



DRAFT CONTRACT NO. 360807

BUILDING TRADE CRAFTS SAFETY REPRESENTATIVE SERVICES

Buyer:

Central Plateau Cleanup Company LLC
Mail Stop A7-05
P.O. Box 1464
Richland, WA 99352

Contractor:

Company
Street
City, St, Zip

Contract Specialist: Toree Conatore
Phone Number: (509) 372-8441

Contractor Contact:
Phone Number:

Start Date: 10/1/2022
Contract Type: Labor Hour (LHC)
Contract Value: \$TBD

End Date: 9/30/2023
FOB Point: N/A
Payment Terms: Net 30

Central Plateau Cleanup Company

Contractor Authorized Signature

Toree P. Conatore/Contract Specialist
Printed Name/Title

Printed Name/Title

Date Signed

Date signed

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PART I – STATEMENT OF WORK

Attachment 1 – Rev 0 dated 9/12/22

END OF PART I – STATEMENT OF WORK

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PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE

This Contract is a Labor Hour type contract.

2.0 CONTRACT VALUE

The estimated value of this Contract is a not to exceed ceiling of **\$TBD** including fee and applicable taxes (use for T&M/LH, Cost, and other contracts).

Unless otherwise specified in the Contract, the labor-hour prices are fully burdened and firm for the duration of the Contract.

3.0 PAYMENT SCHEDULE

In accordance with the provision of this Contract/Release, Contractor shall be reimbursed for authorized and approved work in accordance with the following:

LABOR

<u>Name/Classification</u>	<u>Hourly Rate</u>
1) Electrical General Foreman	\$TBD
2) Pipefitter General Foreman	\$TBD

4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

CPCCo 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

The Contractor shall provide monthly to Buyer an estimate of the total billable cost (invoiced plus invoiceable) from inception of the Contract through the current fiscal month end. 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. This data shall be provided electronically (preferred) each month, typically between the 12th and 16th of the month at the site link, Hanford Vendor Registration, which displays a list of fiscal month end dates. For technical issues, contact vendorregsupport@rl.gov. Alternative methods for submitting this data are email or mail and shall be received by Buyer by the 15th of each month. Use either the Microsoft® Excel® or Word version of the Monthly Contract-to-Date Cost Estimate Form found at https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs to be emailed to CPCCA@rl.gov. Do NOT send to both.

6.0 INVOICING INSTRUCTIONS

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

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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.
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 courtesy copy the Contract Specialist.

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- 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 <<Enter Contract Number>>.

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.

8.2 Work Hours

Contractor personnel providing professional and staff augmentation support under this Contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours. This shall be taken into consideration when identifying job position and salary levels.

END OF PART II – FINANCIAL TERMS

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PART III – GENERAL TERMS and ATTACHMENTS

1.0 ATTACHMENTS INCORPORATED

1. Attachment 1 – Statement of Work, Rev 0 dated August 6, 2021
2. Hanford Site Stabilization Agreement
3. 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 2 dated January 11, 2022

3.4 Special Provisions, SP-16 - Representations and Certifications

Revision 1 dated May 4, 2022

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**

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PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Term of Contract

The term of this Contract shall commence on 10/01/22 and shall end on 9/30/23, 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 a 30-day written notice to the Contractor prior to expiration of the Contractor's current period of performance.

- Option Period 1 – 10/1/2023 through 9/30/24

For the Option Period 1, a cost proposal shall be submitted utilizing the current HSSA rates/fringe/benefits, current statutory and current tax requirements.

1.3 Options

The Contract Specialist retains the sole right to exercise the option(s) included in this Contract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of Buyer to exercise any or all of the option(s) nor extend the Contract beyond the end date specified by the Contract or most current Contract amendment. Buyer may exercise one or more options by providing written notice to the Contractor prior to the most current Contract end date. Lacking written notice by Buyer, the option(s) will expire with the Contract.

1.4 Contract Correspondence

Buyer's Mailing Address:

Attn: Toree Conatore
Central Plateau Cleanup Company
P.O. Box 1464 A7-05
Richland, WA 99352

Buyer's Street Address:

Attn: Toree Conatore
Central Plateau Cleanup Company
2620 Fermi Ave.
Richland, WA 99352

1.5 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

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(CS) or designated CPCCo Technical Representative (BTR). If the Contractor is unable to contact either the CS or the BTR, the Contractor is to contact the Hanford Emergency Operations Center (EOC) Shift Office 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 CPCCo, 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 CPCCo as set forth herein.

1.6 Authorized Personnel

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

- Contract Specialist, Toree Conatore
- Services Contracts Manager, Brandis Wood (Acting)

1.7 Contractor to Buyer Interface

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

1.8 Other Interfaces

Additional Buyer contacts will be identified at the kickoff meeting.

1.9 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.

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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.

1.10 Proprietary Data Submittals

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be “Proprietary Data,” the document transmitting the data or which contains the data, shall be boldly marked indicating that the data Included is considered to be proprietary.

1.11 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. CPCCo 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 CPCCo, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

CPCCo 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.

1.12 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*.

1.13 Hanford Site Stabilization Agreement

In accordance with Special Provision 4 section 8.0 and prior to award of any contract for construction and/or Davis Bacon covered work to be done on the Hanford Site the contractor and any lower-tier contractors must be signatory to the Hanford Site Stabilization Agreement (HSSA) including all appendices and most recent changes. A signed Employer Compliance Agreement must be provided to CPCCo with each proposal and kept current and in force during performance of any resulting contract. Reference

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copies of the Employer Compliance Agreement, the HSSA and amendments are posted on CPCCo Acquisition web site.

1.14 FAR 52.223-99 – Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)

- a. Definition. As used in this clause –
United States or its outlying areas means—
 - 1. The fifty States;
 - 2. The District of Columbia;
 - 3. The commonwealths of Puerto Rico and the Northern Mariana Islands;
 - 4. The territories of American Samoa, Guam, and the United States Virgin Islands; and
 - 5. The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll and Wake Atoll.
- b. Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
- c. Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this Contract, for Contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.
- d. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

1.15 DEFINITIONS

There are no special definitions applicable to this Contract.

1.16 ASSUMPTIONS

There are no special assumptions applicable to this Contract.

END OF PART IV – SPECIAL TERMS

END OF CONTRACT