

Section J

Part III - List of Attachments

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Covered Site Contractors/Sub-Contractors

Current Covered Prime Contractors and their Covered Sub-Contractors*:

AdvancedMed (6/6/04 - present)

AMH Current Subs:

HPMC (6/6/04 - present)

Advanced Technologies and Laboratories International, Inc. (ATL) (5/16/05- present)

No Sub-Contractors

Battelle Memorial Institute/Pacific Northwest National Laboratory (PNNL)

No Sub-Contractors

CH2M HILL Hanford Group, Inc. (CH2M HILL)

No Sub-Contractors

CH2M Hill Plateau Remediation Company (CHPRC) (10/01/08 - present)

CHPRC Current Subs:

Babcock Services - PRC

Babcock Services PRC LLC

Cavanagh Services Group - PRC

Cavanagh Services Group PRC LLC

Enrep PRC Inc

East Tennessee Materials & Energy - PRC

M&EC PRC Inc

Fluor Federal Services - PRC

GEM Technology International - PRC

GEM Technology - PRC Inc

Fluor Hanford Inc. (FHI)

FHI Current Subs:

Energy Solutions Federal Services of Hanford, Inc. (10/23/06 – present)

Numatec Hanford Corporation

Fluor Federal Services Northwest, Inc. (Craft Workers Only)

Washington Closure Hanford LLC (WCH) (8/27/05 – present)

WCH Current Subs:

Eberline Services Hanford, Inc. (ESHI) (6/14/06 – present)

Washington River Protection Solutions LLC (WRPS) (10/01/08 - present)

No Sub-Contractors

*Note: This list will be updated unilaterally by the CO throughout the Contract.

Past Covered Prime Contractors and their Covered Sub-Contractors*:

Integrated Logistics Services, Inc. (ILSI) (6/14/06 – 9/30/08) (sub to WCH)

Bechtel Hanford Inc (BHI) (Coverage end date: 8/26/05)

Subs:

CH2M Hill Hanford, Inc. (Coverage end date: 8/26/05)

Eberline Services Hanford, Inc. (Coverage end date: 8/26/05)

Thermo Hanford (Coverage end date: 8/26/05)

Hanford Environmental Health Foundation (HEHF)

(aka Hanford Occupational Health Foundation) (Coverage end date: 6/5/04)

No Sub-Contractors

Fluor Hanford, Inc. Past Subs:

Duratek Federal Services of Hanford, Inc. (10/23/06, Name changed to Energy Solutions Federal Services of Hanford, Inc.)

Protection Technology Hanford (Day & Zimmerman, LLC dba) (Coverage end date 9/30/05)

Babcock and Wilcox Hanford Company

Duke Engineering & Services Hanford, Inc.

DynCorp Tri-Cities Services, Inc.

Fluor Daniel Northwest Services (craft workers only)

Lockheed Martin Hanford Corporation

Rust Federal Services of Hanford, Inc.)

Waste Management Hanford

Fluor Hanford, Inc. manages the claims of the former Contractors as follows:

Fluor Daniel Hanford

Westinghouse Hanford Company

Kaiser Engineers Hanford (

J.A. Jones Construction Services Company

Rockwell Hanford Operations

United Nuclear Industries (aka Douglas United Nuclear Inc.)

UNC Nuclear Industries, Inc.

General Electric

EI duPont deNemours Company

AII-Vitro Engineers

US Testing

Computer Sciences Corporation

Isochem (Martin-Marietta/US Rubber)

ITT Federal Support Services

Atlantic Richfield Hanford Company)

Boeing Computer Services Richland, Inc.

Braun Hanford Co.

International Technology Corporation

*Note: This list will be updated unilaterally by the CO throughout the Contract.

Attachment J.2

Hardware and Software System Requirements

- a. The Contractor shall provide a DOD 5015.x compliant individual electronic file system for each open claim in addition to the paper file system. All claim files must be part of a single, orderly central computerized file storage system which includes the software and hardware. This system shall be used to receive, record, locate and sort all assigned claims and related data. Should the Contractor change the data base management system, the Contractor will be responsible for transferring all electronic and hardcopy data into the new system at no charge to DOE and prior to the initiation of the new system.
- b. The electronic system shall allow the Contractor the ability to access and sort the claims electronically by various criteria such as employer, claimant name, claim number, social security number, etc. The system shall be designed to provide the required reports (see section F) and other reports as requested by the Contracting Officer (CO) or Contracting Officer's Representative (COR). In addition, the system shall provide direct, continuous, and secure (https on standard port 443) web-based access to any and all information entered into its system that relates to Hanford Site claims under this Contract. DOE will use its in-house equipment and software to interface with the Contractor's system. DOE uses the following: Dell compatible personal computers, Microsoft Office XP Professional, Microsoft Internet Explorer v7, and Microsoft Office 2007. This computer access will exclude the capability for DOE or Hanford Site Contractor's to add, delete, and edit, in any way, Contractor's computer files and data. **NO ADDITIONAL CHARGES WILL BE ALLOWED FOR THE ABOVE ACCESS. THIS IS INCLUDED IN THE CONTRACT PRICE. NO ADDITIONAL USAGE CHARGES WILL BE PAID FOR CONNECTING TO OR TIME SPENT REVIEWING INFORMATION ON CONTRACTOR'S COMPUTER SYSTEM.**
- c. The electronic system must be accessible by covered Site Contractors' designees as well as by the COR. The COR shall identify the designees and approve access. The Contractor shall ensure that individual covered Hanford Site Contractors' designees only have access to those portions of the system containing information on the specific of their claims.
- d. The system shall meet all State and Federal Claims reporting requirements (e.g. the WSDL&I Self-Insurance Electronic Data Reporting System (SIEDRS), and the Medicare secondary payer reporting system). The Contractor's systems shall comply with future State and Federal legislation as enacted.
- e. This system must include an image process that allows the COR to view all claim documents via the web-based access.
- f. The system must be capable of securely transmitting sensitive data. Notwithstanding any other language in the Contract, email attachments, and any files transmitted or received electronically containing sensitive data will be encrypted. The encryption used must be either a FIPS 140-2 certified system or the current DOE encryption system. All parties will protect encryption keys from disclosure and misuse.
- g. The Contractor shall provide required software if the software necessary to read these reports is not already used by DOE.

h. The Contractor shall coordinate and provide training as well as supplying a User Manual sufficient to enable all parties to operate the system effectively. Additional training date(s) shall be coordinated with the COR for any change or upgrades to the on-line system.

WD 05-2569 (Rev.-8) was first posted on www.wdol.gov on 10/28/2008

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

|
|

Wage Determination No.: 2005-2569
Shirley F. Ebbesen Division of | Revision No.: 8
Director Wage Determinations | Date of Revision: 10/17/2008

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.94
01012 - Accounting Clerk II	14.53
01013 - Accounting Clerk III	16.65
01020 - Administrative Assistant	22.41
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	13.08
01052 - Data Entry Operator II	14.24
01060 - Dispatcher, Motor Vehicle	17.11
01070 - Document Preparation Clerk	12.94
01090 - Duplicating Machine Operator	12.94
01111 - General Clerk I	12.16
01112 - General Clerk II	13.26
01113 - General Clerk III	14.89
01120 - Housing Referral Assistant	19.50
01141 - Messenger Courier	10.59
01191 - Order Clerk I	12.21
01192 - Order Clerk II	13.32
01261 - Personnel Assistant (Employment) I	16.33
01262 - Personnel Assistant (Employment) II	18.27
01263 - Personnel Assistant (Employment) III	20.37
01270 - Production Control Clerk	23.67

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01280 - Receptionist	12.73
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.50
01311 - Secretary I	15.49
01312 - Secretary II	17.33
01313 - Secretary III	19.50
01320 - Service Order Dispatcher	17.18
01410 - Supply Technician	22.41
01420 - Survey Worker	16.71
01531 - Travel Clerk I	13.20
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.22
01611 - Word Processor I	13.63
01612 - Word Processor II	15.30
01613 - Word Processor III	17.11
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	17.40
07260 - Waiter/Waitress	11.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	12.30
09080 - Furniture Refinisher	18.67
09090 - Furniture Refinisher Helper	14.70
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.39

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11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11122 - Housekeeping Aide	11.08
11150 - Janitor	13.65
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.55
11260 - Pruner	11.97
11270 - Tractor Operator	14.51
11330 - Trail Maintenance Worker	12.13
11360 - Window Cleaner	15.23
12000 - Health Occupations	
12010 - Ambulance Driver	16.20
12011 - Breath Alcohol Technician	16.20
12012 - Certified Occupational Therapist Assistant	22.22
12015 - Certified Physical Therapist Assistant	22.22
12020 - Dental Assistant	16.53
12025 - Dental Hygienist	39.03
12030 - EKG Technician	24.54
12035 - Electroneurodiagnostic Technologist	24.54
12040 - Emergency Medical Technician	15.50
12071 - Licensed Practical Nurse I	14.48
12072 - Licensed Practical Nurse II	16.20
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	13.25
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.72
12190 - Medical Record Technician	15.35
12195 - Medical Transcriptionist	15.52
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	9.55
12222 - Nursing Assistant II	10.74
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	13.16
12235 - Optical Dispenser	17.02
12236 - Optical Technician	14.79
12250 - Pharmacy Technician	15.57
12280 - Phlebotomist	13.16
12305 - Radiologic Technologist	24.15
12311 - Registered Nurse I	27.47
12312 - Registered Nurse II	33.60
12313 - Registered Nurse II, Specialist	33.60
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III, Anesthetist	40.65
12316 - Registered Nurse IV	48.73
12317 - Scheduler (Drug and Alcohol Testing)	20.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.97
13012 - Exhibits Specialist II	23.59

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13013 - Exhibits Specialist III	28.75
13041 - Illustrator I	18.97
13042 - Illustrator II	23.59
13043 - Illustrator III	28.75
13047 - Librarian	26.03
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	23.59
13058 - Library Technician	18.10
13061 - Media Specialist I	16.20
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.21
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	16.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.07
14042 - Computer Operator II	17.98
14043 - Computer Operator III	20.58
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	25.52
14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	25.32
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.07
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.77
15020 - Aircrew Training Devices Instructor (Rated)	33.60
15030 - Air Crew Training Devices Instructor (Pilot)	40.28
15050 - Computer Based Training Specialist / Instructor	27.77
15060 - Educational Technologist	30.72
15070 - Flight Instructor (Pilot)	40.28
15080 - Graphic Artist	19.54
15090 - Technical Instructor	25.85
15095 - Technical Instructor/Course Developer	28.07
15110 - Test Proctor	18.54
15120 - Tutor	18.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	12.25

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16070 - Finisher, Flatwork, Machine	9.71
16090 - Presser, Hand	9.71
16110 - Presser, Machine, Drycleaning	9.71
16130 - Presser, Machine, Shirts	9.71
16160 - Presser, Machine, Wearing Apparel, Laundry	9.71
16190 - Sewing Machine Operator	13.11
16220 - Tailor	13.96
16250 - Washer, Machine	10.55
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	12.59
21030 - Material Coordinator	24.39
21040 - Material Expediter	24.39
21050 - Material Handling Laborer	12.90
21071 - Order Filler	12.83
21080 - Production Line Worker (Food Processing)	12.59
21110 - Shipping Packer	12.73
21130 - Shipping/Receiving Clerk	12.73
21140 - Store Worker I	10.45
21150 - Stock Clerk	14.89
21210 - Tools and Parts Attendant	12.59
21410 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aerospace Structural Welder	24.34
23021 - Aircraft Mechanic I	23.12
23022 - Aircraft Mechanic II	24.49
23023 - Aircraft Mechanic III	25.80
23040 - Aircraft Mechanic Helper	17.34
23050 - Aircraft, Painter	21.81
23060 - Aircraft Servicer	19.68
23080 - Aircraft Worker	20.86
23110 - Appliance Mechanic	21.30
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	30.13
23130 - Carpenter, Maintenance	20.81
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	27.72
23181 - Electronics Technician Maintenance I	21.67
23182 - Electronics Technician Maintenance II	23.21
23183 - Electronics Technician Maintenance III	24.75
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	17.39

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23380 - Ground Support Equipment Mechanic	23.12
23381 - Ground Support Equipment Servicer	19.68
23382 - Ground Support Equipment Worker	20.86
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation and Air-Conditioning Mechanic	19.61
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.64
23430 - Heavy Equipment Mechanic	22.29
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	25.43
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	11.16
23510 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	21.72
23580 - Maintenance Trades Helper	14.00
23591 - Metrology Technician I	25.43
23592 - Metrology Technician II	26.77
23593 - Metrology Technician III	28.20
23640 - Millwright	24.83
23710 - Office Appliance Repairer	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	27.83
23810 - Plumber, Maintenance	26.45
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	24.48
23910 - Small Engine Mechanic	17.81
23931 - Telecommunications Mechanic I	24.95
23932 - Telecommunications Mechanic II	26.26
23950 - Telephone Lineman	21.76
23960 - Welder, Combination, Maintenance	19.23
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24610 - Chore Aide	10.51
24620 - Family Readiness and Support Services Coordinator	11.28
24630 - Homemaker	13.13
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	24.83
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	24.83

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25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.13
27007 - Baggage Inspector	15.95
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	20.01
27040 - Detention Officer	23.96
27070 - Firefighter	23.00
27101 - Guard I	15.95
27102 - Guard II	20.01
27131 - Police Officer I	27.47
27132 - Police Officer II	30.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.22
28042 - Carnival Equipment Repairer	15.19
28043 - Carnival Equipment Worker	10.65
28210 - Gate Attendant/Gate Tender	12.74
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.32
28515 - Recreation Specialist	17.52
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	20.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker and Bracer	22.98
29020 - Hatch Tender	22.98
29030 - Line Handler	22.98
29041 - Stevedore I	21.34
29042 - Stevedore II	24.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	16.13
30022 - Archeological Technician II	17.66
30023 - Archeological Technician III	21.88
30030 - Cartographic Technician	23.16
30040 - Civil Engineering Technician	22.53
30061 - Drafter/CAD Operator I	14.59
30062 - Drafter/CAD Operator II	16.75
30063 - Drafter/CAD Operator III	18.68
30064 - Drafter/CAD Operator IV	22.40
30081 - Engineering Technician I	14.86
30082 - Engineering Technician II	16.68
30083 - Engineering Technician III	18.66
30084 - Engineering Technician IV	23.12

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30085 - Engineering Technician V	28.28
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	20.31
30210 - Laboratory Technician	21.73
30240 - Mathematical Technician	20.22
30361 - Paralegal/Legal Assistant I	16.69
30362 - Paralegal/Legal Assistant II	19.89
30363 - Paralegal/Legal Assistant III	22.99
30364 - Paralegal/Legal Assistant IV	27.82
30390 - Photo-Optics Technician	20.22
30461 - Technical Writer I	18.56
30462 - Technical Writer II	22.70
30463 - Technical Writer III	27.47
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air or Surface Programs (2)	18.68
30621 - Weather Observer, Senior (2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.28
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63
31310 - Taxi Driver	11.88
31361 - Truck driver, Light	12.49
31362 - Truck driver, Medium	14.03
31363 - Truck driver, Heavy	18.29
31364 - Truck driver, Tractor-Trailer	18.29
99000 - Miscellaneous Occupations	
99030 - Cashier	10.24
99050 - Desk Clerk	9.13
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	21.58
99410 - Pest Controller	19.35
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	16.38
99730 - Refuse Collector	11.97
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	11.93
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85

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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: \$3.24 per hour or \$129.60 per week or \$561.60 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. 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

2) 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, dyeing, 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 regarding 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)

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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 Sub-Contractor 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 Sub-Contractors 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. 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

Attachment J.3

DOL Wage Determination No.: 2005-2569, Revision No. 8

employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the Contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a Contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

Attachment J.4

Legal Management Plan

1. **Retention of Counsel:** Contractor has determined that the following legal matters may necessitate handling by retained counsel:
 - a. Any matter appealed to the Board of Industrial Insurance Appeals (BIIA) or any higher level court by the Claimant;
 - b. Any matter which Contractor/DOE determines should be appealed to BIIA or any higher level court;
 - c. Any matter involving complex or novel issues, which may require the expertise of an attorney, even if the matter is still pending before the Department of Labor & Industries (L&I);
 - d. Any matter in which Contractor believes DOE's interests are best served through having legal representation.

2. **Utilization of Outside Counsel:** The following factors are to be considered when determining whether to utilize retained counsel for a particular legal matter:
 - a. The strength of DOE's position and possible negative precedent that may result from failing to retain counsel to pursue the matter;
 - b. The potential ultimate exposure to DOE for payment of benefits;
 - c. Likelihood of prevailing;
 - d. The projected costs for legal services to pursue litigation.

3. **Selection Criteria:** In selecting retained counsel, the following factors have been considered:
 - a. How competitive the attorney's rates and results are, compared to other attorneys in the relevant geographic area who practice before L&I;
 - b. The attorney's reputation for performance and proficiency in handling workers' compensation claims in the State of Washington;
 - c. The extent of the attorney's expertise and years of practice;
 - d. The attorney's familiarity with DOE activities at the Hanford Site, including various issues unique to the operations at Hanford;
 - e. The attorney's geographic location relative to the location of the Hanford Site and the location of the tribunal handling the matter;
 - f. Any potential conflict(s) of interest;
 - g. The attorney's means and rates of compensation.

4. **Current Outside Counsel Approved for Retention:** After taking the above enumerated factors into consideration, Contractor has selected and retained, the following attorneys approved under the prior third party administrator's contract:

Lawrence Mann, Esq.

5800 Meadows Road, Suite 220
Lake Oswego, Oregon 97035

James Gress, Esq.
9020 SW Washington Square Rd
Suite 560
Portland, Oregon 97224

Attached hereto as Exhibit A are the rates that have been negotiated with each attorney for himself and his staff. These rates may not be changed without DOE approval.

Should Contractor decide to utilize the services of an attorney not listed above, Contractor will do so only after careful consideration of the factors set forth herein. Furthermore, Contractor will secure DOE approval of such retained counsel, and will obtain counsel's agreement to abide by all requirements imposed by DOE and Contractor. In determining which attorney will be assigned a particular matter, Contractor will primarily consider the geographical location of the attorney and the nature of the legal issues to be addressed.

5. **Notification of Outside Counsel Obligations:** The retained attorneys were previously apprised of their obligations under the prior third party administrator's contract with regard to legal referrals, billing, reporting, and fees as set forth in Section J.4 of the prior contract with DOE. The attorneys were provided with a reminder of these policies from the previous contractor's manager on May 17, 2006. Contractor will re-address all of these service instructions with the approved attorneys within the first month of the Contract. (by 11/1/09)
6. **Letter of Engagement:** Whenever a matter is assigned to retained counsel, they will receive an engagement letter from Contractor, requesting his/her services on a particular matter. The letter will be from the adjuster handling that matter, and it will set forth a brief factual summary. It will also request the attorney's assessment of the case and the attorney's recommendations, as well as an anticipated budget for handling the matter. The engagement letter will specify that the adjuster must be contacted prior to the attorney taking any action on the matter, that the attorney must copy all pleadings and correspondence to Contractor's Branch Manager and that retained counsel's costs may not exceed \$25,000.00 without prior written approval from Contractor.

If retained counsel anticipates exceeding \$25,000.00 in costs, she/he will be required to submit a letter outlining a history of the matter, identifying the current stage of litigation, analyzing the potential outcome(s) should the matter proceed forward, summarizing their recommendations for further action, and providing a detailed estimate of the costs which may be incurred if the matter proceeds forward. This letter will be sent to Contractor's Branch Manager, who will review and then forward to Contracting Officer's Representative (COR) for review and approvals. If approval is granted by DOE, then Contractor's Richland Branch Manager will notify retained counsel accordingly.

In addition, the engagement letter will include the following: A statement that provision of records to the Government is not intended to constitute a waiver of any applicable legal privilege, protection, or immunity with respect to disclosure of such records to third parties; notification that the Contractor, DOE, and the Government Accountability Office have the right to inspect, copy, and audit all records documenting billable fees and costs; and, a statement that all records must be retained for a period of three (3) years after the final payment.

Contractor will secure agreements from retained counsel to follow appropriate billing format as set forth in Attachment to Appendix to 10 CFR 719, and to submit invoices on a monthly basis. The engagement letter will not address "significant matters" as defined in 10 CFR 719 because it is highly unlikely that any one case will result in legal fees in excess of \$100,000.00. Contractor and DOE recognize that there is a mediation proceeding once the matter is referred to the BIIA, but that Alternative Dispute Resolution (ADR) is not a part of this process of adjudication. Accordingly, there are no provisions in this Legal Management Plan for ADR.

7. **Litigation Management and Cost Containment:**

- a. To ensure effective litigation management and cost containment, Contractor's Branch Manager will be copied on any and all correspondence to and from retained counsel, as well as all pleadings and other correspondence submitted by retained counsel in any particular matter.
- b. All retained counsel will be required to timely submit invoices for their services in accordance with DOE and Contractor requirements. Each invoice will be reviewed by the adjuster handling the particular file. If the adjuster has any questions, those may be addressed with retained counsel and/or the adjuster's supervisor or manager. Once Contractor is satisfied that the invoice is acceptable, the adjuster will approve same and forward to DOE for review and approval. A cover sheet requesting approval and indicating if the invoice cost are related to a Superior Court claim.
- c. Contractor will engage in frequent interaction with and provide continuous oversight of retained counsel, to include the following:
 - (1) All correspondence and pleadings will be copied to Contractor's Branch Manager;
 - (2) All correspondence and pleadings will be copied to the adjuster;
 - (3) All correspondence and pleadings will be reviewed by adjuster and supervisor and Branch Manager;
 - (4) Retained counsel will provide a status report every 60 days on all open files;
 - (5) Periodic communication via telephone and/or e-mail will take place as needed between retained counsel and Contractor; and
 - (6) Retained counsel will be responsive to any inquiries from Contractor and/or DOE.
- d. Contractor will attempt to ensure appropriate interaction between retained counsel and DOE's Contracting Officer (CO) and DOE/RL Counsel through the following:
 - (1) Periodic meetings with on-site DOE contractors and DOE's Contracting Officer's Representative (COR);
 - (2) Contractor will act as liaison between retained counsel and DOE's CO and DOE/RL Counsel, and will ensure open and effective communication; and
 - (3) Contractor notification to DOE/RL Counsel and/or DOE CO and/or COR regarding any litigation issues which may be particularly sensitive or potentially problematical.

8. **Approach to Legal Decision Making:** Contractor's approach to legal decision making is to at all times proceed in a manner that protects the interests of DOE, and to do so in a fair and lawful manner, in accordance with the applicable statutes, rules, and regulations promulgated by the State of Washington. Implementation of this approach will be accomplished as follows:

When an adjuster, supervisor, identifies a situation which may require legal analysis or which is indicative of the need for legal representation, Contractor's Branch Manager will be provided a memorandum which outlines the potential legal issues. Contractor's Branch Manager will then review the matter and determine whether it needs to be forwarded for review by DOE. If so, the manager will advise the COR of the situation and provide recommendations and/or request guidance if needed. In certain circumstances, Contractor's Branch Manager will contact the COR regarding the matter. Contractor will then take whatever action is authorized or directed by DOE.

There are some limited circumstances in which it would be in the best interest of the parties to settle a matter rather than proceed with litigation. In those instances, retained counsel will prepare a settlement summary which sets forth the chronology of events, the terms of the proposed settlement agreement, the amount and basis for the proposed settlement agreement, and a detailed analysis explaining why the settlement agreement is recommended. This summary will be forwarded to Contractor's manager, with a signature page for the CO to grant authorization for a settlement amount, should s/he choose to do so. If Contractor's manager is in agreement with the settlement summary, s/he will forward the summary to the COR for review. If the COR agrees with the recommendation, s/he will forward to CO and DOE/RL Counsel for review and approval. Contractor will then take whatever action is authorized or directed by DOE.

9. **Revisions:** This Legal Management Plan will be updated or modified on an as-needed basis.

Attachment J.5

Continuity of Operations Plan

Penser North America Inc. employs a multi-faceted plan to protect our data base and to ensure continuity of our operations. We take many different precautions and do everything we can upfront to avoid disasters and mitigate potential downtime. Here are some of the key components and precautions we take to protect our data base:

1. Our data base and server is hosted out of Seattle's premiere hosting location, the Fisher Plaza Internap Data Center (http://fisherplaza.com/tech_data_center.html?38415096). This facility has redundant commercial power feeds, redundant network feeds, and a redundant cooling infrastructure.
2. Our physical server has redundant power supplies, redundant network cards and is protected by a next business day guarantee from Dell to have any hardware malfunction addressed.
3. We do a nightly back up and the tape is held off site.
4. The data is stored on a Storage Area Network (SAN) and can suffer the catastrophic loss of a hard drive without causing data loss.
5. The server is continuously monitored and failure of key metrics will alert staff so that they can immediately begin responding proactively in the event of an alert.

With regard to a potential disaster or an issue that renders our Richland physical office temporarily unable to operate, we have DOE "team members" working out of our Lacey, corporate office. These "team members" will be involved in the oversight of the DOE account and be familiar with the DOE service instruction from the program inception. This "team" is comprised of certified, experienced personnel and will be able to step in and service the DOE claims in an emergent situation until our Richland operations are restored.

If, for whatever reason, we lose one of our certified adjusters in our Richland office (and we do not yet have more than two certified) , we will transplant one of Lacey office staff to fill this requirement until a local certified adjuster can be put in place.

By having both our data and personnel housed out of more than one location, Penser will be able to mitigate any potential downtime in the event of a disaster, or staffing change.

Attachment J.6

List of Applicable DOE Directives and Contractor Requirements Documents (List B)

The following is a list of applicable DOE Directives and Orders appended to this Contract as prescribed in Section I, Clause I.3. This list is not all inclusive.

1. DOE O 150.1, Continuity Programs (MAY 1998)
2. DOE O 243.1, Records Management Program (FEB 2006)