



DRAFT CONTRACT NO. 368641

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

Buyer:

Central Plateau Cleanup Company
P.O. Box 1464 Mail Stop
Richland, WA 99352

Contractor:

Company
Address
City, State Zip

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

Contractor Contact: << Enter Name >>
Phone Number: << Enter Phone Number >>

Start Date: TBD
Contract Type: Time & Materials (T&M)
Contract Value: \$TBD

End Date: 11/30/27
FOB Point: Destination
Payment Terms: NET 30

Central Plateau Cleanup Company (Buyer)

Contractor Authorized Signature

Toree Conatore, Contract Specialist
Printed Name, Title

_____, _____
Printed Name, Title

Date Signed

Date Signed

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

TABLE OF CONTENTS

PART I – STATEMENT OF WORK.....	4
PART II – FINANCIAL TERMS.....	5
1.0 CONTRACT TYPE.....	5
2.0 CONTRACT VALUE	5
3.0 PAYMENT SCHEDULE	5
4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS	6
5.0 ESTIMATED BILLING.....	6
6.0 INVOICING INSTRUCTIONS.....	6
6.1 Contractor Invoices	6
6.2 General Requirements	6
6.3 Contracts for Services.....	7
6.4 Submittal.....	7
7.0 FINAL RELEASE AND CLOSEOUT.....	8
8.0 SPECIAL INSTRUCTIONS	8
8.1 Back Charges.....	8
8.2 Work Hours.....	8
PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS	9
1.0 ATTACHMENTS INCORPORATED.....	9
2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS	9
3.0 CONTRACT PROVISIONS	9
3.1 General Provisions, Revision 0 dated January 25, 2021.....	9
3.2 Special Provisions, SP-4 - Construction Contracts, Revision 2 dated April 14, 2021	9
3.3 Special Provisions, SP-5 - On Site Services, Revision 2 dated January 11, 2022	9
3.4 Special Provisions, SP-16 - Representations and Certifications, Revision 2 dated June 29, 2023	9
3.5 Special Provisions, SP-19 - Labor Hours (LH)/Time and Materials (T&M) Contracts, Revision 1 dated April 20, 2021.....	10
3.6 Applicable Wage Determination No. WD WA20230002 (5/19/23) – Building, Heavy, and Highway, is incorporated by reference.	10
3.7 H.36 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014).....	10
PART IV – SPECIAL TERMS.....	11
1.0 ADMINISTRATION.....	11
1.1 Term of Contract.....	11
1.2 Contract Correspondence.....	11
1.3 Abnormal or Unusual Situations	11

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

1.4	<i>Authorized Personnel</i>	11
1.5	<i>Contractor – Buyer Interface</i>	12
1.6	<i>Other Interfaces</i>	12
1.7	<i>Designation of Technical Representative</i>	12
1.8	<i>Key Personnel</i>	12
1.9	<i>Material/Fabrication Items Requirements</i>	13
1.10	<i>Packing List</i>	13
1.11	<i>Package Identification</i>	13
1.12	<i>Contractor Submittals</i>	13
1.13	<i>Proprietary Data Submittals</i>	14
1.14	<i>Document Transmittals</i>	14
1.15	<i>Engineering Drawing Standards</i>	14
1.16	<i>Requests for Clarification or Information</i>	14
1.17	<i>Contract Change Request</i>	14
1.18	<i>Work Schedules and Holiday</i>	15
1.19	<i>Foreign National Notification and Approval</i>	15
1.20	<i>Service Contract Labor Standards</i>	15
1.21	<i>Former Buyer Team Employees</i>	16
2.0	DEFINITIONS	16
3.0	ASSUMPTIONS	16
	END OF CONTRACT	16

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

PART I – STATEMENT OF WORK

See attached Statement of Work dated 10/4/23

END OF PART I – STATEMENT OF WORK

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE

This is a Time & Materials (T&M) contract.

2.0 CONTRACT VALUE

The estimated value of this Contract is a not to exceed ceiling of **\$TBD** including fee and applicable taxes.

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

Name/Classification Hourly Rate

Direct Materials, Equipment, Travel, Other Direct Costs

The primary technical contributors for this Contract/Release when identified above shall not be reassigned during the period of performance of this Contract/Release without prior approval of the Contract Specialist and Buyer’s Technical Representative (BTR). Other employees of the Contractor, not listed above but listed on the Contract’s Labor Compensation Schedule, may be used for nominal work efforts on this Contract/Release, provided that:

1. The Contractor submits prior written notification to the Contract Specialist and the BTR,
2. The Contractor does not exceed the Contract/Release ceiling price, and

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

3. Only those employees named on the authorized and approved Labor Compensation Schedule in effect on the date work occurred shall be authorized to perform work on this Contract/Release.

3.1 Estimated Cost of Contract

The estimated value for this Contract is as stated above. The Contractor shall not exceed this amount without specific written authorization from Buyer. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

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

The Contractor shall provide monthly to Buyer an estimate of the total cost incurred (invoiced plus cost incurred for the current fiscal month) 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, through Hanford Vendor Registration, which displays a list of fiscal month end dates. Contact vendorregsupport@rl.gov with technical issues.

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>. Contractor may submit accruals via email at CPCCA@rl.gov.

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.

6.2 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.

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

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.

6.3 Contracts for Services

1. For Labor-Hour/Time and Material type contracts, refer to the Special Provisions 19 Labor Hour/time and Materials Contract Types, Section 5.0 Contractor Timekeeping Record Signature Requirement.
2. Unless otherwise authorized in the Contract, service contracts shall not be invoiced more than once per calendar month.
3. 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).
4. 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.

6.4 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. The Contractor's name, invoice number, and the Contract

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

and Task Order Release number(s) shall be in the subject line of the e-mail message used to submit an electronic invoice.

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

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

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

- Change in Section 4.0 Bonds: Payment and performance bonds are required if the contract value exceeds \$150,000.00.

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 2 dated June 29, 2023

- 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.

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

- 3.5 Special Provisions, SP-19 - Labor Hours (LH)/Time and Materials (T&M) Contracts, Revision 1 dated April 20, 2021**
- 3.6 Applicable Wage Determination No. WD WA20230002 ([5/19/23](#)) – Building, Heavy, and Highway, is incorporated by reference.**
- 3.7 H.36 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)**
- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

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

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Term of Contract

The term of this Contract shall commence on **TBD** and shall end on **11/30/27** unless extended by the parties or unless terminated by other provisions of this Contract.

1.2 Contract Correspondence

Buyer’s Mailing Address:

Attn: Toree Conatore
Central Plateau Cleanup Company
PO Box 1464 Mail Stop A7-05
Richland, WA 99352

Buyer’s Street Address:

Central Plateau Cleanup Company
2620 Fermi Ave.
Richland, WA 99354

1.3 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 Emergency Operations 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 (509) 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

1.4 Authorized Personnel

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

- Contract Specialist, Toree Conatore
- Manager, Robbin Duncan

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

1.5 Contractor – Buyer Interface

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

1.6 Other Interfaces

Additional Buyer contacts will be identified at the kickoff meeting.

1.7 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.

1.8 Key Personnel

Contractor agrees those individuals determined to be key individuals shall not be reassigned without the written agreement of Buyer. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Contract the Contractor, with the approval of Buyer, shall replace such individual with an individual substantially equal in abilities or qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Contract:

- TBD

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

1.9 Material/Fabrication Items Requirements

The terms of this Contract require materials/fabricated items to be delivered per the Statement of Work by <<Enter Date>> unless terminated by other provisions of this Contract.

1.10 Packing List

Contractor shall enclose a packing list with each shipment referencing:

1. Name of Contractor
2. Contract number and item number
3. Date of Contract
4. Itemized list of supplies or services furnished
5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

1.11 Package Identification

All envelopes, boxes or packages shipped to Buyer in performance of this Contract shall be clearly marked with the Contract number.

1.12 Contractor Submittals

The Contractor submittals identified herein on the Submittal Register shall be submitted by the Contractor using the Contractor Document Submittal Form (CDSF). Instructions for completion of the CDSF are included with the form. The quantity, frequency and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the CDSF by the Contractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the CDSF when indicated on the Submittal Register. CDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Contractor with a request for resubmission (i.e., marked as: “B” and “Resubmit – Yes”; or “C” Revise and Resubmit) the Contractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within ten (10) working days from the disposition date. New submittals shall require the Contractor to contact Buyer if additional Submittal Numbers are required.

Changes to a Contractor’s deliverables, that have not been accepted by Buyer as complete shall be re-submitted using the CDSF form and in accordance with a Contractor’s Buyer-approved Quality Assurance and/or Engineering Program.

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

1.13 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 in considered to be proprietary.

1.14 Document Transmittals

The Contractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Contract. The transmittal shall contain:

1. A unique identification number,
2. A brief identification of the document(s) including revisions,
3. The date of the transmittal,
4. Purpose of the transmittal, including required action (if any),
5. Signature of supplier representative, and
6. Means or provisions for receipt acknowledgement by Buyer.

1.15 Engineering Drawing Standards

All engineering drawing deliverables required in this contract shall be submitted in AutoCAD and comply with the requirements of the current revision of CPCC-STD-EN-40279, Engineering Drawing Standards.

1.16 Requests for Clarification or Information

Where necessary, the Contractor may elect to submit formal requests for Clarification or Information as necessary to obtain technical clarifications using the Request for Clarification or Information (RCI) Form. The inquiry portion of the RCI Form shall be completed by the Contractor, including a determination of priority and an identification of schedule delay with the issue, if applicable. RCI Form numbering shall be left blank and assigned by Buyer upon receipt. Buyer will complete an evaluation, and provide a disposition and determine additional actions required, when appropriate. The purpose of the form is to facilitate formal communications when necessary.

1.17 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

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

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

1.18 Work Schedules and Holiday

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.

1.19 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.

1.20 Service Contract Labor Standards

This Contract is subject to Service Contract Labor Standards (formerly known as the McNamara-O'Hara Service Contract Act of 1965) as specified in FAR 22.10. In accordance with Service Contract Labor Standards, the Contractor shall pay service employees, employed in the performance of this Contract, no less than the minimum wage and furnish fringe benefits specified by Service Contract Labor Standards or applicable Wage Determination.

The Service Contract Labor Standards Wage Determination specifically for this Contract are posted here.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor website.

105B FACILITY ROOF REHABILITATION AND CMU REPAIR & REPOINTING

1.21 Former Buyer Team Employees

The Contractor is required to identify to Buyer as part of the proposal or in advance of performance when any former employee of the Buyer Team, who left the Team within twelve months of the new award, is proposed to work on a staff-augmentation basis under the Contract or Task Order Release. Buyer reserves the right to not contract for the individual(s).

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