

**Early Resolution Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor**  
**Office of Federal Contract Compliance Programs and**  
**CH2M HILL**  
**Plateau Remediation Company**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) has evaluated CH2M HILL Plateau Remediation Company (“CHPRC”), located at 825 Jadwin Ave. Richland, WA 99352, and alleges that CHPRC was not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (C.F.R.) § 60-1, 60-2 and 60-20. CHPRC denies OFCCP’s allegations. In the interest of resolving the violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and CHPRC enter into this Early Resolution Conciliation Agreement (“Agreement”), and the parties agree to all terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for CHPRC’s fulfillment of all obligations of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if CHPRC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, if OFCCP deems that CHPRC is in breach of this Agreement. In exchange for CHPRC’s fulfillment of all obligations of this Agreement, OFCCP further agrees not to initiate any new audits at the location listed in this Agreement until at least 60 days after 1) CHPRC submits the final progress report described in Part V of this Agreement and 2) OFCCP confirms to CHPRC that it has fully complied with the terms of this Agreement.
2. CHPRC agrees that OFCCP may review its compliance with this Agreement. OFCCP understands that CHPRC’s operational responsibilities under the Plateau Remediation Contract (PRC) are scheduled to end on or about January 24, 2021. As part of OFCCP’s review of CHPRC’s compliance with this Agreement, OFCCP may, for so long as CHPRC has operational responsibilities under the PRC, inspect the premises. CHPRC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required. Notwithstanding the cessation of CHPRC’s operational responsibilities under the PRC, OFCCP may require written reports, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to CHPRC’s compliance with this Agreement.

3. This Agreement does not constitute an admission by CHPRC of any violation of or noncompliance with any laws or of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (“VEVRAA”) and their implementing regulations at 41 C.F.R. Chapter 60, or any other laws, nor has there been an adjudicated finding that CHPRC violated any laws. Nor has there been an adjudication on the merits regarding any such violation.
4. CHPRC understands that nothing in this Agreement relieves CHPRC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. CHPRC promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503 and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
6. OFCCP and CHPRC (“the parties”) understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the “Effective Date”).
10. This Agreement will expire sixty (60) days after CHPRC submits the final progress report required in Part VII, below, unless OFCCP notifies CHPRC in writing prior to the expiration date that CHPRC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines CHPRC has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If CHPRC violates this Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - i. OFCCP will send CHPRC a written notice stating the alleged violations and summarizing any supporting evidence.

- ii. CHPRC will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- iii. If CHPRC is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement for those establishments with an open review at the time of this agreement.
- iv. In the event of a breach of this Agreement by the CHPRC, OFCCP may elect to proceed to a hearing of the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

B. CHPRC may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence that CHPRC is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act. CHPRC and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
- 14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to either party's policies, practices or positions in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.
- 16. This agreement is between OFCCP and CHPRC (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of CHPRC.

### **PART III. OFCCP FINDINGS**

1. During the compliance evaluation at the “Reviewed Establishment” listed in Part I, OFCCP reviewed employment policies, practices, and records; interviewed management, human resources, and non-management employees; analyzed individual compensation data and conducted an onsite inspection of the worksite. Based upon the information gathered during these activities, OFCCP evaluated and analyzed the Reviewed Establishment’s compensation system and, through regression analysis, found statistically significant pay disparities based on gender after controlling for legitimate explanatory factors. In violation of Executive Order 11246 § 201(1), 41 C.F.R. § 60-1.4(a)(1), and 41 C.F.R. §60- 20.4, OFCCP alleges that CHPRC failed to afford equal employment opportunity to female employees by paying them less than comparable male employees in the following pay analysis groups:
  - Administrative Progression positions for the year 2017; and
  - Technical Progression positions for the year 2017.

CHPRC denies these allegations.

2. In violation of 41 C.F.R. §§ 60-2.17(b)-(d), Identification of Problem Areas, Action-Oriented Programs, and Internal Auditing and Reporting, OFCCP alleges that CHPRC failed to conduct in-depth analyses of the total employment process, including evaluating compensation systems to identify the existence of gender-based pay disparities. As a result, the OFCCP alleges that CHPRC failed to develop and execute appropriate action-oriented programs designed to correct the pay disparities by gender. OFCCP also alleges that CHPRC failed to develop and implement an auditing system that periodically measures the effectiveness of the total affirmative action program, including identifying barriers to equal employment opportunity, particularly with regard to gender in the Job Groups. CHPRC denies these allegations.

### **PART IV. FINANCIAL AND NON-FINANCIAL REMEDY**

1. **Settlement Fund.** Within five (5) days after the Effective Date, CHPRC will establish a record of account in the amount of \$450,124.59, designated for payment to the individuals listed in Attachment A. By the deadline set forth in the Timeline (Attachment B), CHPRC will notify OFCCP when this action is complete and provide appropriate documentation, including records showing the manner in which the funds have been reserved. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. CHPRC’s share of taxes on the portion representing back pay only (such as federal, state and/or local taxes and FICA/FUTA) is not part of the Settlement Fund.
2. **Specific Settlement Fund Amounts.** The total settlement fund amount includes \$439,911.31 in back pay and \$10,213.28 in interest to resolve the violations listed in Part III. CHPRC will disburse the settlement fund within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members as follows:

	BACKPAY	INTEREST	TOTAL BACKPAY
Administrative Progression	\$276,668.96	\$6,416.62	\$283,085.58
Technical Progression	\$163,242.35	\$3,796.66	\$167,039.01
Total Amounts	\$439,911.31	\$10,213.28	\$450,124.59

### 3. Notice Process

- A. OFCCP and CHPRC Obligations Under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Employees/Former Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, CHPRC and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and CHPRC agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- B. Notice Documents.** CHPRC will distribute Notice Documents to Affected Employees/Former Employees consistent with the sample Notice Documents contained in Attachments C-1, C-2, and C-3. The Notice Documents will include a Notice, Verification Form and Release. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.
- C. Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- D. Search for Affected Employees/Former Employees.** OFCCP may provide CHPRC with additional contact information in its possession or its authority to obtain on the Affected Employees/Former Employees by the date set forth in the Timeline.
- E. Distribution of Mail Notice to Affected Employees/Former Employees.** CHPRC will provide initial notice by regular first-class mail. CHPRC will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee/Former Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, CHPRC will re-mail the Notice Documents within three (3) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. OFCCP may also conduct independent efforts to communicate with Affected Employees/Former Employees about this Agreement and provide updated information to CHPRC. A second mail notice will be sent to

Affected Employees/Former Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- F. Notice Deadline.** The final deadline for any Affected Employees/Former Employees to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- G. Exchange of Information Regarding Affected Employees/Former Employees.** CHPRC and OFCCP will timely exchange information regarding Affected Employees/Former Employees, including updated contact information and the results of any technical assistance provided.
- H. Final List of Affected Employees/Former Employees.** The Final List will include all Affected Employees/Former Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Affected Employees/Former Employees who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. CHPRC will provide to OFCCP any information necessary to determine the Final List.
- I. CHPRC's Expenses.** CHPRC will pay all expenses associated with carrying out its duties pursuant to this Section from funds separate and apart from the amount designated in this Agreement for the Settlement.

#### 4. Allocation

- A. Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues in the account of record, will be distributed among all Affected Employees/Former Employees who completely and timely respond to the Notice Process as explained above, and whose eligibility is verified (hereinafter "Eligible Employees/Former Employees"). Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/FUTA)/ state/local insurance premiums or taxes.
- B. Eligible Employees/Former Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to Eligible Employees/Former Employees. These individuals will be listed on the Final List of Eligible Employees/Former Employees ("Final List"). The process of determining the Final List is explained above under Notice Process. OFCCP will determine the final amount for each Eligible Employee/Former Employee based on the formula or other terms provided in this Agreement.

- C. Individual Payment Amounts.** Within four (4) days of OFCCP's receipt of the Final List, OFCCP will calculate the total amount owed each Eligible Employee/Former Employee to include back pay, and interest on such back pay, and send such list to CHPRC. The amounts owed to each Eligible Employee/Former Employee may differ depending upon their role with CHPRC.
- D. Payments to Eligible Employees/Former Employees.** OFCCP will provide CHPRC a list of the payment amount for each Eligible Employee/Former Employee on the Final List by the date set forth on the Timeline. CHPRC will issue checks or make electronic payments to each Eligible Employee/Former Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and IRS Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 30 days after the initial date the check was mailed to the Eligible Employee/Former Employee will be void. In lieu of a second distribution of funds, CHPRC will deposit the monies in the name of any Eligible Employee/Former Employee who did not cash her check with the Office of the State Treasurer, State of Washington Unclaimed Property Administration division, in accordance with any and all state and local applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to CHPRC or any affiliate.
- E. Tax Payments, Forms and Reporting.** CHPRC will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. CHPRC shall mail to each Eligible Employee/Former Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees/Former Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Employees/Former Employees will be required to complete a W-4 or W-9 in order to receive payments under this settlement.
- F. Documentation of Payments.** By the deadline set forth in the Timeline, CHPRC will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees/Former Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, CHPRC will provide similar documentation on the second distribution.

## **PART V. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD**

- 1. Recordkeeping.** CHPRC agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph 2 below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to

generate the required reports. CHPRC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Schedule and Instructions.** CHPRC agrees to furnish OFCCP with the following reports listed below. CHPRC will submit reports to:

**Leigh D. Jones**  
**District Director**  
**Seattle District Office**  
**U. S. Department of Labor-OFCCP**  
**300 Fifth Avenue, Suite 1100**  
**Seattle, WA 98104**

(b) (6), (b) (7)(C)@dol.gov

CHPRC and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports CHPRC provides in accordance with this agreement are customarily kept private or closely-held, and CHPRC believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CHPRC will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- A. Report 1:** Reports on the payments distributed to Eligible Employees/Former Employees and supporting documentation will be due every 30 days from the Effective Date of this Agreement until all monies have been disbursed and should include: reports on all notices sent to/received from and payments made to Eligible Employees/Former Employees during the reporting period, pursuant to the Agreement. Upon request, CHPRC will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees/Former Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- B. Report 2:** This report will be submitted by November 15, 2021, if CHPRC retains operational responsibilities under the PRC at the Hanford site for the entire government fiscal year 2021. If this report is required, CHPRC will submit an in-depth analysis of the total employment process, including evaluating compensation systems to identify the existence of gender-based pay disparities as required by 41 C.F.R. §§ 60-2.17(b)-(d). CHPRC will include action-oriented programs designed to correct the pay disparities by gender and evidence that it developed and implemented an auditing system that periodically measures the effectiveness of the total affirmative action program, including identifying barriers to equal employment opportunity, particularly with regard to gender.



**PART VI. SIGNATURES**

INTEGRATION CLAUSE: This Agreement represents the full Agreement between CHPRC and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither CHPRC nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

The person signing this Conciliation Agreement on behalf of CHPRC personally warrants that he/she is fully authorized to do so, that CHPRC Plateau Remediation Company has entered into this Early Resolution Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on CHPRC Plateau Remediation Company.

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CH2M HILL Plateau Remediation Company, located at 825 Jadwin Ave. Richland, WA 99352.

DATE: 12/14/2020

(b) (6), (b) (7)(C)

L. TY BLACKFORD  
President & CEO  
CH2M HILL Plateau Remediation Company  
PO Box 1600 Richland, WA 99352

DATE: 12/14/2020

(b) (6), (b) (7)(C)

JANE SUHR  
Regional Director  
Office of Federal Contract Compliance  
Programs  
Pacific Region

- Attachments:
- A. List of Eligible Employees/Former Employees
  - B. Timeline
  - C. Notice Documents
    - C-1 Notice
    - C-2 Employment Verification Form
    - C-3 Release Form





## ATTACHMENT B – TIMELINE

ACTIVITY	DATE
CHPRC Mails Notice Documents (First Mailing)	Friday, December 18, 2020
CHPRC First Notification to OFCCP of Undeliverable Mailings	Tuesday, January 22, 2020
OFCCP Provides Updated Contact Information to CHPRC	Monday, February 1, 2021
CHPRC Mails Notice Documents (Second Mailing)	Thursday, February 11, 2021
Final Deadline for Affected Employees to Reply	Thursday, March 11, 2021
CHPRC Provides List of its Determination of Class Members	Thursday, March 18, 2021
OFCCP Reviews and Approves Final List and Distribution Amounts	Monday, March 22, 2021
CHPRC Mails Back Pay Checks	Thursday, April 1, 2021
CHPRC Notifies OFCCP of Any Checks Returned as Undeliverable	Wednesday, May 5, 2021
OFCCP Provides Updated Addresses	Tuesday, May 11, 2021
CHPRC Mails Back Pay Checks to New Addresses	Tuesday, May 18, 2021

## Attachment C-1 Notice

# *You may be eligible to get money because of a legal settlement between CH2M HILL Plateau Remediation Company and the U.S. Department of Labor*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and CH2M HILL Plateau Remediation Company (“CHPRC”) that may benefit you. This settlement involves alleged claims of discrimination in compensation based on a preliminary review, and our records show that you may be one of the class members covered by the settlement.

If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages from CHPRC.

### **ARE YOU AFFECTED?**

Certain females who worked at CHPRC in Administrative & Technical progression positions between November 1, 2016 and October 31, 2017 are covered by this settlement.

### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of CHPRC compensation practices during November 1, 2015 through April 30, 2019. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractor CHPRC. OFCCP alleges that CHPRC discriminated against Females in select job titles in compensation. CHPRC denies those claims. Ultimately, OFCCP and CHPRC have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between CHPRC and OFCCP.

As a result, affected class members may be eligible for back pay and salary adjustments.

### **WHAT DOES THIS MEAN FOR YOU?**

Because you work at or worked at CHPRC during the relevant time frame in one of the position categories listed above, this settlement may provide you with some specific benefits:

*You may be eligible to receive a payment of at least \$ \_\_\_\_\_* (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and interest that CHPRC is making to resolve the issues alleged by OFCCP. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive your share of the monetary settlement, you will need to release or agree to give up certain legal claims, sign the enclosed Verification and Release forms, and timely return them to CHPRC.

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice and the enclosed Verification and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from CHPRC.

To be eligible for a payment, you must complete, sign, and timely return **both** the following enclosed forms: (1) the Information Verification Form, Attachment C-2 (“Verification”) and (2) Release of Claims Under Executive Order 11246, Attachment C-3 (“Release”) to:

*[Name and address for return of forms or instructions/email for electronic submission]*

**DEADLINE: The completed and signed forms must be postmarked by [INSERT specific date for First or Second Notice deadline date in Attachment C-1 and C-2]**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After completion and timely submission of these forms, a final decision will be made about your eligibility.

**If you fail to complete and return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money available to you by the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Compliance Officer (b) (6), (b) (7)(E) at (206) 504- (b) (6) or his supervisor, Assistant District Director Quanda Evans, at (206) 504-5015. You can also visit the U.S. Department of Labor website about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

**ATTACHMENT C-2**

**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between CH2M Plateau Remediation Company (“CHPRC”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Nos:

Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email Address: \_\_\_\_\_

Notify CHPRC at the address below if your address or phone number changes within the next twelve months.

INSERT  
CLAIMS ADMINISTRATOR  
ADDRESS

For purposes of this settlement, it is necessary to verify your GENDER:

Male [ ]                      Female [ ]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

CH2M HILL Plateau  
Remediation Company  
P.O. Box 1600 MS H8-17  
Richland, WA 99352

I, \_\_\_\_\_, certify the above is true and correct.  
(Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT C-3**

**RELEASE FORM**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE.  
YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. The document states that in return for CH2M HILL Plateau Remediation Company (“CHPRC”) paying you money, you agree that you will not file any lawsuit against CHPRC for allegedly violating Executive Order 11246 in its compensation practices. It also says that CHPRC does not admit it violated any laws by OFCCP. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document.

Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$\_\_\_\_\_ (less adjustments required by law) by CHPRC to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

**I .**

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to CHPRC’s compensation practices during my employment with CHPRC through the Effective Date of this Release. I hereby release CHPRC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief that could be obtained through any action based on or involving CHPRC’s compensation practices through the effective date of this Release.

**II .**

I understand that CHPRC does not agree that it treated me unlawfully or unfairly in any way and that CHPRC entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP in April of 2018. I further agree that the payment of the aforesaid sum by CHPRC to me is not to be construed as an admission of any liability by CHPRC.

**III.**

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to CHPRC by the date set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from CHPRC.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_