

SECTION B: DRAFT CONTRACT

Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.

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

Contractor:
TBD
TBD
TBD

Contract Specialist: Brandon Lilly
 Phone Number: 509-376-1155

Contractor Contact: **TBD**
 Phone Number: **TBD**

Start Date: 6/5/2025
 Contract Type: Firm Fixed Price (FFP)
 Contract Value: \$**TBD**

End Date: 4/30/2026
 Payment Terms: Net 30 Days

Central Plateau Cleanup Company (Buyer)

Contractor Authorized Signature

Brandon Lilly,
 Printed Name, Title

_____,
 Printed Name, Title

 Date Signed 509-376-1155
 Phone Number

 Date Signed _____
 Phone Number

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PART I – STATEMENT OF WORK

See Attached Statement of Work:

“Mixed Waste Trenches 31/34 Leachate Tank Replacement” REV0 3/3/2025

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

The value of this Contract is \$**TBD**

3.0 PAYMENT SCHEDULE

TBD

3.1 Milestone Payment Schedule – Fixed Price Line Items

Subject to such other limitations and conditions as are specified in this Contract and this clause, Contractor may request milestone payments in accordance with the Milestone Payment Schedule Table (Milestone Table).

1. Buyer may reduce or suspend milestone payments, deduct the amount of milestone payments previously paid from any amounts owing to Contractor, or take a combination of these actions after any of the following conditions occurs:
 - a. The Contractor failed to comply with any material requirement of this Contract,
 - b. Performance of this Contract is endangered by the Contractor's failure to make progress or unsatisfactory financial condition, or
 - c. The Contractor is delinquent in payment of any subcontractor or supplier under this Contract in the ordinary course of business, or
 - d. The amount of payments under this Contract exceed any limitation in this Contract
 - e. Contractor fails to satisfactorily remedy such condition.
2. Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by Buyer to determine that a milestone event has been successfully completed. Contractor shall provide Buyer reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance. Buyer may decline one or more milestone payment requests any time the Contractor's records or controls are determined by Buyer to be inadequate for support of the request.
3. Buyers's rights and remedies under this clause are not exclusive, but rather are in addition to any other rights and remedies provided by law or this Contract.

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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. The billing period (beginning date and end date) shall be clearly identified on all invoices.
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.

Submittal

1. Invoices and supporting documentation may be submitted electronically in a format acceptable per FAR 32.905.
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 H7-32
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.

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

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 3 dated January 28, 2025

3.2 Special Provisions, SP-4 - Construction Contracts

Revision 3 dated January 16, 2024

3.3 Special Provisions, SP-5 - On Site Services

Revision 5 dated January 23, 2025

3.4 Special Provisions, SP-13 - General Transportation Instructions

Revision 0 dated January 25, 2021

3.5 Special Provisions, SP-14 - Hazardous Waste Transportation and Disposal

Revision 0 dated January 25, 2021

3.6 Special Provisions, SP-16 - Representations and Certifications

Revision 5 dated January 23, 2024

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.

3.7 Construction Wage Determination (WD) (Formerly Davis Bacon)

Wage Determination WD# WA20250002 – Mod 1 – 2/13/2025

**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 6/5/2025 and shall end on 4/30/2026 unless extended by the parties or unless terminated by other provisions of this Contract.

1.2 Contract Correspondence

Buyer’s Mailing Address:

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

Buyer’s Street Address:

Attn: Brandon Lilly
Central Plateau Cleanup Company
2620 Fermi Avenue Room B130
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, Brandon Lilly
Manager, Max Bennett

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:

Frank Aguilar, 509-376-4862, MSIN T4-10

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 and qualifications. Key Personnel qualifications listed in SOW Section 01150.

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

- Project Manager – **TBD**
- Lead Design Engineer/Engineering Manager – **TBD**
- On-Site Safety Representative – **TBD**

-
- On-Site Field Work Supervisor – **TBD**

1.9 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)

1.10 Package Identification

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

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 Contract Change Request

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the Contract Change 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.

1.17 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.

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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.

1.18 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*.

1.19 On Site Work Restriction

Unless authorized by the Contract Specialist for specific Contractor personnel for a specific time, location, and purpose or otherwise incorporated into the Contract by a modification, Contract work scope activities are not authorized to be performed on the Hanford Site.

1.20 Construction Wage Determination – (Formerly Davis-Bacon)

This Contract is subject to WD# WA20250002-Mod 1- Revised 02/13/2025. All reporting requirements apply.

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

TBD

END OF PART IV – SPECIAL TERMS

END OF CONTRACT