

# Corporate Compliance and Cooperation Agreement

## CORPORATE COMPLIANCE AND COOPERATION AGREEMENT

### **I. PARTIES**

This Corporate Compliance and Cooperation Agreement is entered into by the United States of America, acting through the United States Attorney's Office for the Eastern District of Washington ("USAO") on behalf of the Department of Energy ("DOE") (collectively the "United States"), and Bechtel National, Inc. ("BNI"), AECOM Energy & Construction, Inc. ("AECI"), and Waste Treatment Completion Company, LLC ("WTCC") (collectively the "Contractors" where appropriate), through their respective authorized representatives. The United States, BNI, AECI, and WTCC are collectively referred to herein, where appropriate, as the "Parties."

### **II. PREAMBLE**

- A. Whereas the Contractors are engaged in performing services at the Waste Treatment and Immobilization Plant ("WTP") at DOE's Hanford Site;
- B. Whereas since December 2000, BNI has been the prime contractor on DOE Prime Contract No. DE-AC27-01RV14136, to design, construct, and commission the WTP (the "WTP Contract");
- C. Whereas since December 2000, AECI has been BNI's primary subcontractor on the WTP;
- D. Whereas BNI and AECI created WTCC in order to complete construction and lead the startup and commissioning of the WTP, and in early 2017 WTCC began operating as a subcontractor to BNI;
- E. Whereas during the relevant time period (January 1, 2009 through July 31, 2019) and in connection with work incurred to complete the WTP, the Contractors claimed reimbursement for costs associated with time that was not productively worked, including downtime, idle time, standby time, or other non-productive time (collectively referred to herein as "Downtime"), some of which was unallowable under the circumstances that existed at the times when those costs were incurred;
- F. Whereas the Parties have stipulated to certain facts relating to time charging at WTP as set forth in the Statement of Facts;
- G. Whereas the Parties have entered into a settlement agreement (the "Settlement Agreement") resolving the Contractors' potential liability arising from certain agreed

## Corporate Compliance and Cooperation Agreement

upon facts and certain allegations of time mischarging, collectively referred to as “Covered Conduct” in the Settlement Agreement, by agreeing to pay a settlement amount of \$57,750,000;

- H. Whereas the Parties mutually agree and understand the vital importance of ensuring that taxpayer dollars are spent wisely at DOE’s Hanford Site in general and at the WTP in particular; and
- I. Whereas the Contractors wish to enter into this Corporate Compliance and Cooperation Agreement in order to ensure that labor charges at the WTP are allowable, allocable, and reasonable and that therefore they will use their best efforts in complying with this Corporate Compliance and Cooperation Agreement.

Now therefore the Parties agree to the terms and conditions of this Corporate Compliance and Cooperation Agreement (the “CCCA”) as detailed below.

### **III. TERMS AND CONDITIONS**

#### **A. Compliance Reviewer**

1. The Contractors agree that they will jointly retain and pay for an Independent Compliance Reviewer (“Compliance Reviewer”), and an assistant to the Compliance Reviewer (“Assistant Reviewer”) to review the Contractors’ compliance with this CCCA for a term of three (3) years starting from the Compliance Reviewer’s first day for which she or he is entitled to payment for his or her service pursuant to this CCCA.

2. The Compliance Reviewer should have substantial prior experience with government contracts and major construction projects and operations projects, including DOE nuclear projects, and with labor planning, utilization, supervision, time-charging, and billing practices. Neither the Compliance Reviewer nor the Assistant Reviewer shall have previously worked in any capacity at the WTP, whether for the Contractors or any other employer.

3. The compensation for the Compliance Reviewer shall start at \$150,000 per year. Total compensation paid by the Contractors for the Compliance Reviewer and the Assistant Reviewer shall not exceed \$330,000 per year. The Assistant Reviewer shall be chosen as provided in Paragraph 4, *infra*. At the discretion of the Compliance Reviewer, subject to approval by the USAO, the Assistant Reviewer may be hired full time starting at a salary of \$125,000 per year, or may be paid on an hourly basis, at reasonable market rates. The gross

## Corporate Compliance and Cooperation Agreement

annual compensation of the Compliance Reviewer and the Assistant Reviewer shall be increased 3% at the start of each calendar year, beginning January 1, 2021. The Contractors further agree to promptly pay invoices submitted by the Compliance Reviewer and the Assistant Reviewer, subject to the compensation limit described in this paragraph.

4. The USAO will select the Compliance Reviewer, based on its sole discretion, from a pool of four candidates nominated by the Contractors. The USAO may conduct interviews with one or more of these candidates at its discretion. If the USAO rejects all four candidates, the process will repeat, as follows, until the USAO selects a candidate. The Contractors will nominate four additional candidates, and the USAO may also publically post for the position using the job description at Attachment A. In the event that pursuant to this CCCA the USAO publically posts for the position of Compliance Reviewer, the USAO shall provide the public posting to the Contractors and shall provide all application materials received as a result to the Contractors prior to selecting candidates to interview and prior to making any selection. For any candidate who applies for the Compliance Reviewer position, such candidate will not, without the consent of the Contractors (which consent will not be unreasonably withheld), enter the pool of eligible candidates from which the USAO will select the Compliance Reviewer. The USAO may, at its discretion, conduct interviews with any candidate who applies or is nominated by the Contractors, and the USAO may select at its discretion, consistent with the provisions of this CCCA, any candidate from the pool of eligible candidates.

5. After his or her selection, the Compliance Reviewer will select an Assistant Reviewer, subject to consent from the Contractors and the USAO, which consents shall not be unreasonably withheld. If within seven (7) days of receiving written notice (including via email) of the Compliance Reviewer's selection of an Assistant Reviewer, either the Contractors, or any one of them, or the USAO, does not object, then consent from that entity shall be deemed as having been provided.

6. The Parties further agree that, if the Compliance Reviewer becomes unable or unavailable to perform his or her duties under the CCCA, a replacement will be selected by the process set forth in Paragraph 4. In that event, the period of time between the last day for which the Compliance Reviewer received compensation from the Contractors pursuant to this CCCA and the first day when any replacement Compliance Reviewer is entitled to payment for his or

## Corporate Compliance and Cooperation Agreement

her services under this CCCA shall not be counted as part of the three (3) year term referenced in Section III.A.1.

### **B. Role of the Compliance Reviewer**

7. The Contractors each agree that the Compliance Reviewer, assisted by the Assistant Reviewer, will review BNI's, AECI's, and WTCC's collective and respective compliance during this CCCA with the following:
  - a. That the Contractors' cost and pricing estimates for craft and non-manual labor at the WTP are fully consistent with the terms and conditions of the WTP Contract, applicable provisions of the Federal Acquisition Regulation ("FAR"), and applicable provisions of the Department of Energy Acquisition Regulation ("DEAR");
  - b. That the recording or tracking of WTP labor by any of the Contractors whether for payment to workers, seeking reimbursement from DOE, or planning or tracking work packages is true and accurate as to the quantification or amount or type of labor, or labor costs, and as to the appropriate existing cost code, Cost Account Charge Number ("CACN"), and/or work break down structure number as well as the true and accurate recording and preservation of any and all worker comments or notes made in any timekeeping or work planning systems, for example (to the extent in use at WTP during the term of the CCCA), Daily Release Sheets, Daily Performance Records, Craft Daily Support Logs, Work Package Support Logs, the Computerized Maintenance Management System (CMMS), eTrack, or Deltek, and related earned value management system (EVMS) reporting such as Variance Reports, (herein "WTP Systems");
  - c. That the submission of invoices and/or of requests for reimbursement by the Contractors to DOE for WTP labor costs, or to each other as the basis for billing WTP labor costs to DOE, are allowable, allocable, and reasonable under the WTP Contract, applicable provisions of the FAR, and applicable provisions of the DEAR;
  - d. That the scheduling, creation, and authorization of work packages at the WTP, including information found in any integrated project schedule, are consistent

## Corporate Compliance and Cooperation Agreement

with minimizing unreasonable Downtime, in light of overall project objectives and priorities, such that WTP labor costs submitted to DOE are allowable, allocable, and reasonable under the WTP Contract, applicable provisions of the FAR, and applicable provisions of the DEAR;

- e. That any non-privileged internal audit conducted by any, or on behalf of any, of the Contractors during the pendency of this CCCA regarding time charging for WTP labor, was planned, conducted, and completed in accordance with the terms of the WTP Contract, applicable provisions of the FAR, applicable provisions of the DEAR, and was performed with due professional care in general compliance with Institute of Internal Auditor standards and in accordance with other relevant auditing standards as promulgated by the recognized standard setting bodies, *i.e.*, Generally Accepted Government Auditing Standards (the “Yellow Book”), the International Financial Reporting Standards (the “Red Book”) and/or generally accepted accounting principles (“GAAP”);
- f. That the Contractors are in compliance with the applicable requirements of DOE Order 221.1B, *Reporting Fraud, Waste and Abuse to the Office of Inspector General*, and that the Contractors provide training to current and new employees on the applicable requirements of DOE Order 221.1B that fully and accurately describes the applicable provisions and procedures in DOE Order 221.1B; and
- g. That the Contractors provide training to current and new employees that fully and accurately describes the rights and protections for whistleblowers, including but not limited to: the DOE Contractor Employee Protection Program, 10 C.F.R. Part 708; the National Defense Authorization Act for Fiscal Year 2013, 41 U.S.C. § 4712; the False Claims Act protection for relators, 31 U.S.C. § 3730(h); and provide contact information for the DOE Whistleblower Protection Coordinator.

8. The Compliance Reviewer, assisted by the Assistant Reviewer, may in her or his discretion review BNI’s, AECI’s, and WTCC’s collective and respective compliance with preservation maintenance obligations under the WTP Contract and applicable funding levels.

## Corporate Compliance and Cooperation Agreement

Nothing in this Paragraph is intended to alter the WTP Contract or funding levels for preservation maintenance.

9. The Contractors each further agree to provide the Compliance Reviewer and the Assistant Reviewer with access to information at WTP as follows:
  - a. The Compliance Reviewer shall be independent and there shall be no limitations on any sharing of information by the Compliance Reviewer with the Assistant Reviewer, the USAO, the DOE Office of Inspector General (“DOE-OIG”), or DOE.
  - b. The Compliance Reviewer and the Assistant Reviewer shall have access to all WTP Systems, including full read-only access to computer systems and paper records, owned, possessed, operated, or controlled by BNI and/or AECI and/or WTCC for the purpose of carrying out the Compliance Reviewer’s obligations under the CCCA.
  - c. The Compliance Reviewer and the Assistant Reviewer shall have access to materials concerning the scheduling, creation, and authorization of work and/or test packages at the WTP, including the information found in any integrated project schedule, read-only access to WTP Systems, and paper records, owned, possessed, operated, or controlled by BNI and/or AECI and/or WTCC, for the purpose of carrying out the Compliance Reviewer’s obligations under the CCCA.
  - d. The Compliance Reviewer and the Assistant Reviewer shall have access to invoices and/or requests for reimbursement from one Contractor to another Contractor to the extent such invoice or request for reimbursement serves as the basis for billing WTP labor costs to DOE.
  - e. Neither the Compliance Reviewer nor the Assistant Reviewer shall have access to materials or portions of materials which are protected by the attorney-client privilege, the attorney work product doctrine, and/or subject to confidentiality and anonymity requirements under the FAR and/or DOE directives (“Privileged or Protected Materials”). If the Compliance Reviewer or the Assistant Reviewer comes into possession of any Privileged or Protected Materials, he or she shall return such materials to the applicable

## Corporate Compliance and Cooperation Agreement

Contractor and not disseminate them. The Contractors understand and agree that nothing in the CCCA shall alter any of DOE's and/or DOE-OIG's existing rights, with respect to ownership of, or abilities to access Contractor or WTP related materials.

- f. The Compliance Reviewer and the Assistant Reviewer shall maintain the confidentiality of, and shall not disclose or disseminate, any confidential or proprietary business or financial information identified and provided by the Contractors without the prior written consent of the Contractors (either BNI or AECI or WTCC based on the owner of the information), except that the Compliance Reviewer may share such information with the USAO, DOE-OIG, and DOE in fulfilling his or her duties as Compliance Reviewer. The Compliance Reviewer's and the Assistant Reviewer's confidentiality obligation include a prohibition on any public statements (to the media or otherwise) about their services described in this CCCA or information learned while performing these services. The Compliance Reviewer and the Assistant Reviewer may not provide any consulting services, expert services, expert testimony, or similar services based on information learned while performing the services described in this CCCA, nor shall the Compliance Reviewer or the Assistant Reviewer use any information obtained while performing the services described in this CCCA for any purposes except as set forth in this CCCA. Nothing in the CCCA shall prevent the Compliance Reviewer or the Assistant Reviewer from being called as a fact witness, pursuant to subpoena or other legal process, in any proceeding or investigation.
- g. The Compliance Reviewer and the Assistant Reviewer shall be allowed full access at any time to all areas and facilities at the WTP managed or otherwise under the control of BNI and/or AECI and/or WTCC, subject to work site safety and security requirements, including any safety precautions regarding the global coronavirus pandemic, to observe, without interfering. The Contractors shall ensure that the Compliance Reviewer and the Assistant Reviewer promptly have full access to these areas and facilities at the WTP, subject to work site safety and security requirements. At all times at the WTP

## Corporate Compliance and Cooperation Agreement

site, the Compliance Reviewer and the Assistant Reviewer shall each wear an appropriate security badge, name tag, and any personal protective equipment required under work site rules.

- h. The Compliance Reviewer and the Assistant Reviewer shall each be allowed full access to attend any and all of the following regularly scheduled meetings, or their functional equivalents whether or not regularly scheduled, regarding WTP labor or WTP systems: DFLAW Daily Status; Plan of the Day; Completion Delivery Team Plan of the Day, Plan of the Night, and Plan for Tomorrow meetings; Plan of the Week; WTP Weekly Focus; EMF Completion Schedule / Punchlist Review; Completion Delivery Team Scheduled Mandatory Work / Overtime Approval Meeting; Maintenance Weekly Estimate vs. Actual Review; Monthly Time Charging Review; ORP Project Review; Week One – Governance Meeting; Week Four – Governance Meeting; Project Change Control Board; Four Week Schedule Review; T+1 Meeting; T+4 Meeting; WTP Subcontractor Compliance Program Quarterly Report; Stretch and Flex; Monthly EVMS; Control Account Manager Meetings; walk-through/floor check program meetings; new employee orientation meetings; audit and/or inspection entrance and exit meetings; (collectively “WTP Meetings”). The Contractors shall provide reasonable notice of all WTP Meetings in order to allow the Compliance Reviewer and/or the Assistant Reviewer the ability to attend the meetings at their discretion.
- i. The Compliance Reviewer shall have authority to review each of the Contractors’ policies and procedures applicable to WTP Systems including, but not limited to: time and attendance verification; the tracking of any WTP labor; the scheduling and use of overtime; the reporting of labor hours and labor costs; the classification of different tasks or projects into various cost codes, CACNs, and/or work breakdown structure numbers; the scheduling of any work; any integrated project schedule; and the creation, review, approval, and assignment of work packages.
- j. The Compliance Reviewer and the Assistant Reviewer shall each have full access to all non-privileged internal audits, reviews, surveillances, root cause



## Corporate Compliance and Cooperation Agreement

analyses, or equivalent activities (herein “internal WTP examinations”) concerning WTP labor and/or WTP Systems planned or conducted by or on behalf of the Contractors. This access shall include any and all non-privileged work papers, related correspondence, and planning documents, as well as reasonable access to all employees or agents of the Contractors with knowledge, relating to any such non-privileged internal WTP examinations or who are responsible for such non-privileged internal WTP examinations.

10. The Parties recognize that some Downtime is reasonable and allowable under the WTP Contract and applicable regulations, but other Downtime might not be. It is the Contractors’ intent that all invoices submitted to DOE contain only reasonable, allowable, and allocable costs under the WTP Contract and applicable regulations. As a result, the Parties agree that the Compliance Reviewer, with assistance from the Assistant Reviewer as necessary, will review quarterly all WTP manual labor invoices (“WTP Invoices”) that have been submitted to DOE to evaluate whether any costs attributable to Downtime might be unallowable (hereafter “Quarterly Review”). The Parties agree and understand that the Quarterly Review process may result in adjustments to WTP Invoices, and accordingly agree that the USAO shall not consider the Contractors’ initial submission of WTP Invoices and the payments made for those invoices to be final until the Quarterly Review process is completed and any adjustments are made. The WTP Contract and applicable federal procurement law continue to govern the invoice approval process. In conducting the Quarterly Review, the Compliance Reviewer may exercise the access rights set forth in Paragraph 9 above.

- a. If, in any Quarterly Review, the Compliance Reviewer finds on a WTP Invoice any labor costs for Downtime that he or she determines may be unallowable under the circumstances, the Compliance Reviewer shall promptly inform the Contractors of a recommended amount to be retroactively adjusted downward (“Recommended Retroactive Adjustment”) and the reasons for the recommendation. In making any such recommendation, the Compliance Reviewer must expressly consider at least: (a) operational needs for the personnel when the Downtime occurred; (b) the Downtime’s expected duration and actual duration; (c) frequency and complexity of the type of Downtime that occurred; and (d) total Downtime during the day, week, and

## Corporate Compliance and Cooperation Agreement

month in question. The Contractors may, within thirty (30) days, meet and confer with the Compliance Reviewer about the Recommended Retroactive Adjustment, and may provide a written response to the Compliance Reviewer. The Contractors may also invite the responsible DOE Office of River Protection (“DOE-ORP”) Contracting Officer or other contract representatives to participate in the meet and confer process.

- b. If, after expiration of the 30-day meet-and-confer period, the Compliance Reviewer proceeds with all or part of the Recommended Retroactive Adjustment, the Compliance Reviewer will transmit the Recommended Retroactive Adjustment along with the reasons for the recommendation to DOE-ORP, copying the Contractors, DOE OIG, and the USAO.
- c. If the responsible DOE-ORP contracting officer for the WTP Contract, in his or her discretion, adopts the Recommended Retroactive Adjustment, in whole or in part, the WTP Invoices will be retroactively adjusted downward by the recommended amount (the “Amount Withheld”), and the Contractors shall provide a credit to DOE-ORP for the Amount Withheld.
- d. If the Contractors dispute the Amount Withheld, the dispute will follow the alternative dispute resolution procedures in Section H.34 of the WTP Contract. If the dispute is not resolved through the Section H.34 procedures, then BNI may submit a written claim to DOE-ORP in accordance with Section I.70 of the WTP Contract. Such a claim may be on BNI’s behalf, a sponsored claim on behalf of AECI or WTCC (or both), or a combined claim.
- e. The Compliance Reviewer’s lack of inclusion of a cost invoiced to DOE in a Recommended Retroactive Adjustment shall not impact any other rights or obligations under this CCA and in no way impacts DOE, DOE-ORP, DOE-OIG, or the USAO’s ability to question, investigate, or address any such costs, although DOE, DOE-ORP, DOE-OIG, or the USAO may consider any relevant findings or conclusions of the Compliance Reviewer.

11. Each Contractor will appoint a point of contact (who has not at any time been screened from the investigation of the Covered Conduct) for the purpose of promptly responding to requests by the Compliance Reviewer or the Assistant Reviewer for information or assistance

## Corporate Compliance and Cooperation Agreement

under this CCCA and to ensure that the Compliance Reviewer or the Assistant Reviewer have access to the information and materials set forth in Paragraph 9, above.

12. The Compliance Reviewer shall provide a report in writing to DOE-ORP and DOE-OIG within thirty (30) days of the end of each quarter regarding each of the Contractors' compliance with this CCCA (herein "Quarterly Report"). A copy of the Quarterly Report will simultaneously be provided to the Contractors, who will have thirty (30) days to respond in their discretion. The Compliance Reviewer's lack of inclusion of any Contractor non-compliance with this CCCA in any Quarterly Report shall not impact any rights or obligations under this CCCA and in no way impacts DOE, DOE OIG, or the USAO's ability to question, investigate, or address anything related to any Contractor non-compliance with this CCCA, although DOE, DOE-OIG, or the USAO may consider any relevant findings or conclusions of the Compliance Reviewer.

13. If the Compliance Reviewer in the course of performing his or her duties under this CCCA discovers any conduct of the Contractors, their employees, or agents that is in contravention of the WTP Contract, or in violation of applicable federal law or regulations, the Compliance Reviewer will have the discretion to report the conduct to DOE-OIG and/or to any or all of the applicable Contractors. In light of this CCCA's purpose, the Parties expect that the Compliance Reviewer will ordinarily copy the applicable Contractors on reports to DOE-OIG, although the Compliance Reviewer will have the discretion to make any of those reports confidentially if warranted by the circumstances.

14. None of the Contractors, nor any of their affiliates, subsidiaries, or parent companies, nor DOE nor the USAO will hire the Compliance Reviewer or the Assistant Reviewer in any capacity, other than that outlined herein, for at least two (2) years after the conclusion of all of their duties under the CCCA have been completed.

15. The Compliance Reviewer and the Assistant Reviewer will have only the duties, responsibilities, and authority conferred by this CCCA, will not have executive or management functions, and will not replace or assume the role of any of the Contractors' officers, executives, directors, managers, supervisors, or employees. Nor will the Compliance Reviewer or the Assistant Reviewer exercise the regulatory, enforcement, or other roles of DOE, DOE-OIG, or the USAO. Nor will the Compliance Reviewer or the Assistant Reviewer replace or substitute

## Corporate Compliance and Cooperation Agreement

for the processes in the WTP Contract for employees to disclose work related issues and concerns (*e.g.*, Condition Reports and/or the Employee Concern Program).

16. The Compliance Reviewer and the Assistant Reviewer will not have any contractual, consulting, or employment relationship with the United States and shall not be considered employees or officials of the United States, its department and agencies, or any instrumentality of the United States.

17. The Parties agree that nothing in the CCCA calls for or allows the Compliance Reviewer or the Assistant Reviewer to violate any of the Contractors' valid exercise of their respective attorney-client or work product privileges.

### C. Additional Obligations of the Contractors Regarding the Compliance Reviewer

18. BNI and AECI agree that they will pay for the fully burdened cost of each of the Compliance Reviewer's and the Assistant Reviewer's compensation, any administrative fees associated therewith, and any reasonable expenses of either incurred in performing their duties under the CCCA, including but not limited to compliance with their requests for documents, employee time spent complying with their requests, preparing or carrying out communications related to the efforts of the Compliance Reviewer or the Assistant Reviewer, and any required training (*e.g.*, HGET) and all security clearance(s) needed for the Compliance Reviewer and/or the Assistant Reviewer to comply with their duties and obligations under the CCCA. It is the intent of the Parties to this CCCA that no costs or expenses of the Contractors incurred in furtherance of the Compliance Reviewer's and the Assistant Reviewer's efforts pursuant to this CCCA will be paid by the United States or any of its agencies. Accordingly, the Contractors agree that any payment made by the Contractors pursuant to this paragraph is an unallowable cost as defined in the WTP Contract, the FAR, the DEAR, and the Settlement Agreement.

19. The Contractors further agree to provide the Compliance Reviewer and the Assistant Reviewer with reasonable office space located at the WTP site or at a WTP office building at their request, subject to work site safety and security requirements, including any safety precautions regarding the global coronavirus pandemic. The Contractors further agree to provide the Compliance Reviewer and the Assistant Reviewer with any and all equipment, including computer equipment, as reasonably needed for the Compliance Reviewer and the Assistant Reviewer to carry out their duties under the CCCA.

## Corporate Compliance and Cooperation Agreement

### **D. Contractors' Cooperation**

20. Subject to the individuals' rights and privileges, the Contractors will encourage all present officers, directors, employees, corporate designees, and custodians of records of the Contractors, who are not targets or subjects (at the sole determination of the USAO), to cooperate in the USAO's investigation into the Covered Conduct, including by making themselves available for interviews with federal law enforcement authorities related to the Covered Conduct and providing sworn testimony requested by the USAO and related to the Covered Conduct.

21. The Contractors will provide the USAO and DOE-OIG with copies of non-privileged documents and materials concerning the Covered Conduct upon request of the USAO or DOE-OIG. The Contractors intend to promptly comply with requests made pursuant to this paragraph. The Parties understand that depending on the relative complexity of a request for documents and materials and/or the resulting volume of documents and materials, certain requests may take additional time and rolling productions of materials to the USAO and DOE-OIG may be appropriate. In such instances, reasonable delays in completing document productions shall not be considered a breach of this CCCA and shall not give rise to liquidated damages under Paragraph 26.b.

22. The Contractors will provide the following information for any targets or subjects of the investigation within fifteen (15) business days of being notified by the USAO of specific targets or subjects of the investigation:

- a. any disciplinary action taken by the Contractors, or any one of them, against the targets or subjects;
- b. whether the Contractors, or any of them, is paying for any portion of the attorneys' fees or litigation expenses of any of the targets or subjects;
- c. assurances that payment of fees (if any) will not interfere with the Contractors' cooperation, including agreement not to share any information obtained from the USAO or DOE-OIG related to the investigation or any litigation of the Covered Conduct with any target or subject or any attorney acting on their behalf; and

## Corporate Compliance and Cooperation Agreement

- d. agreement to advise the USAO of any information received from any targets or subjects relevant to the Covered Conduct that is not subject to the attorney-client or work product privilege.

23. The Contractors agree to maintain and preserve all information relevant to the Covered Conduct for a period of three (3) years from the Effective Date of this CCCA unless earlier notified in writing by the USAO that such maintenance and preservation is no longer required.

24. Each Contractor will appoint a point of contact (who has not at any time been screened from the investigation of the Covered Conduct) for the purpose of promptly responding to the USAO's or DOE-OIG's requests for information related to the Covered Conduct and to ensure compliance with the above terms of cooperation in subparagraphs a through d above.

### **E. Liquidated Damages**

25. As the sole contractual remedy for breach of the CCCA, the Contractors agree that if the USAO determines that the Contractors, or any of them, are in breach of the CCCA for failing to comply with or knowingly violating any provision of the CCCA identified in Paragraph 27 below, including for providing deliberately false, or deliberately incomplete, or deliberately misleading information under the CCCA to the Compliance Reviewer, the Assistant Reviewer, DOE-OIG, DOE, DOE-ORP, or the USAO, the USAO shall issue written notice of the alleged breach to all of the Contractors. The USAO shall specify in such notice: (a) each specific provision of this CCCA identified in Paragraph 27 below that the USAO alleges to have been breached, (b) the date of the breach, and (c) the Contractor(s) that the USAO alleges to be responsible for the breach (the "Responsible Contractor(s)"). Except as to alleged breaches of Paragraphs 7, 20-24 of this CCCA, the Contractors shall have thirty (30) days from the date of receipt of such notice in which to respond to the USAO to demonstrate that no such breach occurred, and/or that any such alleged breach has been cured, and/or that the USAO should not determine the Responsible Contractor(s) to be in breach of the CCCA, and/or that the USAO should not seek liquidated damages from the Responsible Contractor(s) pursuant to Paragraph 26 below. For alleged violations of Paragraph 20-24, the Contractors shall have twenty (20) days from the date of receipt of such notice in which to respond to the USAO. If, after considering the Responsible Contractor(s)' response, if any, the USAO makes a final determination that the Responsible Contractor(s) is in breach of any such specific provision of the CCCA, the USAO

## Corporate Compliance and Cooperation Agreement

shall issue written notice to all of the Contractors advising of its final determination of breach by the Responsible Contractor(s).

26. For any alleged deficient compliance identified by the Compliance Reviewer under Paragraph 7.a–7.g and reported by the Compliance Reviewer in a Quarterly Report, the Responsible Contractor(s) shall have ninety (90) days from the date of receiving the Quarterly Report to reasonably address the identified issue. If the issue is not reasonably addressed, the Compliance Reviewer may provide written notice to the Responsible Contractor(s) and the USAO that the issue has not been reasonably addressed. Upon receipt of notice from the Compliance Reviewer, the USAO may then give notice under this Paragraph of an alleged breach of this CCCA, and the Contractors shall have thirty (30) days from the date receipt of such notice in which to respond to the USAO. The Parties agree that liquidated damages shall not be imposed under this paragraph if (i) the DOE determines in the course of administering the WTP Contract that any non-compliance with the terms and conditions of the WTP Contract has been remedied or that the costs in question are allowable or (ii) there is a reasonable, good faith disagreement between the Contractors and the United States regarding a matter of contractual interpretation as to whether there has been a violation of the pertinent underlying WTP contractual requirement and where the Contractors are expeditiously and in good faith pursuing resolution of the issue pursuant to the WTP Contract. If, after considering the Responsible Contractor(s)' response, if any, the USAO makes a final determination that the Responsible Contractor(s) is in breach of any such specific provision of the CCCA, the USAO shall issue written notice to all of the Contractors advising of its final determination of breach by the Responsible Contractor(s).

27. Upon issuing a final determination of Contractor breach pursuant to Paragraphs 25 or 26, the USAO may seek liquidated damages from the Responsible Contractor(s) for such breach pursuant to this paragraph of the CCCA by filing an action for breach of contract in the United States District Court for the Eastern District of Washington. The USAO's determination of breach, cure, and Responsible Contractor(s) shall not be binding on the Court, and the Court, sitting without a jury, shall make its own determination of whether there was an unjustified, uncured breach of this CCCA by the Responsible Contractor(s). The liquidated damages shall be as follows:

## Corporate Compliance and Cooperation Agreement

- a. For any failure to reasonably address, as set forth in Paragraph 26, a Contractor's own deficient compliance identified by the Compliance Reviewer under Paragraphs 7.a-7.g of this CCCA and reported by the Compliance Reviewer in a Quarterly Report that is not cured within 30 days of receiving notice or the conclusion of a dispute from the USAO, \$40,000 per breach, per day starting from the last day of the cure period, but not to exceed a total amount of \$1,000,000 per breach;
- b. For any breach by a Contractor of Paragraphs 20-24 of this CCCA that is not cured within 20 days of receiving notice from the USAO, \$200,000 per breach;
- c. For each breach by a Contractor of Paragraph 9.b-9.d, or 9.g-9.j of this CCCA for failure to provide access to information as required in those paragraph that is not cured within 30 days of receiving notice from the USAO, \$22,500 per breach, per day starting from the last day of the cure period;
- d. For each breach by a Contractor of Paragraph 11 of this CCCA that is not cured within 30 days of receiving notice from the USAO, \$10,000 per breach, per day starting from the last day of the cure period;
- e. For each breach by a Contractor of Paragraphs 18-19 of this CCCA that is not cured within 30 days of receiving notice from the USAO, \$10,000 per breach, per day starting from the last day of the cure period;
- f. For each breach by a Contractor of Paragraph 28 of this CCCA that is not cured within 30 days of receiving notice from the USAO, \$100,000 per breach; and
- g. For each breach by a Contractor of Paragraph 30 of this CCCA that is not cured within 30 days of receiving notice from the USAO, \$75,000 per breach, per day starting from the date of the breach.

In no event may the liquidated damages awarded under this CCCA exceed a total amount of \$10,000,000. The Parties agree that the liquidated damages in this Paragraph do not replace, and are separate from and do not offset, any rights or remedies the Parties have under the WTP Contract or applicable federal law or regulations.



## Corporate Compliance and Cooperation Agreement

28. The Contractors further understand and agree that any determination by the USAO that a Contractor is in breach of the CCCA and/or any determination by the USAO to seek liquidated damages pursuant to paragraphs 25-26, *supra*, shall not release the allegedly breaching Contractor(s), or any Contractor, from any of their obligations under the CCCA, and shall not alter the Parties' obligations under the Settlement Agreement.

### F. Additional Terms

28. All Parties consent to the United States' disclosure of this CCCA, and information about this CCCA, to the public. All Parties agree that they will refrain from making public statements that contradict the facts set forth in this CCCA or the Settlement Agreement, including Attachment A to the Settlement Agreement.

29. The Parties agree that the CCCA is binding on all of the Parties, but that the CCCA does not bind any other federal agencies, or any state or local enforcement or regulatory agencies.

30. The Contractors agree that should they, or any one of them, sell, merge, or transfer all or substantially all of their respective business operations during the term of the CCCA, whether such sale is structured as a stock or asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser or any successor-in-interest thereto to the obligations described in the CCCA.

31. By signing the CCCA each of the Contractors' respective duly authorized representatives and their counsel acknowledge that the terms set forth above accurately reflect the Contractors' understanding of the CCCA. The Contractors understand and agree that the CCCA is the complete agreement between the United States and the Contractors regarding the Compliance Reviewer and the Assistant Reviewer and no other promises, agreements, or conditions have been entered into other than those set forth in the CCCA and the Settlement Agreement, and all prior understandings, if any, of the Parties, whether written or oral, are superseded. Any breach of the provisions of this CCCA will not constitute a material breach of the Settlement Agreement or affect any of the releases, covenants, rights or obligations set forth in the Settlement Agreement.

32. The CCCA is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this CCCA is the United States District Court for the Eastern District of Washington. For purposes of construing the CCCA, it shall be deemed

## Corporate Compliance and Cooperation Agreement

to have been drafted by all the Parties and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

33. No amendments or modifications to the CCCA shall be valid unless they are in writing, signed by the United States and a duly authorized representative of each of the Contractors respectively.

34. This CCCA is effective on the date of signature of the last signatory to the CCCA (“Effective Date”). Facsimiles or PDFs of signatures shall constitute acceptable, binding signatures for purposes of the CCCA.

### FOR THE UNITED STATES

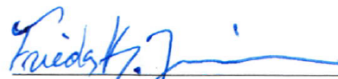
Date: August 31, 2020



Tyler H.L. Tornabene  
Assistant United States Attorney  
Eastern District of Washington



Daniel Hugo Fruchter  
Assistant United States Attorney  
Eastern District of Washington



Frieda Kay Zimmerman  
Special Assistant United States Attorney  
Eastern District of Washington

# Corporate Compliance and Cooperation Agreement

## FOR BECHTEL NATIONAL, INC.:

Date: August 31, 2020

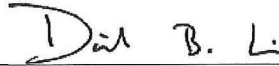


BECHTEL NATIONAL, INC.

James N. Taylor

Principal Vice President

Date: August 31, 2020



Daniel B. Levin

Munger, Tolles & Olson LLP

Counsel for Bechtel National Inc.


# Corporate Compliance and Cooperation Agreement

## FOR AECOM ENERGY & CONSTRUCTION, INC.:

DATED: August 31, 2020

  
\_\_\_\_\_  
John Kennedy  
Chief Financial Officer  
AECOM Energy & Construction, Inc.

DATED: August 31, 2020

  
\_\_\_\_\_  
Roderick L. Thomas  
Craig Smith  
Wiley Rein LLP  
Counsel for AECOM Energy & Construction, Inc.

**Corporate Compliance and Cooperation Agreement**

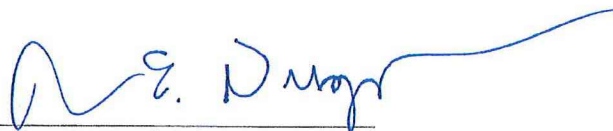
**FOR WASTE TREATMENT COMPLETION COMPANY, LLC:**

Date: August 31, 2020



WASTE TREATMENT COMPLETION  
COMPANY LLC  
Rick Holmes  
President and General Manager  
Waste Treatment Completion Company LLC

Date: August 31, 2020



Robert E. Dugdale  
Kendall Brill & Kelly  
Counsel for Waste Treatment Completion Company  
LLC

# Corporate Compliance and Cooperation Agreement

## Attachment A

### Job Description: Independent Compliance Reviewer

#### Role Overview

The United States of America and Bechtel National, Inc., AECOM Energy & Construction, Inc., and Waste Treatment Completion Company, LLC (the “Contractors”) have entered into a Corporate Compliance and Cooperation Agreement (the “CCCA”) to promote compliance with government contracting laws at the Hanford Waste Treatment and Immobilization Plant (“WTP”) in southeastern Washington State. The United States and the Contractors are seeking an experienced professional to fill the role of Independent Compliance Reviewer. The Independent Compliance Reviewer will be responsible for reviewing the Contractors’ compliance with the CCCA for a term of three (3) years. The position will be located either at the WTP Project Office in Richland, Washington, or at the WTP worksite approximately 22 miles north of Richland. The compensation for this position starts at \$150,000 per year.

#### Qualifications

- Substantial prior experience (10+ years) with government contracts and major construction and/or operations and maintenance projects, including experience with United States Department of Energy projects (experience with DOE nuclear projects preferred).
- Substantial prior experience (10+ years) with manual labor on construction and/or operations projects, including in the areas of labor planning, labor utilization, management and supervision of labor, time-charging systems for recording labor charges, and labor billing practices (experience with unionized labor preferred).
- Prior experience with project controls preferred.
- Knowledge of all or some combination of the Federal Acquisition Regulation, the Department of Energy Acquisition Regulation, Generally Accepted Government Auditing Standards, the International Financial Reporting Standards, and Generally Accepted Accounting Principles.
- An understanding of federal, state, and local contracting requirements.
- Familiarity with government compliance standards.
- General awareness of federal, state, and local labor laws and regulations.
- Candidates must be able to obtain a DOE badge for access to the Hanford Site.
- In order to ensure independent compliance review, Candidates may not have previously worked in any capacity at WTP.