



CONTRACT NO: <<Enter contract number>>

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

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

Contractor:

<< Enter Contractor Name >>
<< Enter Street Address >>
<< Enter Street Address >>
<< Enter City, State, Zip >>

Contract Specialist: S. Bradley Puntteney
Phone Number: (509) 376-5576

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

Start Date: << Click here to enter a date >>
Contract Type: Firm Fixed Price (FFP)
Contract Value: \$ << Enter contract value >>

End Date: << Click here to enter a date >>
FOB Point: << Enter FOB Point >>
Payment Terms: << Enter Payment Terms >>

Central Plateau Cleanup Company

Contractor Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed Phone

Date Signed Phone

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

TABLE OF CONTENTS

PART I – STATEMENT OF WORK	4
PART II – FINANCIAL TERMS.....	5
1.0 CONTRACT TYPE AND VALUE	5
1.1 Limitation of Funds	5
2.0 PAYMENT SCHEDULE.....	5
2.1 Payment Schedule.....	10
3.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS	10
4.0 TAXES.....	10
5.0 PAYMENT TERMS.....	11
5.1 Estimated Billing	11
6.0 DEFINITIONS	11
7.0 ASSUMPTIONS.....	11
8.0 INVOICING INSTRUCTIONS.....	11
8.1 Contractor Invoices.....	11
9.0 CLOSEOUT AND FINAL PAYMENT.....	13
9.1 Closeout Certification	13
10.0 SPECIAL INSTRUCTIONS	13
10.1 Backcharges	13
PART III – GENERAL TERMS AND ATTACHMENTS	14
1.0 General.....	14
1.1 Acceptance of Terms and Conditions.....	14
1.2 Attachments Incorporated	14
1.3 Order of Precedence.....	14
1.4 Subcontracting.....	15
PART IV – SPECIAL TERMS	15
1.0 ADMINISTRATION	15
1.1 Contract Correspondence	15
1.2 Abnormal or Unusual Situations	16
1.3 Term of Contract	16
1.4 Authorized Personnel.....	16
1.5 Contractor Submittals – Contract.....	16
1.6 Document Transmittals	17
1.7 Electronic Mail Capability	17
1.8 Requests for Clarification or Information.....	17
1.9 Work Schedules and Holiday	17
1.10 Key Personnel	18

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

1.11	Proprietary Data Submittals.....	18
1.12	Contractor – CPCCo Interface.....	18
1.13	Other Interfaces.....	18
1.14	Designation of Technical Representative	18
1.15	Former CPCCo Team Employees.....	19
1.16	Hanford Site Stabilization Agreement.....	19
1.17	Engineering Drawing Standards	19
1.18	Independent Contractor	19
1.19	Contract Change Request	20
1.20	Contractor Hours Worked Onsite	20
2.0	CONTRACT PROVISIONS	21
2.1	General Provisions - Revision 0, dated January 25, 2021	21
2.2	Special Provisions, SP-4 - Construction Contracts - Revision 1, dated March 10, 2021	21
2.3	Special Provisions. SP-5 - On Site Services - Revision 1, dated March 16, 2021.....	21
2.4	Special Provisions, SP-9 - Organizational Conflict of Interest - Revision 0, dated January 25, 2021.....	21
2.5	Special Provision, SP-11 - Subcontracting Plan - Revision 0, dated January 25, 2021.....	21
2.6	Special Provisions, SP-16 - Representations and Certifications - Revision 0, dated January 25, 2021.....	21
	END OF CONTRACT.....	22



CONTRACT NO: <<Enter contract number>>

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

PART I – STATEMENT OF WORK

See Attachment 1 – Statement of Work for Construction – 105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work – Revision 0 dated March 3, 2021

END OF PART I – STATEMENT OF WORK

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE AND VALUE

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

The value of this Contract is <<Value of Contract>>

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

1.1 Limitation of Funds

(a) Contract line items **XX** of this contract are incrementally funded. For **Task XX and Task XX, the sum of \$XXX.XX** of the total price is currently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (n) of this clause. Any other task not listed above is not authorized for work. If a task is incrementally funded, in the event of termination before it is fully funded, the Buyer's maximum liability for the task will be the lower of the amount of funds allotted to the task or the amount payable to the Contractor per the Termination for Convenience clause of this Contract. For each task, there is:

- (1) A fixed-price for the action;
- (2) A fixed amount of work that corresponds to the fixed-price;
- (3) A planned funding schedule that corresponds to the fixed-price and the fixed amount of work;
- (4) No Buyer obligation to the Contractor until the Buyer allots funds to the Contract for the action;
- (5) If the Buyer allots funds, a maximum Buyer obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
- (6) An obligation that the Buyer will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each incrementally-funded, fixed-price task:

- (1) The Buyer's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Buyer to the contract for the task;

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

- (2) The Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed-price for each of the fixed-price tasks included in this contract:
- (i) The added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - (ii) The specific risk that in the event of termination of an incrementally funded task before the task is fully funded, the Contractor could receive less than the Termination for Convenience clause of this contract would allow, that is, because the maximum Buyer obligation for a fixed-price task is the allotted funds for the task, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience clause of this Contract would allow.
- (3) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Buyer, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
- (4) If funds become available and the Buyer's need continues, the Buyer will allot funds periodically to the tasks, the Contractor will provide a fixed amount of work for the funds allotted, and the Buyer will pay the Contractor based on the price of the fixed amount of work. The Buyer will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
- (5) The Contractor agrees to provide the fixed amount of work for the fixed-price identified, in Part II, paragraph 2.1, Compensation Schedule of this Contract, and in accordance with the performance schedule identified in **TBD** of this Contract, provided the Buyer provides the funding per or earlier than the Schedule in paragraph (k) of this clause. At any time, the cumulative amount of funds allotted is the fixed-price for the cumulative fixed amount of work identified with the funds.
- (c) For each task:
- (1) The fixed-price (of both the entire task and of the current cumulative amount of funds allotted to the task at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

(2) The Contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

(3) If the Buyer meets the entire Funding Schedule:

- (i) The cumulative amount of funds allotted will equal the tasks fixed-price; and
- (ii) The Contractor must provide the work the Contract requires for the task
- (iii) The fixed-price for each task is listed in Part II, paragraph 2.1 of this Contract.
- (iv) The Funding Schedule for each task is in paragraph (k) of this clause. The sum of the funding for each task equals the fixed-price of the task.

(e) The Funding Schedule for each task is in paragraph (k) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Buyer separately for **(insert Task #'s)** and the work to be performed for the funds allotted.

(1) The Contractor may bill against a task only after the Buyer has allotted funds to the task and the Contractor has delivered the services and earned amounts payable for the task.

- (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

(f) If during the course of this Contract the Buyer is allotting funds to a task per or earlier than the Funding Schedule, this Contract to that point will be considered a simple fixed-price contract for that task regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

(1) The Buyer's and the Contractor's obligations under the contract for the task, with the exception that the Buyer's obligation for the task, is limited to the total amount of funds allotted by the Buyer to the task and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Buyer equals the total amount allotted, will be as if the task were both fixed-price and fully funded at time of Contract execution, that is, the Contractor agrees that: it will perform the work of the Contract for that task; and neither the fixed-price for the task

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

nor any other term or condition of the Contract will be affected due to the tasks being incrementally funded.

- (i) The Contractor agrees, for example, if the Buyer allots funds to a task per or earlier than all of the funding dates in the Funding Schedule for the task, the Buyer has met all of its obligations just as if the task were fully funded as of the time of Contract execution and the Contractor retains all of its obligations as if the task were fully funded as of the time of Contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Buyer equals the total amount allotted to the Contract; consequently, if the Contractor earns amounts payable at any time in performing work for the task that exceed the total amount of funds allotted by the Buyer to the Contract for the task.

(A) It (not the Buyer) will be liable for those excess amounts payable;

(B) It will remain liable for its obligations under every term or condition of the Contract; and

(C) If it fulfills all of its obligations for that task and the Buyer allots funds to the task equal to the task's fixed-price, the Buyer will pay it the fixed-price for the task and no more.

- (ii) The Contractor also agrees, for example, if the Buyer allots funds to a task by the first funding date in the Funding Schedule, the Buyer has met all of its obligations up to that point in the Contract as if the task were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had been agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the task were fully funded; consequently, if the Buyer subsequently terminates the task it will pay the Contractor the lower of the following two amounts: the amount allotted by the Buyer to the task; or the amount payable per the Termination for Convenience clause of this Contract.

(g) The Contractor shall notify the Buyer in writing whenever it has reason to believe that the amount payable it expects to earn for the task in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the task by the Buyer.

- (1) The notification is for planning purposes only and does not change any obligation of either the Buyer or the Contractor.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

- (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Buyer equals the total amount allotted to the task.

- (3) The Buyer may require the Contractor to continue performance of that task for as long as the Buyer allots funds for that task sufficient to cover the amount payable for that task.
 - (i) If the Buyer does not allot funds to a task per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment; and
 - (A) The Buyer's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Buyer to the Contract for that task;
 - (B) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Buyer, equals the total amount allotted to the Contract;
 - (C) If the Buyer subsequently terminates the task, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Buyer to the contract for the task; or the amount payable per the Termination for Convenience clause of this Contract.

- (h) Except as required by either other provisions of this Contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either task-
 - (1) The Buyer is not obligated to reimburse the Contractor in excess of the total amount allotted by the Buyer to this Contract for the task; and

 - (2) The Contractor is not obligated to continue performance under this contract related to the task or earn amounts payable in excess of the amount allotted to the Contract by the Buyer until the Buyer notifies the Contractor in writing that the amount allotted by the Buyer has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Buyer to the task.

- (i) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the contract specialist, shall affect the

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

amount allotted by the Buyer to this Contract for a task, which will remain at all times the Buyer's maximum liability for a task. In the absence of the specified notice, the Buyer is not obligated to reimburse the Contractor for any amounts payable earned for a task in excess of the total amount allotted by the Buyer to this Contract for a task, whether earned during the course of the contract or as a result of termination.

(1) Change Orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Buyer's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Buyer for a task unless they contain a statement increasing the amount allotted.

(j) Nothing in this clause shall affect the right of the Buyer to terminate this Contract for convenience or default.

(k) Funding Schedule. The parties contemplate that the Buyer will allot funds to this contract in accordance with the following schedule:

TBD

2.0 PAYMENT SCHEDULE

2.1 Payment Schedule

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

To be updated

3.0 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.

4.0 TAXES

Contractor shall refer to the TAXES section of the General Provisions.



CONTRACT NO: <<Enter contract number>>

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

5.0 PAYMENT TERMS

5.1 Estimated Billing

It is mandatory for continued acceptable performance that the Contractor provide monthly, to CPCCo 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 must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each contract release until all payments are received and the contract is complete.

Mailing Address: Email: CPCCA@rl.gov Fax: (509) 376-0302

Central Plateau Cleanup Company, LLC
Attn: Accruals, A4-03
P.O. Box 1464
Richland, WA 99352

The Monthly Contract-to-Date Cost Estimate Form can be obtained directly from the Contract Specialist.

6.0 DEFINITIONS

There are no special definitions applicable to this contract.

7.0 ASSUMPTIONS

There are no special assumptions applicable to this contract.

8.0 INVOICING INSTRUCTIONS

8.1 Contractor Invoices

Invoices submitted to CPCCo shall be submitted as follows. Failure to submit a proper and accurate invoice may result in rejection or delay of the invoice. Address invoicing requirement questions to the Contract Specialist.

General Requirements

1. Submittal of an invoice constitutes Contractor's certification that materials, work and/or services have been provided, and invoiced amounts are in accordance with the contract.
2. Each Contract, Release and Purchase order must be invoiced separately and in a timely manner with respect to the invoiced products or services.
3. The invoice must clearly & legibly identify the
 - a. Contractor's Name

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

- b. Unique Invoice Number
 - c. Contract, Contract Release and/or Purchase Order Number
 - d. Itemized description of the supplies or service provided
4. 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.
 5. An “Authorization for Electronic Funds Transfer (EFT) of Invoice Payments” must be on file with CPCCo before EFT payments can be made.
<http://www.hanford.gov/pmm/files.cfm/eft.pdf>
 6. Invoices should include the name and telephone number of a company representative available to respond to questions about the invoice.
 7. Invoices shall be paid according to the terms and conditions of the contract *unless*; substantiated evidence is obtained claiming Contractor is delinquent in payment to sub-tier Subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying all sub-tier payments are current.

Contracts for Services:

8. Unless otherwise authorized in the contract, service contracts may not be invoiced more than once per calendar month.
9. The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals).
10. Invoiced amounts, rates, other direct charges or travel must be specifically defined in the contract to be allowable for reimbursement.
11. When applicable for this type of contract, indicate the name(s) of the worker(s) labor rate, billable work hours, and period of performance on each invoice.
12. Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under clause, “Reimbursement of Travel Expenses” or as otherwise stated within the Contract.

Purchase Orders:

13. Invoices must indicate the quantity, unit description and unit price for each item listed.
14. Invoices that include a total freight charge that is equal to or greater than \$100.00 must include a copy of the freight bill. If the carrier is UPS, the Contractor must provide the weight, quantity and Shipping Point.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

Submittal

15. Invoices and supporting documentation may be submitted electronically in a format acceptable to CPCCo (preferred).
16. Submit invoices electronically via e-mail to both CPCCo Accounts Payable (CPCCo AP) 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 release numbers must be shown 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 XXXXX-X.
17. Submit hard copy invoices including supporting documentation to CPCCo's Accounts Payable organization at the address below.

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

9.0 CLOSEOUT AND FINAL PAYMENT

9.1 Closeout Certification

Contractor shall promptly execute and provide CPCCo a final release after completion of work and final payment is received (form [available on this web page](#) or directly from the Contract Specialist).

10.0 SPECIAL INSTRUCTIONS

10.1 Backcharges

CPCCo reserves the right to backcharge the contractor for costs incurred by CPCCo which 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 backcharge may also result from:

- a. Services performed by CPCCo, at Contractor's request, which are within Contractor's scope of work under the Contract.
- b. Costs sustained by CPCCo as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.
- c. Costs incurred by CPCCo to fix all defects, deficiencies or errors that may appear in the Work during the warranty period.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

- d. Costs associated with CPCCo support costs when work is interrupted by a contractor-caused delay or equipment failure.

At CPCCo'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 backcharge. In the event that contractor fails to take satisfactory action, contractor's option to mitigate will be withdrawn and CPCCo will take appropriate action to cure the problem and backcharge contractor.

END OF PART II – FINANCIAL TERMS

PART III – GENERAL TERMS and ATTACHMENTS

1.0 GENERAL

1.1 Acceptance of 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, specifications and other documents that this Contract incorporates by reference or attachment. CPCCo hereby objects to any provisions inserted into this Contract, amendment, or modification to the Contract that are different from or in addition to those set forth by CPCCo in the Contract, amendment or modification to the Contract.

1.2 Attachments Incorporated

The terms, forms, 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.

1.3 Order of Precedence

In the event of a discrepancy among Contract documents the following order of precedence shall govern resolution: (1) CPCCo's written Contract modifications, direction, and instructions; (2) written Contract (3) Technical instructions, including the (a) Statement of Work (SOW), (b) engineering drawings, (c) exhibits and attachments, and (d) applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Contract.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

1.4 Subcontracting

Contractor may **not** subcontract any significant portion of this contract without first obtaining concurrence of CPCCo to the proposed subcontract scope and subcontractor(s).

Contractor is responsible to incorporate and flow down all appropriate provisions and requirements of this contract to all lower-tier contractors and subcontractors.

Contractor shall furnish CPCCo a list of all proposed lower-tier subcontractors who will be performing work on the Hanford site and those proposed subcontractors who will be performing a significant portion of the off-site work. The list must be furnished prior to award and updated with changes during contract performance. Use the Subcontracting form and instructions located on this web page:

<http://CPCCo.hanford.gov/page.cfm/SubmittalsFormsDocs>

CPCCo reserves the right to:

- reject any proposed subcontract or subcontractor as incomplete or unsuitable
- require submittal of the proposed subcontract before contract award or prior to performance of any work on site
- require the replacement, at contractor's expense, of any subcontractor who fails to adhere to all of the applicable provisions and requirements of this contract.

END OF PART III – GENERAL TERMS and ATTACHMENTS

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Contract Correspondence

CPCCo's Mailing Address:

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

CPCCo's Street Address:

Attn: S. Bradley Puntteney, Procurement

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

Central Plateau Cleanup Company, LLC
825 Jadwin Ave Rm 425
Richland, WA 99352

1.2 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 (CS) or designated CPCCo's Technical Representative (BTR). If the Contractor is unable to contact either the CS or the BTR, the Contractor is to contact the CPCCo 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 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.

1.3 Term of Contract

The term of this Contract shall commence on the date of award and shall end on unless extended by the parties or unless terminated by other provisions of this Contract.

1.4 Authorized Personnel

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

Contract Specialist, S. Bradley Punttenney

Constructions/Services Contracts Manager, D.J. Wuennecke

1.5 Contractor Submittals – Contract

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

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

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 CPCCo if additional Submittal Numbers are required.

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

1.6 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 CPCCo.

1.7 Electronic Mail Capability

The Contractor shall provide and maintain Internet and electronic mail capability for the duration of the Contract. The Contractor's email account shall be able to send and receive attached documents of up to 5 megabyte in size. Correspondence and Administrative messages concerning this contract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP and other commonly used file formats. In addition, information, data and forms may be posted on CPCCo's Internet web site for downloading by the Contractor.

1.8 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 CPCCo upon receipt. CPCCo 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. The RCI form and RCI instructions are available upon request from the Contract Specialist.

1.9 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.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

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.

1.10 Key Personnel

Contractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of CPCCo. 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 CPCCo, 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. <<Key personnel>>

1.11 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.

1.12 Contractor – CPCCo Interface

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

1.13 Other Interfaces

Additional CPCCo contacts will be identified at the kickoff meeting.

1.14 Designation of Technical Representative

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

Ken McGavran; Phone: (509) 373-2176; Email: kenneth_m_mcgavran@rl.gov

The BTR is responsible for monitoring and providing technical guidance for this Contract and should 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 CPCCo organizations supporting contract performance.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

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 should 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 CPCCo unless formalized by proper Contract documents executed by the Contract Specialist.

1.15 Former CPCCo Team Employees

The contractor is required to identify to CPCCo as part of the proposal or in advance of performance when any former employee of the CPCCo 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 release. CPCCo reserves the right to not contract for the individual(s).

1.16 Hanford Site Stabilization Agreement

In accordance with Special Provision SP-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 copies of the Employer Compliance Agreement, the HSSA and amendments are posted on CPCCo Acquisition web site.

1.17 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

Files can be downloaded from this web folder at:

http://CPCCo.hanford.gov/files.cfm/std_40279.pdf

1.18 Independent Contractor

1. Contractor shall perform all work required by this Contract as an independent contractor and not as an agent or employee of CPCCo or the Government.

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

2. Acceptance of this contract constitutes contractor's certification that any required business licenses, permits, tax identification requirements, principle place of business identification, etc. have been addressed and are the sole responsibility of contractor.
3. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Contract. Contractor is responsible for all reports, obligations and payments regarding such employees relating to social security, state and federal taxes, license fees, withholding, unemployment compensation, workers compensation and similar matters. Upon CPCCo's written request, Contractor shall promptly provide documentation substantiating its compliance with the requirements of this paragraph.
4. Contractor shall maintain complete control over its Employees, Agents, Representatives and Subcontractors at any tier and shall be responsible for the proper performance of all work required by this Contract, including any such work which may be done by Suppliers or Subcontractors at any tier.
5. Contractor does not have, nor shall it represent that it has, any authority to bind CPCCo or the Government.
6. Unless specifically identified in the contract, contractor shall supply and use its own equipment, supplies and means of performance.

1.19 Contract Change Request

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the Change Form and Change Form Instructions. 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 CPCCo upon receipt. CPCCo will complete an evaluation, provide a disposition and determine additional actions required, as appropriate. The purpose of the form is to facilitate formal communications.

1.20 Contractor Hours Worked Onsite

Contractor shall submit a monthly report of labor hours worked on site in contract performance.

On site is defined as north of the Wye Barricade, at HAMMER, or at any facility owned or operated by Department of Energy or CPCCo. The report shall:

1. List the number of hours worked on site for each contract
2. List the total number of employees working on site

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

3. Do NOT include hours worked by Contract Labor personnel who are recording time in the CLTR system or the TIS system. That data is accumulated automatically.

The reporting form is located at:

<http://CPCCo.hanford.gov/page.cfm/SubmittalsFormsDocs>

2.0 CONTRACT PROVISIONS

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. 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. The provisions are posted for downloading at the following hyperlink. A copy is also available from CPCCo on request.

<http://CPCCo.hanford.gov/page.cfm/ContractProvisions>

- 2.1 General Provisions - Revision 0, dated January 25, 2021
- 2.2 Special Provisions, SP-4 - Construction Contracts - Revision 1, dated March 10, 2021
- 2.3 Special Provisions, SP-5 - On Site Services - Revision 1, dated March 16, 2021
- 2.4 Special Provisions, SP-9 - Organizational Conflict of Interest - Revision 0, dated January 25, 2021
- 2.5 Special Provision, SP-11 - Subcontracting Plan - Revision 0, dated January 25, 2021
The subcontracting plan submitted by the contractor and accepted by CPCCo is hereby incorporated in to this contract. Contractor is obligated to comply in good faith with the commitments made in the proposed plan unless an alternate plan is proposed and accepted by modification to this contract. CPCCo is under no obligation to accept an alternate proposal.
- 2.6 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 CPCCo 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.



CONTRACT NO: <<Enter contract number>>

105KE Safe Storage Enclosure (SSE) Construction – Structure and Internal Work

END OF PART IV – SPECIAL TERMS

END OF CONTRACT