

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 12EM002664
 PAGE OF PAGES: 1 / 37

2. AMENDMENT/MODIFICATION NO.: 394
 3. EFFECTIVE DATE: See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.: 12EM002664
 5. PROJECT NO. (if applicable):

6. ISSUED BY CODE: 00601
 Richland Operations Office
 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) 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)
 WASHINGTON CLOSURE HANFORD, LLC
 Attn: Carol A. Johnson, President
 2620 Fermi Avenue
 Richland WA 99354

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. (x)
 DE-AC06-05RL14655
 10B. DATED (SEE ITEM 13)
 03/23/2005

CODE: 167280762 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.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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:
 I. 70-FAR 52.243-2-Changes-Cost Reimbursement (8/87)-Alt I (Apr 1984) and Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

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.)

Tax ID Number: 94-1381538
 DUNS Number: 167280762

A. The purpose of this modification is to revise and/or add the following contract clauses to the River Corridor Closure Contract:

1. Add Clause H.31 - National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership;
2. Revise Attachment J-9 - Wage Determinations - Service Contract Act (SCA) and Davis-Bacon Act;
3. Revise Clause H.7(k) - Implementation of the Hanford Site Stabilization Agreement;
4. Revise Clause H.26 - Responsible Corporate Official; and

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): C.A. Johnson, President

15B. CONTRACTOR/OFFEROR: Carol A. Johnson (Signature)

15C. DATE SIGNED: 7/31/12

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Jewel J. Short

16B. UNITED STATES OF AMERICA: Jewel J. Short (Signature)

16C. DATE SIGNED: 2 August 2012

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-05RL14655/394PAGE OF
2 37NAME OF OFFEROR OR CONTRACTOR
WASHINGTON CLOSURE HANFORD, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5. Revise Clause I.80 - Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006).</p> <p>The above contract changes are detailed beginning on Page 3 of this modification. Period of Performance: 03/23/2005 to 09/30/2015</p>				

SF 30 BLOCK 14 CONTINUATION:

- B. Contract Section H, *Special Contract Requirements*, is hereby revised to incorporate a new clause H.31 entitled *National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership*, as detailed below. Consistent with the Government's guidance, the application of this partnership will be tailored to the specific project needs for this contract, given the nature of the Closure Contract and the fact that much of the project work will be completed by 2013. Contract Replacement Pages H-23 through H-25 are attached.

**H.31 NATIONAL NUCLEAR SECURITY ADMINISTRATION
(NNSA)/ENVIRONMENTAL MANAGEMENT (EM) STRATEGIC SOURCING
PARTNERSHIP**

The contractor shall participate, on a graded approach as approved by the Government, in the NNSA/EM Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and reporting efficiencies to reduce costs overall for the Government.

(End of Clause)

- C. Contract Section H, *Special Contract Requirements*, Table of Contents – The title of Clause H.31 is hereby changed from “Reserved” to “National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership.” Contract Replacement Pages H-i and H-ii are attached.
- D. Contract Section J, Attachment J-9, *Wage Determinations – Service Contract Act (SCA) and Davis-Bacon Act*, is hereby revised to incorporate Service Contract Act Wage Determination No. 2005-2569 (Rev. 14) dated June 13, 2012, and Davis-Bacon Act General Decision No. WA120002, dated May 11, 2012. Contract Replacement Pages J-22 thru J-36 are attached.
- E. Contract Section H, *Special Contract Requirements*, Clause H.7(k), *Implementation of the Hanford Site Stabilization Agreement*, is hereby revised to remove the hyperlink to the U.S. Department of Labor and replace with a reference to Contract Attachment J-9, as detailed below. Contract Replacement Page H-8 is attached.

FROM:

The Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are located at:

<http://www.wdol.gov>

TO:

The Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are in Contract Section J, Attachment J-9.

- F. Contract Section H, *Special Contract Requirements*, Clause H.26, *Responsible Corporate Official*, is hereby revised to reflect the current corporate official, replacing Leo H. Sain with Stephen F. Piccolo, as detailed below. Contract Replacement Page H-22 is attached.

FROM:

Name: Leo H. Sain
Position: Executive Vice President - Performance and Assurance
Company/Organization: Global Management and Operations Services
URS Energy and Construction, Inc.
Address: 106 Newberry St. SW, Aiken, SC 29801
Phone: 803-502-5749
Facsimile: 803-502-9795
Email: leo_sain@urscorp.com

TO:

Name: Stephen F. Piccolo
Position: Executive Vice President, International Assurance
Company/Organization: Global Management and Operations Services
URS Energy and Construction, Inc.
Address: 106 Newberry St. SW, Aiken, SC 29801
Phone: 803-502-9733
Facsimile: 803-502-9795
Email: stephen.piccolo@urs.com

- G. Contract Section Contract I, Clause I.80, Federal Acquisition Regulation (FAR) 52.247-67, *Submission of Commercial Transportation Bills to the General Services Administration for Audit (June 1997)*, has been updated to the February 2006 version contained in the FAR. Clause I.80 is hereby incorporated in the full text within the contract as detailed below. Contract Replacement Pages I-18 through I-21 are attached.

I.80 FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
- (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—
General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

(End of Clause)

H. Contract Section I, Clause I.1, FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*, is hereby revised to: (1) reflect the update of Clause I.80 as detailed in Paragraph G. above; and (2) incorporate several minor corrections to Clause I.1. Revisions to Clause I.1 are detailed below.

1. Clause I.1 incorrectly references FAR 52.252-1 for “Clauses Incorporated by Reference (Feb 1998).” This reference has been corrected to FAR 52.252-2. In addition, the two hyperlinks in Clause I.1 which provide links to the FAR have been removed and a replacement hyperlink to the FAR has been included. Changes are detailed below:

FROM:

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

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

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

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

TO:

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

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

<https://www.acquisition.gov/far/index.html>

2. The reference to Clause I.11a (FAR 52.204-11) is hereby revised to indicate that Clause I.11a is included in the full text within Contract Section I. The contract change is detailed below:

FROM:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.11a**	FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (Jul 2010)	None

TO:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.11a**	FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (Jul 2010) (See full text version, Contract Section I)	None

3. The reference to Clause I.80 is hereby revised to reflect contract changes detailed in Paragraph G above. The contract change to Clause I.1 is detailed below:

FROM:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.80	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)	None

TO:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.80	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) <i>(See full text version, Contract Section I)</i>	(c) Fill-in information is underlined in full text

4. The reference to Clause I.128 (DEAR 952.250-70) is hereby revised to indicate that Clause I.128 is included in the full text within Contract Section I. The contract change is detailed below:

FROM:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.128	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Oct 2005)	None

TO:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.128	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Oct 2005) <i>(See full text version, Contract Section I)</i>	None

5. The reference to Clause I.117 (FAR 52.222-8) is hereby revised to indicate that Clause I.117 is included in the full text within Contract Section I. The contract change is detailed below:

FROM:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.117	FAR 52.222-8	Payrolls and Basic Records (Deviation Nov 2009)	None

TO:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.117	FAR 52.222-8	Payrolls and Basic Records (Deviation Nov 2009) <i>(See full text version, Contract Section I)</i>	None

- I. Contract Section I, Clause I.1 has been revised as detailed in paragraphs H.1 through H.5 above. Contract Replacement Pages I-1, I-3, I-4, and I-6 are attached to this modification.
- J. Contractor Statement of Release: The Contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to the contract changes incorporated by this modification.

There are no other changes to the terms and conditions of the contract.

End of Modification 394

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by Paragraphs (c) (d) (e) (f) and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.

- (k) The Contractor agrees to insert the provisions of this clause including this Paragraph (k) in all subcontracts for the performance of work subject to the Davis-Bacon Act.

A copy of the Hanford Site Stabilization Agreement is located at:

<http://www.hanford.gov>

The Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are in Contract Section J, Attachment J-9.

H.8 RADIOLICAL DOSIMETRY SERVICES AND RECORDS, AND OCCUPATIONAL MEDICAL SERVICES AND RECORDS

- (a) The Contractor shall obtain radiological dosimetry services and occupational medical services as a mandatory Hanford Site Service for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required radiological dosimetry and occupational medical services as required by Section C.4, *Government-Furnished Services and Information (GFS/I)*.
- (b) Radiological dosimetry services are a mandatory Hanford Site Service under this Contract and are provided by the Pacific Northwest National Laboratory (PNNL). Radiological dosimetry services include: external dosimetry; in vivo measurement services; in vitro measurement services; and radiological records services. The Section I clause entitled *Access to and Ownership of Records* is implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by PNNL and are the property of DOE.
- (c) Occupational medical services are a mandatory Hanford Site Service under this Contract and are provided by the Hanford Site Occupational Medical Contractor (HSOMC). The Section I clause entitled *Access to and Ownership of Records* is implemented as follows with respect to occupational medical records: All occupational medical records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

H.9 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) Definitions:

Imminent Danger: Any condition or practice such that a hazard exists that could reasonably be expected to cause death, serious physical harm, or other serious hazard to employees, unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.

H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name:	Stephen F. Piccolo
Position:	Executive Vice President, International Assurance
Company/Organization:	Global Management and Operations Services URS Energy and Construction, Inc.
Address:	106 Newberry St. SW, Aiken, SC 29801
Phone:	803-502-9733
Facsimile:	803-502-9795
Email:	stephen.piccolo@urs.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

H.27 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Regulation (DEAR) 919.70.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.28 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

The Small Business Subcontracting Plan, incorporated into this Contract as Section J, Attachment J-4, contains percentage goals for awarding of subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. The Contractor also agrees, as a part of this Contract, to have in place, with one or more small businesses, a Mentor-Protégé program. The

Contractor's performance in meeting these goals, and supporting protégé(s) in a Mentor-Protégé agreement(s), will be evaluated at the following milestones:

- End of Third Year of Contract Performance;
- End of Sixth Year of Contract Performance; and
- End of Contract.

If, at each one of these milestones, the Contractor has not met any or all of these subcontracting goals for that milestone period, or has failed to support a protégé during that period, the Contracting Officer may reduce the final fee amount by an amount up to \$3 Million for each milestone up to a total reduction of otherwise earned fee for the contract in the amount of \$9 Million. The reduction amount shall be at the unilateral discretion of the Contracting Officer. The dollar amount of each such reduction shall be a permanent reduction in the total fee paid under this contract. For the first two milestone periods, if it has been determined that the Contractor has failed to meet such goals, or failed to have a Mentor-Protégé Program, upon establishment of an appropriate fee reduction amount for that period, the ensuing provisional fee payments shall be reduced proportionally during the next milestone period until the full milestone reduction amount has been achieved. 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 FAR 52.219 16, Liquidated Damages – Subcontracting Plan. Any reduction for failure to meet the Mentor-Protégé Program shall be in addition to any liquidated damages under FAR 52.219-16. For the purpose of implementing this clause, the percentage goals initially established in the Contractor's Small Business Subcontracting Plan will remain in effect for the duration of the contract period.

H.29 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2003)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than communication to Members of Congress as described in 18 USC 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.30 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.31 NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA)/ENVIRONMENTAL MANAGEMENT (EM) STRATEGIC SOURCING PARTNERSHIP

The contractor shall participate, on a graded approach as approved by the Government, in the NNSA/EM Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and reporting efficiencies to reduce costs overall for the Government.

H.32 SPECIAL VOLUNTARY RETIREMENT PROGRAM (SVRP) PAYMENT AUTHORIZATION

The Contractor, Washington Closure Hanford, LLC (WCH), is authorized to reimburse, as an allowable cost, monthly payments associated with the 1996 Special Voluntary Retirement Program (SVRP) for Mr. Theodore A. Curran and Mr. Kenneth R. Porter. The monthly payments will be equal to the enhancement portion of the SVRP. As of February 1, 1997, these amounts

are \$523.66 for Mr. Curran and \$752.98 for Mr. Porter. The exact amounts are to be determined by the Plan Administrator based on the actual retirement date and the joint and survivor annuity option as selected by the individuals. Each monthly payment will continue until: (1) the month immediately preceding the month each individual receives his first payment of an enhanced benefit from the Hanford Pension Plan; or (2) the month of his death or his spouse's death, whichever is later. The Contractor shall make such payments, as allowable costs, for the terms of the contract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable. The Department of Energy (DOE) will incorporate provisions in successor contracts for continuation of said payments as allowable costs. In the event there is no successor contractor, DOE will make such payments directly to the above individuals based on the conditions herein.

Payment of the above amounts may be found to be included as part of the Hanford Pension Plan, should the Internal Revenue Service (IRS) rule that such payments are qualified under the Hanford Pension Plan. A ruling by the IRS qualifying such payment under the Hanford Pension Plan will negate the monthly payments by WCH, successor contractors or the DOE.

SVRP Payments are excluded from both the target cost and target fee amounts and will be reimbursed on a cost, no fee basis. In addition, such costs will be excluded from all Cost Performance Incentive Fee payments and calculations under Section B and elsewhere in this contract. The contractor understands, however, that the pension cost for SVRP Payments will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section J, Attachment J-11, entitled *RCC Funding Profile*.

H.33 OTHER CONTRACTORS

The Contractor may, from time to time, provide products and/or services to and receive products and/or services from other Hanford Prime Contractors by Memoranda of Agreement (MOA). An MOA is used to establish a solid framework for providing work between Prime Contractors, to clarify the responsibilities and processes, and to create consistency among the Parties. The MOA will include standard definitions, work request elements, generalized decision analysis, and a rigorous dispute resolution process. The use of an MOA, and/or the use of any term contained within, does not create a subcontractor or supplier relationship.

Products and/or services provided to other Prime Contractors shall have no impact on contractual target cost or fee and shall not relieve the Contractor of any performance requirement of this contract.

Those products and/or services that the Prime Contractor chooses to use or those DOE directs the Prime Contractor to use for performance of this Contract, shall be costed and reimbursed under the terms of this Contract in accordance with Attachment J-13, Hanford Site Services.

When products and/or services between Prime Contractors are offered and accepted, DOE does not expect the requesting Prime Contractor to review or otherwise validate top-level crosscutting quality control, health, safety and/or environmental protection requirements mandated by the performing Contractor's prime contract. The requesting prime contractor may assume that such contract requirements, e.g., Integrated Safety Management System, Quality Program/Plan are acceptable to DOE.

The Prime Contractor requesting products and/or services, however, is responsible for oversight of requirements related to the specific work task(s) to ensure that the performing Prime Contractor delivers a product or service that will meet the requirements of the requesting Prime Contractor. When ordering products and/or services from a Prime Contractor source, the requesting Prime Contractor can use and rely on existing information from DOE or the performing Prime Contractor to develop and implement oversight protocols, using a graded approach, that are appropriate to the relevant task. The performing Prime Contractor will be expected by DOE

and the requesting Prime Contractor to provide products and/or services in a manner that is consistent with the requirements of the performing Prime Contractor's prime contract, including quality assurance, health and safety and environmental compliance requirements, and the task instructions provided by the requesting Prime Contractor. Potential conflicts, questions, and/or issues that may be unclear or otherwise confusing should be discussed and resolved by both parties in advance.

The requesting Prime Contractor is obligated to provide sufficient specifications, requirements, hazard information and unique quality, technical, safety and environmental requirements for the work to be performed. The performing Prime Contractor is expected to seek clarification of requirements that conflict with, or are greater than, its own baseline requirements.

The requesting Prime Contractor will notify the performing Prime Contractor of issues regarding the products and/or services provided by the performing Prime Contractor, including issues relative to delivery of specific products and/or services or the quality of the specific products and/or services provided. The Prime Contractors should work together to resolve these issues promptly. DOE should be promptly notified if the issue remains unresolved. For outstanding issue resolution, DOE senior management should involve the contractor principals, or designees, to quickly provide resolution.

The performing Prime Contractor should operate in accordance with the requirements of its prime contract, including but not limited to, requirements associated with environmental compliance, safety, health, and quality, in executing the specific activities identified by the requesting Prime Contractor as well as meeting any specific requirements identified and required by the requesting Prime Contractor. If meeting the requested requirements would be inconsistent with the performing Prime Contractor's prime contract with DOE, then the conflict should be brought to the attention of DOE and resolution developed prior to performance of the work.

H.34 EXCLUSIVE BENEFIT OF CONTRACTING PARTIES

This Contract and each and every term of this Contract is intended for the exclusive benefit of the Parties, and not for the benefit of any third party. Nothing contained in this Contract shall be construed to grant, vest, or create any right of action in any party not a party to this contract.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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

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

<https://www.acquisition.gov/far/index.html>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Jun 2003)	None
I.9a**	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Oct 2003) (<i>see full text version at end of Section I</i>)	None
I.11a**	FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (<i>See full text version, Contract Section I</i>)	None
I.12	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Jul 1995)	None
I.13	FAR 52.215-2	Audit and Records – Negotiation (Jun 1999) Alternate I (Mar 2009)	None
I.14	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.15	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	None
I.16	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	None
I.17	FAR 52.215-15	Pension Adjustments and Asset Reversions (Jan 2004)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.43	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.44	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.45	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.46	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Jun 2004) (see full text version at end of Section I)	None
I.47	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Dec 2003)	None
I.47a**	FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Mar 2009)	"NONE"
I.47b**	FAR 52.225-24	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements. (Mar 2009)	"NONE"
I.48	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.49	FAR 52.227-1	Authorization and Consent (Jul 1995)	None
I.50	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
I.51	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.51.a	FAR 52.227-4	Patent indemnity – Construction Contracts (Apr 1984)	None
I.51.b	FAR 52.227-9	Refund of Royalties (Apr 1984)	None
I.52	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	TBD/TBD
I.53	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.54	FAR 52.230-6	Administration of Cost Accounting Standards (Nov 1999)	None
I.55	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.56	FAR 52.232-17	Interest (Jun 1996)	None
I.57	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.58	FAR 52.232-23	Assignment of Claims (Jan 1986)	None
I.59	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.60	FAR 52.232-34	Payment of Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999)	(b) No later than 15 days prior to submission of the first request for payment
I.61	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.62	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.63	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
I.64	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
I.65	FAR 52.237-3	Continuity of Services (Jan 1991)	None
I.66	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.67	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.68	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.69	FAR 52.242-13	Bankruptcy (Jul 1995)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.70	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate I (Apr 1984)	None
I.71	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
I.72	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 days. (d) 30 days.
I.73	FAR 52.244-2	Subcontracts (Aug 1998) – Alternate II (Aug 1998)	(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: (1) All contract actions over \$10M. (2) All sole source actions over \$3M. (3) Termination settlement agreements over \$50K. (k) None.
I.74	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.75	FAR 52.244-6	Subcontracts for Commercial Items (Jul 2004) (<i>see full text version at end of Section I</i>)	None
I.76	FAR 52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)	None
I.77	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.78	FAR 52.247-1	Commercial Bill of Lading Notations (Apr 1984)	(a) DOE (b) DOE Contract No. DE-AC06-04RL14655 DOE/RL Office of Procurement Services, A7-80, P.O. Box 550, Richland, WA 99352
I.79	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.80	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (<i>See full text version, Contract Section I</i>)	(c) Fill-in information is underlined in full text
I.81	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.82	FAR 52.249-14	Excusable Delays (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.112	DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2000); Alternate II	None
I.113	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (DEC 2000)	None
I.114	DEAR 970.5232-7	Financial Management System (Dec 2000)	None
I.128	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Oct 2005) (See full text version, Contract Section I)	None

The following Clauses I.115 through I.127 are specifically applicable to construction work under this Contract:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.115	FAR 52.222-6	Davis-Bacon Act (Feb 1995)	None
I.116	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.117	FAR 52.222-8	Payrolls and Basic Records (Deviation Nov 2009) (See full text version, Contract Section I)	None
I.118	FAR 52.222-9	Apprentices and Trainees (Feb 1988)	None
I.119	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.120	FAR 52.222-11	Subcontracts (Labor Standards) (Feb 1988)	None
I.121	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.122	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.123	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.124	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.125	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.126	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
I.127	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None

* Clause I.109, DEAR 970.5227-1, Rights in Data – Facilities, the paragraph (e) Limited Rights Notice, Subsection (c) is modified as follows:

Delete “(except for manufacture)” and after “work performed under their contracts” insert “, as may be necessary for completion of the River Corridor Closure Project.”.

NOTE: The ** signifies this clause is only applicable to the Recovery Act work performed under CLIN 4 as specified in Section C and detailed in Attachment J-1.

"Commercial item" has the meaning contained in the clause at Federal Acquisition Regulation 2.101, *Definitions*.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
 - (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
 - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.80 FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—
General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.117 FAR 52.222-8 PAYROLLS AND BASIC RECORD (DEVIATION NOV 2009)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or

- indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.
 - (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

I.128 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
 - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
 - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
 - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
 - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
 - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
 1. Negligence;
 2. Contributory negligence;
 3. Assumption of risk; or
 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
 - (B) Any issue or defense as to charitable or governmental immunity; and
 - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
 - (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR Part 840.

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

SERVICE CONTRACT ACT WAGE DETERMINATION

WD 05-2569 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Diane C. Koplewski Director	Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2569 Revision No.: 14 Date of Revision: 06/13/2012
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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)	22.85
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
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 Conditioning 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
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
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: \$3.71 per hour or \$148.40 per week or \$643.07 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.

DAVIS-BACON ACT WAGE DETERMINATION

General Decision Number: WA120002 05/11/2012 WA2

Superseded General Decision Number: WA20100009

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	01/06/2012
1	02/03/2012
2	02/10/2012
3	05/11/2012

* SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

	<u>Rates</u>	<u>Fringe</u>
ASBESTOS WORKER/INSULATOR	\$ 30.67	\$16.37
BOILERMAKER	\$ 34.28	\$25.96
BRICKLAYER	\$ 26.81	\$12.86
CARPENTERS:		
Carpenters	\$ 30.00	\$11.84
Divers	\$ 31.75	\$10.56
MILLWRIGHT AND 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	\$ 31.35	\$20.10
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)	\$ 23.03	\$ 9.45

PLUMBER/PIPEFITTER	\$ 37.85	\$22.39
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 Waterproofer and Kettleman)	\$ 23.69	\$10.02
SHEET METAL WORKER	\$ 31.85	\$16.16
SPRINKLER FITTER	\$ 28.93	\$19.60
TRUCK DRIVER		
GROUP 1	\$ 20.83	\$14.16
GROUP 2	\$ 22.10	\$14.16
GROUP 3	\$ 23.14	\$14.16
GROUP 4	\$ 23.43	\$14.16
GROUP 5	\$ 23.54	\$14.16
GROUP 6	\$ 23.71	\$14.16
GROUP 7	\$ 24.24	\$14.16
GROUP 8	\$ 24.57	\$14.16

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); Nozzlemans (to include squeeze and flow-crete nozzle); Nozzlemans, 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, nozzleleman for concrete, and laser beam operator on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleleman, 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; 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); 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 (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 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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers: An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers: Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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