

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A075	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 29-2005-AL66444.512	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) December 14, 2000		

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 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 ACKNOWLEDGMENT 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)

89X0251.91	SR5191	TP	EY3509801	\$9,218,923.63	25.2	ADSCB0080	WIPP-05-0099	CA
89X0251.91	SR5191	TP	EY3509900	\$5,036,903.00	25.2	ADSCB0020	WIPP-05-0099	CA
89X0251.91	SR5191	TP	EY1217130	\$ 500,000.00	25.2	ADSID00130	WIPP-05-0099	CA
89X0251.91	SR5191	TP	EY1220130	\$ 6,250.00	25.2	ADSVLNV0013	WIPP-05-0099	CA
89X0251.91	SR5191	TP	EY3542130	\$ 100,000.00	25.2	ADSR0013	WIPP-05-0099	CA
89X0251.91	SR5191	TP	EY3548130	\$ 125,000.00	25.2	ADSSR0013	WIPP-05-0099	CA
89X0251.91	SR5191	TP	EY1204130	\$5,694,000.00	25.2	ADSVLLANL0013	WIPP-05-0099	CA

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
X CLAUSE NO. 1116, OBLIGATION OF FUNDS
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No. <u>A074</u>	\$631,763,541.60
Funds Obligated by this Modification No. <u>A075</u>	\$20,681,076.63
Funds Obligated since Inception of Contract	\$652,444,618.23

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. SIGNATURE Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"
15C. DATE SIGNED	16C. DATE SIGNED 9/22/05
BY _____ (Signature of person authorized to sign)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M076	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 29-2005-AL66444.512	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) December 14, 2000		

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT A FUNDING ACTION

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

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of the Parties
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

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

As a result of changes to the Performance Based Incentives, the attached CBFO-PBI No. 1, Revision 4 is hereby incorporated into the contract and supersedes CBFO-PBI No.1, Revision 3, dated 12/3/2004 in its entirety.

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

15A. NAME AND TITLE OF SIGNER (Type or print) President and General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Philip N. Murphy, Contracting Officer
15B. BY _____ Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16B. BY _____ Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"
15C. DATE SIGNED 4/27/05	16C. DATE SIGNED 4/27/05

NSN 7540-01-280-5500 30-105
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A077	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 29-2005-AL66444.513	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE _____ FACILITY CODE _____		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
		10B. DATED (SEE ITEM 13) December 14, 2000	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
89X0251.91 SR5191 TP EY3509801 \$900,000 25.2 ADSCB0080 WIPP-05-0104 CA

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): CLAUSE NO. 1116, OBLIGATION OF FUNDS
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No. <u>A075*</u>	<u>\$652,444,618.23</u>
Funds Obligated by this Modification No. <u>A077</u>	<u>\$900,000.00</u>
Funds Obligated since Inception of Contract	<u>\$653,344,618.23</u>

* Modification M076 is not a funding modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. SIGNATURE OF CONTRACTING OFFICER	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	9/29/2005

NSN 754-01-152-8070
PREVIOUS EDITION UNUSABLE
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STANDARD FORM 30 (REV. 10-83) temp03.dot
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGES
2. AMENDMENT/MODIFICATION NO. A078	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DE-AC29-2006-AL66444.501 DE-AC29-2006-AL66444.502		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.			10B. DATED (SEE ITEM 13) December 14, 2000	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)					
01250	2006	33	490003	25200	1110954 0000442 \$5,962,741
01250	2006	33	490003	25200	1110956 0003804 \$5,099,002
01250	2006	33	490003	25200	1110957 0000443 \$ 863,738
01250	2006	33	490003	25200	1111006 0000441 \$ 574,519
01250	2006	33	490003	25200	1110591 0002167 (\$1,000,000)

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The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A077</u>	\$653,344,618.23
Funds Obligated by this Modification No.	<u>A078</u>	\$11,500,000
Funds Obligated since Inception of Contract		\$664,844,618.23

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 10/27/05
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 754-01-152-8070
PREVIOUS EDITION UNUSABLE
MS ()

30-105

STANDARD FORM 30 (REV. 10-83) Form 03.dnt
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M079	3. EFFECTIVE DATE October 1, 2005	4. REQUISITION/PURCHASE REQ. N/A - NO PR		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE _____ FACILITY CODE _____		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) December 14, 2000		

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A - NOT A FUNDING ACTION

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of the Parties
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

The attached Performance Based Incentive (PBI) numbered CBFO-PBI No. 1, Revision 0, for the option period, October 1, 2005 through September 30, 2006, is hereby incorporated into the contract in its entirety and supersedes and replaces CBFO-PBI No.1, Revision 4, that was attached to the contract through Modification M076..

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY _____	16C. DATE SIGNED 11/9/2005

RATING PLAN

DE-AC29-01-AL66444
Modification M079
Section J, Attachment D
PBI Number: CBFO-PBI #1
Page 1 of 5

SECTION I - GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP
Revision Number and Date: Revision 0, September 30, 2005

SECTION II - ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4
Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III - INCENTIVE INFORMATION

Incentive type: Base Stretch Super Stretch
Difficulty: High Medium Low
Duration: Annual Multi-year
Fee Payment type: Completion Progress Provisional

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerating and managing the safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific cleanup results are achieved. The Contractor will earn fee for accelerated risk reduction based on cubic meters dispositioned from the TRU waste inventory at generator sites by removal, disposal, or the identification of a disposition path to dispose of waste currently managed as TRU waste as low-level or low-level mixed waste. This PBI has an added difficulty component due to the work necessary to be done by generator sites to achieve the desired results that is not under the control of the Contractor or funded by the Contractor. Risk reduction fees will be earned as follows:

- 1. For cubic meters of TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services
- 2. For cubic meters of TRU waste disposed of at WIPP from sites where WTS does not provide characterization services
- 3. For cubic meters of waste dispositioned where a more cost effective disposal option exists.
- 4. For disposal of at least one Remote Handled (RH) shipment at WIPP.

In accordance with accelerated risk reduction, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP.

For each cubic meter of CH waste removed from generator site inventory, transported, and disposed of at WIPP under Metric 1, a fee of Exempt 4 will be earned.

For each cubic meter of RH waste removed from generator site inventory, transported and disposed of at WIPP under Metric 1, a fee of Exempt 4 will be earned

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

RATING PLAN

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PBI Number: CBFO-PBI #1
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Metric 2: The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database. (Note: This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

For each cubic meter of CH disposed at WIPP under Metric 2, a fee of Exempt 4 will be earned.

For each cubic meter of RH disposed at WIPP under Metric 2, a fee of Exempt 4 will be earned.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 3: The Contractor's performance will be measured for its success in identifying cubic meters of waste currently managed as TRU waste where a more cost effective disposal option exists. WTS will submit a request for payment of Exempt 4 per cubic meter at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP.

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor Exemption 4 in fee.

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: Each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites.

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional

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DE-AC29-01-AL66444
Modification M079
Section J, Attachment D
PBI Number: CBFO-PBI #1
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requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

Payment Metric 4: WTS will request payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to the CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

RATING PLAN

DE-AC29-01-AL66444
Modification M079
Section J, Attachment D
PBI Number: CBFO-PBI #1
Page 4 of 5

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) Fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

RATING PLAN

DE-AC29-01-AL66444
Modification M079
Section J, Attachment D
PBI Number: CBFO-PBI #1
Page 5 of 5

SECTION VI - EARNINGS SCHEDULE

*List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned.
(Schedule identifies point(s) at which fee may be earned - does not define completion.)*

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to determine applicability for continuation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A080	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DE-AC29-2006-AL66444-503	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) December 14, 2006	

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.

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 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 ACKNOWLEDGMENT 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)

01250	2006	33	490003	25400	1110954	0000442	\$2,000,000
01250	2006	33	490003	25400	1110956	0003804	\$2,000,000
01250	2006	33	490003	25400	1110957	0000443	\$1,000,000
01250	2006	33	490003	25400	1111094	0000441	\$ 340,517

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): CLAUSE NO. I 116, OBLIGATION OF FUNDS
<input type="checkbox"/>	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A078</u>	<u>\$664,844,618.23</u>
Funds Obligated by this Modification No.	<u>A080*</u>	<u>\$5,340,517.00</u>
Funds Obligated since Inception of Contract		<u>\$670,185,135.23</u>

*Mod M079 was not a funding mod.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 12/1/2006
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 754-01-152-8070
PREVIOUS EDITION UNUSABLE
MS ()

30-105

STANDARD FORM 30 (REV. 10-83) temp03.dot
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID NUMBER PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. **M081** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **N/A - NO PR** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P.O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)
**Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220**

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444**
10B. DATED (SEE ITEM 13) **December 14, 2000**

CODE FACILITY CODE

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.

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 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 ACKNOWLEDGMENT 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)
N/A - Not a Funding Action

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing office.

The purpose of this modification is to remove Special Provision H.21 from the contract. Accordingly, the text of this special provision is deleted in its entirety and is hereby replaced with the word "RESERVED."

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

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Stanley T. Colt
Contracting Officer**
16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)
16C. DATE SIGNED **12/29/05**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. **A082** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **DE-AC29-2006-AL66444.504** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P.O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)
**Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220**
CODE FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444**
10B. DATED (SEE ITEM 13) **December 14, 2000**

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.
 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 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 ACKNOWLEDGMENT 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)

01250	2006	33	490003	25400	1110954	0000442	\$1,473,844
01250	2006	33	490003	25400	1110956	0003804	\$ 736,922
01250	2006	33	490003	25400	1110957	0000443	\$ 736,922
01250	2006	33	490003	25400	1111094	0000441	\$1,000,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
X CLAUSE NO. I 116, OBLIGATION OF FUNDS
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

The Department of Energy hereby revises the Obligation of Funds as follows:
Funds Obligated through Modification No. A080 \$670,185,135.23
Funds Obligated by this Modification No. A082* \$3,947,688.00
Funds Obligated since Inception of Contract \$674,132,823.23

*Mod M081 was not a funding mod. Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stanley T. Colt, Contracting Officer
15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)
15C. DATE SIGNED 30-105
16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, BY "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)
16C. DATE SIGNED **12/22/05**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A083	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DE-AC29-2006-AL66444.505	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.			
CODE		9B. DATED (SEE ITEM 11)			
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444			
		10B. DATED (SEE ITEM 13) December 14, 2000			

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.

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 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 ACKNOWLEDGMENT 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)

01250	2006	33	490003	25400	1110954	0000442	\$35,355,993
01250	2006	33	490003	25400	1110956	0003804	\$ 8,561,007
01250	2006	33	490003	25400	1111006	0000441	\$ (574,519)
01250	2006	33	490003	25400	1111094	0000441	\$ 2,290,134
01250	2006	33	490003	25400	1111097	0000441	\$ 169,269
01250	2006	33	490003	25400	1111098	0000441	\$ 49,542
01250	2006	33	490003	25400	1111102	0000441	\$ 162,388

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): X CLAUSE NO. 1116, OBLIGATION OF FUNDS
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	A082	\$674,132,823.23
Funds Obligated by this Modification No.	A083	\$46,013,814
Funds Obligated since Inception of Contract		\$720,146,637.23

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 1/23/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M084	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A - NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)
N/A - Not A Funding Action

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**
- B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 Agreement of parties to revise the list of Directives applicable to the contract
- D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This modification updates Part III, Section J, Attachment H to the contract. Accordingly, the Attachment H, which is enclosed to this modification hereby replaces the current version of Attachment H in its entirety.

In recognition that the full cost and schedule impact of adding DOE Notice 260.3 to the contract cannot be determined at this time, the contractor shall proceed with implementing this notice on a "best efforts" basis within the available funding that has been provided under the contract. The contractor shall process any anticipated revisions to the scope, schedule, and budget through the Carlsbad Field Office change control process, as required.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. D. Raaz President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt Contracting Officer	
15B. CONTRACTOR/OFFEROR BY _____ (Signature) Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 11/21/02	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 11/21/2002

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT H

LIST OF APPLICABLE DIRECTIVES (M058)

This document is "List B" as required by Contract Clause entitled "Laws, Regulations, and Directives." The Contractor shall review and formally assess requirements documents in coordination with or directed by the Contracting Officer and shall initiate any necessary actions to implement the requirements, including changes to contract terms and conditions (e.g., budget, schedule), to ensure that work will continue to be performed to the latest revision of the requirements documents. "List B" shall, as a minimum, be reviewed and physically updated on an annual basis as part of the annual fee and scope contract modification process to incorporate any necessary changes or updates to the existing list of requirements documents shown in this part of the Contract. As an additional part of the review and update, any new requirements documents that have been determined to be applicable during the preceding fiscal year, and not previously added, shall also be added to "List B" in the annual fee and scope modification.

A. Standards/Requirements Identification Document (S/RID)

The requirements set forth in the S/RID are hereby incorporated by reference.

B. Other Requirements Documents

Note: Section B, Other Requirements Documents, lists documents that have been reviewed and assessed as applicable to the WIPP, and to activities associated with, affecting, or supporting the WIPP facility and programs. Since S/RID requirements are incorporated by reference in Section A, the Section B documents generally are administrative or programmatically descriptive in nature, and are not those documents that prescribe requirements for the environmental, safety, and health concerns specifically applicable to the WIPP. The "general" documents in Section B may include, but are not limited to, areas such as accounting and budgeting, safeguards and security, and information management. The documents listed in Section B in **boldface** type are specifically listed in the S/RID, but may also include general program requirements in addition to environmental, safety, and health requirements. This Section B listing is currently effective as of the date shown in the title of this document.

Section J
Attachment H

<u>Directive</u>	<u>Title</u>
<u>DOE ORDERS</u>	
DOE O 110.3	Conference Management
DOE O 130.1	Budget Formulation
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.3	Unclassified Foreign Visits and Assignments
DOE O 151.1 C	Comprehensive Emergency Management System
DOE O 200.1	Information Management Program
DOE O 203.1	Limited Personal Use of Govt. Office Equipment including Information Technology
DOE O 205.1	Department of Energy Cyber Security Management Program
DOE O 221.	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2	Cooperation With The Office Of Inspector General
DOE O 225.1A	Accident Investigation
DOE O 226.1	Implementation of DOE Oversight Policy
DOE O 231.1A	Environment, Safety, and Health Reporting
DOE O 241.1A	Scientific and Technical Information Management
DOE O 251.1A	Directives System
DOE O 252.1	Technical Standards Program
DOE O 341.1	Federal Employee Health Services
DOE O 350.1	Contractor Human Resource Management Programs
DOE O 412.1A	Work Authorization System
DOE O 413.1A	Management Control Program
DOE O 413.3	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance (Note: Full implementation is scheduled for 9 months post the incorporation of this order into the CBFO QAPD)
DOE O 420.1A	Facility Safety
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B	Real Property Asset Management
DOE O 430.2A	Departmental Energy and Utilities Management
DOE O 433.1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees
DOE O 442.1A	Department of Energy Employee Concerns Program

Section J
Attachment H

DOE O 450.1	Environmental Protection Program
DOE O 451.1B	National Environmental Policy Act Compliance Program
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461 A	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE O 470.4	Safeguards and Security Program (replaced by DOE O 470.4)
DOE O 470.2B	Independent Oversight And Performance Assurance Program
DOE O 470.3	Design Basis Threat Policy
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE O 482.1	DOE Facilities Technology Partnering Programs
DOE O 483.1	DOE Cooperative Research and Developments Agreements
DOE O 522.1	Pricing of Departmental Materials & Services
DOE O 534.1B	Accounting
DOE O 544.1	Priorities and Allocations Program
DOE O 551.1B	Official Foreign Travel
DOE O 580.1	Department of Energy Personal Property Management Program
DOE O 1220.1A	Congressional and Intergovernmental Affairs
DOE O 1230.2	American Indian Tribal Government Policy
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications
DOE O 1450.4	Consensual Listening-In To or Recording Telephone/Radio Conversations
DOE O 5400.5	Radiation Protection of the Public and the Environment
DOE O 5480.4	Environmental Protection, Safety, and Health Protection Standards
DOE O 5480.19	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE O 5530.3	Radiological Assistance Program
DOE O 5530.5	Federal Radiological Monitoring and Assessment Center
DOE O 5610.2	Control of Weapon Data
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE O 5670.1A	Management and Control of Foreign Intelligence

Section J
Attachment H

DOE MANUALS

DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE M 200.1-1	Telecommunications Security Manual
DOE M 205.1-1	Incident Prevention, Warning, & Response (IPWAR) Manual
DOE M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE M 413.3-1	Project Management for the Acquisition of Capital Assets
DOE M 435.1-1	Radioactive Waste Management Manual
DOE M 460.2-1	Radioactive Material Transportation Practices
DOE M 461.1-1	Packaging and Transfer of Materials of National Security Interest Manual
DOE M 470.4-1	Safeguards and Security Program, Planning, and Management
DOE M 470.4-2	Physical Protection
DOE M 470.4-3	Protective Force
DOE M 470.4-4	Information Security
DOE M 470.4-5	Personnel Security
DOE M 470.4-7	Safeguards & Security Program References DOE M 471.1-1
	Identification and Protection of Unclassified Controlled Nuclear Information Manual
DOE M 471.2-2	Classified Information Systems Security Manual
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE M 573.1-1	Mail Services Users Manual

DOE NOTICES

DOE N 153.2	Connectivity to National Atmospheric Release Advisory Center
DOE N 203.1	Software Quality Assurance
DOE N 205.2	Foreign National Access to DOE Cyber Systems
DOE N 205.3	Password Generation, Protection, and Use
DOE N 205.8	Cyber Security Requirements for Wireless Devices and Information Systems
DOE N 205.9	Certification and Accreditation Process for Information

Section J
Attachment H

DOE N 205.10
DOE N 205.11

DOE N 205.12

DOE N 206.3
DOE N 481.1A

Systems Including National Security Systems
Cyber Security Requirements for Risk Management
Security Requirements for Remote Access to DOE and
Applicable Contractor Information Technology Systems
Cleaning, Sanitizing and Destroying Information System
Storage Media, Memory Devices and other Related
Hardware
Personal Identity Verification
Reimbursable Work for Department of Homeland Security

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGES
2. AMENDMENT/MODIFICATION NO. A085	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DE-AC29-2006-AL66444.506	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			FACILITY CODE	
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) December 14, 2000	

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 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 ACKNOWLEDGMENT 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)							
01250	2006	33	490003	25400	1110954	0000442	\$10,000
01250	2006	33	490003	25400	1111094	0000441	(\$10,000)

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

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

B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
X **CLAUSE NO. 1116, OBLIGATION OF FUNDS**

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

The Department of Energy hereby revises the accounting and appropriation data as described in block 12 above. The total contract Obligations remain unchanged.

Funds Obligated through Modification No.	<u>A083</u>	<u>\$720,146,637.23</u>
Funds Obligated by this Modification No.	<u>A085</u>	<u>\$0.00</u>
Funds Obligated since Inception of Contract		<u>\$720,146,637.23</u>

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

15A. NAME AND TITLE OF SIGNER (Type or print) BY _____ (Signature of person authorized to sign)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" 1/2/2006	16C. DATE SIGNED
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2. AMENDMENT/MODIFICATION NO. M086	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A - NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444 10B. DATED (SEE ITEM 13) 12/14/2000
--	--

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)
N/A - Not A Funding Action

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This modification updates Part III, Section J, Attachment F to the contract. Accordingly, the Attachment F, which is enclosed to this modification hereby replaces the current version of Attachment F in its entirety.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. D. Raaz President and General Manager Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STANLEY T. COKT CONTRACTING OFFICER Contracting Officer
15B. CONTINUED BY (Signature)	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED 2/7/2008

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

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F

**KEY PERSONNEL
(M006, M012, M026, M040, M058, M066, M086)**

Pursuant to the Contract Clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

TITLE	NAME*
Chief Executive Officer	William G. Poulson
President and General Manager	Richard Raaz
Deputy General Manager	Farok Sharif
Assistant General Manager, Site Operations and Disposal	Douglas E. Steffen
Assistant General Manager, Retrieval, Characterization, and Transportation	David H. Haar
Chief Nuclear Engineer	Thomas J. Lex
Manager, Safety and Health	S. Craig Herndon
Manager, Quality Assurance	Jon Hoff

2. AMENDMENT/MODIFICATION NO. M087	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A - NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
		10B. DATED (SEE ITEM 13) 12/14/2000	

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 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 ACKNOWLEDGMENT 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)
N/A - Not A Funding Action

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> Agreement of parties to revise the list of Directives applicable to the contract
D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This modification updates Part III, Section J, Attachment F to the contract. Accordingly, the Attachment F, which is enclosed to this modification hereby replaces the current version of Attachment F in its entirety.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. D. Raaz President and General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Coft Contracting Officer
--	--

15B. CONTRACTOR/OFFEROR Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 3/15/06	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY (Signature of Contracting Officer)	16C. DATE SIGNED 3/15/06
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PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL

(M006, M012, M026, M040, M058, M066, M086, M087)

Pursuant to the Contract Clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

TITLE	NAME*
Chief Executive Officer	Chuck Spencer
President and General Manager	Richard Raaz
Deputy General Manager	Farok Sharif
Assistant General Manager, Site Operations and Disposal	Douglas E. Steffen
Assistant General Manager, Retrieval, Characterization, and Transportation	David H. Haar
Chief Nuclear Engineer	Thomas J. Lex
Manager, Safety and Health	S. Craig Herndon
Manager, Quality Assurance	Jon Hoff

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M088	3. EFFECTIVE DATE March 31, 2006	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) December 14, 2000		

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 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 ACKNOWLEDGMENT 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)
NOT A FUNDING ACTION

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of the Parties
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Three (3)</u> copies to the issuing office.	

As a result of changes to the Performance Based Incentives, 1) the attached PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP), M088—3/24/2006 replaces the PEMP presently in the contract in its entirety and 2) CBFO PBI No. 1, Revision 1, dated March 31, 2006 is hereby incorporated into the contract and supersedes CBFO-PBI No. 1, Revision 0 presently in the contract in its entirety.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. [Signature Deleted see OMB M-05-16, Safeguarding Personally Identifiable Information] Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Philip N. Murphy, Contracting Officer	
15B. CON BY	15C. DATE SIGNED 4/11/06	16B. BY	16C. DATE SIGNED 4/11/2006
<i>(Signature of person authorized to sign)</i>		<i>(Signature of person authorized to sign)</i>	

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

**PERFORMANCE EVALUATION
AND MEASUREMENT PLAN
Washington TRU Solutions, LLC
Contract No. DE-AC04-01AL66444**

FEBRUARY 1, 2001 through SEPTEMBER 30, 2010

SECTION J, ATTACHMENT D

(M040, M066, M088 – 3/24/2006)

I. INTRODUCTION

A. This Performance Evaluation and Measurement Plan (PEMP) provides the standardization necessary to assure effective development, administration, and coordination of all phases of the fee determination process.

B. The following matters, among others, are covered in the contract.

1. The contractor is required to manage, operate, and maintain facilities of DOE known as the Waste Isolation Pilot Plant located near Carlsbad, NM, in accordance with the Statement of Work contained in the contract.
2. The Maximum Allowable Fee is established in the contract for the ten-year contract term at Exemption 4. This PEMP allocates the fee available in FY06 to FY10 to Performance Based Incentives.
3. The Carlsbad Field Office Manager or the lead Contracting Officer's Representative for the contract will determine the amount of Performance Based Incentive (PBI) fee earned and authorize payments within 30 calendar days of receipt of validation that a PBI has been accomplished.

C. Fee determinations are not subject to the Disputes Clause of the contract.

II. ORGANIZATIONAL STRUCTURE AND DUTIES

The following organizational structure is established for administering the fee provisions of the contract.

A. Fee Determination Official – Head of Contracting Activity (HCA)

B. Roles and Responsibilities

1. Carlsbad Field Office Manager

The Carlsbad Field Office Manager or the lead Contracting Officer's Representative for the contract will be the point of organizational authority within CBFO for development and coordination of the PEMP, approval of minor changes to the PEMP or obtaining HCA approval of major changes, performance monitoring, performance validation, performance reporting, fee recommendations to the FDO, and payment of fees related to PBIs. Primary responsibilities are:

PEMP

Contract Number: DE-AC29-01AL66444

Page 2 of 4

- a. In coordination with HCA's functional representatives and EM-HQ, develops PBIs and consolidates them into the PEMP.
 - b. Assures appropriate coordination of performance expectations and PBIs with HQ program and policy organizations.
 - c. Submits the PEMP and/or PBIs for necessary HCA approval and headquarters reviews.
 - d. After final approval, forwards the PEMP and/or PBIs to the contractor through a contract modification.
 - e. Coordinates major changes with the HCA and provides minor changes to performance expectations and PBIs to the HCA.
2. Carlsbad Field Office Contracting Officer's Representative and Performance Evaluators

Performance evaluators are members of the Carlsbad Field Office responsible for the work to be measured by the PBIs that assist the Contracting Officer's Representative (COR) in carrying out the following responsibilities as requested:

- a. Develop PBIs related to assigned area.
- b. Assist in negotiation of PBIs and fee allocations with contractor.
- c. Review contractor's request for change to PBIs and recommend approval or disapproval.
- d. Monitor, evaluate, and assess the contractor's performance against the PBIs in the PEMP.
- e. Validate contractor's performance as it relates to the PBIs.

III. INCENTIVE FEE DETERMINATION PROCESS

While PEMP incentives may be unilaterally developed by DOE, a teaming approach between the Carlsbad Field Office and the contractor provides significant benefits. When incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. Teaming enhances communication and partnering between and among the parties, which results in greater trust, openness, and cooperation for achieving DOE's goals and objectives.

The PEMP has associated PBIs, which are assessed on an objective basis with all earnable fees at risk.

A. Development of Incentives

1. Performance Based Incentives (PBIs)

- a. PBIs are characterized by objectively measurable evaluation of contractor performance. Such incentives reflect specified criteria against which actual performance will be evaluated. The PBIs will be evaluated based on quantifiable measurements.
 - b. PBIs have specified fee allocated and payable upon completion of specified levels of work accomplished.
 - c. PBIs can be determined to be annual or Multi-year. Annual PBIs will be measured and evaluated at the end of the fiscal year. Multi-year incentives will be measured and evaluated upon completion of identified work.
2. Base, Stretch and Super Stretch Incentives
- a. PBIs are categorized as Base, Stretch, or Super Stretch.
 - 1) Base Incentives – An incentive associated with specific work that is funded in the contract and the fee is allocated from the Available Fee Pool.
 - 2) Stretch Incentives – An incentive that motivates the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract and by coordinating and interacting with generator site contractors over whom they have no contractual control to achieve the PBI results. The level of the effort being measured by these incentives or the work necessary by generator sites to achieve the PBI results is not funded in the contract, but the fee is allocated from the available fee pool. In order to earn a Stretch incentive, the Contractor must perform the additional work necessary under the contract or the generator site must perform the necessary work to achieve the Stretch Incentive within the funding limits established for the Base Incentive. The authority to initiate activity or an accelerated work package is at the time the incentive is created and is not subject to review by the CBFO Change Control Board if no change to the established baseline is required to accomplish the stretch incentive. If change to the established baseline is required to accomplish the stretch incentive, the established CBFO change control process as outlined in the CBFO change control procedure will be utilized.
 - 3) Super Stretch Incentives – An incentive that motivates the Contractor to achieve significantly more work than that incentivized by fee pool incentives and base contract funding levels. In order to achieve a Super Stretch Incentive, the Contractor must find cost savings in other programmatic areas from base contract funding adequate to fund the incremental work outside the WIPP facility and the related fee. CBFO must approve the transfer of needed incremental funding for work outside the WIPP facility through the Change Control Board process and must specifically authorize initiation of any incremental cost effort. Fee

PEMP

Contract Number: DE-AC29-01AL66444

Page 4 of 4

allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

B. Approval of Incentives

The PBIs are reviewed by the Carlsbad Field Office Manager, the Carlsbad Field Office Contracting Officer, and the Carlsbad Field Office program staff prior to obtaining any the HCA approval and necessary headquarters approvals. Once necessary approvals are obtained, the Carlsbad Field Office Manager or Carlsbad Field Office Contracting Officer provides the PEMP and/or PBIs to the contractor.

C. Changes to Incentives

Changes to the PBIs will be limited and strictly controlled. Changes will be administered in ac

D. Monitoring Performance

1. **Monitoring Performance:** The Carlsbad Field Office will monitor contractor performance against the PBIs throughout the year and term of the PBI. Performance will be discussed with the contractor periodically throughout the year.
2. **Validating Performance:** The Carlsbad Field Office objectively validates completion of incentive fee performance. Validation is accomplished before payment of earned fee can be made. Validation of performance is documented by the Carlsbad Field Office.

E. Fee Pool

This contract is based upon Part 970 of the Department of Energy Acquisition Regulations (DEAR) and the amount of fee available is subject to the Department's Fee Schedule process.

If a PBI is cancelled or modified during FY06 to FY10, any unearned fee will be allocated to another PBI. Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool but shall be forfeited.

RATING PLAN

Contract Number: DE-AC29-01AL66444
Section J, PBI Number-1-1-AL-66444
Page 1 of 5

SECTION I - GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP
Revision Number and Date: Revision 1, March 31, 2006

SECTION II - ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4 Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III - INCENTIVE INFORMATION

Incentive type:	Base <input checked="" type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerating and managing the safe disposal of TRU waste is GBFO's primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific cleanup results are achieved. The Contractor will earn fee for accelerated risk reduction based on cubic meters dispositioned from the TRU waste inventory at generator sites by removal, disposal, or the identification of a disposition path to dispose of waste currently managed as TRU waste as low-level or low-level mixed waste. This PBI has an added difficulty component due to the work necessary to be done by generator sites to achieve the desired results that is not under the control of the Contractor or funded by the Contractor. Risk reduction fees will be earned as follows:

1. For cubic meters of TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services
2. For cubic meters of TRU waste disposed of at WIPP from sites where WTS does not provide characterization services
3. For cubic meters of waste dispositioned where a more cost effective disposal option exists.
4. For disposal of at least one Remote Handled (RH) shipment at WIPP.

In accordance with accelerated risk reduction, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP or another site approved by CBFO.

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For each cubic meter of CH waste removed from generator site inventory, transported, and disposed of at WIPP under Metric 1, a fee of Expt 4 will be earned.

For each cubic meter of CH waste removed from generator site inventory, characterized for transportation, and sent to a site approved by CBFO for final certification for disposal at WIPP and subsequently disposed of at WIPP under Metric 1, a fee of Expt 4 will be earned. Exemption 4 of this amount is payable to the Contractor after the waste has been shipped from the generator site to the approved receiving site, with the remaining Exemption 4 to be paid to the Contractor after the waste has been disposed of at WIPP.

For each cubic meter of RH waste removed from generator site inventory, transported and disposed of at WIPP under Metric 1, a fee of Exempt 4 will be earned.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 2: The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database. (Note: This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

For each cubic meter of CH disposed at WIPP under Metric 2, a fee of Expt 4 will be earned.

For each cubic meter of RH disposed at WIPP under Metric 2, a fee of Exempt 4 will be earned.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 3: The Contractor's performance will be measured for its success in identifying cubic meters of waste currently managed as TRU waste where a more cost effective disposal option exists. WTS will submit a request for payment of Expt 4 per cubic meter at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP.

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor Exemption 4 in fee.

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

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DEFINE COMPLETION: *Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.*

Payment Metric 1: Each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites.

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

Payment Metric 4: WTS will request payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to the CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: *(Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)*

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

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To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) Fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This

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documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to determine applicability for continuation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M089	3. EFFECTIVE DATE October 1, 2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) December 14, 2000		

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 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 ACKNOWLEDGMENT 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)
 NOT A FUNDING ACTION

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Agreement of the Parties
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor is not, is required to sign this document and return Three (3) copies to the issuing office.

As a result of changes to the Performance Based Incentives, the attached CBFO-PBI No. 2, Revision 0, dated October 1, 2006 is hereby incorporated into the contract.

Note: Revision 0 is the basic PBI #2 and although not incorporated into the contract until after March 31, 2006, the effective date of this PBI is October 1, 2006.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. D. Berg, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Philip N. Murphy, Contracting Officer	
15B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 4/11/06	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 4/11/06

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SECTION I - GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #2 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: SQS Completion and Accelerated Removal/Disposal
Revision Number and Date: Revision 0, October 1, 2006

SECTION II - ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4
Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III - INCENTIVE INFORMATION

Incentive type:	Base <input type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input checked="" type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerated and safe disposal of TRU waste is CBFO's primary mission, this Super Stretch PBI provides Contractor payment when specific results are achieved beyond those covered by the basic contract scope and incentives.

The Contractor will earn Super Stretch fee for clean up of TRU Waste from Small Quantity Sites (SQS) and for exceeding the annual removal/disposal performance expectations after the maximum allowable fee has been earned for any fiscal year covered by this rating plan.

The Contractor will earn incentive fee under this PBI in two ways:

- 1) For cleanup and disposal of TRU waste from Small Quantity Sites.
- 2) For accelerating TRU waste disposal goals from PBI #1, Metrics 1 and 2.

In accordance with SQS completion and accelerated removal/disposal, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan.

Metric 1: The Contractor will clean up TRU waste from SQS sites. Fee will be earned based on two criteria: first for cleanup of the current TRU waste from the site and secondly for disposal of that waste at WIPP or another disposal option.

To earn fee under this metric, WTS must perform meaningful work. This can include for example: provide documentation to DOE that demonstrates the waste has appropriate Acceptable Knowledge to be certified as TRU waste or for disposal, provide documentation to demonstrate that the waste was produced from defense related activities in accordance with DOE criteria, provide documentation demonstrating transportation of the waste from the SQS to a receiver site acceptable to DOE, and providing assistance in transportation of the waste from the SQS to the receiver site and from the receiver site to the final disposal site. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

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Fee earnings are as follows:

For each SQS with RH TRU Waste greater than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with RH TRU Waste less than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and greater than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and less than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn Exemption 4 of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid Expt. 4 of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid Expt. 4 of the fee amount above for completion of the cleanup and Expt. 4 of the fee amount above for proper waste disposal of the remaining waste at those sites.

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 2: The Contractor's performance will be measured for accelerating TRU waste disposition and exceeding annual removal/disposal performance expectations. Specifically, should the contractor's performance result in exceeding the maximum available fee in any fiscal year, then the contractor may earn additional fee for removal and disposal under this metric at a rate of Expt. 4 per cubic meter for CH TRU and Expt. 4 per cubic meter for RH TRU.

The maximum amount of fee available to WTS under this metric during the term of the contract covered by this rating plan is:

Exemption 4

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table below. The table shall be updated by CBFO at the start of each

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fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. GBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 12/1/04 are as indicated below*:

Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab - IL	114.1	5.8
MFC at INL - ID	0	17.4
Battis Atomic Power Lab - NY	18.9	2.7
Babcock and Wilcox (B&W) - VA	45.0	0
Framatome (AREVA) - WA	7.3	0
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab - NFS - TN	0	0
Lawrence Livermore National Lab - CA	243.5	0
Nevada Test Site - NV	296.5	0
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0

*Additional sites and their volumes of defense TRU waste may be added by mutual agreement.

Payment Metric 2: The Contractor's performance will be measured annually for its success in exceeding removal/disposal performance expectations, based on the maximum available fee through each fiscal year. For each cubic meter of TRU waste removed/disposed under PBI #1 after exceeding the maximum available fee for that fiscal year, the Contractor will earn fee at a rate of Expt. 4 per cubic meter of CH TRU and Expt. 4 per cubic meter for RH TRU.

DEFINITIONS:

CH - Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean-up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH - Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator sites in addition to Idaho National Laboratory, Hanford,

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Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

None.

GENERAL REQUIREMENTS: To earn incentive fee under this Performance Incentive, the contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive.

To earn incentive fee under this Performance Incentive, WTS shall meet the specific completion criteria and expectations set forth herein.

Acceptable environmental, safety, and health performance (ESH) for the entire Scope of Work for the contract is a pre-condition to earning fee under the contract. This would include, but not be limited to: experiencing a fatality or a serious accident, or a significant non-allowable environmental release or Notice of Violation, or a significant industrial hygiene exposure to a worker, or a negative trend in ESH or a specific area of ESH concern. Unacceptable performance in these areas may result in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning fee under the contract. If, in any fiscal year, the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in either cost or schedule, the HCA may invoke provisions of the CPOF of the contract.

COMPLETION DOCUMENTS LIST: (In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.

Metric 1: (Completion Payment) Fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS outside of the WIPP facility to achieve the result.

Metric 2: (Completion Payment) WTS will submit a request for payment annually that contains sufficient documentation to support the claimed achievement for exceeding removal/disposal expectations in that fiscal year resulting in earning the maximum available fee amount. Fee shall be payable per cubic meter of TRU waste removed/disposed times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database. Submittal documentation shall include reference to earnings under PBI#1 and demonstrate that the maximum available fee for that fiscal year has been earned.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

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This Super Stretch incentive is an incentive to motivate the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract. The level of the effort outside the WIPP facility for metric 1 being measured by this incentive and the associated fee is not funded in the contract. For work at the WIPP facility for metric 1 and metric 2, the level of effort is funded through base contract funding, but the Contractor is achieving more disposal results with that funding. In order to earn the Super Stretch incentive for metric 1, the Contractor must perform the additional work outside the WIPP facility necessary to achieve the incentive with identified savings or with generator site funding and the work at the WIPP facility within the funding limits established for the base contract funding. In order to earn the Super Stretch incentive for metric 2, the Contractor may perform the additional work outside the WIPP facility necessary to achieve the incentive within the funding limits established for the base incentive along with generator site funding for work by the Contractor or with identified savings. The Contractor must also identify savings sufficient for the related fee.

CBFO must approve the transfer of CBFO incremental funding for work outside the WIPP facility generated by savings through the Change Control process and must specifically authorize initiation of the associated incremental work. Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

PBIs will be reviewed by DOE-CBFO annually beginning in FY06 to determine applicability for continuation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A090	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DE-AC29-2006-AL66444.507		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATION.			10B. DATED (SEE ITEM 13) December 14, 2000	

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 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 ACKNOWLEDGMENT 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)						
01250	2006	33	490003	25400	1110954	0000442 \$31,859,588
01250	2006	33	490003	25400	1110956	0003804 \$ 8,830,440
01250	2006	33	490003	25400	1111957	0000443 \$ 8,889,972
00911	2006	33	490003	25400	1721310	0001056 \$ 1,500,000

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): CLAUSE NO. I 116, OBLIGATION OF FUNDS
<input type="checkbox"/>	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A085</u>	<u>\$720,146,637.23</u>
Funds Obligated by this Modification No.	<u>A090*</u>	<u>\$51,080,000.00</u>
Funds Obligated since Inception of Contract		<u>\$771,226,637.23</u>

*Modifications M086, M087, M088, and M089 were administrative modifications.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 4/19/08
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 754-01-152-8070
PREVIOUS EDITION UNUSABLE
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30-105

STANDARD FORM 30 (REV. 10-83) temp03.dot
Prescribed by GSA
FAR (48 CFR) 53.243

2. AMENDMENT/MODIFICATION NO. A091	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. DE-AC29-2006AL66444.508	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6) CODE
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444 10B. DATED (SEE ITEM 13) 12/14/2000
--	--

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)

01250	2006	33	490003	25400	1110954	0000442	\$6,910,065
01250	2006	33	490003	25400	1111094	0000441	\$179,067
00900	2006	33	490003	25400	2221775		\$36,000

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

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	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental Funding

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

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

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A090</u>	<u>\$771,226,637.23</u>
Funds Obligated by this Modification No.	<u>A091</u>	<u>\$7,119,132.00</u>
Funds Obligated since Inception of Contract		<u>\$778,345,769.23</u>

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer
15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED 5/25/2006

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A092 M092 LL	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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(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 ACKNOWLEDGMENT 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)
N/A - Not A Funding Action

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- X** B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
- D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The Department of Energy hereby issues an administrative modification to correct a typographical error of a date included in contract modification M089. Accordingly, for all occurrences of the date "October 1, 2006" in the modification and CBFO-PBI #2, Delete: "October 1, 2006" and Insert: "October 1, 2005" in its place. The corrected CBFO-PBI #2 is attached to this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Philip N. Murphy, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY _____ Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 6/20/2006
BY _____ (Signature of person authorized to sign)		EV. 10-83) temp03.dot	

RATING PLAN

Contract Number: DE-AC29-01AL66444

Section J, PBI Number-2-0-AL-66444

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SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #2 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: SQS Completion and Accelerated Removal/Disposal
Revision Number and Date: Revision 0, October 1, 2005

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4
Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input checked="" type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerated and safe disposal of TRU waste is CBFO's primary mission; this Super Stretch PBI provides Contractor payment when specific results are achieved beyond those covered by the basic contract scope and incentives.

The Contractor will earn Super Stretch fee for clean up of TRU Waste from Small Quantity Sites (SQS) and for exceeding the annual removal/disposal performance expectations after the maximum allowable fee has been earned for any fiscal year covered by this rating plan.

The Contractor will earn incentive fee under this PBI in two ways:

- 1) For cleanup and disposal of TRU waste from Small Quantity Sites.*
- 2) For accelerating TRU waste disposal goals from PBI #1, Metrics 1 and 2.*

In accordance with SQS completion and accelerated removal/disposal, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan.

Metric 1: The Contractor will clean up TRU waste from SQS sites. Fee will be earned based on two criteria: first for cleanup of the current TRU waste from the site and secondly for disposal of that waste at WIPP or another disposal option.

To earn fee under this metric, WTS must perform meaningful work. This can include for example: provide documentation to DOE that demonstrates the waste has appropriate Acceptable Knowledge to be certified as TRU waste or for disposal, provide documentation to demonstrate that the waste was

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produced from defense related activities in accordance with DOE criteria, provide documentation demonstrating transportation of the waste from the SQS to a receiver site acceptable to DOE, and providing assistance in transportation of the waste from the SQS to the receiver site and from the receiver site to the final disposal site. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

Fee earnings are as follows:

For each SQS with RH TRU Waste greater than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor [Exemption 4] fee.

Completion of disposal will earn the Contractor [Exemption 4] fee.

For each SQS with RH TRU Waste less than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor [Exemption 4] fee.

Completion of disposal will earn the Contractor [Exemption 4] fee.

For each SQS with no RH TRU waste and greater than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor [Exemption 4] fee.

Completion of disposal will earn the Contractor [Exemption 4] fee.

For each SQS with no RH TRU waste and less than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor [Exemption 4] fee.

Completion of disposal will earn the Contractor [Exemption 4] fee.

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn [Exempt 4] of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid [Exempt 4] of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid [Exempt 4] the fee amount above for completion of the cleanup and [Exempt 4] of the fee amount above for proper waste disposal of the remaining waste at those sites.

The maximum amount of fee available to WTS under this metric during the term of the contract is

[Exemption 4]

Metric 2: The Contractor's performance will be measured for accelerating TRU waste disposition and exceeding annual removal/disposal performance expectations. Specifically, should the contractor's performance result in exceeding the maximum available fee in any fiscal year, then the contractor may earn additional fee for removal and disposal under this metric at a rate of [Exempt 4] per cubic meter for CH TRU and [Exempt 4] per cubic meter for RH TRU.

The maximum amount of fee available to WTS under this metric during the term of the contract covered by this rating plan is:

[Exemption 4]

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

RATING PLAN

Contract Number: DE-AC29-01AL66444

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None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table below. The table shall be updated by CBFO at the start of each fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 12/1/04 are as indicated below*:

Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab - IL	114.1	5.8
MFC at INL - ID	0	17.4
Bettis Atomic Power Lab - NY	18.9	2.7
Babcock and Wilcox (B&W) - VA	45.0	0
Framatome (AREVA) - WA	7.3	0
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab - NFS - TN	0	0
Lawrence Livermore National Lab - CA	243.5	0
Nevada Test Site - NV	296.5	0
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0

*Additional sites and their volumes of defense TRU waste may be added by mutual agreement.

Payment Metric 2: The Contractor's performance will be measured annually for its success in exceeding removal/disposal performance expectations, based on the maximum available fee through each fiscal year. For each cubic meter of TRU waste removed/disposed under PBI #1 after exceeding the maximum available fee for that fiscal year, the Contractor will earn fee at a rate of Expt 4 per cubic meter of CH TRU and Exemption 4 cubic meter for RH TRU.

DEFINITIONS:

CH - Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean-up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste

RATING PLAN

Contract Number: DE-AC29-01AL66444

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managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

None.

GENERAL REQUIREMENTS: To earn incentive fee under this Performance Incentive, the contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive.

To earn incentive fee under this Performance Incentive, WTS shall meet the specific completion criteria and expectations set forth herein.

Acceptable environmental, safety, and health performance (ESH) for the entire Scope of Work for the contract is a pre-condition to earning fee under the contract. This would include, but not be limited to: experiencing a fatality or a serious accident, or a significant non-allowable environmental release or Notice of Violation, or a significant industrial hygiene exposure to a worker, or a negative trend in ESH or a specific area of ESH concern. Unacceptable

RATING PLAN

Contract Number: DE-AC29-01AL66444

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performance in these areas may result in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning fee under the contract. If, in any fiscal year, the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in either cost or schedule, the HCA may invoke provisions of the CPOF of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Metric 1: (Completion Payment) Fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS' waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS outside of the WIPP facility to achieve the result.

Metric 2: (Completion Payment) WTS will submit a request for payment annually that contains sufficient documentation to support the claimed achievement for exceeding removal/disposal expectations in that fiscal year resulting in earning the maximum available fee amount. Fee shall be payable per cubic meter of TRU waste removed/disposed times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database. Submittal documentation shall include reference to earnings under PBI#1 and demonstrate that the maximum available fee for that fiscal year has been earned.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

This Super Stretch incentive is an incentive to motivate the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract. The level of the effort outside the WIPP facility for metric 1 being measured by this incentive and the associated fee is not funded in the contract. For work at the WIPP facility for metric 1 and metric 2, the level of effort is funded through base contract funding, but the Contractor is achieving more disposal results with that funding. In order to earn the Super Stretch incentive for metric 1, the Contractor must perform the additional work outside the WIPP facility necessary to achieve the incentive with identified savings or with generator site funding and the work at the WIPP facility within the funding limits established for the base contract funding. In order to earn the Super Stretch incentive for metric 2, the Contractor may perform the additional work outside the WIPP facility necessary to achieve the incentive within the funding limits established for the base incentive along with generator site funding for work by the Contractor or with identified savings. The Contractor must also identify savings sufficient for the related fee.

CBFO must approve the transfer of CBFO incremental funding for work outside the WIPP facility generated by savings through the Change Control process and must specifically authorize initiation of the associated incremental work. Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

PBIs will be reviewed by DOE-CBFO annually beginning in FY06 to determine applicability for continuation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A093	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. DE-AC29-2006AL66444.509	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

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.

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

01250	2006	33	490003	25400	1110957	0000443	(\$1,810,632)
01250	2006	33	490003	25400	1110980	0002167	\$2,440,000
01751	2006	33	490003	25400	1110983	0000506	\$157,000

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental Funding

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

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

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A091</u>	<u>\$778,345,769.23</u>
Funds Obligated by this Modification No.	<u>A093*</u>	<u>\$786,368.00</u>
Funds Obligated since Inception of Contract		<u>\$779,132,137.23</u>

*Modification M092 was an administrative action, not a funding action.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. SIGNATURE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	6/26/2002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M094	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. N/A - NO PR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-A C29-01A166444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT A FUNDING ACTION

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- X B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
- D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to update the key personnel listing in the contract. Accordingly, Contract Section J, Attachment F is replaced in its entirety with the attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 6/29/08
BY _____ (Signature of person authorized to sign)			

SECTION J, ATT. F

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

SECTION J –LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL

(M006, M012, M026, M040, M058, M066, M086, M087, M094)

Pursuant to the Contract Clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

TITLE	NAME
Chief Executive Officer	Chuck Spencer
President and General Manager	Richard Raaz
Deputy General Manager	Farok Sharif
Assistant Manager, Site Operations and Disposal	Douglas E. Steffen
Assistant General Manager, Retrieval, Characterization, and Transportation	David H. Haar
Chief Nuclear Engineer	Donna Busche
Manager, Safety and Health	S. Craig Herndon
Manager, Quality Assurance	Jon Hoff

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A095	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. DE-AC29-2006AL66444.510	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)
01250 2006 33 490003 25400 1110954 0000442 (\$6,200,000)
01250 2006 33 490003 25400 1110956 0003804 \$6,200,000

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

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

B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Agreement of parties to revise the list of Directives applicable to the contract

X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): **Incremental Funding**

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

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

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A093</u>	\$779,132,137.23
Funds Obligated by this Modification No.	<u>A095*</u>	\$0.00
Funds Obligated since Inception of Contract		\$779,132,137.23

*This modification revises the accounting and appropriation data and does not add any new obligations. Modification M094 was an administrative action, not a funding action.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 7/3/2006
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A096	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. DE-AC29-2006AL66444.511	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)

01250 2006 33 490003 25400 1110956 0003804 (\$4,100,000)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Deobligate Funding

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A095</u>	<u>\$779,132,137.23</u>
Funds Obligated by this Modification No.	<u>A096*</u>	<u>(\$4,100,000.00)</u>
Funds Obligated since Inception of Contract		<u>\$775,032,137.23</u>

*Funding is being deobligated in PBS CB0081 so it can be reprogrammed to PBS CB0080. Funding will be reobligated to the contract in August, 2006.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Richard D. Raaz, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACT SIGNATURE Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 7/11/06	16B. UNITED STATES OF AMERICA SIGNATURE Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 7/10/06
(Signature of Contracting Officer)		(Signature of Contracting Officer)	

NSN 754-01-152

30-105

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2. AMENDMENT/MODIFICATION NO. A097	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. DE-AC29-2006AL66444.512	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6) CODE
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444 10B. DATED (SEE ITEM 13) 12/14/2000
--	--

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 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 ACKNOWLEDGMENT 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)
 01250 2006 33 490003 25400 1110953 0000445 \$4,950,000

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
- X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): **Incremental Funding**

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A096</u>	\$775,032,137.23
Funds Obligated by this Modification No.	<u>A097</u>	\$4,950,000.00
Funds Obligated since Inception of Contract		\$779,982,137.23

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. SIGNATURE BY Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)
BY _____ (Signature of person authorized to sign)	16C. DATE SIGNED 7/19/2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M098	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. N/A - NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)

N/A - Not a Funding Action

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of parties to revise the list of Directives applicable to the contract
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to replace Section J, Contract Attachment A, Appendix A, ADVANCE UNDERSTANDING ON HUMAN RESOURCES FOR THE WASTE ISOLATION PILOT PLANT, which was added to the contract by contract modification M002. Accordingly, contract Attachment A is replaced in its entirety with the Attachment A from this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. D. Raaz, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY _____ Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 8/21/06	16B. SIGNATURE BY _____ Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)	16C. DATE SIGNED 8/21/2006

NSN 754-01-152-8070

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APPENDIX A

I. INTRODUCTION

The personnel policies, wage and salary schedules, transportation, travel, and living expenses and related policies set forth in this Appendix A are the policies applicable to this Contract for the purpose of determining allowable costs as provided for in the Clause of this Contract entitled "Allowable Costs, Base-Fee, and Award Fee" and shall apply to all employees of the Contractor engaged in work under this Contract, who devote 50 percent or more of their time to Contract work, irrespective of the place of performance of Contract work.

Only those items of personnel costs and related expenses specifically set forth in this Appendix A are allowable costs under this Contract. However, either party may at any time request that this Appendix A be revised and the parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by and reflected in Reimbursement Authorizations issued by the Contracting Officer and executed by both parties. Execution of such Reimbursement Authorization, hereinafter called "RA", by the General Manager or higher corporate authority will be binding on the Contractor. The Contractor shall submit each proposed RA to the Contracting Officer prior to or as near the proposed effective date as reasonably possible. Unless otherwise approved by the Contracting Officer, the effective date of such RA will not precede the date on which the Contractor first requested such RA in writing.

The Contractor shall select, manage, and direct all work forces, determine general working conditions and rules of work for all employees, and apply the policies set forth herein in general conformance with the practices, procedures, and methods used in the conduct of its business insofar as those practices, procedures, and methods are not inconsistent with this Contract. Through the Contractor's own standard audit procedures and executive reviews, the Contractor will monitor the operations under this Contract for conformance with the policies set forth in this Appendix A.

The Contractor shall maintain a method of manpower and budgeting controls to govern the number of people required and the costs of personnel services to achieve economy of operation, taking into consideration the nature and scope of operations under this Contract.

II. DEFINITIONS

Terms used in this Appendix A are defined as follows:

- A. Exempt Employee - An employee who performs work in an executive, administrative, or professional capacity, who is determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act of 1938, as amended.
- B. Nonexempt Employee - Any employee, other than an exempt employee subject to provisions of the Fair Labor Standards Act of 1938, as amended.
- C. Base Salary - The monthly salary established for salaried employees paid semi-monthly, excluding any premium pay.
- D. Workday - The 24-hour period beginning with the regularly assigned starting time of an employee's work shift.
- E. Basic Workweek - A 40-hour week consisting of five basic workdays within a designated period of seven consecutive days considered as a unit for pay purposes. A "basic workweek" may also be referred to as a "regular workweek."
- F. Continuous Operation - An operation which must be run on a 24-hour day, 7-day week and a week-by-week basis.
- G. Eligibility Service - Credits for periods during which the employee is actually at work for the Contractor, or for periods of absence for which credit is gained.
- H. General Manager - The Contractor's supervising representative who is in charge of operations for the Contractor at the Waste Isolation Pilot Plant.
- I. Immediate Family - This includes a foster child residing in the home, or the employee's parent, brother, sister, child, spouse, mother-in-law, father-in-law, brother-in-law (which includes the employee's sister's husband, the employee's spouse's brother, and the husband of the employee's spouse's sister), sister-in-law (which includes the employee's brother's wife, the employee's spouse's sister, and the wife of the employee's spouse's brother), son-in-law, daughter-in-law, grandparent, grandparent-in-law, stepparent, step-brother, stepsister, stepchild, or grandchild.
- J. Night Turn Shifts - Schedules of working hours which result in an employee's regularly scheduled quitting time being after 9:00 p.m. and up to and including 9:00 a.m. of the following day.
- K. Transfer - A permanent change for eligible employees whose work location is anticipated to extend for a period in excess of 12 consecutive calendar months.
- L. Assignment - A temporary change in an employee's work location with an anticipated duration of 12 consecutive calendar months or less.

- M. Plant Closing - The announcement and implementation of a plan to terminate and discontinue all Contractor operations, without any currently existing plan for resumption or continuation of operations at that site by either the Contractor or any other Government contractor or Government agency.
- N. WTS - Means the Washington TRU Solutions LLC.
- O. Waste Isolation Pilot Plant - May be abbreviated as WIPP, as appropriate.
- P. Alternate Work Schedule (AWS) - A 40-hour basic workweek consisting of four or five basic workdays within a designated period of seven consecutive days considered as a unit for pay purposes. The workweek starts four hours after the start of shift on Friday and extends for 168 hours (7 days).
- Q. Contracting Officer - The Carlsbad Field Office Contracting Officer
- R. Core Business Hours - Those hours of operation established by the DOE to ensure that WTS provides adequate support and coverage to their customers (i.e., DOE, suppliers, external agencies) during traditional business hours. Core business hours are identified and designated by the WTS General Manager's Office.
- S. Flex-time - That designated period of time worked by an employee outside the core business hours to meet the requirements established for their agreed-upon alternate work schedule. Flex-time hours may be worked each day before core business hours begin, after core business hours end, or any combination of these options that is established as both permanent and mutually acceptable to the employee and his/her manager.
- T. Traditional Workweek - The traditional schedule for employee work consisting of four or five consecutive days, each with an established shift of eight working hours and totaling 40 working hours for the workweek.

III. PAY POLICIES

A. General Policy

Administration of wages and salaries under this contract shall be carried out in accordance with sound wage and salary administration principles, as approved by the Contracting Officer, and in a manner which shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds, and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by the Department of Energy Acquisition Regulations (DEAR), particularly DEAR 970.3102.05-06.

B. Salary Schedules

1. Monthly salary schedules will be approved by DOE and administered by the contractor within the annual Compensation Increase Plan.
2. Hourly wages will be paid as outlined in the collective bargaining agreement.
3. No employee may be paid in excess of the salary range maximum of the employee's applicable salary grade without the written approval of the Contracting Officer.
4. During the last quarter of each fiscal year, the Contractor shall transmit the following information to the Contracting Officer:
 - a. A complete listing of all job titles authorized in each salary grade of the approved salary schedules.
 - b. The number of incumbent employees, and the salaries paid within each job title as authorized for inclusion in the approved salary schedules.

C. Compensation Increase Plan

1. During the last quarter of each fiscal year, the Contractor shall develop and justify Compensation Increase Plan for exempt and nonexempt employees in a manner prescribed by, and for review and approval of, the Contracting Officer. The funds shall be expressed on an annualized basis, which shall represent the maximum amount to be expended in the succeeding fiscal year for all chargeable salary increases. The funds shall be based on such factors as national and industry surveys, the Contractor's internal policies and practices, area salaries, and such other criteria as may be pertinent to the establishment of competitive wages and salaries, and shall be expressed as a percentage of base salaried exempt and nonexempt payrolls, as of September 30 of the preceding fiscal year.
2. Once an individual's salary increase is charged to a fund, reuse of the amount; i.e., recovery for any other purpose during the plan year, is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund. Each component of the fund; i.e., adjustments and reclassification, merit, and promotion increases shall be broken out separately. The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary position.
3. The dollar amount of the fund shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force.
4. Any unallocated and unexpended portion of the annual salary increase funds thus established may not be carried forward into the succeeding fiscal year.
5. Salary increases granted to new hires and employees who transfer in from other WTS locations will not be chargeable to the annual salary increase fund allocation.

D. Salary Increase Administration

The Contractor shall obtain the approval of the Contracting Officer for initial approval of, or subsequent changes to the amount of individual compensation granted to the General Manager and the Assistant General Manager(s). These requests for approval shall be submitted by the Contractor to the DOE on Compensation Approval Form DOE F3220.5, at least thirty (30) days in advance of the proposed effective date of the action; each requested salary action shall contain supporting data to justify that proposed action. The DOE shall exert its best efforts to process the approval determination and return the approved document to the Contractor within the 30-day period. Regardless of whether or not the approval determination has been subsequently returned to the Contractor within 30 days, the change shall be retroactive to the effective date proposed by the Contractor.

E. Hours of Work, Overtime, and Shift Differential

1. Contractor's Regular Work Schedule

The regular work schedule of the Contractor is an Alternate Work Schedule (AWS), and shall be a 40-hour basic workweek, consisting of four or five basic workdays within a designated period of seven consecutive days considered as a unit for pay purposes.

2. Other Needs for Establishment of an AWS

An AWS may be established by the Contractor for various work activities that, on either a regular and permanent basis, or on a temporary basis, require a schedule of work outside the defined, scheduled AWS workweek. This type of an AWS may be needed, for example, when various work activities are required to maintain and support continuing facility operations, to improve operational efficiency, or to provide emergency services.

3. Requirements Regarding Use of Overtime

The Contractor shall manage and control overtime to efficiently conduct business and provide for cost-effective utilization of human resources. For the purpose of this Contract, the Contractor's overtime pay policies shall apply within the following limitations:

- a. Overtime is any time worked more than 40 hours in the basic scheduled workweek, and any time worked outside an established AWS for which the employee is compensated.
- b. A basic workweek comprises 40 total hours within five workdays, within a designated period of seven consecutive days that is considered as a unit for pay purposes.
- c. An extended workweek is defined as work regularly scheduled in excess of the basic workweek for a period in excess of 4 consecutive weeks.
- d. The Contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract.

The contractor shall notify the Contracting Officer when, in any given year, it is likely that overtime usage as a percentage of payroll may exceed 4%.

The Contractor must submit to the Contracting Officer for approval, an annual overtime expenditure budget, and if requested, an annual overtime control plan consistent with the requirements of DEAR Clause 970.5222-2, Section (c), (1) through (5) (vi) for the management of overtime.

The Contracting Officer shall approve any additional overtime premium funds or plan changes, if applicable, required for mission requirements.

Overtime payments for exempt and nonexempt employees scheduled to work an "extended workweek" as defined in Subparagraph E.3.c., above, or scheduled for a specific period of overtime, must be approved in advance by the Contracting Officer. The Contracting Officer shall approve any additional overtime premium funds or plan changes required for mission requirements.

F. Overtime and Premium Pay

1. Nonexempt Employees

- a. Nonexempt employees will be paid one and one-half (1-1/2) times their straight-time rate for hours worked in excess of 40 hours in any workweek.
- b. For the purpose of determining overtime hours worked, a workday begins when the employee starts work and ends 24 hours later. An employee's workweek begins at a fixed time each week based on the employee's assigned working schedule and ends 168 hours later.
- c. A nonexempt employee who reports for work at management's request on regular rest days or at times not regularly scheduled (excluding periods contiguous to regular work shifts) will be paid for hours actually worked or for 4 hours whichever is greater. However, any such employee who does not complete 4 hours work when work is offered shall be paid only for hours actually worked.

2. Exempt Employees

- a. When overtime work is approved in conformance with Paragraph E.3., above, exempt employees will be paid for such overtime as straight time.
- b. Overtime, which an exempt employee works to accomplish the normal requirements of his/her position, is considered casual and is not compensated.

3. Overtime Meal Allowances

- a. Reasonable costs for one meal may be provided to each nonexempt employee who is required to work beyond his/her regular shift because of unscheduled overtime when total time including his/her scheduled shift is at least 10 hours. An additional meal allowance may be paid for each consecutive 6 hours of work performed thereafter, provided the work is to continue after each period.

- b. Exempt employees may be reimbursed, within reasonable limits, for meals purchased in connection with uncompensated overtime.

G. Night-Turn Bonus

Exempt and nonexempt employees who are assigned to a night turn shift (with regular quitting time between 9:00 p.m. and 9:00 a.m.) will receive a 10 percent night-turn bonus for all work performed. Such premium will be computed on the employee's basic salary and any payments for compensable overtime.

H. Severance Benefits

In the event of reduction-in-force, severance benefits will be administered in accordance with the Westinghouse Government Services Group (WGSG) Involuntary Separation Plan for non represented employees or the WGSG Employee Security and Protection Plan, for union represented employees as prescribed in the WGSG Benefit Plan Documents. Nonexempt and exempt employees, including management employees, who have one or more years (for non-represented employees) or two or more years of service (for union represented employees), and are laid off from the Active Roll are eligible for benefits provided in the WGSG Involuntary Separation Plan or WGSG Employee Security and Protection Plan for union represented employees. The Manager, Human Resources, shall, at the time layoffs occur, advise the DOE regarding the potential cost of benefits which may accrue under this Plan. In the event of plan modifications the contractor will obtain the contracting officer approval of such changes.

I. Payments After Death of Employees

- 1. Upon approval of the Contractor's General Manager, an employee's salary may be paid for two weeks following the date of employee's death.

If a deceased employee's period of eligibility service exceeds five (5) years, the Contractor's General Manager may approve an additional two (2) weeks base salary providing death was not preceded by an illness of more than (1) month during which the employee was carried on the salary roll.

- 2. Payment shall also be made for accrued vacation not taken by the deceased employee.
- 3. In the event an employee dies while on temporary assignment or on permanent assignment of two years or less duration, the transportation and living expenses incurred in returning his/her survivors to the originating location will be allowed as well as return of the body if the next of kin so desires. All household and personal effects will be packed and shipped to the originating location or an amount may be paid equivalent to such costs in event the survivor specifies a location more distant than the originating location.

IV. LABOR RELATIONS

A. Collective Bargaining

The Contractor shall respect the right of employees to organize, form, join, or assist labor organizations, bargain collectively through representatives of the employees' own choosing, and to engage in other concerted activities for the purpose of collective bargaining and also the right to refrain from such activities.

Costs of wages and fringe benefits to employees represented by collective bargaining units and all other costs and expenses incurred pursuant to the provisions of collective bargaining agreements and revisions thereto are allowable costs.

The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to any negotiation concerning any collective bargaining agreement or revision. The Contractor shall keep the Contracting Officer advised of significant developments during any negotiations.

The Contractor shall promptly advise the Contracting Officer of labor relations developments involving the Contractor or any subcontractor on a government-owned or operated site which appears likely to lead to a work stoppage or appears to involve: the National Labor Relations Board at any level; referral to the Energy Labor-Management Relations Panel; lawsuits under the Labor Management Relations Act of 1947, as amended, or other Federal or State labor law; or any grievance which reasonably may be expected to be referred to arbitration under a collective bargaining agreement. The Contractor will promptly inform the Contracting Officer regarding the nature and amount of any potential award or settlement exceeding \$10,000 to be decided in favor of the employees. The Contractor will provide the Contracting Officer copies of arbitration awards.

Initiation of any action by the Contractor under the Labor Management Relations Act of 1947, as amended, and/or involving the National Labor Relations Board shall have the prior approval of the Contracting Officer.

- B. Collective Bargaining Agreements: The Contractor currently has an agreement with the United Steel Workers, October 1, 2005 through September 30, 2009.

V. GROUP BENEFITS, INSURANCE PLANS, AND LEGALLY REQUIRED PAYMENTS

A. Policy/Objectives

1. The Contractor will design and administer benefit programs to attract, retain, and motivate competent and productive employees to support the mission at WIPP. The program shall be:
 - a. Competitive with the external labor markets.
 - b. Cost-effective and within criteria prescribed by DOE.
 - c. Compliant with all applicable laws and regulations.
2. Benefits program costs directly attributable to benefits provided to Contractor employees or Contractor retirees, as well as reasonable administrative costs, will be allowable under this Appendix A. Allowable insurance costs incurred in connection with the plans shall be all costs under the above plans which are

applicable to the work under the Contract and which are in excess of the employee's or retiree's level of premium contribution.

3. The Contractor may provide employees the provision of making required benefit plan contribution payments on a pre-tax basis consistent with Section 125 of the IRS Tax Code.
4. DOE will recognize, as an allowable cost under this Contract, any and all costs, fines, penalties, retroactive salary adjustments, and/or charges resulting from the practices of: (1) reducing exempt employees' paid leave accruals for absences of less than whole workdays, and (2) paying exempt employees straight time overtime and shift differential.

B. Exempt and Nonexempt/Nonbargaining Benefits Program

The Contractor shall:

1. The Contractor shall submit to the Department of Energy either a Benefit Value Study or an U. S. Chamber of Commerce (COC) Employee Benefit Survey Comparison based on facility size.

A. Benefit Value Study

- a. Conduct a benefit value study every three-(3) years using agreed upon actuarial methods. This study:
 - b. Shall be valid for three (3) years.
 - c. Must produce results that fall within the range of acceptable values. If not, the Contractor will submit an action plan to bring the benefit programs into conformance.
 - d. Must include a list of not less than fifteen (15) participants to be a part of the study. The list must be mutually agreed upon by the Contractor and DOE and should include organizations in the same industries from which the Contractor competes for employees. The participant list should remain constant from period to period.
 - e. Shall include all non-statutory benefit plans offered by the Contractor, including pension plans, welfare benefit plans, and paid-leave plans.
 - f. Shall utilize participant comparison data that is current.
 - g. Must be performed by a national consulting firm with expertise in benefit value studies.
 - h. Shall include a complete copy of the methodology used to define each benefit plan, a description of the benefit plans, a list of survey respondents and the actuarial assumptions.

U. S. Chamber of Commerce (COC)

If the COC is utilized, by March 1 of each year, the contractor shall provide to the Contracting Officer a completed COC survey, including a comparative analysis to the COC survey data, utilizing either the all industries data or the data from a single Service Industry Code (SIC) that has been agreed to by the Contracting Officer. The calculated per capita benefits cost per full-time equivalent employee shall be compared to the most recently published COC survey benefit year.

2. The contractor shall obtain prior approval for changes to the benefits plan, which would result in an increase in costs to the government.
3. Determine the value of the current benefit program costs as compared to the specified range of acceptability defined by the benefits value study as follows:
 - a. The Contractor and Contracting Officer shall review the total compensation package to include pay levels in relationship to the market, with full consideration to paid rate to market positions, and the average net benefit plan value. Based on this review, the Contractor and Contracting Officer shall mutually agree whether or not additional consideration of the average net benefit plan value in the context of the total compensation package is necessary.
 - b. When the Contractor's net benefit plan value does not exceed five percent (5%) of the average net benefit value as determined by the benefit study, the program costs shall be considered within the range of acceptability and no further action will be required on the part of the Contractor.
 - c. When the Contractor's net benefit plan value falls within a range that is greater than five percent (5%) and up to ten percent (10%) of the average net benefit value as determined by the benefit study, an action plan to achieve conformance with the range of acceptability will be required, unless otherwise justified and approved in writing by the Contracting Officer.
 - d. When the Contractor's net benefit plan value exceeds ten percent (10%) of the average net benefit value as determined by the benefit study, an action plan to achieve conformance with the range of acceptability is required. Any action taken will be implemented in a manner so as to preclude disparate impact to nonbargaining employees.

4. Apply the provisions of the benefit plans as follows:

a. Group Insurance

- 1) The Contractor has made available to its exempt and NENB employees at WIPP the following insurance benefits:
 - Basic Life Insurance – Life insurance coverage for employees that provides death benefits
 - Weekly Accident and Sickness Benefits – Partial income replacement benefits if an employee becomes totally disabled.
 - Accidental Death or Dismemberment Benefits – Accident insurance coverage for employees that provides benefits for certain accidental injuries or death.
 - Travel Accident Insurance Benefits – Accident insurance benefits if an employee is killed or seriously hurt while traveling on corporate business.
 - Health and Welfare Benefits – Comprehensive health care coverage for employees and their eligible dependents. Includes medical, vision, mental health and substance abuse treatment, and prescription coverage.
 - Group Dental Insurance – Comprehensive dental and routine preventive care coverage for employees and their eligible dependents.
 - Personal Accident Insurance Coverage (Employee) – Accident insurance coverage for employees that provides benefits for certain accidental injuries or death.
 - Personal Accident Insurance Coverage (Family) – Accident insurance coverage for eligible dependents that provides benefits for certain accidental injuries or death.
 - Health Care and Day Care Spending Accounts – Pretax method to pay for IRS eligible health care and dependent care expenses for the employees and their eligible dependents.
 - Dependent Life Insurance – Life insurance coverage for spouses and dependent children
 - Long Term Disability – Income protection benefits for employees who become totally disabled
 - Long Term Care – Coverage to help with the expenses of long-term care services when you are unable to care for yourself (i.e., nursing home, adult day care, assisted living)
 - Group Universal Life Insurance – Additional life insurance benefits for employees
 - Long-Term Care Insurance – Coverage to help with the expenses of long-term care services (i.e., nursing home, adult day care, assisted living)
 - Retiree Pre-Medicare Health and Welfare Benefits – Continuation of company health care for retirees and eligible dependents. Includes medical, vision, mental health and substance abuse treatment, and prescription coverage.
 - Special Programs with Medicare – Coverage for hospital program and prescriptions for retirees and their spouses who become eligible for Medicare. The hospital program pays benefits for hospital confinements for sickness or injury that is not job related.
 - Pre-Medicare Dental Coverage – Comprehensive Dental coverage for retirees and spouses who are not Medicare-eligible, and eligible dependent children.
 - Retiree Basic Life Insurance Coverage – Life insurance coverage
 - Retiree Group Life Insurance – Additional life insurance coverage for retirees

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- 2) Pro-rata portion of dividends, returned premiums, or other credits which may accrue to the group insurance program shall be credited to the portion of the Contractor's contributions allowable under this Contract.
- 3) In the event of the termination or expiration of this Contract, all liabilities and costs associated with the Retiree Comprehensive Medical Insurance plans shall be assumed by the DOE and/or a successor contractor.

RETIREMENT

A. WTS Pension Plan

1. Westinghouse Government Environmental Services Company LLC (WGES) is the majority owner of Washington TRU Solutions LLC (WTS). The segment of the WGES business operated by WTS was previously operated as the "Waste Isolation Division" (WID) and Westinghouse TRU Solutions of WGES. The entire business operated by WGES, including what is now known as the Washington TRU Solutions Pension Plan for the benefit of many of its employees, including those now in the WTS segment. In anticipation of the divestiture of its industrial businesses, including what is now the WTS segment, and pursuant to an agreement with the DOE, CBS established the Waste Isolation Division Pension Plan (the WID Plan) as a separate defined benefit pension plan effective August 31, 1998, and transferred certain liabilities and assets from the Westinghouse Pension Plan to the WID Plan. When WGES acquired its business from CBS, it also acquired the WID Plan. In connection with that acquisition, the WID Plan was amended and restated effective April 1, 1999. WGES has continued to maintain the WID Plan for the benefit of the employees of its WID segment. With the transition of operations from WID and Westinghouse TRU Solutions to WTS, WGES will continue to provide a pension plan for employees of its WTS segment, but has changed the name of the plan from the Waste Isolation Division Pension Plan to the Westinghouse TRU Solutions Pension Plan, then to the Washington TRU Solutions Pension Plan (the WTS Plan). Employees, excepting part-time employees or casual employees who are regularly scheduled to work less than 24 hours per week, are eligible to participate in the plan within the restrictions specifically defined in the WTS Plan document. The WTS Plan shall be separate from the Westinghouse Government Services Group Pension Plan, and its associated trust (the WTS Pension Trust) shall be separate from the Westinghouse Government Services Group Pension Plan Trust (the WGSG Pension Plan Trust) under the existing Westinghouse Government Services Group Master Pension Trust (the Master Trust). The WTS Plan shall include the WTS segment participants except those terminated vested, or retired prior to January 1, 1991. The terms and conditions of the WTS Plan, as set forth in the Plan document dated April 1, 1999, and amended December 30, 1999, and modifications thereof, are incorporated herein and made a part hereof as fully as if set forth in the Appendix A. Any revision or termination of the Plan, and modifications thereof, shall be subject to approval of the Contracting Officer.

WGES shall submit to the DOE copies of the pension plan documents and amendments thereto, the summary plan description, annual actuarial valuation, annual accounting report, annual IRS Form 5500 tax package concerning the WTS Plan and the periodic favorable IRS determination letter. The actuarial valuation report of the WTS Plan shall include a funding standard account, gain/loss analysis, itemization of amortization basis by source, and amortization schedule.

The plan sponsor will pay from the pension assets those administrative costs which are incurred under the WTS Plan, and which are payable from the WTS Pension Trust. The administrative costs incurred under the WID Plan which are not payable from the WID Pension Trust shall, if reasonable, be allocable to and allowable under this contract. DOE will reimburse WGES for IRS penalties and excise taxes allocable to the WID Plan only to the extent that they result from DOE actions or inaction. WGES shall submit to the Contracting Officer the annual benefit and administrative costs of the WTS Plan.

To maintain the separate WTS Plan.

- a. The DOE is responsible to the WTS Plan sponsor for reimbursement of any excess of liabilities over assets. Any excess of assets over liabilities are to the benefit of the DOE.
 - b. The normal costs, actuarial liabilities, and the required contributions will be computed on the basis of any individual actuarial cost method which is acceptable to the IRS and DOE. Required contributions shall be reimbursed by the DOE to the WTS segment for ultimate payment to the WTS Pension Trust.
 - c. The total cost of annual maintenance of the WTS Plan shall be allowable under and allocable to this contract.
2. In the event of completion of this contract or termination of the performance of the work thereunder in whole or in substantial part; and the absence of a successor contractor, the Contractor and the Contracting Officer shall meet to determine the fate of the plan. The preferred option will be a merger of the plan with another DOE-site plan sponsored by another DOE contractor. Such a merger shall involve a transfer of all assets and all liabilities of the plan to the other DOE-site plan and shall satisfy the requirements of A4.d below. the DOE will work with the contractor on obtaining a waiver. Should such a merger prove to continue the plan as a wasting trust or to terminate the plan as specified in A4.a. below.
- a. The difference between the market value of the WTS Plan assets and the liability referenced above represents the net resulting adjustment of previously determined pension costs. Such net resulting adjustment shall be credited with simple interest at the three month Treasury Bill rate in effect at the date of the event for the period from the date of event to the payment of the adjustment to the appropriate party. Any net resulting adjustment due to the DOE under this paragraph A.2 shall be guaranteed by WGES assets.
 - b. If the WTS Plan assets are not sufficient to provide for such liabilities, DOE shall be responsible to fully and promptly reimburse the contractor for the additional contributions to the WTS Pension Trust required to eliminate the unfunded liability.
3. In the event DOE should enter into a contract with a replacement contractor for the purposes of performing all or a substantial part of the management and operation of the Waste Isolation Pilot Plant (WIPP) now performed by WGES under this contract, WGES shall assist in the necessary arrangements for the replacement contractor to assume all liabilities and all assets of the WTS Plan. For employees transferred to the replacement contractor, WGES shall assist the DOE in the calculation of participants' pension service time under the contract by carrying forward their WGES service time to the replacement contractor. Granting of prior WGES service credit by the replacement contractor shall not result in duplicate benefits for the same service time.
4. In the event of plan termination;
- a. Plan liabilities shall be determined in accordance with methods, assumptions and procedures acceptable to the Pension Benefit Guarantee Corporation (PBGC), and as agreed to by the parties. The Contract may satisfy plan liabilities to plan participants by a method acceptable to the PBGC.

including the purchase of annuities or making lump sum distributions. If annuities are purchased, the Contractor shall, to the extent possible, obtain at least five insurance company bids on the open annuity market. Insurance companies bidding for this business shall satisfy Department of Labor standards and shall have an A.M. Best rating of at least A+.

Any assets remaining after full satisfaction of such plan liabilities (net of any excise and income taxes) ultimately shall be credited to the DOE under the contract. If plan liabilities exceed plan assets, DOE shall reimburse WGES the excess of plan liabilities over plan assets.

- b. If a partial plan termination occurs, as determined by the IRS, the affected participants will become 100 percent vested in their accrued benefits.
 - c. Whenever possible, if Plan termination or merger accompanies contract termination, WGES and DOE shall arrange for the transfer of the WTS Plan to a defined benefit plan of a successor contractor or to a separate contract administered by a financial institution.
 - d. In no event shall the merger of the WTS Plan and Trust with another pension Plan diminish the assets of the WTS Plan or change valuation and accounting procedures for those assets or the settlement procedures under paragraph A.2., paragraph A.3 or paragraph A.4 herein.
5. All costs incurred by WGES to effect events pursuant to subparagraphs A.2, A.3, or A.4 (above) shall be allowable under and allocable to this contract. These costs shall be separate from and in addition to the annual payment for general and administrative expenses provided to WGES under this contract.

B. Westinghouse Government Services Group Savings Plan

All employees are eligible to participate in the Westinghouse Government Services Group Savings Plan (the WGSG Savings Plan) immediately upon employment. An active participant may elect to contribute from 2 percent to 20 percent of base earnings, in increments of 1 percent, on an after-tax basis, a pre-tax basis, or a combination thereof. At the end of each calendar month, for each dollar an active participant contributes in that month on either an after-tax basis or a pre-tax basis, WGES shall contribute 50 cents to the participant's Employer Match Account, subject to a maximum employer contribution of 3 percent of the participant's base earnings for that month.

In the event of the completion of this contract, or termination of the performance of the work thereunder in whole or in substantial part, any funds not allocable to vested contract service of participants in the WGSG Savings Plan shall be credited to DOE. Thus, WGES shall credit to DOE non-vested DOE contributions for those employees who withdraw from the plan and all DOE contributions paid towards periods beginning on or after the contract termination date. For periods beginning before the contract termination date, WGES shall submit to the DOE an annual accounting of such reductions.

While this contract is in force, WGES will provide DOE with all legally required filings, and an annual accounting of the number of participants, aggregate salaries, and aggregate forfeitures pertaining to the WTS segment.

The terms and conditions of the WGSJ Savings Plan, as set forth in the "Westinghouse Government Services Group Savings Plan dated April 1, 1999, and modifications thereof, are incorporated herein and made a part hereof as fully as if set forth in this Appendix A.

C. WTS Executive Pension Plan

1. WGES currently maintains a supplementary executive pension plan which provides certain individuals with pension amounts in excess of those provided by the various plans sponsored by WGES and its predecessors. Benefits under this Plan are paid on a pay-as-you-go basis. Accrual of additional benefits under the Plan will cease effective July 1, 2001. No new participants will be eligible to participate in the Plan after February 1, 2001. The terms and conditions of the Plan are set forth in the Westinghouse Government Services Group Executive Pension Plan executive summary and plan description, which is incorporated herein and made a part hereof as fully as if set forth in this Appendix A. Any revision of the Plan, and modifications thereof, applicable solely to employees of the WTS segment, shall be subject to the approval of the Contracting Officer. Allocable cost of the WTS segment under this Plan shall be allowable under this contract. The WTS share of administrative costs incurred under the Plan shall be allocable under and allowable to the contract.

In implementing the foregoing, the parties agree that WGES shall determine the actuarial accrued liability for active and retired employees allocable to the WTS segment who are participants in the Plan by using the actuarial assumptions then being employed by the actuary in the annual valuation of the Plan. Such liability shall be based on benefits accrued based on service to the date of the event.

2. Such payments to the DOE, pursuant to the above paragraph C.1, shall be recovered by the DOE through reduction of payments or reimbursements otherwise due from the DOE to WGES under this contract until such time as the payments due to the DOE have been fully liquidated, or in such other manner and over such period of time as WGES and the DOE may mutually agree.

D. Other Post-retirement Benefit Plans

1. Current Plans for Current Retirees

The WTS retirees, including pre-1991 retirees, will continue to participate in the existing plans, as set forth in the FY2005 Retiree Summary Plan Description, which is incorporated herein and made a part hereof as fully as if set forth in this Appendix A. The government recognizes its responsibility for these costs, and funds them on a pay-as-you-go basis.

2. Contract Transition

Depending on the situation, the following procedures shall apply:

- a. No Replacement Contractor. In the event the contract expires or is terminated without a replacement contractor, the outgoing contractor shall continue as plan sponsor and administrator of existing benefit programs unless the DOE determines that it is not in the best interest of the Government.

In accordance with the DOE-approved contractor benefit plans, the outgoing contractor shall provide benefit continuation on a funding basis acceptable to the parties. Negotiated arrangements may include, but are not limited to, any of the following items or combinations thereof:

- (1) A lump-sum payment by the DOE to the outgoing contractor
 - (2) Paying a third party such as an insurer with DOE funds to guarantee benefit payments
 - (3) Continuing benefit payment obligations on a pay-as-you-go basis with DOE funds
- b. Replacement Contractor Situation. When there is a replacement contractor, WGES shall assist in the necessary arrangements for the replacement contractor to assume the post-retirement benefits liabilities for all active, retired, and service-eligible participants, as such liabilities exist at the time of transition to the replacement contractor. Nothing in this paragraph is intended to prohibit a replacement contractor from providing post-retirement benefits on different terms or at different levels following the transition. DOE will consider funding the post-retirement benefits by means of a VEBA or some similar method that will comply with any future changes in CAS regulations.

For purposes of this section, the post-retirement benefits liability shall be determined by the WGES actuary in accordance with the principles and methods of Financial Accounting Standard (FAS) 106, and assumptions, appropriate as the date of the contract transition, jointly agreed upon by WGES and the DOE.

VII. PAID LEAVE

A. Holidays

A total of ten (10) holidays will be observed annually, of which 9 (nine) of the days will be traditional scheduled holidays, and the tenth holiday will be a floating holiday. Employees will be paid for their regular scheduled hours at their base rate to include applicable night-turn bonus. The schedule of the nine holidays to be observed annually will be provided by the Contractor to the Contracting Officer, prior to December 15th of the year before the holiday schedule is to be effective. The tenth holiday will be taken as determined by each employee's individual preference and as mutually agreed-upon by the employee and their manager.

B. Vacation Eligibility Requirements

1. a. Employees will be entitled to vacation with pay (including shift differential which the employee would have received had he/she worked during the vacation period) on a calendar year basis hereinafter called the "vacation year" in accordance with the contractors vacation schedules. Any modifications to the vacation eligibility requires contracting officer approval as follows:

<u>Years of Service</u>	<u>Amount of Vacation</u>
After 30 days less than 1 year	40 hours
1 year accumulated service, but less than 6 years	80 hours
6 years but less than 7 years	90 hours
7 years but less than 15 years	120 hours
15 years but less than 20 years	160 hours
20 years but less than 30 years	200 hours
30 years or more	240 hours

- b. WTS employees are eligible to carryover up to 80 hours of earned vacation to the next calendar year. The vacation carryover will be administered by the contractor.
2. The vacation or vacation allowance in each vacation year to which an employee shall be entitled under the above schedule shall be equal to the totals of:
 - a. The vacation to which the employee's continuous service as of the last scheduled workday in the last workweek of the immediately preceding calendar year entitled them, and
 - b. Any additional vacation to which their continued accumulation of continuous service shall entitle them during the vacation year.

General Vacation Conditions

1. Vacation may be taken in minimum increments of one-half hour.
2. An employee who retires from active service has the option of taking vacation for which he/she is eligible prior to his/her retirement date or to receive vacation pay in lieu of time off.

3. If an observed holiday occurs during an employee's vacation period, the day will be paid as a holiday and will not be considered a vacation day.
4. It is the responsibility of management to see that all employees take these allotted vacations.
5. When an employee is removed from the active roll for any reason, payment for vacation not taken for the current year will be made if the employee has qualified for it.
6. The Contractor may request employees to waive vacations due them when conditions make it necessary. In such cases, payment in lieu of vacation will be made at the end of the calendar year, with approval by the General Manager.
7. Unearned vacation shall not be advanced to employees, except as approved in advance by the Contracting Officer.

D. Basis of Vacation Payment

Vacation payments will be made on the following basis:

All payments will be based upon the greater of (a) the employee's regular rate in effect at the time the vacation begins; or (b) the employee's regular rate in effect during the last fiscal week worked by the employee during the year preceding the vacation year. However, if the employee's regular rate is increased during the vacation period, the rate shall apply from the effective date of the increase through the remainder of the vacation.

E. Occupational Disability Leave - Employees

An employee who is unable to perform work due to an accidental injury or occupational illness arising out of and in the course of employment may be entitled to benefits under Worker's Compensation. The Contractor may pay occupational disability leave as a supplement to any payments under these laws for such period of time that is consistent with the Contractor's established policies when, in the judgment of the Human Resources Manager, it is deemed advisable. Unless the prior approval of the Contracting Officer is received, no employee shall be granted occupational disability leave beyond that last day of the calendar month in which the completion of six (6) months of continuous total disability occurs.

F. Non-occupational Disability Leave

1. Occasional Absences

Exempt and nonexempt salaried employees are paid full salary benefits for short-term, occasional, non-occupational, and disability absences. Absences are payable to the extent that extended salary payments, below, are applicable.

If the overall absentee rate (computed using Bureau of National Affairs (BNA) or Commerce Clearing House (CCH) methodology) exceeds 3.2% of base work hours for any fiscal year, this provision will be subject to discussion and re-negotiation.

2. Extended Salary Payments

- a. When an employee is absent from work for an extended period due to sickness or disability, salary payment shall continue for following periods:

Less than one year eligibility service - one week.

One year eligibility service - one month.

More than one year eligibility service - one month plus one additional month for each five years of eligibility service.

- b. The period for which salary payments are continued begins on the first regular working day on which the employee is absent and shall continue for one (1) calendar week or month (whichever applies) including Saturdays, Sundays, and holidays, from the date such absence begins.

- c. Reimbursement of extended salary payments beyond four months requires approval by the Contracting Officer.

G. Military and Emergency Duty Leave

1. Training

Full time employees who are reservists in the armed forces of the United States or who are National Guard members and who have short-term military training obligations, such as annual training, will be granted fifteen (15) workdays of leave per fiscal year to satisfy their obligation. During this time, only the amount by which the employee's prorated salary exceeds the military base pay is reimbursable under the contract.

Military training in excess of fifteen (15) working days during a fiscal year will be granted as leave without pay or as vacation, at the employee's option.

2. Emergency Duty

Full time employees who are members of the National Guard and who are called for emergency duty in their state will be granted up to one hundred and sixty (160) hours of paid leave per fiscal year. During this time, only the amount by which the employee's prorated salary exceeds the military base pay is reimbursable under the contract.

3. Military Leave of Absence Benefits Provisions

- a. All time spent under the military leave of absence will be fully credited for purposes of pension calculations upon return to active employment with the Contractor.
- b. An employee contributing to the Westinghouse Pension Plan may continue to contribute while on military leave of absence.
- c. Medical and Dental Health Care coverage's cease as of the commencement date of the military leave of absence. Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation will apply as required by Federal Law.
- d. Medical and Dental benefits for covered dependents may be continued during the military leave of absence. The regular employee contributions, in advance, are required. Dependent life insurance benefits and family covered under the Personal Accident Insurance Plan may be continued during the military leave of absence period.
- e. Payment for unused earned vacation is allowable if made at the beginning of the employee's military leave.

H. Death-in-Family Leave

An employee who is absent from work because of a death in the immediate family (as defined by this Personnel Appendix A) will be paid for time lost, up to a maximum of three consecutive regularly scheduled workdays, except for in the case of a spouse, child, stepchild, foster child, employee's parent or stepparent, or parent-in-law, where a maximum of five consecutive regularly scheduled workdays will be paid for time lost.

I. Jury Duty or Attendance in Court

Salaried employees serving on jury duty or attending a proceeding of a court or governmental agency in response to a subpoena served on the employee in a case to which the employee is not a party, and in which the employee has no direct or indirect interest, shall be paid their regular salary. No deduction shall be made for amounts received from the court or agency. It is expected that such employees will report for their regular duties when temporarily excused from attendance.

J. Public Emergency Leave

Employees may be granted time off with pay during a public emergency which effectively prevents their attendance at work or the continuance of work in a normal and orderly manner. A public emergency includes a natural disaster (such as fire, flood, earthquake), a man-made disaster (such as a demonstration, riot, or act of sabotage), or inclement weather. Authorization for time off with pay for such emergencies will be made by the General Manager with notice to DOE. If such time off with pay will exceed eight hours, DOE approval is required.

VIII. UNPAID LEAVE OF ABSENCE

A. Leave of Absence Schedule

Leave of absence applies to a continuous period of 30 days or more away from work where the intent is to reinstate the employee at the expiration of leave period.

1. A leave of absence may be granted for certain personal reasons in accordance with Company policy, as follows:

<u>Service</u>	<u>Maximum Leave Period</u>
Less than 1 year	None
1 to 2 years	1 month
2 to 3 years	2 months
3 to 4 years	3 months
4 to 5 years	6 months
5 years or more	1 year

2. Leaves of absence for education may be granted to pursue degrees in areas of benefit to the Company. Such leave may be granted when participation in the tuition refund programs is impractical. Education leave may be granted in one-year periods, maximum, not to exceed three years total, provided the employee agrees to return to the employ of the Company.
3. Employees may also be granted leave to serve in elected or appointed public office, as governed by applicable laws.
4. All requests of leave are reviewed by the Human Resources Manager, considering reason for the request, the effect the leave will have on productivity, and the employee's performance record. Leave will not be granted to accept employment with another employer or enter self-employment.
5. However, leave without pay of over six months requires Contracting Officer approval.

B. Unpaid Family and Medical Leave of Absence (UFMLA)

WTS will administer FMLA benefits in accordance with the federal Family and Medical Leave Act of 1993.

The allowable DOE reimbursed health care benefits will not be extended beyond 12 weeks. In cases where employees on FMLA fail to return to work, the contractor will make good faith efforts to recover the employer's portion of the premium paid to maintain the employee's group health coverage.

C. Active Duty

1. Any employee who is drafted or volunteers in the armed services of the United States, in the time of national emergency, or who is called to active duty as a reservist, is considered to be on extended military leave without pay.

2. Reinstatement

Employees on military leave are entitled to veterans' re-employment rights as established by Federal Law.

IX. TRAINING AND EDUCATION

A. Employee Training

1. Training programs may be conducted at the Waste Isolation Pilot Plant Site or elsewhere, as required, to increase employee skills and efficiency, to develop techniques for solution of operating problems, and to prepare participating employees for increased responsibility. This will include training of a kind and nature generally equivalent to that provided in other organizational components of WTS.
2. Training programs may include, but are not limited to, workshops, job training, supervisory training, executive development, professional organizations, and seminars.

B. Educational Programs

1. Educational Programs

WTS encourages employees to continue their formal education through realistic part-time study to improve their effectiveness in their present jobs and prepare themselves for positions of greater responsibility.

To be eligible, an employee must obtain written approval for participation in the training from the immediate supervisor and educational program administrator. Evidence of satisfactory completion of the training course and proof of payment must be submitted to obtain reimbursement. Reimbursable costs include: tuition fees, compulsory fees, registration fees, laboratory fees, and required books.

Employee participation is strictly on a voluntary basis, and all classroom work, homework assignments, and related activities must be done outside the employee's working hours.

If other Government financial assistance—such as G.I. Bill—is available, it shall be used first. The Contractor will reimburse any authorized cost portion not covered by such sources, at successful completion of the courses

Educational Assistance Programs include:

1. Degree Programs

- a. Advanced degree programs for all employees where that skill is beneficial to the career development in the DOE Contractor's organization.
- b. Associate/Bachelor degree programs for those employees when the programs are either:
 - i. Related to the employees present job or occupational field.
 - ii. Related to specific needs that can be foreseen in the future.

2. Non-Degree Programs and Single Courses

- a. Job-related courses which bear a concrete relationship toward maintaining or improving the employee's present job skill or contributes to the career development of the employee. These would include refresher courses for engineers seeking to qualify as registered professional engineers.
- b. Courses which have a definite relationship with the next job in the logical development of an employee's career.

X. EMPLOYEE PROGRAMS

A. Physical Examinations

1. Medical costs incurred by the Contractor are allowable for pre-placement, fitness for duty, termination and return from disability.

B. Medical Program

A dispensary is provided for medical care of occupational illness and injuries and to provide relief for minor physical complaints of employees. A registered professional nurse will be in attendance during first shift working hours and an Emergency Service Technician on 24-hour call.

C. Clothing and Equipment

The Contractor will furnish employees with safety shoes, safety glasses, special and/or protective equipment, and specified clothing for use at the job site when, in the opinion of the Contractor, working conditions are such that special protective measures are necessary to promote safety, sanitation and protection. The original cost of the equipment and apparel as well as the laundering and maintenance are allowable cost.

1. An employee who is furnished and/or in control, of such items may be required to pay for any loss, damage, or destruction thereto that is clearly attributable to the employee's negligence or lack of reasonable care.
2. Personal items damaged as a result of accident or other uncontrollable occurrences are reimbursed to employees only upon approval by the Manager, Human Resources.

D. Invention and Patent Awards

The cost of Invention and Patent Awards made by the Contractor's Patent Committee in accordance with the following will be allowable:

1. Payment for an "Invention Award" of \$300 is made to a sole inventor or, in the case of a joint invention, \$500 divided among the joint inventors, when authorized by the Contractor's Patent Committee. The "Invention Award" will be paid to:
 - a. Contractor employees,
 - b. Annuitants serving the Contractor as consultants,
 - c. Persons separated from the Contractor's payroll for any reasons including retirement when the invention or discovery was made or conceived prior to the date of separation or retirement.
2. Payment of a "Patent Award" of \$300 is made to each inventor upon the issuance of a U. S. Patent. A Patent Award for multiple inventors of a single patent shall be limited to a total of \$2,500 or as otherwise approved by the Contracting Officer. The "Patent Award" will be paid only to Contractor employees, annuitants and annuitants serving the Contractor as consultants. Patents issued to the

U. S. Government on these inventions will be counted in determining eligibility for "Patent Awards" as will "allowed" patent applications which do not issue because of security classifications.

3. The Patent Committee may authorize payment of a "Meritorious Disclosure Award" in the amount of \$100 to a single inventor or \$150 to be divided among two or more inventors. The criteria to receive and be eligible for the award are the following:
 - a. The intent of the disclosure must contain an original inventive idea that solves a problem.
 - b. The disclosure must have been dispositioned by the committee as "not to file at this time."
 - c. The Patent Committee must decide unanimously to award the inventor(s) a Meritorious Disclosure Award.
 - d. Recipients of the award must be either employees or retirees of WTS at the time the award is to be presented.
4. When an invention is deemed to have made a major contribution to the work program, payment of a "Special Patent Award" may be made. The Contracting Officer's approval of any such payments will be required on an individual basis.
5. In addition to financial awards, inventors are presented with certificates for the 5th, 10th, and 25th patent issued and a plaque for the 50th patent issued.
6. Awards are paid to the individual over and above any other payment for salaries, etc.

E. Business and Staff Meetings

The costs associated with business and staff meetings, training seminars, and/or business conferences, held at locations other than WIPP facilities, relating to DOE programmatic business shall be allowable provided such costs are incurred in accordance with WTS established policies.

F. Miscellaneous Personnel Items

1. The Contractor is authorized to subcontract for the operation of the cafeterias for the WIPP facilities and to contract for the installation and servicing of vending machines/canteens at the site. These cafeteria and vending services shall be available to all personnel working at the facilities.

If the operation of a cafeteria/lunchroom results in a net expense, income from the vending machine subcontract will apply to the extent necessary to defray the cost of the cafeteria/lunchroom operation. Any net administrative costs of providing these services are allowable under this contract.

The Contractor will not permit the operation of any cafeteria/ lunchroom/vending services for the benefit of any employee or employee association. Where applicable, provisions of the Randolph-Shepherd Act will apply to vending/canteen operations.

2. Bulletin boards are used as a medium for informing employees promptly as to changes in policy, procedure, and matters of general interest. The Contractor provides uniform bulletin boards for posting such notices. Control of the material displayed is the responsibility of Human Resources.

Employee handbook(s) will be developed and used to codify responsibilities, rights, and benefits applicable to all WTS employees at WIPP.

Additional communications media to be used to keep employees advised include, but are not limited to, general mailings to employees and their families at their homes. The cost of providing the communications listed above is allowable.

3. The cost of service awards is allowable through a fund that shall be established annually with the approval of the Contracting Officer. Any changes in the awards, price lists or the WTS service recognition program shall be furnished to the Contracting Officer.
4. The cost of employee safety programs, awards for continuous service or perfect attendance and management awards shall be allowable. The nature and extent of such programs shall be discussed in advance with the Contracting Officer and the total amount annually budgeted for such programs shall be subject to the approval of the Contracting Officer.
5. The Contractor will provide on limited basis transportation to the WIPP site to employees to decrease the number of vehicles on the highways and conserve energy. Transportation will include, but not be limited to, vans and/or buses.
6. Reasonable costs of an Employee Assistance and Wellness Program, providing counseling and referral for outside assistance in dealing with personal problems of various kinds shall be allowable. This program shall be limited to program activities related to substance abuse, stress management, smoking cessation, financial management, family, live-in and marital counseling.

The Contractor shall submit an annual budget for the outside assistance services that will be provided each fiscal year for review and approval by the Contracting Officer.

XI. TRAVEL AND RELOCATION

A. General Policy

Allowable costs for travel expenses of employees shall include transportation and reasonable actual charges for lodging, meals, tips, and miscellaneous personal expenses, and other necessary business expenses as described in this article. However, all charges claimed by an employee for lodging and transportation by common carrier shall be supported by receipts. Where applicable, as described below, allowable costs cover the incurred moving expenses of newly-hired or reassigned employees and their family members. All foreign travel, as may be required in the performance of this contract, shall require the prior written approval of the Contracting Officer on a case-by-case basis.

B. Regular Business Transportation Allowance

1. Allowable costs for regular business travel include the use of taxis, limousines, personal automobile, rent-a-car, rail, bus, and commercial airline. (Regular business travel does not include daily travel between the employee's place of residence and his/her assigned work site.)
 - a. The allowance for the use of personal automobile on official business shall not be higher than the rate authorized in 41 Code of Federal Regulations Chapters 301, Section 301-10.303. Such allowance shall be based on the mileage between the authorized points of travel as listed in the Rand-McNally standard distance charts.
 - b. Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, and toll bridge charges. In the event two (2) or more persons travel in one (1) automobile, only one (1) mileage allowance will be paid.
 - c. The allowance for an employee on official travel who uses a privately-owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare (jet fare where applicable). Lodging and subsistence allowances will be limited to the time required as if the employee had used air transportation.
 - d. Allowable costs for the rental of automobiles shall be limited to the extent that it is advantageous to conduct of work to be performed. Compact automobiles are to be used whenever they are available and accommodate the needs of the number of travelers involved.
 - e. Allowable costs for rail travel will be actual expenditures for first class fare, pullman, including the cost of accommodations in excess of roomette fares when no roomettes are available.
 - f. Less than first-class air accommodations will be used for all airline travel except when less than first class accommodations are not reasonably available to meet the necessary duty requirements. For example, less than first-class accommodations are considered not reasonably available where less than first-class would (a) require circuitous routing, (b) require travel during unreasonable hours, (c) greatly increase the duration of the flight.

(d) result in additional costs which would offset the transportation saving, or (e) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

- g. In addition to those mentioned above, reasonable charges, if incurred in connection with the work under the Contract, will be allowed for limousine, taxi, bus, streetcar, subway fares, baggage (including excess baggage charges), telephone, telegraph costs, and such other charges as renting rooms, stenographic service, duplicating charges, and other similar items required for effective work performance. In addition to expenses incurred for telephone calls made by an employee for official business purposes, telephone expenses may also include a reasonable number of telephone calls required by such other circumstances as: (1) illness in the family, (2) bad weather conditions justifying concern by the employee's family as to the employee's safe arrival, (3) last minute changes in plans, (4) arrangements for meeting the employee upon return, and (5) long absences from home.

2. Employee Lodging, Meals, and Incidental Business Travel Expenses

- a. Except as provided in Subsection b. below, payments to an employee on company business travel for lodging, meals, and incidental expenses (as defined in the regulations cited in (1) through (3) below) shall be an allowable cost only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the:
- (1) Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States;
 - (2) Joint Travel Regulations, Volume 2, Department of Defense (DOD) Civilian Personnel, Appendix A, prescribed by the DOD, for travel in Alaska, Hawaii, and the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
 - (3) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in Paragraphs (1) and (2) of this Section 2.
- b. In special or unusual situations, contractor employees may be paid for actual expenses in excess of the above referenced maximum per diem rates provided such payments do not exceed the higher amounts authorized for Federal civilian employees as permitted in the regulations referenced in Subsection a.(1), (2), and (3) above and all of the following conditions are met:
- (1) One of the conditions warranting approval of the actual expense method, as set forth in the regulations referenced in Subsection a. above exists.
 - (2) A written justification for payment of the higher amounts is approved by the General Manager, or his designee.
 - (3) The Contractor is required to obtain advance approval from Contracting Officer, if it becomes necessary to exercise the authority to make payments based on the higher actual expense method repetitively or on a continuing basis in a particular area.
 - (4) Documentation exists to support the payment of actual expenses incurred and each employee expenditure in excess of \$75.00 is supported by a receipt. The approved justification and, if applicable, any required Contracting Officer advance approvals must also be retained.
- c. Only the coverage in the referenced regulations dealing with special or unusual situations, the maximum per diem rates and the definitions of lodging, meals, and incidental expenses are applicable to this contract.

- d. Payments for lodging, meals, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable cost to DOE.

3. Transportation, Lodging, and Subsistence Allowance (Exempt Interviewees)

Transportation, lodging, and subsistence expenses incurred by persons authorized to travel for the purpose of being interviewed for an exempt position, including spouse of prospective employee who is being considered for a key position, shall be allowable as set forth in this Section B., except that the allowances provided in Section B., Paragraph 1.g., shall be limited to limousine, taxi, bus, streetcar, and subway fares only.

C. Allowable Expenses in Connection with Exempt New Hires and Transfers

It is the intent of the parties to this Contract to apply the relocation policy as contained in this Section, to the extent herein provided, for the determination of allowable relocation costs incurred by all exempt employees and, where specifically authorized by the Contracting Officer, nonexempt employees in critical occupations, who are assigned to work under this Contract for a period of not less than 12 months.

1. Advance Trip

Allowable costs will include the costs of one advance trip for an employee who is to be transferred in order to search for suitable housing. The reasonable cost of transportation for the employee and spouse and for expenses enroute and at the new location shall be allowable in accordance with the policies set forth in Section B., above. In the event that a transferring employee is requested to report for work on such short notice that an advance trip cannot be taken, the cost of a trip for the spouse to join the employee and search for housing subsequent to the employee starting work may be allowed as an advance trip.

2. Transportation, Lodging, and Subsistence Allowance

- a. Transportation, lodging, and subsistence expenses incurred during travel and relocation by the employee and his/her immediate family shall be allowable as set forth in Section B., above. When travel is by personal vehicle, expenses shall be based upon a minimum travel of 400 miles per day, except for unavoidable delays, by the most direct and practical route.
- b. Except as otherwise approved in writing by the Contracting Officer in special cases, the payment of the aforementioned lodging and subsistence allowances for expenses in the case of employees and their immediate family members may continue after arrival at their assigned work locations for a period not to exceed 60 days for the employee and 45 days for the spouse and dependents, less the time spent on advance trips pursuant to C.1., above. Lodging allowance (temporary living quarters) refers to lodging obtained for the purpose of temporary occupancy from a private or commercial source. (from 41 CFR 302-6.1).

- c. Where an employee has been required to report for work under this Contract on such short notice that relocation of dependents and household goods is of necessity delayed, the transferee may be authorized one return trip to the point from which transferred to effectuate the move and attend to necessary personal matters. Under such conditions, the cost of the trip shall be limited to transportation expenses only.

3. Shipment of Household Goods and Ordinary Personal Effects

Actual and reasonable charges in connection with the shipment and temporary storage in transit of household goods and personal effects of employees moving to their assigned work locations are allowable. Such charges will include the cost of:

- a. Packing, crating, and unpacking.
- b. Charges for containers.
- c. Insurance on household goods and personal effects while in transit and storage that covers the insurance value range of \$40,000 coverage.
- d. Storage not to exceed sixty (60) days, except as otherwise approved by the Contracting Officer.
- e. Transportation of household goods and personal effects, not to exceed 18,000 pounds, between point of origin and destination including transportation to and from points of storage.
- f. Shipment of one automobile, if two or more are involved, not to exceed \$1,900 except in exceptional cases with approval of the Contracting Officer.

4. Movement by Trailers and of Mobile Homes

a. Movement by Trailer

The actual cost of moving personal and household effects in a private or rented truck and/or trailer at a rate not to exceed the cost of moving such items by common carrier based upon weight certification by the employee and approved by the Contractor. Weight of the truck and/or trailer shall not be included in such weight certification.

b. Movement of Mobile Home

The cost of moving an employee's mobile home will be allowed in accordance with the following:

- (1) When the employee elects to have the employee's mobile home relocated by a professional moving agency, the actual cost of transporting it will be allowed except for cost incurred for dismantling awnings and disconnecting water and sewer pipes.
- (2) If the employee elects to tow the mobile home with the employee's own vehicle, the employee may be allowed a rate not higher than the rate authorized in Section XI.B.1.a of this Personnel Appendix for driving the employee's vehicle.
- (3) The allowances specified above will be made in lieu of any payment for movement of household goods or personal property.

5. Sale of Home

a. The following costs are allowable provided the sale is consummated within twelve months after date of transfer or hire.

- (1) Closing costs (i.e., brokerage fees, legal fees, appraisal fees, points, finance charges, etc.) incidental to the disposition of actual residence owned by the employee when notified of transfer, except that these costs when added to the costs described in (2) below shall not exceed 14 percent of the sales price of the property sold.
- (2) Continuing costs of ownership of the vacant former actual residence being sold, such as the maintenance of building and grounds (exclusive of fixing up expenses), utilities, taxes, property insurance, mortgage interest, after settlement date or lease date of new permanent residence, except that these costs when added to the costs described in (1) above, shall not exceed 14 percent of the sales price of the property sold.

b. WTS Home Purchase Program

A transferred exempt employee who owns his/her own home at the location from which he/she is to be transferred may, within the established policy of the Contractor, participate in the Corporation's Home Purchase Program. Costs incurred under the WTS Home Purchase Program shall be limited to 14 percent of the sales price of the home.

c. Expenses Incident to Purchase of Home

- 1) An employee who owned a home at the old work location and who purchases a home at the new work location within twelve months from date of transfer shall be reimbursed for those expenses listed below. The amount allowed for each item shall be the actual expenses incurred, or the maximum amount indicated, whichever is less, providing the incurrence of such expenses is dictated by local custom and practice.

Reimbursement may be made to employees who did not own a home at the old location if the WTS General Manager finds that failure to own a home at the old work location

was because of circumstances beyond the employee's control. For mobile homes refer to Paragraph 7 below.

- (a) Title Search and Insurance of Abstract of Title - Not to exceed the standard title charges for such services in the area.
 - (b) State or Local Realty Transfer Stamps - Not to exceed the standard statutory rate for the municipality in which the home is located.
 - (c) Survey
 - (d) Attorney's Fees
 - (e) Miscellaneous Settlement Cost
 - (f) Recording Fees - Not to exceed the standard charge established by the local recorder's office for recording the statutory form of deed and mortgage.
 - (g) Mortgage Appraisal Fee
 - (h) Credit Report for Mortgage
 - (i) Fee for Loan Application - Not to exceed one percent of the new mortgage amount or the average charged by three leading lending institutions in the area in which the home is located, whichever amount is higher.
 - (j) Lump Sum Closing Costs - In geographic areas where it is customary to pay a lump sum in lieu of the above closing costs. Not to exceed the average charged by three leading lending institutions in the area in which home is located.
- 2) Total allowable expenses involved in the purchase of a home shall not exceed five percent of the purchase price of the home.

6. Lease Cancellation

A new hire or transferred employee who leases a residence at the location from which he/she is to be transferred may be reimbursed the costs of canceling an unexpired lease, up to six months. Reimbursement for cancellations in excess of six months shall require approval of the Contracting Officer.

7. Mobile Homes

a. Sale of Mobile Home

- (1) Mobile home and lot on which it is located. Both owned by employee—eligible for Home Purchase Plan, as set forth in Section C.5.b., above, or reimbursement for selling expenses listed in Section C.5.a., above.
- (2) Mobile home owned by employee but located on leased lot (most mobile home parks)—not eligible for WTS Home Purchase Program.

Reimbursement for selling costs limited to actual costs incurred in selling mobile home or eight percent of sales price, whichever is the lower.

- b. Lease cancellation of mobile homes and/or lots reimbursement shall not exceed one month's rental charge.

8. Miscellaneous Moving Expenses

Employees may be reimbursed for expenses normally incident to relocation, such as disconnecting and connecting household appliances; automobile registration; driver's license and use taxes; cutting and fitting rugs, draperies, and curtains; forfeited utility fees and deposits; and purchase of insurance against damage to or loss of personal property while in transit. Amounts to be paid for miscellaneous moving expenses without support or documentation of expenses for (a) either \$1,000 if the employee has no immediate family relocating with them; or (b) \$2,000 if the employee has immediate family members relocating with them.

9. Unallowable Costs

The following types of costs are not allowable:

- a. Loss on sale of a home.
- b. Continuing mortgage principal payments on residence being sold.
- c. Costs incident to acquiring a home in a new location as follows:
 - (1) Real estate brokers fees and commissions;
 - (2) Cost of litigation;
 - (3) Real and personal property insurance against damage or loss of property;
 - (4) Mortgage life insurance;

- (5) Owner's title policy insurance when such insurance was not previously carried by the employee on the old residence (however, cost of a mortgage title policy is allowable); and
 - (6) Property taxes and operating or maintenance costs.
 - d. Payments for job counseling and placement assistance to employee spouses and dependents that were not employees of the Contractor at the old location.
 - e. Costs incident to furnishing equity or nonequity loans to employees or making arrangements with lenders for employees to obtain lower-than-market rate mortgage loans (discount points).
10. Taxes Incident to Reimbursed Relocation Costs
- a. Employees may be reimbursed for increased employee income or Federal Insurance Contributions Act (26 U.S.C. chapter 21) taxes incident to allowable reimbursed relocation costs.

D. Cost Recovery

If relocation costs for an employee have been allowed and the employee resigns within 12 months for reasons within the employee's control, the Contractor shall make a good faith effort to recover such relocation costs, excluding relocation company fees, from the employee and credit them to the contract.

E. Allowable Expenses in Connection with Temporary Assignments

Exempt employees, and where specifically authorized by the Contracting Officer, nonexempt employees in critical occupations, may be placed on temporary assignments to work under the Contract. Allowable costs in such cases will be as follows:

1. Temporary Assignments of Less Than Six Months

Transportation, lodging and subsistence allowances for the employee only, as provided in Section B., above, for travel to and from the point of a temporary assignment. Expenses for an employee's immediate family will not be allowed. However, the employee will be allowed transportation costs for a reasonable number of trips to visit the employee's family as approved by the Contractor's top manager or the transportation costs for one member of the employee's immediate family to visit the employee at the temporary location in lieu of such approved trip provided the cost of such in lieu of trip will not exceed the cost that would have been incurred had the employee made the trip to visit the family.

2. Temporary Assignments of Six Months or More

- a. Temporary assignments contemplated to be of six months or more in duration shall be subject to Contracting Officer approval. WTS assignments to provide retrieval, characterization, or transportation activities at a generator site are excluded from the Contracting Officer approval requirement.

- b. Transportation, lodging and subsistence allowances as provided in Section B. for the employee whose immediate family does not accompany the employee on the assignment.
- c. For an employee without immediate family or an employee whose family accompanies the employee on the assignment, transportation, lodging and subsistence allowances, as provided in Section B. for the employee and immediate family for travel to and from the point of a temporary assignment. Payment of said allowances may continue after arrival of the employee and immediate family until they can move into reasonably adequate housing or until thirty (30) days have elapsed after arrival, whichever occurs first.
- d. Commencing with the day the employee and immediate family move into reasonably adequate housing or thirty (30) days after their arrival at the new location, whichever occurs first, a monthly allowance not to exceed that approved by the Contracting Officer may be paid to the employee during the applicable period; provided, however, that in the case of an employee without immediate family, the allowance will be a lesser amount than that of an employee and immediate family and shall be approved by the Contracting Officer. In determining the amount of the allowance, the Contractor shall use reasonable judgment in determining whether rental income, if any, from the employee's permanent home for the period of the temporary assignment should be credited against the amount otherwise authorized in individual cases.
- e. The cost of shipment of a limited amount of required household goods and personal effects to the point of assignment and return.
- f. Subject to prior approval of the Contracting Officer, employees placed on temporary assignment of not less than 12 months may be reimbursed costs associated with the sale of their home in conformance with the provisions contained in Section C., Subsections 5. or 7. of this Article XI, when the following circumstances are present:
 - (1) The employee is to be permanently transferred to a new duty station for the performance of work under this Contract upon completion of his/her temporary duty assignment and will not be returned to the duty station from which the employee was temporarily assigned.
 - (2) No costs associated with the sale of a home that may be acquired during the temporary assignment period shall be allowable.
- g. Other business expenses, as required, as set forth in Paragraph 1.g. of Section B.

XII. COMMUNITY PROGRAMS

The Contractor may make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the southeastern New Mexico area toward achieving civic goals (e.g. Bond drives, charitable drives (e.g., United Way), participation in energy-use reduction studies, city councils, and school boards). Participation in activities of service organizations will not be included under this heading.

The Contractor may also conduct appropriate community relations activities for the purpose of assisting in the recruitment and retention of qualified personnel. Examples of programs which come under this provision are exhibits at science and technical shows, universities, career fairs, and related activities; slide presentations to special interest groups showing opportunities in energy fields and at the site in particular; on-site tours for local organizations; and presentations to enhance interest in technical careers. The Contractor is authorized to conduct, participate in, and support events sponsored by an Equal Employment Opportunity (EEO) Steering Committee to educate the WIPP and community on issues dealing with a culturally diverse population; to promote a quality work-life environment by providing information to educate and encourage women in the workplace; and to remove discriminatory stereotypes. These events, such as Women's Career Day and Cultural Awareness Week, include award items for speakers and chairpersons as well as an honorarium and expenses for the keynote speakers.

The salaries, wages and fringe benefits of employees while engaged in such approved activities will be allowable costs. Any commitment of labor will have the prior approval of the Contractor's General Manager. Any open activity, other than bond drives and United Way drives, that requires more than 40 hours per employee in a fiscal year will require Contracting Officer approval.

XIII. SPECIAL EMPLOYEE PROGRAMS

A. Loaned Employees

1. The contractor may, from time to time, loan the services of full-time employees employed in the performance of DOE contract work, for temporary assignment to related parts of the corporation at locations other than the WIPP for work which is not in the performance of the contract as provided herein. Such loan of employees will not interfere with the contractor's ability to perform contract work, and will require prior approval of the Contracting Officer for thresholds above \$25,000, per person per year.
2. The contractor shall reimburse the government for the salaries and travel expenses of such loaned employee for the time they spend away from their normal duty under the contract. It is understood that the term "salaries," as used herein, shall include full cost recovery, as related in Prime Contract Clause H.19.

B. Borrowed Employees

1. The contractor may, from time to time, borrow the services of full-time employees from corporate locations other than the WIPP for temporary assignment to work which is in performance of the contract as provided herein. Such borrowed employee will enhance the contractor's ability to perform contract

work, and will require prior approval of the Contracting Officer for thresholds above \$25,000, per person per year.

2. The contractor shall be reimbursed for the salaries and travel expenses of such borrowed employees for the time spent performing contract work. It is understood that the term "salaries," as used herein shall include base salary and the fringe rate in place at the time of this action.