



TITLE: FABRICATE A/D-Cell Dam Assemblies

CH2M HILL
Plateau Remediation Company
Mail Stop A4-02
825 Jadwin Ave
P.O. Box 1600
Richland, WA 99352

Contractor:
Name TBD
Address TBD
Address TBD
City, State, ZIP TBD

Contract Specialist: Ricky Franzen
Phone Number: 509-373-7141

Contractor Contact: TBD
Phone Number: TBD

Start Date: 1/10/2019
Contract Type: Firm Fixed Price (FFP)
Contract Value: \$ TBD

End Date: TBD
FOB Point: Destination – Hanford Site,
Richland, Washington
Payment Terms: Net 15

DO NOT SIGN

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Ricky Franzen / Contract Specialist

Printed Name/Title

Printed Name/Title

Date Signed (509) 373-7141
Phone

Date Signed _____
Phone

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PART I – STATEMENT OF WORK



SOW Fabricate A-
D-Cell Dam Assembl

END OF PART I – STATEMENT OF WORK



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PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE AND VALUE

This Contract is a **Firm Fixed Price** contract.

The value of this Contract is **TBD**

2.0 PAYMENT SCHEDULE

WILL BE INSERTED AT AWARD

3.0 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.

4.0 TAXES

Contractor shall refer to the TAXES section of the General Provisions, EXCEPT the CHPRC *Direct Pay Permit* will **not** be used.

5.0 PAYMENT TERMS

5.1 Estimated Billing

It is mandatory for continued acceptable performance that the Contractor provide monthly, to CHPRC 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: CHPRCA@rl.gov Fax: (509) 376-0302

CH2M HILL Plateau Remediation Company
825 Jadwin Avenue
PO Box 1600
Richland, WA 99352
Attn: Accruals MSIN A4-03

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.

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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 CHPRC 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
 - 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 CHPRC 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.

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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.

Submittal

15. Invoices and supporting documentation may be submitted electronically in a format acceptable to CHPRC (preferred).
16. Submit invoices electronically via e-mail to both CHPRC Accounts Payable (CHPRC AP) at the following e-mail address: chprcap@rl.gov (chprcap@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 CHPRC's Accounts Payable organization at the address below.

CH2M HILL Plateau Remediation Company
Accounts Payable - Mail Stop: A4-03
P.O. Box 1600
Richland, WA 99352

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9.0 CLOSEOUT AND FINAL PAYMENT

9.1 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).

10.0 SPECIAL INSTRUCTIONS

10.1 Backcharges

CHPRC reserves the right to backcharge the contractor for costs incurred by CHPRC 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 CHPRC, at Contractor's request, which are within Contractor's scope of work under the Contract.
- b. Costs sustained by CHPRC 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 CHPRC to fix all defects, deficiencies or errors that may appear in the Work during the warranty period.
- d. Costs associated with CHPRC support costs when work is interrupted by a contractor-caused delay or equipment failure.

At CHPRC'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 CHPRC will take appropriate action to cure the problem and backcharge contractor.

10.2 Certified Cost or Pricing Data

1. Before awarding a contract or issuing a modification to an existing contract expected to exceed Federal Acquisition Regulation (FAR) 14.403-4(a)(1) Certified Cost or Pricing data thresholds, the contractor must provide Certified Cost or Pricing data except as outlined in FAR 15.403-1. If an exception does not apply, certified cost or pricing data is required before accomplishing any of the following actions expected to exceed the current threshold or, in the case of an existing contract, the threshold specified in the contract:
 - a. The award of any negotiated contract (except for undefinitized actions such as letter contract).
 - b. The modification of any sealed bid or negotiated contract (whether or not certified cost or pricing data were initially required). Price adjustment amounts must consider both increases and decreases when requiring Certified

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Cost or Pricing Data. This requirement does not apply when unrelated and separately priced changes for which certified cost or pricing data would not otherwise be required are included for administrative convenience in the same modification.

2. The Contractor shall prepare and submit certified cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408 or in a manner substantially similar.
3. As soon as practicable after agreement on price, but before contract award, the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
4. If the Contractor intends to issue a subcontract in performance of this requirement and it is expected to exceed applicable thresholds, the lower-tier contractor is also subject to the above requirements.

END OF PART II – FINANCIAL TERMS

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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

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- 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

CHPRC's Mailing Address:

Attn: Ricky Franzen
CH2M HILL Plateau Remediation Company
PO Box 1600
Richland, WA 99352

CHPRC's Street Address:

Attn: Ricky Franzen
CH2M HILL Plateau Remediation Company
825 Jadwin Ave Room 426
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, 2019** unless extended by the parties or unless terminated by other provisions of this Contract.

1.4 Packing List

Contractor shall enclose a packing list with each shipment referencing:

1. Name of Contractor
2. Contract number and item number
3. Date of Contract
4. Itemized list of supplies or services furnished

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5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

1.5 Package Identification

All envelopes, boxes or packages shipped to CHPRC in performance of this contract must be clearly marked with the contract number.

1.6 Authorized Personnel

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

Contract Specialist, Ricky Franzen

Constructions/Services Contracts Manager, Joan Howard

1.7 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 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 CHPRC if additional Submittal Numbers are required.

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

1.8 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 CHPRC.

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1.9 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 CHPRC's Internet web site for downloading by the Contractor.

1.10 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. RCI Instructions. 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 CHPRC upon receipt. CHPRC will complete an evaluation, and provide a disposition and determine additional actions required, when appropriate. The purpose of the form is to facilitate formal communications when necessary.

1.11 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.

1.12 Key Personnel

Contractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of CHPRC. 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 CHPRC, 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 Person(s) - TBD

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1.13 Walsh-Healy Public Contracts Act

This Contract is subject to the Walsh-Healy Public Contracts Act of 1936 as specified in FAR 22.6 . 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 in 41 CFR 50-202.

Compliance with direct labor rates, fringe benefits and requirements of the Walsh-Healy Public Contracts Act 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 Walsh-Healy Public Contracts Act in order to comply with the revised minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the Walsh-Healy Public Contracts Act and other provisions of this contract.

A copy of the Walsh-Healy Public Contracts Act is located at the following web site:
<https://www.dol.gov/whd/govcontracts/pca.htm>.

1.14 Buy American Act

It is CHPRC's preference to purchase domestic end products in accordance with the Buy American Act (BAA, FAR part 25). Contractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated and authorized by CHPRC prior to award,
<https://www.acquisition.gov/?q=/browse/far/25>

1.15 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.

1.16 Contractor – CHPRC Interface

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

1.17 Other Interfaces

Additional CHPRC contacts will be identified at the kickoff meeting.

1.18 Designation of Technical Representative

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



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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.

1.19 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.

Option 1	Task 5: Cell Dams Control Station
Option 2	Task 6: Cell Dams Grout Test Fixture
Option 3	Task 7: Cell Dams Inflation System
Option 4	Task 8: A-Cell Dam Middle
Option 5	Task 9: D-Cell Dam Lower
Option 6	Task 10: D-Cell Dam Lower Small Lifting Device
Option 7	Task 11: A-Cell Dam Upper
Option 8	Task 12: A-Cell Dam Upper Small Lifting Device
Option 9	Task 13: D-Cell Dam Upper
Option 10	Task 14: D-Cell Dam Upper Small Lifting Device

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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).

1.21 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.

1.22 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 PRC-STD-EN-40279, Engineering Drawing Standards

Files can be downloaded from this web folder at:

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

1.23 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.

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1.24 On Site Work Restriction

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

1.25 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. **Change Form A-6007-382 300-296 Project** (attached separately) is to be used for this Contract.

2.0 QUALITY ASSURANCE

2.1 FABRICATION/INSPECTION/TEST PLAN

Fabrication/Inspection/Test Plan (Traveler)

The Supplier shall prepare a detailed fabrication/inspection/test plan (Traveler) for insertion of Buyer-designated source inspection/witness notification points. Prior to starting work, the plan shall be submitted to the Buyer for review, approval and insertion of Buyer's designated inspection/witness notification points unless otherwise specified in procurement documents. The plan shall include the following:

1. Traceability to Buyer's Purchase Order/ Contract Order document number.
2. Description of items to be fabricated/tested/inspected (e.g., components, subassemblies, assemblies).
3. Sequential fabrication/process steps.
4. Sequential points for inspection and tests to be performed during fabrication/processing.
5. Method/procedure to be used for performance of inspection/test/fabrication, including:
 - a. Each characteristic or attribute to be evaluated,
 - b. The report form to be utilized,
 - c. Specific Codes/Standard requirements as specified by procurement documents i.e., ASME, ASTM, ANSI, etc., and

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- d. Sampling plans for final characteristics (e.g., AQL, lot size, inspection level), where applicable.

Subsequent revisions/modifications to the fabrication/inspection/test plan document require review and approval by the Buyer prior to implementation of the change. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

2.2 SUPPLIER USE OF CALIBRATED EQUIPMENT

The Supplier shall submit certification stating that the Supplier owned equipment used by the Supplier in the performance of the work listed in the procurement documents has been calibrated utilizing standards whose calibration is traceable to the National Institute of Standards and Technology. If no such standard(s) is available, the Supplier shall submit for review and approval, documentation stating the basis of the equipment's calibration. This certification shall include a report of actual calibration results. The documentation shall be identifiable to the equipment being used and to any acceptance criteria listed in the procurement documents. The report shall contain the signature, with printed name, of the authorized representative of the agency who performed the calibration.

1. Prior to the start of work, the Supplier shall submit the latest calibration certification/report certifying that all calibrated Supplier used equipment is in-calibration.
2. During the course of the contract, the Supplier shall submit a calibration certification/report certifying that all calibrated Supplier owned equipment was calibrated at any manufacture recommended or other prescribed intervals that occur during the life of the work, or whenever the accuracy of the equipment is suspect.
3. Upon completion of work that requires its use, the Supplier shall submit a closeout calibration certification/report certifying that all calibrated Supplier used equipment was recalibrated.

If at any time during the course of contract, the Supplier owned equipment's as-found calibration measurements are out-of-tolerance; the Supplier shall notify the Buyer and submit a copy of the calibration report showing the discrepant as-found measurements. The Supplier shall evaluate the use of the equipment to determine if previously collected data is acceptable. The Supplier shall submit for approval written documentation of this

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evaluation, including, as necessary, recommendations for the recollection of previously collected data found to be unacceptable.

One copy of the all required documentation, unless otherwise specified, shall be submitted for review and approval.

2.3 SUPPLIER USE OF COMMERCIAL-OFF-THE-SHELF SOFTWARE

The Supplier shall submit the following documentation for all engineering analysis/design, data analysis/reduction, and engineering/environmental modeling commercial-off-the-shelf (COTS) software¹ (application) used in the performance of work listed in the procurement documents.

1. Description of the COTS software, including:
 - a. Manufacture's name and address,
 - b. COTS application's title and version identifier
 - c. Operating system and hardware platform that will be used,
 - d. Manufacture's Technical Specifications or other published description of the COTS application's theoretical basis of operation or conceptual/mathematical models.
2. Standard data set(s) used to verify operation of the COTS application.
 - a. Data sets shall cover each function or mode of operation which will be used during the performance of the work listed in the procurement documents.
 - b. When the COTS application's range of operation cannot be verified by a single data set, the Supplier shall submit, as a minimum, data sets covering the upper and lower thirds of its range.
3. The results expected from the standard data set(s) including the basis for accepting the standard data expected results, such as:
 - Comparison with hand calculations,
 - Comparison with calculations using comparable proven problems,
 - Comparison with information from published data,
 - Comparisons with other validated computer programs, or
 - Comparisons with experiments and tests.
4. The output generated by the COTS application using the standard data set(s). This output shall include a statement warranting that the output accurately reflects the use of the standard data set(s) with the COTS application. The statement shall be on the Supplier's letterhead and signed, with printed name, by an authorized agent of the Supplier.

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When required by the procurement documents verification of the COTS application operation using the submitted standard data set(s) shall be witnessed a Buyer's representative.

One copy of the documentation, unless otherwise specified, shall be submitted for review and approval.

¹ COTS software refers to an existing application which will be implemented on a standard operating system without the need for modification of its executable/object code.

2.4 SOURCE INSPECTION

All items are subject to inspection at the Supplier's facility or Supplier's subcontractor's facility by a Buyer's quality assurance/quality control representative. Supplier shall notify Buyer at least 5 working days in advance of the time items will reach any inspection hold point established by the Buyer in the procurement package.

2.5 NONCONFORMANCE DOCUMENTATION AND REPORTING

All nonconformances identified at the Supplier's facility with a proposed disposition of "Accept" or "Repair" shall be approved by the Buyer before any corrective action is taken by the Supplier on the nonconformance.

Accept: A disposition that a nonconforming item will satisfactorily perform its intended function without repair or rework.

Repair: A disposition requiring the processing of a nonconforming item so that its characteristics meet the requirements listed in the disposition statement of the nonconformance report.

A Supplier Nonconformance exists when;

- (1) A Purchaser's technical or material requirement, or a requirement in a Purchaser approved Supplier document is violated; and
- (2) The nonconformance cannot be corrected by continuation of the original manufacturing process or by rework; or
- (3) The item does not conform to the original requirement but can be restored to a condition such that the capability of the item to function is unimpaired.

Nonconformances shall be documented by the Supplier on the Supplier's nonconformance form. After documenting the nonconformance, disposition and technical justification, the form shall be forwarded to the Buyer.

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After the recommended disposition has been evaluated by the Buyer, the form shall be returned to the Supplier with a disposition of approval or rejection. The Supplier may take corrective action on the nonconformance only after the form is approved.

The Supplier's nonconformance form shall be shipped with the affected item.

2.6 CERTIFIED WELD INSPECTOR (CWI)

Supplier personnel performing weld inspections shall be certified as a Certified Weld Inspector (CWI) in accordance with the requirements specified in AWS QC-1.

The following documentation shall be submitted prior to the start of fabrication:

1. Current AWS CWI certificates.
2. Current and valid visual acuity examination. The examination must be performed annually.
3. Visual weld inspection procedures.

Approval shall be obtained from the Buyer prior to start of fabrication.

2.7 WELDING PROCEDURES AND QUALIFICATIONS

Welding procedures and personnel shall be qualified in accordance with the applicable AWS or ASME specifications as specified in the Purchase Order/Contract order. The Supplier shall submit copies of all welding procedures, Procedure Qualification Records, and Welder Qualification Records to be employed in the performance of this Purchase Order/Contract Order. Buyer approval is required prior to the start of fabrication.

Changes and revisions to welding documentation shall be submitted to the Buyer for review and approval prior to use. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

2.8 NONDESTRUCTIVE EXAMINATION PROCESS

Nondestructive examination (NDE) personnel shall be qualified and certified in accordance with the recommended guidelines of the American Society of Nondestructive Testing's (ASNT) ANSI/ASNT CP-189 or ASNT SNT-TC-1A, unless otherwise specified in the ordering data.

The Supplier is not authorized to begin fabrication until the following documentation has been reviewed and approved by the Buyer:

- a. NDE qualification and certification procedures
- b. Personnel Level I, II, and III qualifications and certifications which include objective evidence of NDE training, formal education, examinations, experience,

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- date of hire, and current eye examination
- c. NDE method/examination procedures that are in accordance with the applicable codes/standards specified in procurement documents.

All NDE reports and radiographs shall be traceable to the item examined, include all essential examination parameters, and signed and dated by the NDE examiner. All NDE reports and radiographs shall accompany or precede shipment of material. Radiographs, and radiographic technique and examination reports shall be subject to approval by the Buyer prior to shipment of completed items.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

2.9 IDENTIFICATION AND TRACEABILITY OF ITEMS

All items shall be identified with the part, heat, batch, or serial number and the Purchase Order and line item number. Identification shall be on the item or the package containing the item. Where identification is on the item, such markings shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

2.10 IDENTIFICATION OF AGE CONTROL ITEMS

The Supplier shall identify each item, assembly, package, container, or material, having limited shelf life, with the cure date or date of manufacture and the expiration date. The Supplier shall specify any storage temperatures, humidity and environmental conditions which should be maintained. Material shall **NOT** be furnished having less than 75 percent of total shelf life available at time of shipment.

2.11 CERTIFIED MATERIAL TEST REPORT

The Certified Material Test Report (CMTR) shall include actual results of all chemical analysis, tests, examinations, and treatments required by the material specification and this Purchase Order/Contract order. The CMTR shall be legible, reference applicable specification number and year of edition, and be traceable to the material furnished by heat or lot number. All reports are subject to review and acceptance by the Buyer.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

2.12 INSPECTION AND TEST REPORT

The Supplier shall submit legible, reproducible copies of Inspection/Test Reports.

The report(s) shall include the following:

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1. Identification of the applicable inspection and/or test procedure utilized.
2. Resulting data for all characteristics evaluated, as required by the governing inspection/test procedure.
3. Traceability to the item inspected/tested, (i.e., serial number, part number, lot number, etc.).
4. Signature of the Supplier's authorized representative or agency which performed the inspections/tests.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

2.13 CONTROL OF GRADED FASTENERS

The provisions stated below are the minimum Department of Energy requirements for high strength graded fasteners produced in compliance with national consensus standards (e.g., SAE, ASTM, ASME).

1. Fasteners shall exhibit grade marks and manufacturer's identification symbols (headmarks) as required in the specifications referenced in the Purchase Order/Contract Order.
2. Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Purchase Order/Contract Order.

[Suspect Bolt Head Marking Card](#)

[Suspect Stainless Steel Fastener Headmark List](#)

3. When requested by the Buyer, the Supplier shall provide a legible and reproducible copy of the manufacturer's Certified Material Test Reports (CMTR). These CMTRs shall report the values of the actual chemical and physical tests performed on the represented fastener lot/material heat. Fastener packaging/labeling shall be traceable by lot number or other positive means to the CMTRs.
4. Fasteners shall be inspected to verify compliance with the Purchase Order/Contract Order requirements. Additionally, fasteners may also be subjected to destructive testing.
5. When requested by the Buyer, the Supplier shall provide a Certificate of Conformance which must certify conformance and traceability of supplied materials to the subject Purchase Order/Contract Order. The document must be legible and reproducible.

2.14 PROCUREMENT OF POTENTIALLY SUSPECT OR COUNTERFEIT ITEMS

Notwithstanding any other provisions of this agreement, the Supplier warrants that all items provided to the Contractor shall be genuine, new and unused unless otherwise specified in writing by the Contractor. Supplier further warrants that all items used by the

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Supplier during the performance of work for the Hanford Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Supplier shall indemnify the Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Supplier's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

Supplier shall provide a written statement that "all items furnished under this Purchase Order/Contract Order are genuine (I.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order/Contract Order.

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier.

Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.

For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guidance at: <http://www.hss.doe.gov/sesa/corporatesafety/sci/index.html>.

Additional information may also be found by referring to: Managing Suspect and Counterfeit Items (SCI) in the Nuclear Industry; International Atomic Energy Agency Guide [IAEA-TECDOC-1169](http://www.iaea.org/publications/tecdoc/tecdoc1169).

2.15 CERTIFICATE OF CONFORMANCE

The Supplier shall provide a legible/reproducible Certification of Conformance. Supplier's authorized representative responsible for quality shall sign the Certification of Conformance.

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This Certification of Conformance shall, as a minimum:

1. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
2. Each Order/shipment shall include a C of C unique to that shipment.
3. The quantity of each Line Item shipped shall be identified on the C of C.
4. The COC shall identify the specific procurement requirements to be met by the purchased item or service. The procurement requirements identified shall include any approved changes, waivers, or deviations applicable to the item or service.
5. The COC shall also identify any procurement document requirements that have not been met together with an explanation and the means for resolving the nonconformances.
6. The COC shall be signed or otherwise authenticated by a supplier's representative. For OCRWM-related and Quality Level 1 & 2 items and services; the person signing the COC shall be the one who is responsible for this QA function and whose responsibilities and position are described in the supplier's QA program.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item shipped. For subsequent shipments on this Purchase Order/Contract order, reference may be made to documentation provided with earlier shipments, instead of duplicating such documentation.

2.16 PACKAGING/SHIPPING PROCEDURES

The Supplier shall prepare and submit for approval, prior to use, a procedure or plan for the packaging and shipping of items during the performance of this Purchase Order/Contract Order. The procedure(s) shall include as appropriate cleanliness inspections prior to packaging, use of preservatives and coatings, descriptions of specially designed shipping containers, handling and rigging procedures, final inspections, and the type of transfer and shipping vehicles, as applicable to the work scope. Examples of the packing and shipping inspection forms shall be included in the procedure or plan. Additional guidance may be found in ASME NQA-1-2008, w/ 2009 Addenda, *Quality Assurance Requirements for Nuclear Facility Applications*, Subpart 2.2, *Quality Assurance Requirements for Packaging, Shipping, Receiving, Storage, and Handling of Items for Nuclear Power Plants*.

3.0 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.

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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>

- 3.1 **General Provisions** - Revision 9 dated February 5, 2018
- 3.2 **Special Provisions, SP-7 – Rights in Data** -
Revision 1, dated December 14, 2010
- 3.3 **Special Provisions, SP-9 - Organizational Conflict of Interest** -
Revision 1, dated August 5, 2013
- 3.4 **Special Provisions, SP-12 - Government Property** – Revision 1 dated December 06,
2016
- 3.5 **Special Provisions, SP-13 - General Transportation Instructions** -
Revision 1 dated April 6, 2011
- 3.6 **Special Provisions, SP-16 - Representations and Certifications** -
Revision 6 dated June 4, 2018.

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.

END OF PART IV – SPECIAL TERMS

END OF CONTRACT