

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES

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 A4-02
825 Jadwin Ave
P.O. Box 1600
Richland, WA 99352

Contractor:

Contract Specialist: Rebecca Diaz
Phone Number: 509-376-5877

Contractor Contact:
Phone Number:

Start Date: TBD
Contract Type: Basic Ordering Agreement
Contract Value: \$ 0

End Date: 9/30/2020
Payment Terms: Net 30

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed Phone

Date Signed Phone

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TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**PART I – STATEMENT OF WORK**

Revision 0

August 16, 2019

Prepared by: J.M. Robinson

1.0 INTRODUCTION / BACKGROUND

CH2M HILL Plateau Remediation Company (Buyer) is a prime contractor to the Department of Energy (DOE). Buyer is tasked with managing the overall planning, coordination, and management of construction-determined work scope from constructability reviews through design transition, contracting, mobilization, work execution, testing, and closeout.

This work is to provide temporary construction management-related services to maintain and support construction projects located throughout the Hanford site. Work shall be performed by Contractor personnel in Buyer-provided office with field locations throughout the Hanford site but primarily in the 200 East Area and 200 West Area.

2.0 DESCRIPTION OF WORK – GENERAL

The Contractor shall provide and make available temporary construction management support services. Contractor shall ensure wages, benefits, and other requirements are commensurate with supporting the remote location of the Hanford site and are in compliance with Department of Labor General Wage Decision, other applicable federal, state, and local statutory labor regulations and requirements. Contractor shall coordinate the on-boarding and off-boarding of selected project controls personnel.

Typical areas of construction management support include:

- Managing and coordinating the field execution of construction projects
- Organizing, directing, controlling, and overseeing field construction activities
- Supporting project-related initiatives
- Performing project assessments
- Preparing construction statements of work
- Participating in construction-related meetings
- Reporting on project performance and interfacing with project and operations personnel
- Developing project estimates and work control packages

3.0 DESCRIPTION OF WORK – SPECIFIC

The Contractor shall provide technically qualified labor on an as needed basis for planned and emerging construction management work activities at the Hanford site. Personnel provided shall work in Buyer facilities, work to all Buyer procedures, use equipment provided, and be managed by Buyer staff.

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Experience level/qualifications of the various labor categories for each project controls area are contained in Table A – Construction Management Labor Categories.

3.1 Task Description

Work shall be authorized on a task-by-task basis through the issuance of contract releases. Contract releases (tasks) will utilize a truncated statement of work that identifies any other unique or specific activities not generally covered by this master statement of work such as where the work is to be performed, any specific hazards/concerns, and applicable work schedule.

If requested by the Buyer's Technical Representative, the Contractor shall provide reports to document tasks completed and any events encountered.

3.2 Site Coordinator

As part of this Contract, the Contractor shall identify and provide a single point of contact to perform on-site coordination activities of Contractor activities. Any charges for the Contractor Site Coordinator shall be borne by the Contractor and not billed directly to Buyer under the Contract. The Contractor Site Coordinator shall be responsible for all issues directly related to the acquisition, control, and administration of the staffing including when requested by the procurement specialist:

- a. Providing compliant resumes for available staffing candidates. Compliant resumes will contain a statement on how this candidate meets the requirements of the classification, the candidates work history, employer, employer contact information, duties performed by the candidate, education, and specialized relevant training.
- b. Coordinate interviews as requested by the Buyer.
- c. Provide coordination with Buyer to schedule Contractor staff for initial testing, badging, training, etc.
- d. Providing work schedules and assignment locations to Contractor staff,
- e. Providing appropriate Contractor personnel qualification records to Buyer;
- f. Coordination of any Contractor employee-related matters as required for Contractor personnel (e.g. medical testing, dismissal/release, security screening / background checks, etc);

3.3 Acceptance Criteria

All Work products and services provided must meet established applicable Buyer procedures for control and review of work products.

Contractor personnel provided under this Contract shall possess the qualifications, certifications and any other attributes required to complete assigned work.

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3.4 Periodic Reviews

Periodic reviews by Buyer of the Contractor's accounting and payroll records associated with this work may be required. Contractor shall provide access and sufficient, safe, and proper facilities (office desk, meeting room, etc.) for such periodic reviews. Buyer will provide Contractor not less than four (4) working days' notice of any planned Buyer review.

3.5 Personnel Evaluations

Buyer will evaluate training and qualification of each individual prior to authorizing work and throughout work performance. Buyer will have the final determination regarding any personnel's assigned to work at the Hanford site. The evaluation may include and be based upon the following:

- Review of certifications and medical screening tests,
- The specific job duties the individual will be required to perform,
- Training in Hanford procedures and equipment associated with the authorized duties,
- Training in recent operating experience, and
- Observation of on-the-job performance by Buyer.

3.5.1 Contractor Pre-Employment Screening

Contractor shall ensure that contractor personnel have undergone and passed a criminal background, employment history/qualification, and testing for illegal/unauthorized substances not more than three months prior to their initial assignment for services at the Hanford Site. This information may be made available to Buyer upon Buyer's request. While working on the Hanford site, individuals may be subject to random drug testing under the Buyer substance abuse program. Costs of random drug testing while on the Hanford Site will be paid by Buyer.

3.6 Organizational Interfaces

The Contractor shall interface with various Buyer (and other) organizations through the Contract Specialist (or designee), as required. A Buyer's Technical Representative will be designated on a task-by-task basis.

Other interfaces may include Buyer engineering and project personnel, technicians, and other off-site contractors performing work on the Hanford site.

3.7 Work Not Included

This work does not include providing management support or the physical performance of any field construction/remediation/engineering work.

3.8 Buyer Furnished Materials and Equipment

Buyer will provide Contractor personnel with general turn-around office space with desk, phone, and computer.

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**4.0 TECHNICAL REQUIREMENTS**

Contractor shall perform in accordance with the terms and conditions of this contract, Buyer internal policies and procedures, and quality assurance provisions, including safety programs, laws, orders, permits, rules, confidentiality of information and intellectual property safeguards.

4.1 Work Control Requirements

There are no work control requirements for the Contractor. However, the Contractor performing work at or around Hanford construction sites are required to notify, coordinate, and receive approval from the BTR, Field Work Supervisor and/or Occupational Health and Safety representatives prior to performing field work.

4.2 Work Location / Access Requirements

Buyer will designate the work location and work schedule at the time of request for services. It is expected that Contractor will be in office of modular facility locations primarily around various facilities at the Hanford site. Typical work locations may be up to approximately 40 miles one-way from North Richland.

5.0 PERSONNEL REQUIREMENTS**5.1 Training**

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. This shall include necessary expertise and training including necessary continuing training programs to assure Contractor personnel maintains a current understanding of laws, requirements, and industry standards. Buyer will not provide training to enhance skills. The Contractor shall maintain company and regulatory required certifications and qualifications for personnel. Contractor personnel required to be on site in support of a contract release shall at a minimum, complete Hanford General Employee Training (HGET) and obtain a site badge.

Buyer shall provide Contractor personnel task or facility specific training as required for site and facility access and safe performance of assigned tasks. If Hanford Site specific training is required as a prerequisite to Contractor personnel starting work, the Contractor shall be responsible for all wages of their employees while attending the prerequisite training. Buyer will schedule and furnish Hanford Site-specific training courses at no additional cost to the Contractor.

The Contractor shall be responsible for all costs associated with training and/or continuing education for Contractor personnel that are not Hanford-specific training courses (e.g. commercially available training for certifications, etc.).

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**5.2 Qualifications**

At a minimum, the Contractor shall have and offer qualified personnel to perform the work required. Individual's resume(s) submitted for consideration for performing work under this Contract will be reviewed. Previous employer and point of contact may be requested by Buyer.

Personnel performing this work shall have the education, training, experience, qualification and certification to perform those tasks assigned (see Table A: Construction Management Labor Category below). Documentation of personnel certification shall be provided upon request.

5.3 Personal Protective Equipment

When required by Buyer to perform work duties, Buyer will provide contractor personnel with the appropriate Personal Protective Equipment (PPE) such as hard hats and non-prescription safety glasses/goggles. The Contractor shall be responsible for providing any personal-wear items such as prescription safety glasses, inclement weather clothing, and footwear appropriate for work locations(s) (e.g. ankle top leather/steel-toed boots) required for adherence to Buyer safety requirements.

5.4 Cellular Telephones

In order for Buyer to access Contractor personnel during regular business hours and as otherwise agreed to, all Contractor personnel shall have a cellular telephone. Any charges for cellular telephone service use shall be borne by the Contractor and not billed directly to Buyer under the Contract.

5.5 Security and Badging Requirements

For any on site work, general site access badging is required for on-site work subject to the requirements identified in Special Provisions: SP-5.

5.6 Site Access and Work Hours

Buyer is on a 4 x 10 work schedule (Monday – Thursday). The standard workday consists 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 non-working Fridays. Contractor personnel will be primarily located in an office in the 200E Area and may be required to make periodic visits to other Hanford Site locations in support of Buyer work.

Buyer may require Contractor personnel to work alternate work schedules including shift work other than a standard 8x9 or 4x10 work week. Buyer will not be subject to any additional charges that result from Contractor's assignment to an alternate work schedule. Additionally, the Contractor should take into consideration Buyer's work-week schedules and the manner in which the Contractor's time keeping/compensation system may be impacted by working an imbalanced work-week (e.g. in an 8x9 schedule the first work week of the two-week period is 44 hours and the second week is 36 hours).

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**5.7 Work Delays, Early Release or Other Absences**

Due to weather or other work-related matters Buyer may find it necessary for Buyer to impose work delays and early releases that impact contractor personnel. As with other occasions when contractor personnel are unable to perform work for Buyer, (e.g. the site is closed for a Holiday, vacation, sick leave, etc) contractor personnel may only charge time when productive work is performed for Buyer at the authorized work location. If for any reason contractor personnel are unable to perform work, no time may be charged to Buyer.

6.0 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 Buyer in complying with, Buyer Environmental, Safety, Health, and Quality (ESH&Q) requirements and all applicable laws, regulations and directives.

Materials supplied or purchased for use in performance of this contract, to the maximum extent practical, shall be environmentally preferred as described in 40 CFR 247 and including bio based products as designated by the USDA. www.biopreferred.gov

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](#).

Contractor shall assist and support Buyer in the development and approval of Employee Job Task Analysis (EJTA) for Contractor personnel. Contractor shall take appropriate action, up to and including stopping work, and immediately notify Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying Buyer if the work exposes their workers to hazards that require medical monitoring.

6.1 Quality Assurance Requirements

Contractor shall follow standard commercial practices. Contractor personnel provided by the Contractor shall work to the Buyer QA program PRC-MP-QA-599.

7.0 MEETINGS AND SUBMITTALS**7.1 Meetings**

Contractor shall participate status and performance meetings as required.

7.2 Submittals

Individual tasks (releases) will provide specific details as to specific service required, where the work is to be performed, and the applicable schedule. When requested by the

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Buyer's Technical Representative, the Contractor shall provide reports to document tasks completed and any events encountered.

8.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND PERFORMANCE SCHEDULE REQUIREMENTS

Contractor shall provide construction management support labor services as outline in this contract and any successive contract release(s).

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**TABLE A****Construction Management Labor Categories****Project Manager**

Responsible for management and execution of assigned project(s) in accordance with Buyer project requirements, operating policies and principles. Responsible for successful execution of the project work in accordance with project schedules, quality standards and requirements specified for the project. Ensure that field activities are ready to work and executed in the field with the correct priorities. Provide interface guidance between company projects, maintenance, waste transfers and overlapping work activities. Ensure work scheduled to be completed during assigned work week have been communicated to other organizations within the company that have interface or impacts associated with that work. Coordinate many schedules and ideas into one coherent product. Develop plan of the day and coordinate resources.

- **Project Manager II**: Minimum Qualifications: A Bachelors Degree in Engineering or similar discipline and fifteen (15) or more years related experience in a project management capacity including all aspects of process development and execution. Must have previous senior-level experience in defining project objectives, developing full-scale project plans, overseeing quality control throughout the project life-cycle, organizing project task workloads, directing task assignments, and coordinating the efforts of multiple teams in order to deliver projects according to plan. A certification from an accredited project management firm such as the Project Management Institute is desired with demonstrated knowledge in the use of earned value management system (EVMS) techniques.
- **Project Manager I**: Minimum Qualifications: A Bachelors Degree in Engineering or similar discipline and eight (8) or more years related experience. A certification from an accredited project management firm such as the Project Management Institute is desired with demonstrated knowledge in the use of earned value management system (EVMS) techniques.

Construction Manager

Plan, direct, and coordinate a wide variety of construction field projects on the Hanford site and in particular work within the Central Plateau. Construction managers may oversee an entire project or just part of a project, direct and monitor the progress of construction activities through construction supervisors. Must have experience with coordinating building and trades activities with nuclear facility operations activities. They will oversee the technical selection of general contractors and trade contractors to complete specific pieces of the project, which could include everything from structural metalworking and plumbing to painting and carpet installation and are responsible for ensuring that all work is completed on schedule. The Construction Manager will manage multiple types of construction contract methods (fix price, design-build, T & M, unit rate etc.)

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Must understand contracts, plans, and specifications, and be knowledgeable about construction methods, materials, and regulations. Familiarity with computers and software programs for job costing, online collaboration, scheduling, and estimating also is required. Must have the ability to facilitate complex construction issues in the field between contractors and project staff. Must have proven experience at managing construction/project issues while meeting schedule and cost objectives. Must have the ability to promote safety in the work place, and ability to solve work execution issues as they pertain to safe execution of work.

- **Construction Manager III** – Minimum Qualifications: BA/BS degree or equivalent in engineering, construction management, or a technical discipline with twenty (20) years of relevant experience, of which six years should be with a DOE or commercial nuclear facility or equivalent combination of education and experience.
- **Construction Manager II** – Minimum Qualifications: BA/BS degree or equivalent in engineering, construction management, or a technical discipline with fifteen (15) years of relevant experience, of which six years should be with a DOE or commercial nuclear facility or equivalent combination of education and experience.
- **Construction Manager I** – Minimum Qualifications: BA/BS degree or equivalent in engineering, construction management, or a technical discipline with ten (10) years of relevant experience, of which four years should be with a DOE or commercial nuclear facility or equivalent combination of education and experience.

Field Work Supervisor

Primary crew supervisor in the field. Plans, organizes and schedules field work; reviews inspection and service work orders to prioritize work and to determine whom to assign; coordinates and schedules the use of equipment and crews with other supervisory staff; oversees and participates in the work of a crew performing field activities; monitors and inspects the work; provides advice and direction when problems arise. Ensures that work is performed properly and that safety precautions are observed in proper work procedures and in the operation of a variety of equipment. Capable of interpreting work packages, standards and specifications to ensure compliance with requirements.

This individual will be the primary oversight of commercial construction contractors and their Building Trades craft on a daily basis. They will prepare statements of work, perform material take offs, obtain craft resources, manage material / equipment acquisitions, conduct pre-job and post job briefings, document / report construction performance, prepare corrective action management documents, interface with procedure development and other general construction management functions. The individual will manage the troubleshooting of equipment failures and provide technical guidance on repair methods and /processes during construction acceptance testing as well as during commissioning and start-up testing.

The individual will analyze construction execution methods/problems to determine corrective actions to ensure construction projects complete on budget, as schedule and with high quality.

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Support field construction activities in the form of work package development, work release, oversight, and commissioning / startup testing. Serve as a Controlling Org Lock and Tag Administrator. Have a working knowledge of construction industry/Buyer safety policies and procedures to ensure assigned duties are performed in a safe/compliant manner, and if supervising others, has responsibility for the safety of those being supervised and ensure they comply with established safety policies and procedures and practice safe work habits. Willing to work shift work if assigned, as well as work overtime as required

- **Field Work Supervisor III** – Minimum Qualifications: BA/BS degree in a technical discipline and fifteen (15) years of construction and or Hanford project/field/operation experience, or a combination of equivalent education and work experience. Will possess or be able to obtain a Buyer qualification card within 90 days in order to function within the Buyer’s facilities/locations.
- **Field Work Supervisor II** – Minimum Qualifications: BA/BS degree plus ten (10) years related experience or an equivalent combination of education and experience or an equivalent level of Professional (Construction Field Manager) or Building Trades (Foreman/ Superintendent) work experience. Will possess or be able to obtain a Buyer qualification card within 90 days in order to function within the Buyer’s facilities/locations.
- **Field Work Supervisor I** – Minimum Qualifications: BA/BS degree plus five (5) years related experience or an equivalent combination of education and experience or an equivalent level of Professional (Construction Field Manager) or Building Trades (Foreman/ Superintendent) work experience.

Project Specialist

Performs work as part of a team under the general supervision of a Manager. Responsible for independently planning, expediting, organizing and performing a wide variety of specialized administrative and technical duties in support of schedule related tasks in order to achieve successful completion of project goals and deliverables. The Project Specialist scope will include planning and implementing project activities as required including monitoring project timelines and expenditures. Project Specialist must be knowledgeable in Microsoft Word and Excel.

- **Project Specialist II** – Minimum Qualifications: A Bachelors Degree in Engineering, Business or related field and ten (10) or more years related experience or a combination (BUYER approved) of education and experience.
- **Project Specialist I** – Minimum Qualifications: A Bachelors Degree in Engineering, Business or related field and four (4) or more years related experience or a combination (BUYER approved) of education and experience.

Construction Work Control Planner

The Construction Work Control Planner position supports the execution of Davis-Bacon Determined work scope. The individual will prepare, coordinate, and facilitate the development

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of work control documents and work packages. They will lead work-ability field walk downs, participate in hazard review boards, and recommend techniques to perform low-risk and high-risk construction and operation work scope. They will perform reviews of assigned work packages to ensure all required documents are approved, current, and applicable to the work being performed. Perform post reviews of completed work packages including verification of documentation completion, disposition of issues/comments, and evaluation of potential lessons learned.

The position will interface regularly with Subject Matter Experts including Field Work Supervisors, Engineers, Project Management, Commercial Contractors and Building Trades Craft. The individual will have experience with evaluating/determining the risk and complexity of construction and facility tasks to develop hazard controls and will be required to implement CHPRC and DOE programs, policies, standards, and procedures into tech procedures, work packages, Hazard Review Boards and Job Hazard Analyses.

Minimum Qualifications: A Bachelors Degree in Engineering, Business or related field and two (2) or more years related experience or a combination of education and experience.

Project Cost Estimator

Responsible for developing multi-disciplined project estimates that will be utilized to establish and substantiate project funding requests. The estimator will also develop construction estimates to substantiate subcontractor proposal and equitable adjustment requests. Reviews specifications and drawings/sketches for the preparation of the cost estimates. Performs detailed quantity takeoff of drawings or sketches. Applies appropriate cost elements (e.g. overhead, escalation, contingency, profit) as applicable to contract type. Prepares, maintains, reviews and revises life-cycle estimates for programmatic activities and line-item construction projects.

The estimator will be required to provide factual, verifiable supporting documentation for estimated work. They will be required to develop estimate plans, identify pricing source and write basis of estimate statements.

The candidate must be proactive in contacting and providing follow up with vendors and subcontractors and persuasive and persistent in communications; have the ability to prioritize work and to develop and maintain positive working relationships with team members at all levels.

Minimum Qualifications: A Bachelor's Degree in Business, Engineering or related field and eight (8) or more years related experience or a combination of education and experience. Current expertise and experience in generating detailed construction estimates utilizing subcontractors and building trades personnel with indexed documentation, and ability to write coherent, comprehensive basis of estimate documents. Must be proficient with Sage Timberline Estimating

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Software, and RS Means Construction Cost Data Bases maintaining direct/indirect yearly rate updates and markups. Must be proficient with Microsoft desktop software, specifically with Excel.

END OF PART I – STATEMENT OF WORK

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**PART II – FINANCIAL TERMS****1.0 CONTRACT TYPE AND VALUE**

This is a priced Basic Ordering Agreement (BOA) contemplating the release of individual Labor Hour (LH) contract type by releases.

1.1 BOA – Task Order Agreement

1. This BOA is the vehicle to facilitate award of services to be provided by the Contractor. Contractor is not guaranteed work as a result of receiving this Agreement. The Agreement does not contain an estimated contract value. A contractual commitment to perform work for an agreed contract value will be established only by award of a Task Order Release. The individual Task Order Release will contain the scope of work, the period of performance for the specific scope of work, the pricing type, and the agreed value for Contractor's performance of the work.
2. CH2M HILL Plateau Remediation Company (CHPRC) will solicit the Contractor to submit proposals under this Agreement for a variety of Construction Management Support services. Performance of work under this Agreement will be authorized by CHPRC only by a fully executed Task Order Release using the process detailed below. Funding commitments under this Agreement are created solely through issuance and release of Task Order Releases for the services specified.
3. Only those individuals named by CHPRC under Authorized Personnel are authorized to issue Task Order Releases and to make any changes to this Agreement.
4. Staff Augmentation Labor Hour Task Order Releases are the preferred pricing arrangements for Task Order Releases issued under this Agreement. All pricing ever, shall be consistent with the Labor Rate Schedule, Current Revision, for this Agreement.

1.2 Task Order Release Process

The following process shall apply to Task Order Releases issued by CHPRC under this Agreement. Performance of work within general scope will be authorized by written direction issued in accordance with the process described herein.

1. Task Order Releases will, from time to time, be issued by CHPRC to the Contractor designating the task to be performed and schedule of performance. Each Task Order Release and Task Order Release Modification shall be numbered, tracked and invoiced separately.
2. CHPRC will request a proposal for a Task Order Release work scope from the Contractor, who shall respond with a proposal in three (3) working days, unless CHPRC grants a longer time period. The Contractor will not be reimbursed for any costs associated with the development of potential Task Order Release statements of work, nor will the Contractor be reimbursed for any costs associated with the preparation of Task Order Release proposals. Task Order Release Requests for

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Proposals (RFP) will be issued electronically via e-mail. Contractor is responsible for notifying CHPRC Contract Specialist with any changes to E-mail addresses. Resumes and associated pricing information are to be submitted electronically via e-mail by the time and date specified in the RFP. Proposed individuals must be U.S. citizens.

3. The Contractor's proposal response shall address the Task Order Release work scope requirements and shall include the proposed individual, resume and labor category.
4. A Cost Plan that includes a detailed breakdown of the costs to perform the specified work. The Cost Plan shall include the hours; the fully burdened billing rates as specified by CHPRC's request for a Task Order Release proposal.
5. CHPRC will review the Contractor's Proposal and may conduct negotiations to resolve differences prior to issuing a Task Order Release. If the differences cannot be resolved, CHPRC has the unilateral right to obtain the work from another source. Task Order Releases will be issued in accordance with the terms of this Agreement.
6. The Contractor shall not begin work on any Task Order Release or Task Order Release Modification prior to receipt of written authorization to proceed from an appropriate individual specified in the provision of this Agreement entitled, "Authorized Personnel".

2.0 TASK ORDER RELEASE ESTIMATED PERIOD OF PERFORMANCE

Each Task Order Release RFP and Task Order Release will include a period of performance. CHPRC reserves the right to extend or reduce the period of performance based on twenty-four (24) hours written notice.

3.0 PAYMENT SCHEDULE

The Contractor shall be reimbursed for authorized and approved work in accordance with the labor hour rates per labor category identified in Attachment I, Labor Rate Schedule.

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 Payment Terms

Invoicing frequency shall be once per month (approximately every 30 days). Payment terms are Net 30 days from receipt of a properly completed invoice.

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Payments will be made by electronic funds transfer (EFT). An "Authorization for Electronic Funds Transfer of Invoice Payments" form must be completed and returned before payments can be made. A copy of the form is available for downloading from CHPRC's Acquisition Internet Web

<http://www.hanford.gov/pmm/files.cfm/eft.pdf>

Please note that originals must be submitted.

6.2 Estimated Cost of Task Order Releases

The estimated value for each individual Task Order Releases will be stated in each Release. 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.

7.0 DEFINITIONS

There are no special definitions applicable to this contract.

8.0 ASSUMPTIONS

There are no special assumptions applicable to this contract.

9.0 INVOICING INSTRUCTIONS

9.1 Invoices and Payments (CLTR System)

Billable hours worked by Contracted Labor Resources under this BOA must be recorded and approved in CHPRC's CLTR system. Based on the labor hour data which is recorded and approved in CLTR, CHPRC will automatically generate an invoice (Auto Invoice), from which payment of releases for Contracted Labor Resources will be made. Therefore, the Contractor is not required to submit invoices for Contracted Labor Resources time.

Recording hours worked and submitting time records for approval in the CLTR system constitutes contractor's certification that the recorded hours are correctly charged for work performed in performance of the CHPRC contract. Submission of the time record constitutes contract's request for payment in accordance with contract terms.

Contractor is required to issue payroll and benefit checks to CLTR staff prior to reimbursement by CHPRC. CLTR will be processed bi-weekly in accordance with the terms of payment set forth in the contract.

8.1.1 The Invoice

A. 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.

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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.

A copy of the Auto Invoice will be emailed to the Contractor in PDF file format. It is the Contractor's responsibility to provide the Contract Specialist with any changes to the email address. The single PDF invoice file will contain all contracts and/or releases with submitted and processed time for that invoice period. Each release will be shown on a separate page in the PDF invoice file.

A. 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.

B. 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.

C. 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.

10.0 CONTRACTOR TIMEKEEPING RECORDS

Contractor shall maintain adequate timekeeping procedures, controls and processes for billing work to the Buyer. Contractor shall provide monthly to the Buyer all timecards for Contractor and lower-tier subcontractor employees that perform work and charge time under this Contract.

1. Timekeeping Records shall be provided with each invoice submittal or as otherwise directed by the Buyer.

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- a. In the event the Contractor is utilizing the Buyer's Contracted Labor Time Recording System, timecards shall be submitted to a specific Buyer-designated location. This information shall be provided electronically between the 15th and 18th of each month.
 - b. Timekeeping records submitted may be a system-generated document, or equivalent, that identifies the project (job) number, employee name, dates worked and all associated daily hours and totals.
 - c. Timekeeping records shall be signed by the Contractor employee or, when applicable, lower-tier subcontractor employee and certified by the Contractor or lower-tier subcontractor employee's supervisor.
 - d. Timekeeping records must be provided for each Contract or Contract Release until all Contractor invoices are received and Work is complete.
2. Submitting timecard records is a condition of payment under this Contract. Failure to provide timekeeping records as specified shall be a basis for Buyer to withhold Contractor payments.
 3. Consistent with the Accounts, Records, and Inspection clause of this Contract, all books of account and records relating to this Contract shall be subject to inspection and audit by Buyer, DOE, or a designee, at all reasonable times until a minimum of three years after the final payment has been made.

The Contractor shall include this clause in all cost-reimbursement, time and material, fixed hourly rate, and other non-fixed price lower-tier subcontracts where hours are billed directly to the Buyer.

11.0 CLOSEOUT AND FINAL PAYMENT

11.1 Closeout Certification

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

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.

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**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****1.1 Contract Correspondence**

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES

CHPRC's Mailing Address:

Attn: Rebecca Diaz
CH2M HILL Plateau Remediation Company
PO Box 1600
Richland, WA 99352

CHPRC's Street Address:

Attn: Rebecca Diaz
CH2M HILL Plateau Remediation Company
825 Jadwin Ave A4-02
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 CHPRC's Technical Representative (BTR). If the Contractor is unable to contact either the CS or the BTR, 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, BTR'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.

1.3 Term of Contract

The term of this Contract shall commence on the date of award and shall end on September 30, 2020 unless extended by the parties or unless terminated by other provisions of this Contract.

Authorization for work to be performed beyond the current end date will be covered by the terms of the BOA and the General Provisions for Contracted Labor, Section 10.2, Assignment.

This BOA contains two option periods:

- Option period I: 10/1/2020-9/30/2021
- Option period II: 10/1/2021-9/30/2022

1.4 Authorized Personnel

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

Contract Specialist, Rebecca Diaz
Services Contracts Manager, Vickie Clem

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Supply Chain Director, John Robinson

1.5 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, BTR, 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.

1.6 Service Contract Act of 1965

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10 . In accordance with the SCA, 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 the SCA or applicable Wage Determination.

Compliance with direct labor rates, fringe benefits and requirements of the SCA are the responsibility of the contractor and are included elements of the contract pricing. During the term of this contract, CHPRC may unilaterally modify this contract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the revised minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the SCA and other provisions of this contract.

Wage Determination 2015-5527, Rev 6 is applicable to work performed on the Hanford Site and adjacent area by service occupations identified in the Wage Determination. Service occupations that will be used in performance of this contract at another location or that are not listed in the Wage Determination must be specifically identified herein along with an applicable Wage Determination.

A copy of the Services Contract Act -Wage Determination specifically for Hanford is posted on the acquisition web site at:

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

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at

<http://www.dol.gov/whd/govcontracts/sca.htm>

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1.7 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.

1.8 Contractor – CHPRC Interface

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

1.9 Other Interfaces

Additional CHPRC contacts will be identified at the kickoff meeting.

1.10 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 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 CHPRC 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 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.

1.11 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.

TITLE: CONSTRUCTION MANAGEMENT SUPPORT SERVICES**1.12 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).

1.13 Option to Extend the Term of the Contract

This contract includes the option(s) to extend the term identified herein. The total period of performance of the contract includes the base period plus the optional period(s) that may be exercised by CHPRC. CHPRC will exercise the option(s) by providing thirty day written notice to the contractor prior to expiration of the contract's current period of performance.

1.14 Ceiling Price (Task Orders)

A ceiling price shall be specified in each individual Task Order. CHPRC shall not be obligated to pay the Contractor any amount in excess of the individual Task Order ceiling price or the not-to-exceed amount specified in the Contract, whichever is less. Contractor shall not be obligated to continue performance if to do so would exceed the Task Order ceiling price, unless and until CHPRC shall have notified the Contractor in writing that the Task Order ceiling price has been increased and shall have specified in the notice a revised Task Order ceiling price that shall constitute the new Task Order ceiling price for performance under the Task Order.

1.15 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.

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6. Unless specifically identified in the contract, contractor shall supply and use its own equipment, supplies and means of performance.

1.16 Waiver of Facilities Capital Cost of Money

The Contractor is aware that facilities capital cost of money is an allowable cost but waives the right to claim it under this Contract.

2.0 BOA PROVISIONS

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this BOA. Unless specifically replaced or revised in the body of this BOA the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of BOA shall have the same force and effect as if written into the body of the BOA.

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>

2.1 General Provisions for Contracted Labor – Revision 8 dated August 14, 2019

**2.2 Special Provisions. SP-5 - On Site Services -
Revision 14, May 15, 2018**

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

**2.4 Special Provisions, SP-16 - Representations and Certifications -
Revision 7 dated July 20, 2019.**

Representations and Certifications made by the contractor as part of the proposal and award process are hereby incorporated by reference into, this BOA unless specifically excluded and agreed by CHPRC in the BOA. 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.

**2.5 Special Provisions, SP-19 - Time and Materials (T&M) and Labor Hours (LH) –
Contracts – Revision 1 dated March 23, 2017**

**2.6 Special Provisions – SP-20 Contracted Labor Time Recording -
Revision 3 dated December 10, 2014**

END OF PART IV – SPECIAL TERMS

END OF BOA