

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. <b>M028</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	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 P.O. Box 1600 Richland, WA 99352-1600			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			√	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC06-08RL14788</b>
				10B. DATED (SEE ITEM 13) <b>06/19/2008</b>
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)**

**See modification attachments**

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<b>X</b>	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

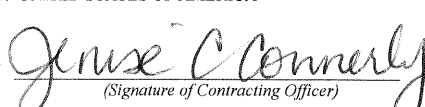
E. IMPORTANT: Contractor  is not,  is required to sign this document and return N/A copies to the issuing office.

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

Administrative changes, as detailed on subsequent pages, are made to: (1) Section B, Table B.4-1, Contract Cost and Contract Fee, to correct typographical and addition errors; (2) Section H, removing and reserving clause H.43, Environmentally Preferable Purchasing for Desktop or Laptop Computers or Monitors, and inserting a new clause H.44, Transformational Energy Action Management (TEAM) Initiative; and (3) Section I, inserting clauses FAR 52.223-15, Energy Efficiency in Energy Consuming Products, and FAR 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

In accordance with the change authority cited in 13.B, above, the government considers these changes to be administrative and therefore does not consider that these changes impact Contract Price as set forth in Section B, Table B.4-1, Contract Cost and Contract Fee. Accordingly, if the Contractor considers this modification to constitute a change order, the Contractor shall notify the government in accordance with Clause I.103, FAR 52.243-7, Notification of Changes.

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) <b>Jenise C. Connerly</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	<b>1-27-09</b>

Replacement pages B-4, H-i, H-ii, H-42, H-43, and I-4 are attached to this modification.

The following revisions are included with this modification:

**Section B, Table B.4-1, Contract Cost and Contract Fee, is changed to correct typographical and addition errors. Deletions are identified in strikethrough text and additions shown as underlined text.**

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	\$281,880,587	\$228,905,979	\$204,324,089	\$198,478,170	\$210,563,527	\$1,124,152,352
CLIN 2	Estimated Contract Cost	\$91,848,282	\$85,567,122	\$80,472,530	\$81,347,757	\$45,968,785	\$385,204,477
CLIN 3	Estimated Contract Cost	\$125,753,487	141,059,030	\$119,026,555	\$117,130,550	\$124,791,789	\$627,761,410
CLIN 4	Estimated Contract Cost	0	0	0	0	0	0
CLIN 5	Estimated Contract Cost	\$106,788,079	\$33,268,582	\$25,857,943	\$25,284,799	\$33,097,791	\$224,297,194
Total Base Period	Estimated Contract Cost	\$606,270,435	\$488,800,713	\$429,681,117	\$422,241,277	\$414,421,891	\$2,361,415,432
	Available Fee	TBD by DOE <sup>1</sup>	TBD by DOE	TBD by DOE	TBD by DOE	TBD by DOE	115,844,652
	Contract Price	\$606,270,435	\$488,800,713	\$429,681,117	\$422,241,277	\$414,421,891	<del>\$2,500,429,015</del> <u>\$2,477,260,084</u>
Option Period		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Option Period
CLIN 1	Estimated Contract Cost	\$210,638,448	\$209,815,961	\$214,636,167	\$202,607,346	\$188,025,249	\$1,025,723,171
CLIN 2	Estimated Contract Cost	\$30,327,871	\$20,503,281	\$16,375,678	0	0	\$67,206,829
CLIN 3	Estimated Contract Cost	<del>\$11,5604,111</del> <u>\$115,604,111</u>	\$78,631,576	\$66,842,193	\$73,168,001	\$70,086,247	\$404,332,128
CLIN 4	Estimated Contract Cost	\$88,454,236	\$96,469,002	\$85,611,090	\$12,258,731	\$50,170,453	\$332,963,512
CLIN 5	Estimated Contract Cost	\$92,574,395	\$18,649,507	\$3,804,395	\$2,376,460	\$12,785	\$117,417,543
Total Option Period	Estimated Contract Cost	\$537,599,061	<del>\$424,069,327</del> <u>\$424,069,327</u>	\$387,269,523	\$290,410,537	\$308,294,734	\$1,947,643,182
	Available Fee	TBD by DOE	TBD by DOE	TBD by DOE	TBD by DOE	TBD by DOE	\$87,345,410
	Contract Price	\$537,599,061	\$424,069,327	\$387,269,523	\$290,410,537	\$308,294,734	\$2,034,988,592
Total: Transition, Base & Option Periods	Total Contract Cost				\$4,312,366,349		
	Total Available Fee				\$203,190,062		
	Total Contract Price				\$4,515,556,411		

**Section H, is modified as follows:**

- Clause H.43, Environmentally Preferable Purchasing for Desktop or Laptop Computers or Monitors, is removed and H.43 will be identified as “Reserved.”
- Clause H.44, Transformational Energy Action Management (TEAM) Initiative, is added, as follows:

**H.44 TRANSFORMATIONAL ENERGY ACTION MANAGEMENT (TEAM) INITIATIVE**

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

**Section I is modified as follows:**

The following two Federal Acquisition Regulation (FAR) clauses are added as new clause numbers I.65-A and I.65-B, respectively in the list of clauses incorporated by reference:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.65-A	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	None
I.65-B	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	None

END OF MODIFICATION

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
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<i>CLIN 2</i>	Estimated Contract Cost	\$91,848,282	\$85,567,122	\$80,472,530	\$81,347,757	\$45,968,785	\$385,204,477
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<i>CLIN 4</i>	Estimated Contract Cost	0	0	0	0	0	0
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<b>Total Base Period</b>	Estimated Contract Cost	\$606,270,435	\$488,800,713	\$429,681,117	\$422,241,277	\$414,421,891	\$2,361,415,432
	Available Fee	<i>TBD by DOE<sup>1</sup></i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	115,844,652
	Contract Price	\$606,270,435	\$488,800,713	\$429,681,117	\$422,241,277	\$414,421,891	\$2,477,260,084
Option Period		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Option Period
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<b>Total Option Period</b>	Estimated Contract Cost	\$537,599,061	\$424,069,327	\$387,269,523	\$290,410,537	\$308,294,734	\$1,947,643,182
	Available Fee	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	\$87,345,410
	Contract Price	\$537,599,061	\$424,069,327	\$387,269,523	\$290,410,537	\$308,294,734	\$2,034,988,592
<b>Total: Transition, Base &amp; Option Periods</b>	Total Contract Cost	\$4,312,366,349					
	Total Available Fee	\$203,190,062					
	Total Contract Price	\$4,515,556,411					

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

<sup>1</sup> *TBD by DOE* within the cells of Table B.4-1 is the amount of *Available Fee* DOE allocates from the proposed available fee in accordance with the Section B Clause entitled, *Fee Structure*.

**PART I – THE SCHEDULE**

**SECTION H**

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

(i) Payment of Services

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

(j) Responsibility for Delivery of Service

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

### **H.43 RESERVED**

### **H.43 TRANSFORMATIONAL ENERGY ACTION MANAGEMENT (TEAM) INITIATIVE**

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

that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and, assist in the monitoring and execution of ESPC projects. When an ESCO is working in facilities under the control of the contractor, the ESCO shall work under the facility contractor's work control and safety program.



Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.65-A	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	None
I.65-B	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Nov 2006) (see full text version in Section I)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.71	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None
I.75	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.76	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.77	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.78	FAR 52.232-12	Advance Payments (May 2001) Alternate II (May 2001) (see full text version in Section I)	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.79	FAR 52.232-17	Interest (Jun 1996)	None
I.80	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.81	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.82	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None
I.83	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.84	FAR 52.232-33	Payment of Electronic Funds Transfer – Central Contractor Registration (Oct 2003)	None
I.85	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.86	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.87	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None