

**SECTION C : 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.*

**CH2M HILL**  
**Plateau Remediation Company**  
**Mail Stop H8-41**  
**2420 Stevens Center Place**  
**P.O. Box 1600**  
**Richland, WA 99352**

Contractor:

Contract Specialist: Brandis J. Wood  
Phone Number: 509-376-6791

Contractor Contact:  
Phone Number:

Start Date: Upon Award  
Contract Type: Labor Hour (LHC)  
Contract Value: \$

End Date: 10/31/2017  
FOB Point: Richland, WA  
Payment Terms: N30

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
CH2M Hill Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Brandis J. Wood/Contract Specialist  
Printed Name/Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
509-376-6791  
Phone

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**PART I – STATEMENT OF WORK****1.0 DESCRIPTION OF WORK-GENERAL**

- Contracted Labor Position Title: Nuclear Safety Engineer
- COCS: E120
- Estimated Duration of Assignment: Award through 10/31/2017 with 1 Option
- Estimated Hours: 40 hours per week
- Work Location: 2740W / 200W Or as Directed by the CLR Supervisor

CHPRC reserves the right to extend or reduce the period of performance based on twenty-four (24) hours written notice.

**2.0 DESCRIPTION OF WORK-SPECIFIC**

The work includes supporting CHPRC safety analyses and engineering. The responsibilities include the preparation of fire hazards and accident analyses to support documented safety analyses. The individual will be responsible for the integration of the FHA into the DSA. The individual will be responsible for identifying and supporting the selection of engineered and administrative controls. Daily to weekly written and verbal communication with PRC operations and engineering staff and RL. Regular verbal and written communication with senior PRC management and DOE-HQ staff. Must be able to negotiate nuclear safety control strategies with all stakeholders. Must be capable of presenting logical persuasive arguments. Must be able to resolve cross cutting issues with PRC management and RL.

**Required Qualifications:**

Bachelor of Science in engineering, mathematics, physics or a related technical field with 10 plus years of experience in the nuclear arena with at least 2 years evaluating fire hazards and accidents..

Experience performing hazard analysis, accident analysis, or development of nuclear safety documents in accordance with DOE-STD-3009, DOE-HDBK-3010, and DOE-STD-5506 and WHC-SD-SQA-ANAL-501..

Previous experience developing safety basis documents in accordance with 10 CFR 830, DOE-STD-3009, DOE-STD-1120 and DOE-STD-1189 requirements.

**Desired Qualifications:**

Prepared fire accident analyses in support of DSA's for various combustible loads and waste configurations.

Developed control strategies, administrative as well as engineered, based on the fire analyses.

Security Clearance Required: No

Testing Designated Position: No

Commercial Driver Lic: No

Nuclear Facility Position: No

Asbestos: No

Beryllium: No

Occupational Medical Screening: No

EJTA: No medical program screenings have been identified for this position.

### **3.0 TECHNICAL REQUIREMENTS**

All Work shall be performed in strict accordance with CHPRC Prime Contract design criteria, national codes and standards, specifications, drawings, exhibits, and any other documents.

### **4.0 PERSONNEL REQUIREMENTS**

#### **4.1 Training and Qualification**

- A. The Contractor is expected to provide appropriately trained and qualified staff to perform the type of work associated with their skill of craft at the Hanford site.
- B. CHPRC shall provide the Contractor staff any task or facility specific training as required for site and facility access and safe performance of assigned tasks.
- C. Testing requirements for personnel who will be working in substance Testing Designated Positions.

#### **4.2 Security and Badging Requirements**

For any on site work, general site access badging is required.

Special clearance requirements will be provided, if applicable.

#### **4.3 Site Access and Work Hours**

Work will be done on a 4 x 10 schedule. The standard workday shall consist of ten (10) hours of work between 6:00 AM and 4:30 PM, with one-half hour designated as an unpaid period for lunch. No work occurs on the non-working Fridays. If schedule alternative is required the CLR Supervisor will communicate to contractor's contact.

Shift schedules are not consistent.

## **5.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS**

The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall comply with, and assist CHPRC in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.

The following project-specific ESH&Q requirements are applicable to this scope of work in addition to the requirements identified in the contract General Provisions and, when work is being conducted on site, the additional ESH&Q requirements in SP-5 Special Provisions – On- Site Services.

## **6.0 MEETINGS AND SUBMITTALS**

### **6.1 Meetings**

After contract award, the Contractor shall participate in Meeting(s) required by the CLR Supervisor.

### **6.2 Submittals**

There are no submittals required for this workscope.

## **7.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND PERFORMANCE SCHEDULE REQUIREMENTS**

### **7.1 Deliverables**

Deliverables shall be delineated by the CLR Supervisor.

### **7.2 Project Controls and Milestones**

Project controls and milestones shall be delineated by the CLR Supervisor.

### **7.3 Performance Schedule Requirements**

The performance schedule will be in accordance with the TOR requirements.

## **END OF PART I – STATEMENT OF WORK**

## **PART II – FINANCIAL TERMS**

### **1.0 CONTRACT TYPE AND VALUE**

This Contract is a Labor Hour contract.

The estimated value of this Contract is a not to exceed ceiling of \$ **TBD**

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

### **2.0 PAYMENT SCHEDULE**

#### **2.1 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 Hour (Fully Burdened Hourly Rate RW - \$**

**Labor Hour (Fully Burdened Hourly Rate OT - \$**

### **3.0 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 CHPRC 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. CHPRC 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 CHPRC, the option(s) will expire with the contract.

Should the Option be exercised, the following rates are negotiated and fixed for the Option Period:

**Option 1 November 1, 2017-September 30, 2018 Rate: RW: TBD OT: TBD**

### **4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS**

CHPRC 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 TAXES**

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

## **6.0 PAYMENT TERMS**

### **6.1 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 CHPRC. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

Mailing Address: Email: [CHPRCA@rl.gov](mailto:CHPRCA@rl.gov) Fax: (509) 376-6294

CH2M HILL Plateau Remediation Company  
2420 Stevens Drive  
PO Box 1600  
Richland, WA 99352  
Attn: Accruals MSIN H7-30

The Monthly Contract-to-Date Cost Estimate Form can be obtained at the following Internet Address: <http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs> or directly from the Contract Specialist.

## **7.0 INVOICING INSTRUCTIONS – CLTR**

### **7.1 Invoices and Payments (CLTR System)**

Billable hours worked by Staff Augmentation contracted labor resources under this contract must be recorded and approved in the Buyers CLTR system. Based on the labor hour data which is recorded and approved in CLTR, the Buyer will automatically generate an invoice (Auto Invoice), from which payment of contracts for Contracted Labor Resources will be made. Therefore, the Contractor shall not submit invoices for Contracted Labor Resources time.

### **7.2 The Invoice**

The Buyer's CLTR system will generate an Auto Invoice for each release for Contracted Labor Resources with time recorded and approved in the CLTR system. The Auto Invoice will include all time records which were approved during the invoice period. The invoice shows the period of time recorded and the approved date.

### **7.3 Invoice Period**

Auto Invoices will be processed and distributed on the 3rd Wednesday of each month. The invoice period will run from Monday of the invoice processing week through to the Sunday preceding the next processing.

### **7.4 Contractor Actions Required**

Contractor will inform all Contracted Labor Resources (CLR) of the CLTR timekeeping requirements and ensure that all personnel who have been designated to record their time in CLTR are doing so promptly and accurately.

Upon receipt of the invoices, Contractor will review and verify the CLR's time to ensure it is accurate. Contact your CLR and the BTR promptly to discuss any discrepancies.

## **7.5 Corrections/Changes**

If an error is found in a time record, the CLR will be required to submit a corrected time record. Payment adjustments for the corrected time record will be processed in the next invoice period.

Recording hours worked and submitting the time records for approval in the CLTR system constitutes contractors certification that the hours are correctly charged for work performed and that contractor is requesting payment in accordance with the contract. Use of the CLTR invoice process does not relieve contractor of any record keeping or accounting requirements.

## **8.0 CLOSEOUT AND FINAL PAYMENT**

### **8.1 Closeout Certification**

Contractor shall properly execute and mail to CHPRC a final release, in a format acceptable to CHPRC, within forty-five working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. (form available on this web page or directly from the Contract Specialist)

## **9.0 SPECIAL INSTRUCTIONS**

### **9.1 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 should be taken into consideration when identifying job position and salary levels.

## **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. CHPRC 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 CHPRC 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) CHPRC'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.

#### **1.4 Subcontracting**

Contractor may **not** subcontract any significant portion of this contract without first obtaining concurrence of CHPRC 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 CHPRC 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://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

CHPRC 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**

#### **9.2 Contract Correspondence**

CHPRC's Mailing Address:

Attn: Brandis J. Wood  
CH2M HILL Plateau Remediation Company  
PO Box 1600, Mail Stop: H8-42  
Richland, WA 99352

CHPRC's Street Address:

Attn: Brandis J. Wood  
CH2M HILL Plateau Remediation Company  
2420 Stevens Center, Room 373  
Richland, WA 99352

#### **9.3 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 (CS) or designated CHPRC's Technical Representative (CLR SUPERVISOR). If the Contractor is unable to contact either the CS or the CLR SUPERVISOR, the Contractor is to contact the CHPRC 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, CLR SUPERVISOR's name and a short summary of the abnormal or unusual situation. If after making contact with CHPRC, 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 CHPRC as set forth herein.

#### **9.4 Term of Contract**

The term of this Contract shall commence on the date of award and shall end on 10/31/2017

#### **9.5 Authorized Personnel**

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

Contract Specialist, Brandis J. Wood

Service Contract Manager, Joan D. Howard

Procurement Manager, Patrick M. Marmo

## **9.6 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.

## **9.7 Work Schedules and Holiday**

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

CHPRC 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.

## **9.8 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.

## **9.9 Contractor – CHPRC Interface**

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

## **9.10 Designation of CLR Supervisor**

The designated CLR Supervisor for this contract is:

**TBD**

The CLR SUPERVISOR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The CLR SUPERVISOR is also responsible for appropriate oversight of Contractor's personnel while on site and the interface between contractor and other CHPRC organizations supporting contract performance.

Authority of the CLR SUPERVISOR and supporting organizations is limited to providing technical direction within the scope and provisions of this contract. The CLR

SUPERVISOR may not direct work or authorize any change outside of the written contract and contract provisions.

The CLR SUPERVISOR does not possess any explicit, apparent or implied authority to modify the contract. When in the opinion of the Contractor, the CLR SUPERVISOR 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 CHPRC unless formalized by proper Contract documents executed by the Contract Specialist.

### **9.11 Former CHPRC Team Employees**

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

### **9.12 Independent Contractor**

1. Contractor shall perform all work required by this Contract as an independent contractor and not as an agent or employee of CHPRC or the Government.
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 CHPRC'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 CHPRC or the Government.
6. Unless specifically identified in the contract, contractor shall supply and use its own equipment, supplies and means of performance.

### **9.13 Contract Change Request**

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

## **10.0 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. In the event that the link to a specific provision is broken, provisions are posted for downloading at the following hyperlink. A copy is also available from CHPRC on request. <http://chprc.hanford.gov/page.cfm/ContractProvisions>

### **10.1 General Provisions for Contracted Labor – Revision 6 dated August 20, 2015**

[http://chprc.hanford.gov/files.cfm/GP-CLr006\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/GP-CLr006_PRC.pdf)

### **10.2 Special Provisions, SP-5 - On-Site Services - Revision 11 dated January 21, 2016**

[http://chprc.hanford.gov/files.cfm/SP-5r011\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/SP-5r011_PRC.pdf)

### **10.3 Special Provisions, SP-9 - Organizational Conflict of Interest - Revision 1, dated August 5, 2013**

[http://chprc.hanford.gov/files.cfm/SP-9r001\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/SP-9r001_PRC.pdf)

### **10.4 Special Provisions, SP-10 - Classification/Security/Foreign Control - Revision 1 dated March 15, 2011**

[http://chprc.hanford.gov/files.cfm/SP-10r001\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/SP-10r001_PRC.pdf)

All offerors must respond to the "Foreign Ownership, Control or Influence (FOCI) Certification" (Attachment A). Return the completed FOCI certification to CHPRC.

One or more offerors may be requested to complete the Department of Energy online FOCI application process. Contract award may be delayed until a satisfactory FOCI determination is received from the Department of Energy. Refer to the Department of Energy web site for application forms and instructions <https://foci.td.anl.gov/>

**10.5 Special Provisions, SP-16 - Contractor Representations and Certifications - Revision 5 dated July 18, 2013**

[http://chprc.hanford.gov/files.cfm/SP-16r005\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/SP-16r005_PRC.pdf)

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 CHPRC 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.

**10.6 Special Provisions, SP-19 - Time and Materials (T&M) and Labor Hour (LH) Contracts - Revision 0 dated December 23, 2008**

[http://chprc.hanford.gov/files.cfm/SP-19r000\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/SP-19r000_PRC.pdf)

**10.7 Special Provisions – SP-20 Contracted Labor Time Recording - Revision 2 dated August 5, 2013**

[http://chprc.hanford.gov/files.cfm/SP-20R003\\_PRC.pdf](http://chprc.hanford.gov/files.cfm/SP-20R003_PRC.pdf)

**END OF PART IV – SPECIAL TERMS**

**END OF CONTRACT**