



CONTRACT NO: TBD
TITLE: MISCELLANEOUS CONSTRUCTION BASIC ORDERING AGREEMENT (BOA)

Buyer:
Central Plateau Cleanup Company
P.O. Box 1464 Mail Stop A4-02
Richland, WA 99352

Contractor:
TBD
TBD
TBD

Contract Specialist: Shelby Chubb
Phone Number: 373-7141

Contractor Contact: TBD
Phone Number: TBD

Start Date: 10/1/2021
Contract Type: Firm Fixed Price (FFP)
Contract Value: \$0.00

End Date: September 30, 2022
Payment Terms: Net 30 Days

Central Plateau Cleanup Company (Buyer)

Contractor Authorized Signature

Shelby Chubb, Contract Specialist
Printed Name, Title

_____, _____
Printed Name, Title

Date Signed 373-7141
Phone Number

Date Signed _____
Phone Number

TABLE OF CONTENTS

PART I – STATEMENT OF WORK 3

PART II – FINANCIAL TERMS..... 4

 1.0 CONTRACT TYPE.....4

 2.0 CONTRACT VALUE.....4

 2.1 Fully Funded4

 2.2 Basic Ordering Agreement.....4

 3.0 PAYMENT SCHEDULE.....4

 4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS4

 5.0 ESTIMATED BILLING5

 6.0 INVOICING INSTRUCTIONS.....5

 6.1 Contractor Invoices.....5

 7.0 FINAL RELEASE AND CLOSEOUT.....6

 8.0 SPECIAL INSTRUCTIONS6

 8.1 Back Charges6

PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS 8

 1.0 ATTACHMENTS INCORPORATED.....8

 2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS.....8

 3.0 CONTRACT PROVISIONS.....8

 3.1 General Provisions.....8

 3.2 Special Provisions, SP-4 - Construction Contracts.....8

 3.3 Special Provisions, SP-5 - On Site Services8

 3.4 Special Provisions, SP-16 - Representations and Certifications.....8

 3.5 Special Provisions, SP-19 - Labor Hours (LH)/Time and Materials (T&M) Contracts9

PART IV – SPECIAL TERMS10

 1.0 ADMINISTRATION10

 1.1 Term of Contract10

 1.2 Option to Extend the Term of the Contract.....10

 1.3 Contract Correspondence10

 1.4 Abnormal or Unusual Situations.....10

 1.5 Authorized Personnel.....11

 1.6 Contractor – Buyer Interface11

 1.7 Other Interfaces.....11

 1.8 Designation of Technical Representative11

 1.9 Contract Change Request.....11

 1.10 Work Schedules and Holiday12

 1.11 Foreign National Notification and Approval12

 2.0 DEFINITIONS12

 3.0 ASSUMPTIONS.....12

END OF CONTRACT.....12



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PART I – STATEMENT OF WORK

See Attached

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE

This Contract is a Firm Fixed Price (FFP) contract.

2.0 CONTRACT VALUE

2.1 Fully Funded

Total value will be determined at each Release.

2.2 Basic Ordering Agreement

1. This Basic Ordering Agreement (hereinafter referred to as “Agreement”) is the vehicle to facilitate award of services to be provided by the Contractor. Contractor is not guaranteed work as a result of receiving this Agreement. The Agreement does not contain an estimated contract value. A contractual commitment to perform work for an agreed contract value will be established only by award of a Task Order Release. The individual Task Order Release will contain the scope of work, the period of performance for the specific scope of work, the pricing type, and the agreed value for Contractor’s performance of the work.
2. Buyer will solicit the Contractor to submit proposals under this Agreement for a variety of services. Performance of work under this Agreement will be authorized by Buyer only by a fully executed Task Order Release using the process detailed below. Funding commitments under this Agreement are created solely through issuance and release of Task Order Releases for the services specified.
3. Only those individuals named by Buyer under Authorized Personnel are authorized to issue Task Order Releases and to make any changes to this Agreement.

Firm fixed price and fixed unit price Task Releases with defined deliverables or completions are the preferred pricing arrangements for Task Releases issued under this Contract, including any modifications made thereto. To the extent that firm fixed pricing arrangements are impracticable, the Buyer, at its sole discretion, may negotiate other types of task order pricing arrangements such as Time and Material and Labor Hour type contracts (terms of which, SP-19, are included in this BOA). Should cost-based pricing arrangements be contemplated (such as cost plus fixed fee), this BOA will require modification, as additional terms and conditions will apply.

3.0 PAYMENT SCHEDULE

Payment Schedule will be determined at the time of each Release.

4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

Buyer reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable, for any change orders or modifications that have an impact to the established Contract pricing.

5.0 ESTIMATED BILLING

It is mandatory for continued acceptable performance that the Contractor provide monthly, to Buyer's Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Contract through the current fiscal month closing (closing dates specified on the form). This information shall be provided in writing by email (preferred) or mail by the 15th of each month. This data shall be provided for each contract or task order release until all payments are received and each contract or task order release is complete.

Mailing Address: Email: CPCCA@rl.gov
Attn: Accruals
Central Plateau Cleanup Company
PO Box 1464 MSIN A4-03
Richland, WA 99352

The Monthly Contract-to-Date Cost Estimate Form is available for downloading at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>. A copy is also available from Buyer on request, or directly from the Contract Specialist.

6.0 INVOICING INSTRUCTIONS

6.1 Contractor Invoices

Invoices submitted to Buyer shall be submitted as follows. Failure to submit a proper and accurate invoice may result in reduction in payment, rejection or delay of the invoice until the required documentation is provided. Address invoicing requirement questions to the Contract Specialist.

General Requirements

1. Each Contract, Task Order Release and Purchase Order shall be invoiced separately and in a timely manner with respect to the invoiced products or services.
2. The invoice shall clearly & legibly identify the
 - a. Contractor's Name
 - b. Unique Invoice Number
 - c. Contract, Task Order Release and/or Purchase Order Number
 - d. Itemized description of the supplies or service provided
 - e. Amount being billed
 - f. the name and telephone number of a Contractor representative available to respond to questions about the invoice
3. Remittance will only be made to the remittance address on file for the Contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
4. An [Authorization for Electronic Funds Transfer \(EFT\) of Invoice Payments](#) shall be on file with Buyer before EFT payments can be made.

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5. Invoices will be paid according to the terms and conditions of the Contract *unless* substantiated evidence is obtained claiming Contractor is delinquent in payment to its subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying its subcontractor payments are current.

Contracts for Services

1. Unless otherwise authorized in the Contract, service contracts shall not be invoiced more than once per calendar month.
2. The total amount due for the billing period shall be clearly identified on all invoices (this amount shall be set apart from any cumulative amounts or subtotals).
3. Invoiced amounts, rates, other direct charges or travel shall be specifically defined in the Contract based on the Contract type to be allowable for reimbursement.

Submittal

1. Invoices and supporting documentation may be submitted electronically in a format acceptable to Buyer (preferred).
2. Submit invoices electronically via e-mail to both Buyer's Accounts Payable at the following e-mail address: CPCCAP@rl.gov and (in the same email) to the Contract Specialist.
 - a. The Contractor's name, invoice number, and the Contract and Task Order Release number(s) shall be in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract TBD.
3. Submit hard copy invoices including supporting documentation to Buyer's Accounts Payable organization at the address below.

Attn: Accounts Payable
Central Plateau Cleanup Company
P.O. Box 1464 Mail Stop A4-03
Richland, WA 99352

7.0 FINAL RELEASE AND CLOSEOUT

Contractor, after completion of work and receipt of final payment under this Contract, shall promptly execute and deliver a final release discharging the Buyer, the Government and their officers, agents, and employees of and from all liabilities, obligations and claims arising out of this Contract.

8.0 SPECIAL INSTRUCTIONS

8.1 Back Charges

Buyer reserves the right to back charge the Contractor for costs incurred by Buyer that are caused by the Contractor or Contractor's subcontractors in accordance with the

Contract General Provisions. In addition to the circumstances described in the General Provisions, the back charge may also result from:

1. Services performed by Buyer, at Contractor's request, which are within Contractor's scope of work under the Contract.
2. Costs sustained by Buyer as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.
3. Costs incurred by Buyer to fix all defects, deficiencies or errors that appear in the Work during the warranty period.
4. Costs associated with Buyer support costs when work is interrupted by a Contractor-caused delay or equipment failure.

At Buyer's sole discretion and if circumstance allow, Contractor may be offered the opportunity to propose a fix or take mitigating actions to reduce the impact and total back charge. In the event that Contractor fails to take satisfactory action, Contractor's option to mitigate shall be withdrawn and Buyer will take appropriate action to cure the problem and back charge Contractor.

END OF PART II – FINANCIAL TERMS

PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS

1.0 ATTACHMENTS INCORPORATED

The terms, provisions, forms, specifications, documents and attachments listed herein are hereby incorporated into and made a part of this Contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents. Where available, hyperlinks are provided for downloading the referenced document.

2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, terms, forms, attachments, specifications and other documents that this Contract incorporates by reference or attachment. Buyer hereby objects to any provisions inserted into this Contract that are different from or in addition to those set forth by Buyer in the Contract.

3.0 CONTRACT PROVISIONS

Unless specifically replaced or revised in the body of this Contract, the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the Contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. Provisions are posted for downloading at <https://cpcco.hanford.gov/page.cfm/ContractProvisions>. A copy is also available from Buyer on request.

3.1 General Provisions

Revision 0 dated January 25, 2021

3.2 Special Provisions, SP-4 - Construction Contracts

Revision 2 dated April 14, 2021

3.3 Special Provisions. SP-5 - On Site Services

Revision 1 dated March 16, 2021

3.4 Special Provisions, SP-16 - Representations and Certifications

Revision 0 dated January 25, 2021

Representations and Certifications made by the Contractor as part of the proposal and award process are hereby incorporated by reference into this Contract unless specifically excluded and agreed by Buyer in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said Representations and Certifications.



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3.5 Special Provisions, SP-19 - Labor Hours (LH)/Time and Materials (T&M) Contracts

Revision 1 dated April 20, 2021

END OF PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Term of Contract

The term of this Contract shall commence on 10/1/2021 and shall end on September 30, 2022 unless extended by the parties or unless terminated by other provisions of this Contract.

1.2 Option to Extend the Term of the Contract

This Contract includes the option(s) to extend the term identified herein. The total period of performance of the Contract includes the base period plus the optional period(s) that may be exercised by Buyer. Buyer will exercise the option(s) by providing thirty (30) day written notice to the Contractor prior to expiration of the Contractor's current period of performance.

1.3 Contract Correspondence

Buyer's Mailing Address:

Attn: Shelby Chubb
Central Plateau Cleanup Company
PO Box 1464 Mail Stop A4-02
Richland, WA 99352

Buyer's Street Address:

Attn: Shelby Chubb
Central Plateau Cleanup Company
825 Jadwin Ave Room 426
Richland, WA 99352

1.4 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this Contract work scope, the Contractor is to immediately contact the designated Contract Specialist or designated Buyer's Technical Representative (BTR). If the Contractor is unable to contact either the Contract Specialist or the BTR, the Contractor is to contact the Buyer Occurrence Notification Center at (509) 376-2900, which is available 24 hours a day, seven days a week, and provide them with: Contract Number, Contract Specialist's name, BTR's name and a short summary of the abnormal or unusual situation. If after making contact with Buyer, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contractor is to make the appropriate immediate emergency call to 911 or 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

1.5 Authorized Personnel

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Shelby Chubb
Manager, DJ Wuennecke

1.6 Contractor – Buyer Interface

Buyer and the Contractor will interface only through Buyer’s Contract Specialist for clarifications and questions.

1.7 Other Interfaces

Additional Buyer contacts will be identified at the kickoff meeting.

1.8 Designation of Technical Representative

The designated Buyer’s Technical Representative (BTR) for this contract is:

TBD

The BTR is responsible for monitoring and providing technical guidance for this Contract and shall be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor’s personnel while on site and the interface between Contractor and other Buyer organizations supporting Contract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this Contract. The BTR may not direct work or authorize any change outside of the written Contract and Contract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, Contractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the Contract shall be taken until the Contract Specialist makes a determination and/or modifies the Contract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon Buyer unless formalized by proper Contract documents executed by the Contract Specialist.

1.9 Contract Change Request

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the Contract Change Identification Form. The appropriate portions of the Change Form shall be completed by the Contractor. A red-line mark up of the Statement of Work or Specification showing where the proposed changes fit within the scope shall be attached, if applicable. Change Form numbering shall be left blank and assigned by Buyer upon receipt. Buyer will complete an evaluation, provide a

disposition and determine additional actions required, as appropriate. The purpose of the form is to facilitate formal communications.

1.10 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. Buyer and some other organizations are working a 4x10 schedule and others observe alternate Friday closures.

Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific Contract and/or work location. BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements with Buyer, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to plan for and obtain specific schedule concurrence in advance.

1.11 Foreign National Notification and Approval

The Contractor, regardless of work location, shall obtain Buyer's approval prior to providing any Foreign National (non-U.S. citizen) access to any Department of Energy (DOE)/Buyer sites, programs, information and technologies under this Contract. Prior approval is also required for Contractor-hosted meetings where Foreign National(s) will be present (in person or virtually). Foreign National requests will be processed in accordance with [DOE Order 142.3A Chg 1 \(MinChg\)](#), *Unclassified Foreign Visits and Assignments Program*, and applicable Hanford Site procedures.

Furthermore, Contractor travel outside the United States for the purpose of performing work under this Contract shall be approved in advance by Buyer. Foreign travel will be reviewed and processed in accordance with [DOE Order 551.1D Chg 2 \(Minor Revision\)](#), *Official Foreign Travel*.

2.0 DEFINITIONS

There are no special definitions applicable to this Contract.

3.0 ASSUMPTIONS

There are no special assumptions applicable to this Contract.

END OF PART IV – SPECIAL TERMS

END OF CONTRACT