

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-08RL14788.001		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6) Same as item 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) CH2M Hill Plateau Remediation Company, LLC 3190 George Washington Way, Suite B Richland, WA 99354-1659			(c)	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	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

1110842 \$1,925,000; 1110843 \$1,200,000; 1110849 \$182,735

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

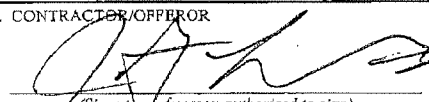
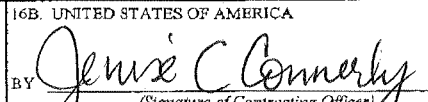
(c)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	1.102 - FAR 52.243-2, Changes - Cost Reimbursement
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the parties
X	D. OTHER Specify type of modification and authority) B. 3 - Obligation and Availability of Funds

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

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

- A) In accordance with contract clause B.3, Obligation and Availability of Funds, the amount of funds is hereby increased by \$3,307,735 from \$0 to \$3,307,735, as detailed on page 2.
- B) In accordance with the Contractor's initial offer and agreement of the parties, changes are made to Section C, subsection C.5, Summary of Contract Deliverables, Clause H.2, Employee Compensation: Pay and Benefits, and Clause F.1, Period of Performance, as detailed on page 2.
- C) In accordance with FAR 52.243-2, Changes - Cost Reimbursement, Section C, subsection C.3.2.2, Nuclear Safety, and Section J, Attachment J.2, Requirements Sources and Implementing Documents, List A: Applicable Federal State, and Local Regulations, Table J.2.1, Code of Federal Regulations (CFR), are updated for current nuclear safety requirements, as detailed on page 2.

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) John G. Lehw		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/14/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/14/2008

The following revisions are included with this modification:

Section B, Clause B.3, Obligation and Availability of Funds, is modified as follows:

from:

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of [amount to be inserted at the time of Contract award] have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through [period to be inserted at the time of Contract award].

to:

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$3,307,735 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2008.

Section C, subsection C.3.2.2, Nuclear Safety, is modified to add the following sentence at the beginning of the section:

“DOE will execute its nuclear safety responsibilities in accordance with DOE O 410.1.”

Section C, subsection C.5, Summary of Contract Deliverables, specific deliverables are changed as follows:

- C.2.1-1, Transition Plan, deliverable due date is changed from “10 days after contract Notice to Proceed,” to “No later than August 1, 2008.” The word “working” is added following “5 “ to change the DOE response time for this deliverable to “5 working days.” The following footnoted statement is added to this deliverable: “Deliverables that specify days from “contract Notice to Proceed” shall be calculated from August 1, 2008.”
- C.2.1-2, Statement of Material Differences, deliverable due date is changed from “60 days after contract Notice to Proceed” to “30 days after contract Notice to Proceed.” The following footnoted statement is added to this deliverable: “Updates to the Statement of Material Differences may be made through day 45 after contract Notice to Proceed.”
- C.2.1-3, Transition Agreement(s), deliverable date is changed from “75 days after contract Notice to Proceed,” to “45 days after contract Notice to Proceed.”
- C.3.1.1-1, Project Execution Plan, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.1.2.3-1, PRC Performance Measurement Baseline Change Control Process, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.1.4-1, Risk Management Plan, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2-1, Adopted ISMS/EMS Description, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2.1-1, Environmental Protection and Compliance Plan, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”

- C.3.2.2-1, Adopted Unreviewed Safety Question Process, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2.3-1, Adopted Worker Safety and Health Program, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2.3-3, Adopted Radiation Protection Program, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2.3-5, Adopted Chronic Beryllium Disease Prevention Program, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2.4-1, Adopted QA Programs, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.2.4-3, Adopted Assurance System Description, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”
- C.3.4.1-1, External Affairs Program Description, deliverable date is changed from “60 days after contract Notice to Proceed,” to “30 days after contract Notice to Proceed.”

Section F, Clause F.1, Period of Performance, is changed as follows:

from:

- (a) After Contract award, the Contracting Officer will issue a Contract Notice to Proceed (which may be concurrent with or follow Contract award). The Contractor shall commence work within 10 calendar days after the date of the Notice. The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* and upon completion, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
 - (1) *Transition Period* – A 90-day period for transition of work from the existing Project Hanford Management Contract (PHMC) performed by Fluor Hanford, Inc.; the Tank Farm Contractor (TFC) performed by CH2M HILL Hanford Group, Inc.; and other DOE contractors, to the PRC. If necessary, the Contracting Officer may direct a change in the PRC Transition Period or may direct support to the transition of the MSC and TOC;
 - (2) *Base Period* – Five (5) year performance period (estimated to be October 1, 2008, through September 30, 2013); and
 - (3) *Option Period* (if exercised) -- One option period for a period of five (5) years (estimated to begin on October 1, 2013).

to:

- (a) After Contract award, the Contracting Officer will issue a Contract Notice to Proceed (which may be concurrent with or follow Contract award). The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on August 1, 2008, and upon completion on September 30, 2008, immediately start the *Base Period* of the Contract.

- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
- (1) *Transition Period* – A 60-day period for transition of work from the existing Project Hanford Management Contract (PHMC) performed by Fluor Hanford, Inc.; the Tank Farm Contractor (TFC) performed by CH2M HILL Hanford Group, Inc.; and other DOE contractors, to the PRC. If necessary, the Contracting Officer may direct a change in the PRC Transition Period or may direct support to the transition of the MSC and TOC;
 - (2) *Base Period* – Five (5) year performance period, October 1, 2008, through September 30, 2013; and
 - (3) *Option Period* (if exercised) -- One option period for a period of five (5) years, October 1, 2013, through September 30, 2018.

Section H, Clause H.2 Employee Compensation: Pay and Benefits, paragraph (d), Human Resources Compensation Plan, is changed as follows:

from:

The Contractor shall submit within 30 days of Contract award a Human Resources Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract.

to:

The Contractor shall submit within 30 days of the date of the contract Notice to Proceed a Human Resources Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract.

Section J, Attachment J.2, Requirements Sources and Implementing Documents, List A: Applicable Federal State, and Local Regulations, Table J.2.1, Code of Federal Regulations (CFR), 10 CFR 830, Nuclear Safety Management, is changed as follow:

The title is modified to include the following parenthetical phrase: “(including DOE-STD-3009 CN-3, DOE-STD-1186, and DOE-STD-1189).”

By signature on this modification, the Contractor agrees to the following Contractor’s Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the adjustment of the contract Notice to Proceed and Transition periods and deliverables, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the adjustment of the contract Notice to Proceed and Transition Periods and deliverables. This release does not include any impact from changes to Section J, Attachment J.2, Requirements Sources and Implementing Documents, made by this modification that may affect cost, schedule or execution of the Base Contract Scope of Work.

Replacement pages are provided for Section B, C, F, H, and J.

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 \$3,307,735 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2008.
- (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*.

- Develop an inclusive Site-wide Environmental Management System (EMS) Program Management Plan that complies with DOE O 450.1;
- Perform Site-wide environmental permits/licenses responsibilities, including maintenance, application and reporting;
- Track, trend, and evaluate all Site-wide enforcement actions, compliance issues, and regulatory inspections conducted and planned at the Hanford Site;
- Provide Site-wide TPA technical support to DOE;
- Establish, manage, and maintain integrated Hanford Site Administrative Records and Public Information Repository.

The Contractor shall submit for DOE approval, an *Environmental Protection and Compliance Plan* (Deliverable C.3.2.1-1), which describes the current environmental protection and compliance framework, proposed changes to this framework, and the proposed approach to maintain compliance with the TPA and other regulatory permits and requirements throughout the duration of the Contract. The Contractor shall update the *Environmental Protection and Compliance Plan* and obtain DOE approval, annually or as required to reflect changing conditions and contractor responsibilities

The Contractor shall manage its facilities, waste management units, and operable units to assure compliance with environmental requirements and agreements. The Contractor shall integrate their environmental permitting and regulatory compliance activities with the Hanford site-wide permitting and compliance framework, including, but not limited to, the *Hanford Air Operating Permit and the Hanford Facility RCRA Permit (WA7890008967)*.

The Contractor shall work with the MSC and other designated Hanford Site contractors in providing legally and regulatory required information associated with air and liquid effluent and other environmental permitting actions. The Contractor shall prepare, submit, and receive DOE and regulatory approvals for all additional regulatory and supporting documentation required to complete the work under this Contract.

The Contractor shall interface with the MSC and other designated contractors in providing legally and regulatory required air and liquid effluent and near facility environmental monitoring data. The Contractor shall collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. The Contractor shall compare the monitoring data with regulatory and/or permit standards applicable to their activities and/or operations and provide the data and analyses to the MSC or other designated contractors for use in preparing the mandatory state and Federal environmental reports for the Hanford Site, including the Hanford Site Environmental Report.

The Contractor shall provide all necessary support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation. As part of this responsibility, the Contractor is encouraged to propose beneficial changes to the regulatory approach.

C.3.2.2 Nuclear Safety

DOE will execute its nuclear safety responsibilities in accordance with DOE O 410.1. The Contractor shall adopt existing DOE-RL approved safety basis documentation for PRC Hazard Category 1, 2 and 3 nuclear facilities. These safety basis documents shall be

Table C.5, Summary of Contract Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.2.1-1	Transition Plan	Approve	5 working days	No later than August 1, 2008 ³
C.2.1-2	Statement of Material Differences ⁴	Approve	30 days	30 days after contract Notice to Proceed
C.2.1-3	Transition Agreement(s)	Approve	15 days	45 days after contract Notice to Proceed
C.2.1-4	Weekly Written Transition Status Reports	Information	N/A	Weekly during Transition
C.2.2.4.1-1	Lessons Learned Report for PFP Facilities	Review	N/A	TBD
C.2.2.4.2-1	Structural assessment of the 216-Z-9 cover slab	Review	N/A	TBD
C.2.2.4.2-2	Lessons Learned Report for D&D of 216-Z-9	Review	N/A	TBD
C.2.3.1-1	Strategic Plan for integration of the waste treatment/disposal functions	Approve	30 days	180 days after completion of Transition
C.2.3.12-1	Update IDF Performance Assessment	Approve	180 days	At DOE Direction
C.2.3.12-2	Update IDF Waste Acceptance Criteria	Approve	60 days	At DOE Direction
C.2.3.12-3	Authorization Agreement Document(s) for IDF LLW and MLLW	Approve	120 days	At DOE Direction
C.2.4.1.1-1	Evaluation/Report with recommendations for changes in Groundwater Project activity	Information	N/A	180 days after completion of Transition
C.2.4.1.1-2	Plan for gaining community and stakeholder understanding of groundwater objectives and approaches	Review	30 days	180 days after completion of Transition
C.2.4.1.1-3	Prioritized list of recommended service water line upgrades or storm water run off control projects	Information	N/A	180 days after completion of Transition and annually thereafter

¹ All days refer to calendar days.

² Number of calendar days for DOE to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action.

³ Deliverables that specify days from "contract Notice to Proceed" shall be calculated from August 1, 2008.

⁴ Updates to the Statement of Material Differences may be made through day 45 after contract Notice to Proceed.

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.2.4.1.2-1	Changes to document containing key physical, chemical, and other parameters/assumptions associated with modeling the fate and transport of environmental contaminants	Approve	60 days	As Required
C.2.4.1.2-2	Site Specification document	Approve	60 days	As Required
C.2.4.1.2-3	Prepare a process to manage risk assessment activities across the Hanford site.	Approve	60 days	180 days after completion of Transition
C.2.4.5-1	Annual Groundwater Monitoring Report	Approve	30 days	Annually
C.2.4.6-1	Removal Action Documentation <ul style="list-style-type: none"> • Sampling and Analysis Plan • Engineering Evaluation/Cost Analysis • Removal Action Work Plan Remedial Action Documentation <ul style="list-style-type: none"> • Remedial Investigation/Feasibility Study Work Plan • Remedial Investigation Report • Feasibility Study Report • Proposed Plan Report • Remedial Design/Remedial Action Work Plan 	Approve	30 days for each document	As Required
C.2.5.3-1	Plan for sequencing and structuring the content of Records of Decision and other disposition decision documents	Review	60 days	360 days after completion of Transition
C.2.5.3-2	Plan for sequencing geographical zone remediation activities	Review	60 days	At DOE Direction
C.2.5.3-3	Conceptual Design Report for each Central Plateau geographical zone	Approve	60 days	At DOE Direction
C.3.1.1-1	Project Execution Plan (PEP)	Approve	30 days	30 days after contract Notice to Proceed
C.3.1.2.2-1	Initial Performance Measurement Baseline	Approve	60 days	180 Days after contract Notice to Proceed
C.3.1.2.2-2	Performance Measurement Baseline annual updates	Approve	60 days	Annually
C.3.1.2.3-1	PRC Performance Measurement Baseline Change Control Process	Approve	30 days	30 days after contract Notice to Proceed
C.3.1.3.1-1	Monthly Performance Report	Review	N/A	Last Tuesday of each month
C.3.1.4-1	Risk Management Plan	Approve	30 days	30 days after contract Notice to Proceed
C.3.1.5.1-1	List of standards to be used in the design of facilities and equipment	Approve	60 days	At DOE Direction

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.3.1.5.2-1	Procurement, Construction, and Acceptance Testing Plan	Approve	60 days	At DOE Direction
C.3.1.5.2-2	Purchasing System	Approve	60 days	At DOE Direction
C.3.1.5.2-3	Construction and Acceptance Testing Program	Approve	60 days	At DOE Direction
C.3.1.5.2-4	As-built Program Description	Approve	60 days	At DOE Direction
C.3.2-1	Adopted ISMS/EMS Description	Information	N/A	30 days after contract Notice to Proceed
C.3.2-2	ISMS/EMS Description	Approve	90 days	270 days after completion of Transition
C.3.2-3	ISMS/EMS Description Updates	Approve	60 days	Annually, or as required
C.3.2-4	Authorization Agreements (AA)	Approve	60 days	Annually
C.3.2-5	ISMS/ESH&Q Performance Objectives, Measures, and Commitments	Approve	60 days	Annually
C.3.2.1-1	Environmental Protection and Compliance Plan	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.2-1	Revise existing Safety Basis documentation for Hazard Category 1, 2, and 3 nuclear facilities	Approve	120 days	Within 12 months of award and annually thereafter
C.3.2.2-2	Adopted Unreviewed Safety Question (USQ) Process	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.2-3	Unreviewed Safety Question (USQ) Process	Approve	60 days	180 days after completion of Transition
C.3.2.3-1	Adopted Worker Safety and Health Program	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.3-2	Worker Safety and Health Program	Approve	90 days	180 days after completion of Transition
C.3.2.3-3	Adopted Radiation Protection Program (RPP)	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.3-4	Radiation Protection Program (RPP)	Approve	180 days	180 days after completion of Transition
C.3.2.3-5	Adopted Chronic Beryllium Disease Prevention (CBDP) Program	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.4-1	Adopted QA Program(s)	Approve	30 days	30 days after contract Notice to Proceed

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.3.2.4-2	QA Program(s)	Approve	90 days	180 days after completion of Transition
C.3.2.4-3	Adopted Assurance System Description	Information	30 days	30 days after contract Notice to Proceed
C.3.2.4-4	Assurance System Description	Approve	90 days	180 days after completion of Transition
C.3.4.1-1	External Affairs Program Description	Approve	30 days	30 days after contract Notice to Proceed and updated annually (12/1)
C.4-1	Government-Furnished Services and Information Request	Review	30 days	Annually, prior to each fiscal year
C.4-2	Government-Furnished Services and Information Request -- Update	Review	30 days	Prior to each quarter

F.1 PERIOD OF PERFORMANCE

- (a) After Contract award, the Contracting Officer will issue a Contract Notice to Proceed (which may be concurrent with or follow Contract award). The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on August 1, 2008, and upon completion on September 30, 2008, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
 - (1) *Transition Period* – A 60-day period for transition of work from the existing Project Hanford Management Contract (PHMC) performed by Fluor Hanford, Inc.; the Tank Farm Contractor (TFC) performed by CH2M HILL Hanford Group, Inc.; and other DOE contractors, to the PRC. If necessary, the Contracting Officer may direct a change in the PRC Transition Period or may direct support to the transition of the MSC and TOC;
 - (2) *Base Period* – Five (5) year performance period, October 1, 2008, through September 30, 2013; and
 - (3) *Option Period* (if exercised) -- One option period for a period of five (5) years, October 1, 2013, through September 30, 2018.
- (c) The maximum period of performance for the Contract (excluding the Transition Period), if extended beyond the *Base Period* of the Contract, shall not exceed ten (10) years.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this Contract shall be the Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination Clause of this Contract.

- (b) If a stop-work order issued under this Clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and
 - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(4) The Contractor is required in paragraph (m) to offer a market-based package of retirement and medical benefits to Non-Incumbent Employees (as defined in paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."

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

(1) Based on prior employment and under the terms of the HSPP, HSSP and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*):

(i) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP, and/or,

(ii) Are eligible to participate with respect to the HSSP or HEWT; and

(2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

(c) Non-Incumbent Employees

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

(d) Human Resources Compensation Plan

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

(e) Total Compensation System

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

ATTACHMENT J.2

REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

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

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 72	Licensing Requirements For The Independent Storage Of Spent Nuclear Fuel
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (including DOE-STD-3009 CN-3, DOE-STD-1186, and DOE-STD-1189)
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records