (FFTF). Maintain FFTF in a safe and compliant manner and perform near-term shutdown activities.
 - (2) *CLIN 2*:

Plutonium Finishing Plant (PFP) Closure. Provide safe and compliant storage of special nuclear material (SNM) at PFP until it has been removed from the PFP complex; operate and maintain the PFP facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems in a safe, compliant, and energy-efficient manner within the authorization envelope; maintain radiological control and access control to ensure personnel safety; remove SNM from PFP and transport to an assigned location; demolish PFP complex facilities to slab-on-grade condition; and prepare, package, and disposition waste streams, as required.

(3) CLIN 3:

- (i) Waste Treatment and Disposal. Perform low level waste (LLW) and mixed low level waste (MLLW) treatment, transuranic (TRU) waste certification support, waste retrieval;
- (ii) Groundwater, Soil, and Facility Regulatory/Other Decision Documents. Characterize assigned waste sites and facilities, complete analysis of remediation options, and prepare required regulatory and other decision documents necessary to implement remedial actions;
- (iii) Groundwater/Vadose Zone Project. Perform on-going and new remedy operations including 200 West pump & treat start-up, operations and maintenance, and well decommissioning;
- (iv) Operate the Environmental Restoration Disposal Facility (ERDF);
- (v) Geographical Zone Remediation. Remediate U Plant and Non-Radioactive Dangerous Waste Landfill (NRDWL)/BC Control geographical zones; and
- (vi) Updated estimates-to-complete for high priority activities.

(4) CLIN 4:

- (i) Remediate and close other specified geographical zones;
- (ii) Transfer cesium and strontium capsules from Waste Encapsulation and Storage Facility (WESF) to dry storage; and
- (iii) Design and construct alternate transuranic package transporter (TRUPACT) loadout capability.

(5) CLIN 5:

100 K Area. Maintain the 100K Area in a safe and compliant manner; dewater K East Basin; demolish K East Basin; demolish K West basin, place K East and K West reactors in an interim safe storage (ISS) configuration, and remediate and close the remainder of the 100K Area.

(c) The Section J Attachment entitled, *Supplemental Work Description Tables*, provides additional definition of the workscope in each CLIN.

(d) CLIN 6:

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. The work, as identified by activities to be performed under the following WBS elements, is assigned to CLIN 6, as shown in Table B.4-1, *Contract Cost and Contract Fee*:

(1) WBS 011, Nuclear Material Stabilization and Disposition PFP:

- (i) Disposition process equipment, glove boxes, and laboratory hoods from 234-5Z facility,
- (ii) Disposition low-level and TRU waste, and
- (iii) Prepare ancillary facilities for demolition.

(2) WBS 013, Solid Waste Stabilization and Disposition:

- (i) Continue retrieving and re-packaging contact handled Transuranic (TRU) waste,
- (ii) Initiate retrieval and disposition of remote-handled TRU waste (including large package waste),
- (iii) Continue building backlog of waste for shipments to the Waste Isolation Pilot Plant, and begin shipping in March 2010,
- (iv) Support installation and utilization by the Central Characterization Project of a High Energy Real Time Radiography unit at the Hanford site,
- (v) Continue treatment of current backlog of legacy mixed, low-level waste,
- (vi) Complete activities required to support disposition and deliver plutonium 238 drums to shipper,
- (vii) Prepare and submit analysis/recommendations for wastes with uncertain disposition path including strontium and cesium capsules; initiate disposition of these wastes as directed by DOE, and
- (viii) Support increased disposal capabilities at the Environmental Restoration Disposal Facility and Integrated Disposal Facility.

(3) WBS 030, Soil and Groundwater Remediation, Groundwater/Vadose Zone:

- (i) Accelerate construction of the pump and treat facility, expand current pump and treat operations, and install additional wells in the 100 D/H Areas,
- (ii) Accelerate construction of the pump and treat system for groundwater contaminants in both 200 West Area operable units,
- (iii) Accelerate completion of remedial investigations, treatability tests, cleanup decisions, and groundwater well decommissioning in the Central Plateau Area, and
- (iv) Continue groundwater remediation and well drilling to support overall reduction of active clean-up of the Hanford Site

(4) WBS 040, Nuclear Facility D&D - Remainder of Hanford:

- (i) 200 North Area:
 - (A) Demolish spent fuel transfer storage facilities,
 - (B) Remediate waste sites, and
 - (C) Dispose of locomotive and rail cars.
- (ii) Complete cleanup of B/C Control Area,
- (iii) Initiate remediation of other waste sites in the Central Plateau,
- (iv) U Plant Zone:
 - (A) Demolish 5 remaining ancillary facilities,
 - (B) Disposition Cell 30 tank contents, and
 - (C) Clear canyon deck and grout-fill cells.
- (v) Complete demolition of up to 15 facilities in the Central Plateau Inner Zone,
- (vi) Prepare and submit an evaluation of utilization of a landfill for non-hazardous waste debris,
- (vii) Complete demolition of DOE facilities and clean-up debris areas on the Arid Lands Ecology Reserve, and
- (viii) Complete remediation activities for North Slope and prepare applicable closure documentation for ALE and North Slope.
- (ix) Disposition near-term personnel hazards associated with asbestos.

(5) WBS 041, Nuclear Facility D&D – River Corridor, 100 K Area:

- (i) Remediate waste sites along the river in the 100 K Area,
- (ii) Accelerate D&D of 100 K ancillary facilities,
- (iii) Accelerate 100 K waste site remediation,
- (iv) Complete Reactor disposition study/engineering, and
- (v) Accelerate ISS of both reactors 105KE and 105KW and initiate preparations for 105KE disposition.

(e) *CLIN 7*: Table, B.4-2, *Deferred Work*, contains estimated cost and fee of previously

priced work scope for which there is insufficient funding and accordingly is not authorized pursuant to the clause of this section entitled, *DOE Authorization of Work*. Activities include:

- (1) *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement (TPA)) Milestone M-91 upgrades to T Plant;
 - (2) Expand and install closure barriers at the Environmental Restoration Disposal Facility (ERDF);
 - (3) 618-10 and 618-11 Burial Grounds. Initiate and complete field remediation and other waste disposition activities for the 618-10 and 618-11 burial grounds, in the event that these activities are not completed under the River Corridor Closure Contract;
 - (4) Remediate and close specified waste sites, structures, and geographical zones;
 - (5) Design the Fuel Preparation Facility;
 - (6) Complete procurement, construction, and acceptance testing of the K Basin Sludge Treatment System; treatment of K Basin sludge; and
 - (7) Selected decision document activities.
- (f) *CLIN 8: Table, B.4-3, Not-to-Exceed Authorizations*, contains authorized not-to-exceed cost values specified in unpriced change orders issued pursuant to the Section I Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement. No fee is available for unpriced change orders. Upon definitization of such changes, the negotiated cost and fee for the change order will be added to Table B.4-1 in the appropriate CLIN and the not-to-exceed value will be removed from CLIN 8 in Table B.4-3. If insufficient funding is available for changed work, such action may also result in lower-priority work activities being placed in CLIN 7.

Performance parameters and metrics and the crosswalk of these work activities to the applicable subsection of Section C, Statement of Work, is provided in the Section J Attachment entitled, *Supplemental Work Description Tables*.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) **Obligation of Funds.** Pursuant to the Section I Clause entitled, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$1,712,502,214.45 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through June 30, 2012.

Pursuant to the clause in Section I, entitled “Limitation of Funds,” total funds in the amount of \$1,375,998,168.34 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of modification A037 through the period of performance for the Recovery Act work,

contained in Section F.

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) Estimated *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of Estimated *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative Estimated *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) Estimated *Contract Cost, Contract Price, and Available Fee* by Fiscal Year and by CLIN will be adjusted annually by the Contracting Officer upon approval of the *Performance Measurement Baseline*, and whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

Amounts are rounded to whole dollars. Individual rows may not add precisely due to rounding.

| Table B.4-1, Contract Cost and Contract Fee | | | | | | | |
|---|-------------------------|-----------------|---------------|-----------------|---------------|---------------|---------------------|
| Contract Period | Element | FY 2008 | | | | | |
| Transition Period | Estimated Contract Cost | \$3,307,735 | | | | | |
| Base Period | | FY 2009 | FY 2010 | FY 2011 | FY 2012 | FY 2013 | Total Base Period |
| <i>CLIN 1</i> | Estimated Contract Cost | \$261,593,756 | \$181,341,272 | \$185,339,636 | \$206,776,861 | \$202,617,394 | \$1,037,668,920 |
| <i>CLIN 2</i> | Estimated Contract Cost | \$64,388,719 | \$45,606,756 | \$26,441,959 | \$76,321,846 | \$45,968,785 | \$258,728,064 |
| <i>CLIN 3</i> | Estimated Contract Cost | \$93,042,127 | \$88,062,385 | \$96,403,924 | \$68,596,445 | \$207,815,618 | \$553,920,500 |
| <i>CLIN 4</i> | Estimated Contract Cost | 0 | 0 | 0 | 0 | 0 | \$0 |
| <i>CLIN 5</i> | Estimated Contract Cost | \$69,188,987 | \$77,325,292 | \$104,808,486 | \$81,972,421 | \$33,762,655 | \$367,057,842 |
| Total Base Period | Estimated Contract Cost | \$488,213,590 | \$392,335,704 | \$412,994,005 | \$433,667,574 | \$490,164,452 | \$2,217,375,325 |
| | Available Fee | \$24,155,099 | \$15,000,000 | \$6,892,849 | \$7,394,211 | \$22,274,005 | \$91,789,218 |
| | Contract Price | \$512,368,689 | \$407,335,704 | \$419,886,854 | \$441,061,784 | \$512,438,457 | \$2,309,164,543 |
| <i>CLIN 6</i> | Estimated Contract Cost | \$158,591,307 | \$554,872,118 | \$574,791,707 | \$18,789,179 | \$0 | \$1,307,044,312 |
| Total Recovery Act | Estimated Contract Cost | \$158,591,307 | \$554,872,118 | \$574,791,707 | \$18,789,179 | \$0 | \$1,307,044,312 |
| | Available Fee | \$5,372,225 | \$32,235,726 | \$29,761,819 | \$0 | \$0 | 70,921,766 |
| | Contract Price | \$163,963,532 | \$587,107,844 | \$604,553,527 | \$18,789,179 | \$0 | \$1,377,966,077 |
| Total Base Period including Recovery Act | Estimated Contract Cost | \$646,804,897 | \$947,207,823 | \$987,785,713 | \$452,456,753 | \$490,164,452 | \$3,524,419,636 |
| | Available Fee | \$29,527,324 | \$47,235,726 | \$36,654,668 | \$7,394,211 | \$22,274,005 | \$162,710,984 |
| | Contract Price | \$676,332,221 | \$994,443,548 | \$1,024,440,381 | \$459,850,963 | \$512,438,457 | \$3,687,130,620 |
| Option Period | | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | Total Option Period |
| <i>CLIN 1</i> | Estimated Contract Cost | \$195,241,304 | \$208,936,370 | \$221,738,376 | \$219,845,034 | \$202,912,596 | \$1,048,673,680 |
| <i>CLIN 2</i> | Estimated Contract Cost | \$30,327,871 | \$20,503,281 | \$16,375,678 | \$0 | \$0 | \$67,206,830 |
| <i>CLIN 3</i> | Estimated Contract Cost | \$161,014,073 | \$123,745,556 | \$138,920,637 | \$200,899,694 | \$126,819,364 | \$751,399,325 |
| <i>CLIN 4</i> | Estimated Contract Cost | \$0 | \$6,245,730 | \$22,610,771 | \$18,943,336 | \$28,180,933 | \$75,980,770 |
| <i>CLIN 5</i> | Estimated Contract Cost | \$63,787,638 | \$45,428,167 | \$25,493,838 | \$10,368,894 | \$6,226,251 | \$151,304,788 |
| Total Option Period | Estimated Contract Cost | \$450,370,886 | \$404,859,104 | \$425,139,300 | \$450,056,958 | \$364,139,144 | \$2,094,565,393 |
| | Available Fee | \$0 | \$0 | \$0 | \$0 | \$0 | \$76,386,198 |
| | Contract Price | \$450,370,886 | \$404,859,104 | \$425,139,300 | \$450,056,958 | \$364,139,144 | \$2,170,951,590 |
| Total: Transition, Base & Option Periods | Total Contract Cost | \$5,622,292,764 | | | | | |
| | Total Available Fee | \$239,097,182 | | | | | |
| | Total Contract Price | \$5,861,389,946 | | | | | |

| Table B.4-2, Deferred Work | | |
|---|-----------------------------|---------------|
| Total: Base & Option Periods | Total Contract Cost | \$952,956,546 |
| | Total Available Fee | \$33,901,011 |
| | Total Contract Price | \$986,857,557 |

| Table B.4-3, Not-to-Exceed Authorizations | | | | | | | |
|---|--------------------------------|--------------|---------|---------|-------------|--------------|---------------------|
| Contract Period | | | | | | | |
| Base Period | Element | FY 2009 | FY 2010 | FY 2011 | FY 2012 | FY 2013 | Total Base Period |
| CLIN 8 | Estimated Contract Cost | \$0 | \$0 | \$0 | \$4,713,134 | \$10,975,138 | \$15,688,272 |
| Option Period | | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | Total Option Period |
| CLIN 8 | Estimated Contract Cost | \$9,162,208 | \$0 | \$0 | \$0 | \$0 | \$9,162,208 |
| Total: Transition, Base & Option Periods | Total Contract Cost | \$24,850,480 | | | | | |

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) If DOE does not obligate funding within the parameters detailed in paragraph (a)(1) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE Structured Profit and Fee System*, and implementation by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.

- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

B.6 BASIS FOR TOTAL AVAILABLE FEE

The cost basis for *Total Available Fee* shall be the *Total Contract Cost*, excluding:

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Costs associated with Work-for-Others performed under the Section I Clause entitled, *DEAR 970.5217-1, Work-for-Others Program*; and
- (c) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

Employee benefit plan costs shall be included in the *Contract Price* by fiscal year and by Contract period shown in Table B.4-1, *Contract Cost and Contract Fee*.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to determine the amount of the *Available Fee* for the *Base Period* and *Option Period* (if exercised), for each fiscal year as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee* within a Contract period for work authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work* and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*.
- (b) The *Available Fee* shown in Table B.4-1, *Contract Cost and Contract Fee*, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
 - (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination.

Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.

- (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.
 - (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.

- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.
- (1) Withholding of *Incremental* and *Provisional Fee* Payments. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.
- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies)¹.
- (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments.

B.9 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
- (1) Section B Clause entitled, *Fee Determination and Payment*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;

¹ Guarantor Company(ies) is defined as the company(ies) executing the performance guarantee (s) in Section H Clause entitled, *Performance Guarantee Agreement*.

- (4) Section B Clause entitled, *Conditional Payment of Fee (CPOF) DOE Richland Operations Office Site-Specific Performance Criteria/Requirements*;
 - (5) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;
 - (6) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (7) Section H Clause entitled, *Key Personnel*;
 - (8) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
 - (9) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
 - (10) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications; and*
 - (11) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.
- (b) The maximum fee reduction in any one (1) year of Contract performance is the allocated *Available Fee*, as defined in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*, that can be earned in the year the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s), will be evaluated after the:
- (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the *Option Period* is exercised;
 - (3) If the *Option Period* is exercised – two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.

- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period* authorization.
- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.
- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.
- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program*, shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements*, the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.12 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:
 - (i) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and

quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and

- (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.
- (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.
 - (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
 - (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see *48 CFR 970.1504-1-2*). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
 - (i) Degree of control the Contractor had over the event or incident.

- (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)
- (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
 - (ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
 - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
 - (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
 - (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

- (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per ~~DOE Order 232.1A~~ [DOE Manual 232.1A, *Occurrence Reporting and Processing of Operations Information*] requirements; or internal oversight of ~~DOE Order 440.1A~~ [10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851] requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as

- sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
- (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper

safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or

designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

- (f) Minimum requirements for cost performance.
 - (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
 - (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B.13 CONDITIONAL PAYMENT OF FEE (CPOF) DOE RICHLAND OPERATIONS OFFICE SITE-SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Clause supplements Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [Deviation]* by establishing Site specific Environment, Safety, Health, and Quality (ESH&Q), and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q, and Safeguards and Security are as follows:

- (a) Environment, Safety, Health, and Quality
 - (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved ISMS that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:

- (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
 - (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.
 - (iii) Failure to notify the Contracting Officer upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
 - (iv) Failure to report required data accurately and in a timely manner.
 - (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.
- (b) Safeguards and Security
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Theft, loss or diversion of category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
 - (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (iii) Failure to implement corrective action(s) in response to any first degree performance failure.
 - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

- (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
 - (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).
 - (iii) Evidence that SNM data has been manipulated or falsified.
 - (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
 - (vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) -month period, of any type.
 - (vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (viii) Failure to implement corrective action(s) in response to any third degree performance failure.
 - (ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

B.14 DOE AUTHORIZATION OF WORK

DOE will authorize work as follows:

- (a) The Contractor is authorized to conduct work in accordance with the approved *Performance Measurement Baseline*, and subject to the limitations of the Section B Clause entitled, *Obligation and Availability of Funds*.
- (b) Prior to the completion of the *Transition Period*, DOE will provide workscope direction that will be in effect from the initiation of the *Base Period* until DOE approval of the Contractor's initial *Performance Measurement Baseline* submittal.
- (c) DOE reserves the unilateral discretion to modify the PEMP to allocate fee to the associated work.
- (d) If the Contracting Officer does not authorize the Contractor to proceed with a work activity, the Contractor shall not be entitled to allowable costs, opportunity to earn fee, partial termination costs, and any other similar items for that activity, and shall not be entitled to an equitable adjustment to fee for any other Contract requirement.

B.15 OTHER COSTS AND PROJECTS

Other Costs and Projects is for identifying work which is within the scope of this contract but is not included in Table B.4-1, Contract Cost and Fee. Work performed under this clause has a different funding source(s) from the rest of contract and is unrelated to the fee structure and payment methods identified in the preceding sections. This work is typically done under a Work for Others arrangement or a Request for Services (RFS). Under Work For Others, the project is conducted through a cost recovery (no fee) arrangement under Contract Clause I.142, DEAR 970.5217-1, *Work for Others Program* (Jan 2005). An RFS is completed on a case by case basis and may or may not receive a fixed fee depending on the arrangement for each individual request. Currently, \$7,854,801.61 has been authorized for work under this arrangement including fixed fee of \$12,531.37. The CO shall unilaterally revise the authorized cost and fee through Contract Modification to reflect the approved amounts for work authorized.

From the effective date of Contract Modification 164 and forward, when the Contracting Officer determines that there is fee entitlement for work performed under this clause, the amount of fee will be determined as follows:

- When the reasonable cost estimate for the work is \$500,000 or greater, fee will be negotiated on a case by case basis.
- When the reasonable cost estimate for the work is less than \$500,000, fee has been pre-negotiated as a percentage of the reasonable estimated cost of the work: 6.5% for Administrative Services and 7.5% for Field Work. Field Work is defined as any services that require skilled labor working outside of an office in a field environment. Administrative Services covers all other labor categories.

ATTACHMENT J.10

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

**SERVICE CONTRACT ACT WAGE DETERMINATION SERVICE CONTRACT ACT
COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION**

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WD 05-2569 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2569
Diane C. Koplewski | Division of | Revision No.: 13
Director | Wage Determinations | Date Of Revision: 06/13/2011

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 | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.61 |
| 01012 - Accounting Clerk II | | 15.27 |
| 01013 - Accounting Clerk III | | 17.08 |
| 01020 - Administrative Assistant | | 22.41 |
| 01040 - Court Reporter | | 18.59 |
| 01051 - Data Entry Operator I | | 13.38 |
| 01052 - Data Entry Operator II | | 14.60 |
| 01060 - Dispatcher, Motor Vehicle | | 18.77 |
| 01070 - Document Preparation Clerk | | 12.94 |
| 01090 - Duplicating Machine Operator | | 12.94 |
| 01111 - General Clerk I | | 13.10 |
| 01112 - General Clerk II | | 14.30 |
| 01113 - General Clerk III | | 16.05 |
| 01120 - Housing Referral Assistant | | 20.52 |
| 01141 - Messenger Courier | | 11.95 |
| 01191 - Order Clerk I | | 12.44 |
| 01192 - Order Clerk II | | 13.57 |
| 01261 - Personnel Assistant (Employment) I | | 17.21 |
| 01262 - Personnel Assistant (Employment) II | | 19.25 |
| 01263 - Personnel Assistant (Employment) III | | 21.47 |
| 01270 - Production Control Clerk | | 26.54 |
| 01280 - Receptionist | | 12.83 |
| 01290 - Rental Clerk | | 15.00 |
| 01300 - Scheduler, Maintenance | | 16.45 |
| 01311 - Secretary I | | 16.45 |
| 01312 - Secretary II | | 18.40 |
| 01313 - Secretary III | | 20.52 |
| 01320 - Service Order Dispatcher | | 18.84 |
| 01410 - Supply Technician | | 22.80 |
| 01420 - Survey Worker | | 17.33 |
| 01531 - Travel Clerk I | | 14.84 |

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| 01532 - Travel Clerk II | 15.95 |
| 01533 - Travel Clerk III | 17.09 |
| 01611 - Word Processor I | 15.07 |
| 01612 - Word Processor II | 16.91 |
| 01613 - Word Processor III | 18.91 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 18.71 |
| 05010 - Automotive Electrician | 18.82 |
| 05040 - Automotive Glass Installer | 17.82 |
| 05070 - Automotive Worker | 17.82 |
| 05110 - Mobile Equipment Servicer | 15.82 |
| 05130 - Motor Equipment Metal Mechanic | 19.80 |
| 05160 - Motor Equipment Metal Worker | 17.82 |
| 05190 - Motor Vehicle Mechanic | 19.80 |
| 05220 - Motor Vehicle Mechanic Helper | 14.82 |
| 05250 - Motor Vehicle Upholstery Worker | 16.81 |
| 05280 - Motor Vehicle Wrecker | 17.82 |
| 05310 - Painter, Automotive | 18.82 |
| 05340 - Radiator Repair Specialist | 17.82 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 19.80 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 17.23 |
| 07041 - Cook I | 13.97 |
| 07042 - Cook II | 15.66 |
| 07070 - Dishwasher | 9.89 |
| 07130 - Food Service Worker | 10.88 |
| 07210 - Meat Cutter | 17.51 |
| 07260 - Waiter/Waitress | 12.54 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 20.54 |
| 09040 - Furniture Handler | 13.45 |
| 09080 - Furniture Refinisher | 20.54 |
| 09090 - Furniture Refinisher Helper | 16.17 |
| 09110 - Furniture Repairer, Minor | 18.34 |
| 09130 - Upholsterer | 20.54 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 11.95 |
| 11060 - Elevator Operator | 11.95 |
| 11090 - Gardener | 16.89 |
| 11122 - Housekeeping Aide | 13.41 |
| 11150 - Janitor | 16.03 |
| 11210 - Laborer, Grounds Maintenance | 12.77 |
| 11240 - Maid or Houseman | 9.88 |
| 11260 - Pruner | 11.97 |
| 11270 - Tractor Operator | 15.28 |
| 11330 - Trail Maintenance Worker | 12.77 |
| 11360 - Window Cleaner | 18.02 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.83 |
| 12011 - Breath Alcohol Technician | 17.22 |
| 12012 - Certified Occupational Therapist Assistant | 23.78 |
| 12015 - Certified Physical Therapist Assistant | 24.27 |
| 12020 - Dental Assistant | 16.96 |
| 12025 - Dental Hygienist | 43.92 |
| 12030 - EKG Technician | 26.27 |

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| 12035 - Electroneurodiagnostic Technologist | | | 26.27 |
| 12040 - Emergency Medical Technician | | | 16.83 |
| 12071 - Licensed Practical Nurse I | | | 15.49 |
| 12072 - Licensed Practical Nurse II | | | 17.33 |
| 12073 - Licensed Practical Nurse III | | | 19.33 |
| 12100 - Medical Assistant | | | 14.85 |
| 12130 - Medical Laboratory Technician | | | 16.01 |
| 12160 - Medical Record Clerk | | | 13.99 |
| 12190 - Medical Record Technician | | | 15.65 |
| 12195 - Medical Transcriptionist | | | 17.58 |
| 12210 - Nuclear Medicine Technologist | | | 36.58 |
| 12221 - Nursing Assistant I | | | 10.06 |
| 12222 - Nursing Assistant II | | | 11.31 |
| 12223 - Nursing Assistant III | | | 12.34 |
| 12224 - Nursing Assistant IV | | | 13.85 |
| 12235 - Optical Dispenser | | | 17.33 |
| 12236 - Optical Technician | | | 16.27 |
| 12250 - Pharmacy Technician | | | 15.67 |
| 12280 - Phlebotomist | | | 13.85 |
| 12305 - Radiologic Technologist | | | 26.57 |
| 12311 - Registered Nurse I | | | 29.51 |
| 12312 - Registered Nurse II | | | 36.10 |
| 12313 - Registered Nurse II, Specialist | | | 36.10 |
| 12314 - Registered Nurse III | | | 43.68 |
| 12315 - Registered Nurse III, Anesthetist | | | 43.68 |
| 12316 - Registered Nurse IV | | | 52.36 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | | 21.34 |
| 13000 - Information And Arts Occupations | | | |
| 13011 - Exhibits Specialist I | | | 20.38 |
| 13012 - Exhibits Specialist II | | | 25.26 |
| 13013 - Exhibits Specialist III | | | 30.90 |
| 13041 - Illustrator I | | | 20.38 |
| 13042 - Illustrator II | | | 25.26 |
| 13043 - Illustrator III | | | 30.90 |
| 13047 - Librarian | | | 27.96 |
| 13050 - Library Aide/Clerk | | | 14.18 |
| 13054 - Library Information Technology Systems Administrator | | | 25.26 |
| 13058 - Library Technician | | | 18.10 |
| 13061 - Media Specialist I | | | 18.22 |
| 13062 - Media Specialist II | | | 20.40 |
| 13063 - Media Specialist III | | | 22.73 |
| 13071 - Photographer I | | | 16.41 |
| 13072 - Photographer II | | | 18.36 |
| 13073 - Photographer III | | | 22.74 |
| 13074 - Photographer IV | | | 27.81 |
| 13075 - Photographer V | | | 33.65 |
| 13110 - Video Teleconference Technician | | | 17.69 |
| 14000 - Information Technology Occupations | | | |
| 14041 - Computer Operator I | | | 19.45 |
| 14042 - Computer Operator II | | | 21.76 |
| 14043 - Computer Operator III | | | 24.28 |
| 14044 - Computer Operator IV | | | 26.98 |
| 14045 - Computer Operator V | | | 29.87 |
| 14071 - Computer Programmer I | (see 1) | 2 | 2.85 |
| 14072 - Computer Programmer II | (see 1) | | |

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| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 19.45 |
| 14160 - Personal Computer Support Technician | | 26.98 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 30.62 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 37.04 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 44.39 |
| 15050 - Computer Based Training Specialist / Instructor | | 30.62 |
| 15060 - Educational Technologist | | 37.11 |
| 15070 - Flight Instructor (Pilot) | | 44.39 |
| 15080 - Graphic Artist | | 21.49 |
| 15090 - Technical Instructor | | 28.36 |
| 15095 - Technical Instructor/Course Developer | | 32.54 |
| 15110 - Test Proctor | | 21.49 |
| 15120 - Tutor | | 21.49 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.90 |
| 16030 - Counter Attendant | | 10.90 |
| 16040 - Dry Cleaner | | 13.76 |
| 16070 - Finisher, Flatwork, Machine | | 10.90 |
| 16090 - Presser, Hand | | 10.90 |
| 16110 - Presser, Machine, Drycleaning | | 10.90 |
| 16130 - Presser, Machine, Shirts | | 10.90 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.90 |
| 16190 - Sewing Machine Operator | | 14.71 |
| 16220 - Tailor | | 15.67 |
| 16250 - Washer, Machine | | 11.84 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 23.95 |
| 19040 - Tool And Die Maker | | 29.01 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 14.88 |
| 21030 - Material Coordinator | | 26.54 |
| 21040 - Material Expediter | | 26.54 |
| 21050 - Material Handling Laborer | | 13.19 |
| 21071 - Order Filler | | 13.22 |
| 21080 - Production Line Worker (Food Processing) | | 14.88 |
| 21110 - Shipping Packer | | 13.22 |
| 21130 - Shipping/Receiving Clerk | | 13.22 |
| 21140 - Store Worker I | | 11.35 |
| 21150 - Stock Clerk | | 16.17 |
| 21210 - Tools And Parts Attendant | | 14.88 |
| 21410 - Warehouse Specialist | | 14.88 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 25.78 |
| 23021 - Aircraft Mechanic I | | 24.50 |
| 23022 - Aircraft Mechanic II | | 25.78 |
| 23023 - Aircraft Mechanic III | | 27.31 |
| 23040 - Aircraft Mechanic Helper | | 17.80 |
| 23050 - Aircraft, Painter | | 22.96 |
| 23060 - Aircraft Servicer | | 20.21 |
| 23080 - Aircraft Worker | | 21.45 |

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| 23110 - Appliance Mechanic | 22.36 |
| 23120 - Bicycle Repairer | 14.44 |
| 23125 - Cable Splicer | 34.15 |
| 23130 - Carpenter, Maintenance | 22.89 |
| 23140 - Carpet Layer | 20.37 |
| 23160 - Electrician, Maintenance | 30.09 |
| 23181 - Electronics Technician Maintenance I | 26.22 |
| 23182 - Electronics Technician Maintenance II | 28.08 |
| 23183 - Electronics Technician Maintenance III | 29.95 |
| 23260 - Fabric Worker | 20.20 |
| 23290 - Fire Alarm System Mechanic | 24.83 |
| 23310 - Fire Extinguisher Repairer | 18.63 |
| 23311 - Fuel Distribution System Mechanic | 25.43 |
| 23312 - Fuel Distribution System Operator | 19.09 |
| 23370 - General Maintenance Worker | 19.13 |
| 23380 - Ground Support Equipment Mechanic | 24.50 |
| 23381 - Ground Support Equipment Servicer | 20.21 |
| 23382 - Ground Support Equipment Worker | 21.45 |
| 23391 - Gunsmith I | 18.63 |
| 23392 - Gunsmith II | 21.74 |
| 23393 - Gunsmith III | 24.83 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 21.57 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 22.70 |
| 23430 - Heavy Equipment Mechanic | 25.42 |
| 23440 - Heavy Equipment Operator | 23.61 |
| 23460 - Instrument Mechanic | 26.61 |
| 23465 - Laboratory/Shelter Mechanic | 23.29 |
| 23470 - Laborer | 12.28 |
| 23510 - Locksmith | 20.45 |
| 23530 - Machinery Maintenance Mechanic | 25.56 |
| 23550 - Machinist, Maintenance | 22.78 |
| 23580 - Maintenance Trades Helper | 16.87 |
| 23591 - Metrology Technician I | 26.61 |
| 23592 - Metrology Technician II | 28.00 |
| 23593 - Metrology Technician III | 29.66 |
| 23640 - Millwright | 30.04 |
| 23710 - Office Appliance Repairer | 22.32 |
| 23760 - Painter, Maintenance | 19.88 |
| 23790 - Pipefitter, Maintenance | 29.30 |
| 23810 - Plumber, Maintenance | 27.84 |
| 23820 - Pneudraulic Systems Mechanic | 24.83 |
| 23850 - Rigger | 24.83 |
| 23870 - Scale Mechanic | 21.74 |
| 23890 - Sheet-Metal Worker, Maintenance | 25.26 |
| 23910 - Small Engine Mechanic | 19.59 |
| 23931 - Telecommunications Mechanic I | 25.46 |
| 23932 - Telecommunications Mechanic II | 26.79 |
| 23950 - Telephone Lineman | 23.94 |
| 23960 - Welder, Combination, Maintenance | 21.15 |
| 23965 - Well Driller | 24.83 |
| 23970 - Woodcraft Worker | 24.83 |
| 23980 - Woodworker | 18.63 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.04 |

Plateau Remediation Contract
Contract No. DE-AC06-08RL14788

Section J
Attachment J.10, Revision 42

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| 24580 - Child Care Center Clerk | 13.63 |
| 24610 - Chore Aide | 11.35 |
| 24620 - Family Readiness And Support Services Coordinator | 13.44 |
| 24630 - Homemaker | 14.44 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.31 |
| 25040 - Sewage Plant Operator | 23.29 |
| 25070 - Stationary Engineer | 27.31 |
| 25190 - Ventilation Equipment Tender | 20.58 |
| 25210 - Water Treatment Plant Operator | 23.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 22.01 |
| 27007 - Baggage Inspector | 17.55 |
| 27008 - Corrections Officer | 23.96 |
| 27010 - Court Security Officer | 25.24 |
| 27030 - Detection Dog Handler | 22.01 |
| 27040 - Detention Officer | 23.96 |
| 27070 - Firefighter | 25.75 |
| 27101 - Guard I | 17.55 |
| 27102 - Guard II | 22.01 |
| 27131 - Police Officer I | 28.67 |
| 27132 - Police Officer II | 31.84 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.64 |
| 28042 - Carnival Equipment Repairer | 16.71 |
| 28043 - Carnival Equipment Worker | 11.72 |
| 28210 - Gate Attendant/Gate Tender | 14.01 |
| 28310 - Lifeguard | 11.90 |
| 28350 - Park Attendant (Aide) | 15.66 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.35 |
| 28515 - Recreation Specialist | 19.27 |
| 28630 - Sports Official | 12.47 |
| 28690 - Swimming Pool Operator | 22.22 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.81 |
| 29020 - Hatch Tender | 27.81 |
| 29030 - Line Handler | 27.81 |
| 29041 - Stevedore I | 25.82 |
| 29042 - Stevedore II | 29.78 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 16.14 |
| 30022 - Archeological Technician II | 18.43 |
| 30023 - Archeological Technician III | 24.07 |
| 30030 - Cartographic Technician | 25.48 |
| 30040 - Civil Engineering Technician | 24.78 |
| 30061 - Drafter/CAD Operator I | 16.14 |
| 30062 - Drafter/CAD Operator II | 18.43 |
| 30063 - Drafter/CAD Operator III | 20.55 |
| 30064 - Drafter/CAD Operator IV | 24.77 |
| 30081 - Engineering Technician I | 16.35 |
| 30082 - Engineering Technician II | 18.35 |
| 30083 - Engineering Technician III | 20.53 |

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| 30084 - Engineering Technician IV | 25.43 |
| 30085 - Engineering Technician V | 31.11 |
| 30086 - Engineering Technician VI | 38.46 |
| 30090 - Environmental Technician | 22.34 |
| 30210 - Laboratory Technician | 23.90 |
| 30240 - Mathematical Technician | 22.36 |
| 30361 - Paralegal/Legal Assistant I | 17.77 |
| 30362 - Paralegal/Legal Assistant II | 22.02 |
| 30363 - Paralegal/Legal Assistant III | 26.94 |
| 30364 - Paralegal/Legal Assistant IV | 32.59 |
| 30390 - Photo-Optics Technician | 22.36 |
| 30461 - Technical Writer I | 22.20 |
| 30462 - Technical Writer II | 27.15 |
| 30463 - Technical Writer III | 32.85 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2) | 20.55 |
| 30621 - Weather Observer, Senior (see 2) | 20.75 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.43 |
| 31030 - Bus Driver | 16.99 |
| 31043 - Driver Courier | 12.52 |
| 31260 - Parking and Lot Attendant | 10.69 |
| 31290 - Shuttle Bus Driver | 13.65 |
| 31310 - Taxi Driver | 11.88 |
| 31361 - Truckdriver, Light | 13.65 |
| 31362 - Truckdriver, Medium | 14.80 |
| 31363 - Truckdriver, Heavy | 21.02 |
| 31364 - Truckdriver, Tractor-Trailer | 21.02 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.64 |
| 99050 - Desk Clerk | 9.81 |
| 99095 - Embalmer | 24.57 |
| 99251 - Laboratory Animal Caretaker I | 12.19 |
| 99252 - Laboratory Animal Caretaker II | 13.28 |
| 99310 - Mortician | 24.57 |
| 99410 - Pest Controller | 21.01 |
| 99510 - Photofinishing Worker | 11.95 |
| 99710 - Recycling Laborer | 16.23 |
| 99711 - Recycling Specialist | 19.82 |
| 99730 - Refuse Collector | 14.49 |
| 99810 - Sales Clerk | 12.30 |
| 99820 - School Crossing Guard | 14.43 |
| 99830 - Survey Party Chief | 23.63 |
| 99831 - Surveying Aide | 14.85 |
| 99832 - Surveying Technician | 20.32 |
| 99840 - Vending Machine Attendant | 16.41 |
| 99841 - Vending Machine Repairer | 20.45 |
| 99842 - Vending Machine Repairer Helper | 16.41 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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

ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

SERVICE CONTRACT ACT COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION

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| REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor | | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 |
|--|--|--|

| | | |
|-----------------------------|------------------------------------|---|
| William W.Gross Director | Division of Wage Determinations | Wage Determination No.: 1998-0109 Revision No.: 9 Date Of Last Revision: 09/15/2006 |
|-----------------------------|------------------------------------|---|

State: Washington

Area: Washington County of Benton

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

Collective Bargaining Agreement between Fluor Hanford, Inc. and Office and Professional Employees International Union (OPEIU), Local 11, AFL-CIO effective April 1, 2003 through March 31, 2007.

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

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

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

DAVIS-BACON ACT WAGE DETERMINATION

General Decision Number: WA100009 10/28/2011 WA9

Superseded General Decision Number: WA20080009

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 | 03/12/2010 |
| 1 | 03/11/2011 |
| 2 | 04/01/2011 |
| 3 | 04/22/2011 |
| 4 | 06/24/2011 |
| 5 | 07/01/2011 |
| 6 | 07/08/2011 |
| 7 | 07/22/2011 |
| 8 | 07/29/2011 |
| 9 | 09/16/2011 |
| 10 | 10/28/2011 |

* SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

| | Rates_____ | Fringes |
|--|------------|------------|
| Asbestos Worker/Insulator | \$31.42 | \$15.62 |
| Boilermaker | \$35.13 | \$24.86 |
| Bricklayer | \$26.81 | \$12.86 |
| Carpenters: | | |
| Carpenters | \$30.00 | \$11.84 |
| Divers | \$31.75 | \$10.56 |
| Millwright & Machine Erector | \$32.00 | \$11.84 |
| Piledriver | \$27.00 | \$11.84 |
| Tenders.....\$ 30.75 | 10.56 | |
| Cement Masons: | | |
| Group 1 | \$25.08 | \$11.32 |
| Group 2 | \$25.70 | \$11.32 |
| Group 3 | \$26.21 | \$11.32 |
| Electricians: | | |
| Cable Splicers | \$37.75 | \$14.63+3% |
| Electricians | \$35.95 | \$14.63+3% |
| Ironworker | \$31.09 | \$19.85 |
| Laborers: | | |
| Group 1 | \$23.41 | \$10.00 |
| Group 2 | \$23.68 | \$10.00 |
| Group 3 | \$23.95 | \$10.00 |
| Group 4 | \$24.23 | \$10.00 |
| Group 5 | \$24.79 | \$10.00 |
| Painter (includes tape finishers, soft floor covers, glaziers, spray painters, steel painters, steam clean and acid etching, sign writers) | \$24.10 | \$ 8.38 |
| Plumber/Pipefitter | \$37.85 | \$22.39 |

| | Rates _____ | Fringes |
|--|-------------|---------|
| Power Equipment Operators: | | |
| Group 1 | \$24.76 | \$12.05 |
| Group 2 | \$25.08 | \$12.05 |
| Group 3 | \$25.69 | \$12.05 |
| Group 4 | \$26.01 | \$12.05 |
| Group 5 | \$26.29 | \$12.05 |
| Group 6 | \$26.56 | \$12.05 |
| Group 7 | \$27.66 | \$12.05 |
| Group 8 | \$29.00 | \$12.05 |
| Roofer (Including Waterproofing and Kettleman) | \$23.69 | \$10.02 |
| Sheet Metal Worker | \$32.16 | \$16.20 |
| Sprinkler Fitter | \$29.25 | \$18.15 |
| Truck Driver | | |
| Group 1 | \$20.83 | \$13.50 |
| Group 2 | \$22.10 | \$13.50 |
| Group 3 | \$23.14 | \$13.50 |
| Group 4 | \$23.43 | \$13.50 |
| Group 5 | \$23.54 | \$13.50 |
| Group 6 | \$23.71 | \$13.50 |
| Group 7 | \$24.24 | \$13.50 |
| Group 8 | \$24.57 | \$13.50 |

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 hardeners, 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, torgonal or material with epoxy bases of oxichloride base; All power grinders, bushing hammer, chipping gun; All sandblasting for architectural finishes and exposing of aggregate for finish; Concrete sawing and cutting for expansion joints and scoring for decorative patterns; Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines; Scarifiers; Working on scaffolds

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

LABORER CLASSIFICATIONS

Group 1: Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Signalman; Concrete Crewman (to include Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine- 6 inches and smaller); Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include Guard Rail, guide and reference posts, sign posts, and right-of-way markers); Flagman; Form cleaning machine feeder; Stacker; General Laborer; Group Machine Header Tender; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber 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); Pavement Breaker, 90 lbs. & over; Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Vibrators (all); Laser Beam Operator (Grade Checker and Elevation Control)

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

Group 5: Powderman

Power Equipment Operator Classifications

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

Group 2: A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compresor (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 Stack, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator

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

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

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

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

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

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

All Crane Booms, including Tower Cranes: Measure from center of rotation to center of shaft (radius): 130 ft TO 200 ft .50 hr. additional to classification Over 200 ft .80 hr. additional to classification

Truck Drivers Classifications

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

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

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

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

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

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

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

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

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

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

SERVICE CONTRACT ACT WAGE DETERMINATION

WD 05-2569 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2569
 Diane C. Koplewski Division of | Revision No.: 13
 Director Wage Determinations | Date Of Revision: 06/13/2011

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 | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.61 |
| 01012 - Accounting Clerk II | | 15.27 |
| 01013 - Accounting Clerk III | | 17.08 |
| 01020 - Administrative Assistant | | 22.41 |
| 01040 - Court Reporter | | 18.59 |
| 01051 - Data Entry Operator I | | 13.38 |
| 01052 - Data Entry Operator II | | 14.60 |
| 01060 - Dispatcher, Motor Vehicle | | 18.77 |
| 01070 - Document Preparation Clerk | | 12.94 |
| 01090 - Duplicating Machine Operator | | 12.94 |
| 01111 - General Clerk I | | 13.10 |
| 01112 - General Clerk II | | 14.30 |
| 01113 - General Clerk III | | 16.05 |
| 01120 - Housing Referral Assistant | | 20.52 |
| 01141 - Messenger Courier | | 11.95 |
| 01191 - Order Clerk I | | 12.44 |
| 01192 - Order Clerk II | | 13.57 |
| 01261 - Personnel Assistant (Employment) I | | 17.21 |
| 01262 - Personnel Assistant (Employment) II | | 19.25 |
| 01263 - Personnel Assistant (Employment) III | | 21.47 |
| 01270 - Production Control Clerk | | 26.54 |
| 01280 - Receptionist | | 12.83 |
| 01290 - Rental Clerk | | 15.00 |
| 01300 - Scheduler, Maintenance | | 16.45 |
| 01311 - Secretary I | | 16.45 |
| 01312 - Secretary II | | 18.40 |
| 01313 - Secretary III | | 20.52 |
| 01320 - Service Order Dispatcher | | 18.84 |
| 01410 - Supply Technician | | 22.80 |
| 01420 - Survey Worker | | 17.33 |
| 01531 - Travel Clerk I | | 14.84 |
| 01532 - Travel Clerk II | | 15.95 |

| | |
|--|-------|
| 01533 - Travel Clerk III | 17.09 |
| 01611 - Word Processor I | 15.07 |
| 01612 - Word Processor II | 16.91 |
| 01613 - Word Processor III | 18.91 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 18.71 |
| 05010 - Automotive Electrician | 18.82 |
| 05040 - Automotive Glass Installer | 17.82 |
| 05070 - Automotive Worker | 17.82 |
| 05110 - Mobile Equipment Servicer | 15.82 |
| 05130 - Motor Equipment Metal Mechanic | 19.80 |
| 05160 - Motor Equipment Metal Worker | 17.82 |
| 05190 - Motor Vehicle Mechanic | 19.80 |
| 05220 - Motor Vehicle Mechanic Helper | 14.82 |
| 05250 - Motor Vehicle Upholstery Worker | 16.81 |
| 05280 - Motor Vehicle Wrecker | 17.82 |
| 05310 - Painter, Automotive | 18.82 |
| 05340 - Radiator Repair Specialist | 17.82 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 19.80 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 17.23 |
| 07041 - Cook I | 13.97 |
| 07042 - Cook II | 15.66 |
| 07070 - Dishwasher | 9.89 |
| 07130 - Food Service Worker | 10.88 |
| 07210 - Meat Cutter | 17.51 |
| 07260 - Waiter/Waitress | 12.54 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 20.54 |
| 09040 - Furniture Handler | 13.45 |
| 09080 - Furniture Refinisher | 20.54 |
| 09090 - Furniture Refinisher Helper | 16.17 |
| 09110 - Furniture Repairer, Minor | 18.34 |
| 09130 - Upholsterer | 20.54 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 11.95 |
| 11060 - Elevator Operator | 11.95 |
| 11090 - Gardener | 16.89 |
| 11122 - Housekeeping Aide | 13.41 |
| 11150 - Janitor | 16.03 |
| 11210 - Laborer, Grounds Maintenance | 12.77 |
| 11240 - Maid or Houseman | 9.88 |
| 11260 - Pruner | 11.97 |
| 11270 - Tractor Operator | 15.28 |
| 11330 - Trail Maintenance Worker | 12.77 |
| 11360 - Window Cleaner | 18.02 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.83 |
| 12011 - Breath Alcohol Technician | 17.22 |
| 12012 - Certified Occupational Therapist Assistant | 23.78 |
| 12015 - Certified Physical Therapist Assistant | 24.27 |
| 12020 - Dental Assistant | 16.96 |
| 12025 - Dental Hygienist | 43.92 |
| 12030 - EKG Technician | 26.27 |
| 12035 - Electroneurodiagnostic Technologist | 26.27 |

| | | | |
|--|---------|---|-------|
| 12040 - Emergency Medical Technician | | | 16.83 |
| 12071 - Licensed Practical Nurse I | | | 15.49 |
| 12072 - Licensed Practical Nurse II | | | 17.33 |
| 12073 - Licensed Practical Nurse III | | | 19.33 |
| 12100 - Medical Assistant | | | 14.85 |
| 12130 - Medical Laboratory Technician | | | 16.01 |
| 12160 - Medical Record Clerk | | | 13.99 |
| 12190 - Medical Record Technician | | | 15.65 |
| 12195 - Medical Transcriptionist | | | 17.58 |
| 12210 - Nuclear Medicine Technologist | | | 36.58 |
| 12221 - Nursing Assistant I | | | 10.06 |
| 12222 - Nursing Assistant II | | | 11.31 |
| 12223 - Nursing Assistant III | | | 12.34 |
| 12224 - Nursing Assistant IV | | | 13.85 |
| 12235 - Optical Dispenser | | | 17.33 |
| 12236 - Optical Technician | | | 16.27 |
| 12250 - Pharmacy Technician | | | 15.67 |
| 12280 - Phlebotomist | | | 13.85 |
| 12305 - Radiologic Technologist | | | 26.57 |
| 12311 - Registered Nurse I | | | 29.51 |
| 12312 - Registered Nurse II | | | 36.10 |
| 12313 - Registered Nurse II, Specialist | | | 36.10 |
| 12314 - Registered Nurse III | | | 43.68 |
| 12315 - Registered Nurse III, Anesthetist | | | 43.68 |
| 12316 - Registered Nurse IV | | | 52.36 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | | 21.34 |
| 13000 - Information And Arts Occupations | | | |
| 13011 - Exhibits Specialist I | | | 20.38 |
| 13012 - Exhibits Specialist II | | | 25.26 |
| 13013 - Exhibits Specialist III | | | 30.90 |
| 13041 - Illustrator I | | | 20.38 |
| 13042 - Illustrator II | | | 25.26 |
| 13043 - Illustrator III | | | 30.90 |
| 13047 - Librarian | | | 27.96 |
| 13050 - Library Aide/Clerk | | | 14.18 |
| 13054 - Library Information Technology Systems Administrator | | | 25.26 |
| 13058 - Library Technician | | | 18.10 |
| 13061 - Media Specialist I | | | 18.22 |
| 13062 - Media Specialist II | | | 20.40 |
| 13063 - Media Specialist III | | | 22.73 |
| 13071 - Photographer I | | | 16.41 |
| 13072 - Photographer II | | | 18.36 |
| 13073 - Photographer III | | | 22.74 |
| 13074 - Photographer IV | | | 27.81 |
| 13075 - Photographer V | | | 33.65 |
| 13110 - Video Teleconference Technician | | | 17.69 |
| 14000 - Information Technology Occupations | | | |
| 14041 - Computer Operator I | | | 19.45 |
| 14042 - Computer Operator II | | | 21.76 |
| 14043 - Computer Operator III | | | 24.28 |
| 14044 - Computer Operator IV | | | 26.98 |
| 14045 - Computer Operator V | | | 29.87 |
| 14071 - Computer Programmer I | (see 1) | 2 | 2.85 |
| 14072 - Computer Programmer II | (see 1) | | |
| 14073 - Computer Programmer III | (see 1) | | |

| | | |
|---|---------|-------|
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 19.45 |
| 14160 - Personal Computer Support Technician | | 26.98 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 30.62 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 37.04 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 44.39 |
| 15050 - Computer Based Training Specialist / Instructor | | 30.62 |
| 15060 - Educational Technologist | | 37.11 |
| 15070 - Flight Instructor (Pilot) | | 44.39 |
| 15080 - Graphic Artist | | 21.49 |
| 15090 - Technical Instructor | | 28.36 |
| 15095 - Technical Instructor/Course Developer | | 32.54 |
| 15110 - Test Proctor | | 21.49 |
| 15120 - Tutor | | 21.49 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.90 |
| 16030 - Counter Attendant | | 10.90 |
| 16040 - Dry Cleaner | | 13.76 |
| 16070 - Finisher, Flatwork, Machine | | 10.90 |
| 16090 - Presser, Hand | | 10.90 |
| 16110 - Presser, Machine, Drycleaning | | 10.90 |
| 16130 - Presser, Machine, Shirts | | 10.90 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.90 |
| 16190 - Sewing Machine Operator | | 14.71 |
| 16220 - Tailor | | 15.67 |
| 16250 - Washer, Machine | | 11.84 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 23.95 |
| 19040 - Tool And Die Maker | | 29.01 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 14.88 |
| 21030 - Material Coordinator | | 26.54 |
| 21040 - Material Expediter | | 26.54 |
| 21050 - Material Handling Laborer | | 13.19 |
| 21071 - Order Filler | | 13.22 |
| 21080 - Production Line Worker (Food Processing) | | 14.88 |
| 21110 - Shipping Packer | | 13.22 |
| 21130 - Shipping/Receiving Clerk | | 13.22 |
| 21140 - Store Worker I | | 11.35 |
| 21150 - Stock Clerk | | 16.17 |
| 21210 - Tools And Parts Attendant | | 14.88 |
| 21410 - Warehouse Specialist | | 14.88 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 25.78 |
| 23021 - Aircraft Mechanic I | | 24.50 |
| 23022 - Aircraft Mechanic II | | 25.78 |
| 23023 - Aircraft Mechanic III | | 27.31 |
| 23040 - Aircraft Mechanic Helper | | 17.80 |
| 23050 - Aircraft, Painter | | 22.96 |
| 23060 - Aircraft Servicer | | 20.21 |
| 23080 - Aircraft Worker | | 21.45 |
| 23110 - Appliance Mechanic | | 22.36 |

| | |
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| 23120 - Bicycle Repairer | 14.44 |
| 23125 - Cable Splicer | 34.15 |
| 23130 - Carpenter, Maintenance | 22.89 |
| 23140 - Carpet Layer | 20.37 |
| 23160 - Electrician, Maintenance | 30.09 |
| 23181 - Electronics Technician Maintenance I | 26.22 |
| 23182 - Electronics Technician Maintenance II | 28.08 |
| 23183 - Electronics Technician Maintenance III | 29.95 |
| 23260 - Fabric Worker | 20.20 |
| 23290 - Fire Alarm System Mechanic | 24.83 |
| 23310 - Fire Extinguisher Repairer | 18.63 |
| 23311 - Fuel Distribution System Mechanic | 25.43 |
| 23312 - Fuel Distribution System Operator | 19.09 |
| 23370 - General Maintenance Worker | 19.13 |
| 23380 - Ground Support Equipment Mechanic | 24.50 |
| 23381 - Ground Support Equipment Servicer | 20.21 |
| 23382 - Ground Support Equipment Worker | 21.45 |
| 23391 - Gunsmith I | 18.63 |
| 23392 - Gunsmith II | 21.74 |
| 23393 - Gunsmith III | 24.83 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 21.57 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 22.70 |
| 23430 - Heavy Equipment Mechanic | 25.42 |
| 23440 - Heavy Equipment Operator | 23.61 |
| 23460 - Instrument Mechanic | 26.61 |
| 23465 - Laboratory/Shelter Mechanic | 23.29 |
| 23470 - Laborer | 12.28 |
| 23510 - Locksmith | 20.45 |
| 23530 - Machinery Maintenance Mechanic | 25.56 |
| 23550 - Machinist, Maintenance | 22.78 |
| 23580 - Maintenance Trades Helper | 16.87 |
| 23591 - Metrology Technician I | 26.61 |
| 23592 - Metrology Technician II | 28.00 |
| 23593 - Metrology Technician III | 29.66 |
| 23640 - Millwright | 30.04 |
| 23710 - Office Appliance Repairer | 22.32 |
| 23760 - Painter, Maintenance | 19.88 |
| 23790 - Pipefitter, Maintenance | 29.30 |
| 23810 - Plumber, Maintenance | 27.84 |
| 23820 - Pneudraulic Systems Mechanic | 24.83 |
| 23850 - Rigger | 24.83 |
| 23870 - Scale Mechanic | 21.74 |
| 23890 - Sheet-Metal Worker, Maintenance | 25.26 |
| 23910 - Small Engine Mechanic | 19.59 |
| 23931 - Telecommunications Mechanic I | 25.46 |
| 23932 - Telecommunications Mechanic II | 26.79 |
| 23950 - Telephone Lineman | 23.94 |
| 23960 - Welder, Combination, Maintenance | 21.15 |
| 23965 - Well Driller | 24.83 |
| 23970 - Woodcraft Worker | 24.83 |
| 23980 - Woodworker | 18.63 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.04 |
| 24580 - Child Care Center Clerk | 13.63 |

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| 24610 - Chore Aide | 11.35 |
| 24620 - Family Readiness And Support Services Coordinator | 13.44 |
| 24630 - Homemaker | 14.44 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.31 |
| 25040 - Sewage Plant Operator | 23.29 |
| 25070 - Stationary Engineer | 27.31 |
| 25190 - Ventilation Equipment Tender | 20.58 |
| 25210 - Water Treatment Plant Operator | 23.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 22.01 |
| 27007 - Baggage Inspector | 17.55 |
| 27008 - Corrections Officer | 23.96 |
| 27010 - Court Security Officer | 25.24 |
| 27030 - Detection Dog Handler | 22.01 |
| 27040 - Detention Officer | 23.96 |
| 27070 - Firefighter | 25.75 |
| 27101 - Guard I | 17.55 |
| 27102 - Guard II | 22.01 |
| 27131 - Police Officer I | 28.67 |
| 27132 - Police Officer II | 31.84 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.64 |
| 28042 - Carnival Equipment Repairer | 16.71 |
| 28043 - Carnival Equipment Worker | 11.72 |
| 28210 - Gate Attendant/Gate Tender | 14.01 |
| 28310 - Lifeguard | 11.90 |
| 28350 - Park Attendant (Aide) | 15.66 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.35 |
| 28515 - Recreation Specialist | 19.27 |
| 28630 - Sports Official | 12.47 |
| 28690 - Swimming Pool Operator | 22.22 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.81 |
| 29020 - Hatch Tender | 27.81 |
| 29030 - Line Handler | 27.81 |
| 29041 - Stevedore I | 25.82 |
| 29042 - Stevedore II | 29.78 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 16.14 |
| 30022 - Archeological Technician II | 18.43 |
| 30023 - Archeological Technician III | 24.07 |
| 30030 - Cartographic Technician | 25.48 |
| 30040 - Civil Engineering Technician | 24.78 |
| 30061 - Drafter/CAD Operator I | 16.14 |
| 30062 - Drafter/CAD Operator II | 18.43 |
| 30063 - Drafter/CAD Operator III | 20.55 |
| 30064 - Drafter/CAD Operator IV | 24.77 |
| 30081 - Engineering Technician I | 16.35 |
| 30082 - Engineering Technician II | 18.35 |
| 30083 - Engineering Technician III | 20.53 |
| 30084 - Engineering Technician IV | 25.43 |

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| 30085 - Engineering Technician V | 31.11 |
| 30086 - Engineering Technician VI | 38.46 |
| 30090 - Environmental Technician | 22.34 |
| 30210 - Laboratory Technician | 23.90 |
| 30240 - Mathematical Technician | 22.36 |
| 30361 - Paralegal/Legal Assistant I | 17.77 |
| 30362 - Paralegal/Legal Assistant II | 22.02 |
| 30363 - Paralegal/Legal Assistant III | 26.94 |
| 30364 - Paralegal/Legal Assistant IV | 32.59 |
| 30390 - Photo-Optics Technician | 22.36 |
| 30461 - Technical Writer I | 22.20 |
| 30462 - Technical Writer II | 27.15 |
| 30463 - Technical Writer III | 32.85 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 20.55 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 20.75 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.43 |
| 31030 - Bus Driver | 16.99 |
| 31043 - Driver Courier | 12.52 |
| 31260 - Parking and Lot Attendant | 10.69 |
| 31290 - Shuttle Bus Driver | 13.65 |
| 31310 - Taxi Driver | 11.88 |
| 31361 - Truckdriver, Light | 13.65 |
| 31362 - Truckdriver, Medium | 14.80 |
| 31363 - Truckdriver, Heavy | 21.02 |
| 31364 - Truckdriver, Tractor-Trailer | 21.02 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.64 |
| 99050 - Desk Clerk | 9.81 |
| 99095 - Embalmer | 24.57 |
| 99251 - Laboratory Animal Caretaker I | 12.19 |
| 99252 - Laboratory Animal Caretaker II | 13.28 |
| 99310 - Mortician | 24.57 |
| 99410 - Pest Controller | 21.01 |
| 99510 - Photofinishing Worker | 11.95 |
| 99710 - Recycling Laborer | 16.23 |
| 99711 - Recycling Specialist | 19.82 |
| 99730 - Refuse Collector | 14.49 |
| 99810 - Sales Clerk | 12.30 |
| 99820 - School Crossing Guard | 14.43 |
| 99830 - Survey Party Chief | 23.63 |
| 99831 - Surveying Aide | 14.85 |
| 99832 - Surveying Technician | 20.32 |
| 99840 - Vending Machine Attendant | 16.41 |
| 99841 - Vending Machine Repairer | 20.45 |
| 99842 - Vending Machine Repairer Helper | 16.41 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

SERVICE CONTRACT ACT COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION

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

State: Washington

Area: Washington County of Benton

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

Collective Bargaining Agreement between Fluor Hanford, Inc. and Office and Professional Employees International Union (OPEIU), Local 11, AFL-CIO effective April 1, 2003 through March 31, 2007.

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

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

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

DAVIS-BACON ACT WAGE DETERMINATION

General Decision Number: WA100009 10/28/2011 WA9

Superseded General Decision Number: WA20080009

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 | 03/12/2010 |
| 1 | 03/11/2011 |
| 2 | 04/01/2011 |
| 3 | 04/22/2011 |
| 4 | 06/24/2011 |
| 5 | 07/01/2011 |
| 6 | 07/08/2011 |
| 7 | 07/22/2011 |
| 8 | 07/29/2011 |
| 9 | 09/16/2011 |
| 10 | 10/28/2011 |

* SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

| | Rates_____ | Fringes |
|--|------------|------------|
| Asbestos Worker/Insulator | \$31.42 | \$15.62 |
| Boilermaker | \$35.13 | \$24.86 |
| Bricklayer | \$26.81 | \$12.86 |
| Carpenters: | | |
| Carpenters | \$30.00 | \$11.84 |
| Divers | \$31.75 | \$10.56 |
| Millwright & Machine Erector | \$32.00 | \$11.84 |
| Piledriver | \$27.00 | \$11.84 |
| Tenders.....\$ 30.75 | 10.56 | |
| Cement Masons: | | |
| Group 1 | \$25.08 | \$11.32 |
| Group 2 | \$25.70 | \$11.32 |
| Group 3 | \$26.21 | \$11.32 |
| Electricians: | | |
| Cable Splicers | \$37.75 | \$14.63+3% |
| Electricians | \$35.95 | \$14.63+3% |
| Ironworker | \$31.09 | \$19.85 |
| Laborers: | | |
| Group 1 | \$23.41 | \$10.00 |
| Group 2 | \$23.68 | \$10.00 |
| Group 3 | \$23.95 | \$10.00 |
| Group 4 | \$24.23 | \$10.00 |
| Group 5 | \$24.79 | \$10.00 |
| Painter | \$24.10 | \$ 8.38 |
| (includes tape finishers, soft floor covers, glaziers, spray painters, steel painters, steam clean and acid etching, sign writers) | | |
| Plumber/Pipefitter | \$37.85 | \$22.39 |

| | Rates _____ | Fringes |
|--|-------------|---------|
| Power Equipment Operators: | | |
| Group 1 | \$24.76 | \$12.05 |
| Group 2 | \$25.08 | \$12.05 |
| Group 3 | \$25.69 | \$12.05 |
| Group 4 | \$26.01 | \$12.05 |
| Group 5 | \$26.29 | \$12.05 |
| Group 6 | \$26.56 | \$12.05 |
| Group 7 | \$27.66 | \$12.05 |
| Group 8 | \$29.00 | \$12.05 |
| Roofer (Including Waterproofing and Kettleman) | \$23.69 | \$10.02 |
| Sheet Metal Worker | \$32.16 | \$16.20 |
| Sprinkler Fitter | \$29.25 | \$18.15 |
| Truck Driver | | |
| Group 1 | \$20.83 | \$13.50 |
| Group 2 | \$22.10 | \$13.50 |
| Group 3 | \$23.14 | \$13.50 |
| Group 4 | \$23.43 | \$13.50 |
| Group 5 | \$23.54 | \$13.50 |
| Group 6 | \$23.71 | \$13.50 |
| Group 7 | \$24.24 | \$13.50 |
| Group 8 | \$24.57 | \$13.50 |

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 hardeners, sealers and curing compounds and their application; Grouting and dry packing of machine base; Removal of snap ties and she bolts prior to patching of concrete

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

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

LABORER CLASSIFICATIONS

Group 1: Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Signalman; Concrete Crewman (to include Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine- 6 inches and smaller); Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include Guard Rail, guide and reference posts, sign posts, and right-of-way markers); Flagman; Form cleaning machine feeder; Stacker; General Laborer; Group Machine Header Tender; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber 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); Pavement Breaker, 90 lbs. & over; Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Vibrators (all); Laser Beam Operator (Grade Checker and Elevation Control)

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

Group 5: Powderman

Power Equipment Operator Classifications

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

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

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

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

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

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

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

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

All Crane Booms, including Tower Cranes: Measure from center of rotation to center of shaft (radius): 130 ft TO 200 ft .50 hr. additional to classification Over 200 ft .80 hr. additional to classification

Truck Drivers Classifications

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

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

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

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

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

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

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

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

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

The following Contract Language is hereby added to Section J, Attachment J.8, Advance Understanding of Costs:

| TYPE OF COST | CLARIFICATION |
|-------------------------------------|--|
| FAR Subpart 31.205-46, Travel costs | <p>Extended Personnel Assignments:</p> <ul style="list-style-type: none">• After 30 days, DOE's reimbursement of lodging/other subsidies will be limited by, and consistent with, the Federal Travel Regulations, DOE's Travel manual DOE M 552.1-1A (or current version), and any DOE or NNSA supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55% of the Federal per diem rate; and• DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after 3 years. |

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

SECTION J -- LIST OF ATTACHMENTS

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ATTACHMENT J.8

ADVANCE UNDERSTANDING OF COSTS

In accordance with the Section H Clause entitled, Advance Understanding of Costs, this attachment sets forth the basis for determining the allowability of costs associated with expenditures that have cost implications under the Contract, that are not identified in other documents requiring the review and approval of the contracting officer. Unless a date is provided within an item of cost identified below, all items within this table are considered to be applicable for the three contract periods defined in Clause F.1, Period of Performance.

This Advance Understanding of Costs shall not:

- Make an otherwise unallowable cost allowable,
- Change the Contract Price identified in Table B.4-1, Contract Cost and Contract Fee, or
- Change any Contract Period as defined in Clause F.1, Period of Performance.

Items may be added or modified throughout the period of performance, as necessary, by the Contracting Officer.

| TYPE OF COST | CLARIFICATION |
|--|--|
| DEAR 970.4402-3, Purchasing from contractor-affiliated sources, FAR Subpart 31.205-26, Material Costs | Support to and from Corporate Affiliates: The Contractor may provide intermittent support to and receive intermittent support from corporate affiliates on a full cost recovery basis without fee subject to the conditions specified elsewhere in the contract in clause B.10, Allowability of Subcontractor Fee, and Clause H.39, Parent Organization Support Plan |
| DOE Order 203.1 - Limited Personal Use of Government Office Equipment Including Information Technology | Non interfering use (i.e., use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as for employees use in performing work related educational activities. |
| FAR Subpart 31.205-1, Public relations and advertising costs | Stakeholder Information: Media designed for DOE's Plateau Remediation Contract efforts and for performance of contract including implementation of a Community Relations Program and public information releases in accordance with paragraph (e)(2) are allowable costs under this contract. |

| TYPE OF COST | CLARIFICATION |
|---|---|
| | <p>Business Cards : Allowable, limited to supervisors and above, except for Procurement personnel having routine contact with offsite vendors and Human Resources/Communications personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.</p> <p>Community Service Activities: In accordance with paragraph (e)(2), costs of participation in company sponsored community service activities (e.g., Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc.) are allowable. The anticipated costs are limited to participation and use of government equipment on a non-interfering basis.</p> |
| <p>FAR Subpart 31.205-6, Compensation for personal services</p> | <p>Beryllium Testing/Travel and Assistance: Costs associated with testing expenses, such as travel for both the individual being tested and the individual required to provide travel assistance, will be allowable to the extent the costs are in accordance with approved Travel Policies and Federal Travel Regulations (FTR).</p> <p>Executive Incentive Compensation: Per CHPRC Letter 0800023, incentive compensation for executives will not be submitted to the government for reimbursement under the contract.</p> <p>Hiring/Signing Bonuses: Beginning in the Base Period, hiring/Signing bonuses, not to exceed \$200,000 total payments in any government fiscal year beginning 10/1, associated with recruiting management and certain technical personnel are allowable.</p> <p>Annual Safety Recognition Budget: \$35 per person (includes staff-augmentation subcontractor employees that are part of the contractor's integrated project team) contract allowable budget to recognize and foster a safety culture. This amount is in addition to cost identified in Employee Morale Funds identified below. Within funds budgeted for this purpose, the contractor may pay reasonable gratuities (tips) to service providers according to local custom.</p> |
| <p>FAR Subpart 31.205-13, Employee morale, health, welfare, food service, and dormitory costs and credits</p> | <p>Annual Employee Morale Fund: Costs incurred for such program will be allowable in an amount not to exceed fifty dollars (\$50.00) per employee per year (includes staff-augmentation subcontractor employees that are part of the contractor's integrated project team). Within funds budgeted for this purpose, the contractor may pay reasonable gratuities (tips) to service providers according to local custom.</p> |

| TYPE OF COST | CLARIFICATION |
|--|--|
| FAR Subpart 31.205-19, Insurance and indemnification | Insurance Costs: Insurance as required by contract is allowable. If commercial insurance will be used, Contractor will provide analysis of commercial versus the Department's Retrospective Insurance Program in accordance with DOE Acquisition Guide, Chapter 70.28, Contractor Insurance, by June 30 of each year of contract performance. |
| FAR Subpart 31.205-26, Material costs | <p>Material Costs associated with worker safety:</p> <ul style="list-style-type: none"> • Winter clothing such as coats, jackets, vests, hoods, sweatshirts, long underwear, stocking caps, bibs, and coveralls; is an allowable expense for field workers. • Bottled water and electrolyte solutions or supplements are allowable expenses for workers performing duties in adverse conditions • Bottled water is an allowable expense wherever potable water is not available • Personnel Protective Equipment (PPE) such as safety shoes including orthotics, safety glasses, gloves, ear protection, etc., as delineated in the Contractors' PPE Procedure is allowable. <p>Material Costs associated with aging water systems: Water sediment filter systems are allowable to filter potable water where it is not practicable to replace aging infrastructure.</p> |
| FAR Subpart 31.205-35, Relocation costs | Relocation Costs: Relocation costs are associated with long term employees and as such, are operational allowable costs. |
| FAR Subpart 31.205-46, Travel costs | Temporary Assignment: Cost associated with temporary employees working during the transition period (beginning July 14, 2008, through September 30, 2008) may be covered as temporary duty. The costs associated with an individual returning home every four weeks, is allowable. |

| TYPE OF COST | CLARIFICATION |
|-------------------------------------|--|
| FAR Subpart 31.205-46, Travel costs | <p>Extended Personnel Assignments:</p> <ul style="list-style-type: none">• After 30 days, DOE's reimbursement of lodging/other subsidies will be limited by, and consistent with, the Federal Travel Regulations, DOE's Travel manual DOE M 552.1-1A (or current version), and any DOE or NNSA supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55% of the Federal per diem rate; and• DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after 3 years. |