

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 << ENTER MSIN>>
825 Jadwin Ave
P.O. Box 1600
Richland, WA 99352

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

Contract Specialist: << Enter Contact Name >>
Phone Number: << Enter Phone Number >>

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

Start Date: << Click here to enter a date >>
Contract Type: << Choose a contract type >>
Contract Value: \$ << Enter contract value >>

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

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed Phone

Date Signed Phone

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PART I – STATEMENT OF WORK

(Insert Statement of Work here or add as a separate Word file, delete this section, and regenerate the Table of Contents)

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS**1.0 CONTRACT TYPE AND VALUE**

This Contract is a <<Type of contract>> contract.

The value of this Contract is <<Value of Contract>> *(use for firm fixed price contracts)*
or

The estimated value of this Contract is a not to exceed ceiling of \$ <<Value of contract>> including fee and applicable taxes *(use for T&M/LH, Cost, and other contracts)*.

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

1.1 Limitation of Funds

1. *Although the parties hereto have negotiated the ceiling price of not-to-exceed \$ for this Contract, (hereafter referred to as the Contract), they understand that sufficient funds for the full scope of the work are not available. It is anticipated partial funding will be allotted to this contract from time to time until the total estimated price of said Contract is obligated.*
2. *The amount presently available for payment and allotted to this Contract, the items covered, and the period of performance the allotted amount will cover is \$. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable under the Contract, approximates, but does not exceed the total amount actually allotted on the Contract.*
3. *The Contractor shall notify the Contract Specialist identified in the Contract, in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to this Contract. The notice shall state the estimated date when such allotted amount will be reached and estimated amount of additional funds required to continue performance for the period specified in the schedule. If after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed date, CHPRC shall upon Contractor's written request, terminate this Contract on the performance end date or the date set forth in the request, whichever is later, pursuant to the provisions of the Termination clause of this Contract.*
4. *Except as provided by other provisions of this Contract, specifically citing and stated to be an exception to this clause:*
 - a. *CHPRC is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this Contract; and*
 - b. *The Contractor is not obligated to continue performance under this Contract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Contract, until CHPRC notifies the*

Contractor in writing that the allotted amount has been increased and specifies the revised total allotted amount.

5. *No notice, communication, or representation in any form or by anyone other than that specified in subparagraph 4(b) above, shall affect the allotted amount of this Contract. In the absence of the Contractor's notification (paragraph 3 above), CHPRC is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted to this Contract, whether incurred during the course of performance period, a termination, or result of an audit.*
6. *When, and to the extent that the amount allotted by CHPRC is increased, any excess costs the Contractor incurred before this modification shall be allowable to the same extent as if incurred afterward, unless this Contract was terminated.*
7. *Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they identify an increased allotted amount.*
8. *If CHPRC does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in this Contract equaling the percentage of completion of the work contemplated by this Contract.*
9. *This limitation of funds clause also pertains to individual task Contracts where incremental funding exists.*

1.2 Master – Task Order Agreement

1. *This Master Agreement 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 services and 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. *Time and Material Task Order Releases with defined deliverables or completions are the preferred pricing arrangements for Task Order Releases issued under this*

Agreement. To the extent that time and material arrangements are impracticable, CHPRC, at its sole discretion, will have the flexibility to negotiate Firm Fixed Price Task Order Releases for work to be performed under this Agreement. Thus, at any point during the term of this Agreement, the Contractor may be working on Task Order Releases with more than one type of pricing arrangement. All pricing arrangements, however, shall be consistent with the Labor Rate Schedule, Current Revision, for this Agreement.

5. *When Time and Material Task Order Releases are implemented, refer to the Special Provisions – Time and Materials /Labor Hour Contract Types, SP-19.*

1.3 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.*
3. *The Contractor's proposal response shall address the Task Order Release work scope requirements and shall include the following:*
 - a. *A detailed narrative description or reference to the applicable Statement of Work the Contractor intends to perform to meet work scope requirements.*
 - b. *A Manpower Utilization Plan that identifies the Contractor's personnel assigned to perform the work and what aspects of the work scope requirements they intend to perform. This plan must identify the expected effort for each individual identified.*
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; other direct costs (including travel) and the associated material handling and G&A rates; and profit or fee, 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 PAYMENT SCHEDULE

See Attachment X or

2.1 Payment Schedule

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

LABOR

Name/Classification Hourly Rate

DIRECT MATERIALS/ODC'S

The primary technical contributors for this Contract/Release when identified above shall not be reassigned during the period of performance of this Contract/Release without prior approval of the Contract Specialist and CHPRC's Technical Representative (BTR). Other employees of the Contractor, not listed above but listed on the Contract's Labor Compensation Schedule, may be used for nominal work efforts on this Contract/Release, provided that:

- 1. The Contractor submits prior written notification to the Contract Specialist and the BTR,*
- 2. The Contractor does not exceed the Contract/Release ceiling price, and*
- 3. Only those employees named on the authorized and approved Labor Compensation Schedule in effect on the date work occurred shall be authorized to perform work on this Contract/Release.*

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.
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

8.2 *Cost Adjustments*

The cost(s) of this Contract are subject to adjustment based on the resolution of recommendations contained in any report of Government Audit in accordance with cost principles contained in the Department of Energy Acquisition Regulations and the Federal Acquisition Regulations.

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 Availability of Funds

Funds are not presently available for this Contract. CHPRC's obligation under this Contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of CHPRC for any payment may arise until funds are made available to CHPRC for this Contract and until CHPRC receives notice of such availability, to be confirmed in writing by CHPRC.

10.3 Reimbursement of Travel Expenses

- 1. Travel Authorization: Only when authorized in advance by CHPRC as part of the Contract, will Contractor personnel be reimbursed for travel expenses incurred in performance of this Contract. Expense reimbursement is limited to costs incurred for lodging plus meals and incidental expenses (M&IE) considered reasonable, allowable, and allocable, and that do not exceed the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations (FTR). Contractor is expected to take reasonable steps to minimize the amount of travel expenses. Links to the FTRs and current per diem rates can be found on the GSA web site (www.gsa.gov)*
- 2. Eligibility: Expense reimbursements will only be allowed for contractor personnel who travel from their permanent residence, if beyond a 100 mile radius of the temporary work location, for temporary assignment to the project site.*
- 3. Invoicing: Expense reimbursement requests must be invoiced in accordance with contract invoicing requirements in a timely manner, and must identify the name of the traveler, destination, purpose and date of the travel as well as document any*

required CHPRC pre-approval. Submittal of an invoice to CHPRC that includes travel expenses signifies Contractor's certification to all requirements identified herein.

- 4. Receipts: Unless agreed in advance by CHPRC, invoices must include original or legible copies of receipts to support the actual lodging and travel expenses incurred. Receipts for M&IE expenses are not typically required.*
- 5. Cancellation: When travel, arranged in accordance with these requirements, is cancelled in writing by CHPRC, airline cancellation or rebooking charges may be invoiced and reimbursed provided that supporting documentation showing authorized travel and subsequent cancellation are provided.*
- 6. Short-Term Assignments: thirty (30) Days or Less: Lodging and M&IE will be paid in accordance with the rates established by the Federal Travel Regulations unless otherwise specified in this Contract.*
- 7. Rates: Expenses will be reimbursed using the following guidelines:*
- 8. Transportation Other than Airline: Reimbursement of transportation costs will be at the current FTR per mile rate, for travel by personal automobile, or actual fares for other public conveyance, reasonably incurred by contractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington, or to other such locations and return, at the request of CHPRC. When travel is by automobile the most direct route must be used. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized in advance by CHPRC.*
- 9. Transportation by Airline: Every reasonable effort must be made to plan required travel to obtain the lowest advance-purchase fares available. Actual receipts must accompany invoices for all airfare costs.*
- 10. Car Rental: Travelers must use the least expensive compact car available.. Should a compact or intermediate size vehicle not be available, use of a more expensive vehicle must be approved in advance by the CHPRC Contract Specialist and must be limited only to the time necessary to obtain a lower cost alternative and include a certification by the employee of the effort made to obtain the compact vehicle. Actual receipts must document all car rental and fuel costs. NOTE: A Pre-Paid refueling option and optional rental car insurance will not be reimbursed.*
- 11. Personally-Owned Vehicle: Instead of using a rental car, a personally-owned vehicle may be used if determined to be more cost effective. However, arrangements must be pre-approved by the CHPRC Contract Specialist. CHPRC assumes no liability for accidents when personally owned or rental vehicles are used. Contractor retains all risks and liabilities associated with using personally-owned or rental vehicle.*

12. Lodging: Lodging will be reimbursed at the current FTR rate or at the actual cost if less than the allowable FTR rate. Actual receipts must document all lodging costs being invoiced under this contract. If contractor employee moves from hotel lodging into residential accommodations earlier than 30 days, the lodging will be reduced to 55% of the FTR rate day effective date of establishing residential accommodations.
13. Meals and Incidental Expenses (M&IE): M&IE will be reimbursed at a flat rate per day; not to exceed the limits specified for the geographical location in the FTR. The daily living expense (M&IE) will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home. Weekend stay-over(s) are paid when continued work is required during the following week.
14. Long-Term Temporary Work Assignments – (More than thirty (30) days, but less than three hundred sixty-five (365) Days). M&IE and lodging reimbursement limits will be reduced in accordance with DOE policy for extended travel assignments exceeding 30 days (ref. DOE-AL-2013-01).
15. Lodging: For the first 60 days and last 30 days of a long-term assignment, CHPRC will reimburse costs associated with lodging at the lesser of actual cost or 100% of the FTR authorized rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate.
16. M&IE: For the first 30 days and last 30 days of the assignment, CHPRC will reimburse costs associated with M&IE at the lesser of actual cost or 100% of the FTR M&IE rate for the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate. The M&IE will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home.
17. Travel Home: When on a long-term work assignment (more than 30 consecutive days), one trip home, to the primary residence, after each four (4) consecutive weeks of assignment (on travel status) to the Contract will be reimbursed when approved in advance by CHPRC as follows:
18. Travel home must be booked via the most economical method and direct route in accordance with FTR guidance. If the project work assignment or an urgent situation prevents the Contractor employee from obtaining a minimum of (14) day airfare rates; approval must be obtained from CHPRC prior to booking the airfare. If a personal vehicle is used to return to the primary residence, mileage will be paid at the current FTR rates up to a total not to exceed the fourteen (14) day advance airfare value.
19. While traveling and at home, lodging and M&IE expenses are not reimbursable.
20. The trips home are neither “bankable,” transferable nor cumulative.
21. Permanent Work Assignments: Unless pre-approved by CHPRC, work assignments of more than three hundred sixty-five (365) consecutive days are

considered permanent. All incurred travel and living expenses, after three hundred sixty-five (365) consecutive days, are not reimbursable without written pre-approval from CHPRC. The consecutive-day count for Contractor personnel who change employment to another contractor will not restart, but continue from the original contract assignment date.

10.4 Work Hours

Contractor personnel providing professional and staff augmentation support under this contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours. This should be taken into consideration when identifying job position and salary levels.

10.5 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 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

PART III – GENERAL TERMS and ATTACHMENTS

1.0 GENERAL

1.1 Acceptance of Terms and Conditions.

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, specifications and other documents that this Contract incorporates by reference or attachment. CHPRC hereby objects to any provisions inserted into this Contract, amendment, or modification to the Contract that are different from or in addition to those set forth by CHPRC in the Contract, amendment or modification to the Contract.

1.2 Attachments Incorporated

The terms, forms, documents and attachments listed herein are hereby incorporated into and made a part of this contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents.

Where available, hyperlinks are provided for downloading the referenced document.

1.3 Order of Precedence

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

1.4 Subcontracting

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

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

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

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

CHPRC reserves the right to:

- reject any proposed subcontract or subcontractor as incomplete or unsuitable

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

END OF PART III – GENERAL TERMS and ATTACHMENTS

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Contract Correspondence

CHPRC's Mailing Address:

Attn: <<Name>>

CH2M HILL Plateau Remediation Company
PO Box 1600
Richland, WA 99352

CHPRC's Street Address:

Attn: <<Name>>

CH2M HILL Plateau Remediation Company
825 Jadwin Ave <<Number>>
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 unless extended by the parties or unless terminated by other provisions of this Contract.

1.4 Material/Fabrication Items Requirements

The terms of this Contract require materials/Fabricated items to be delivered per the Statement of Work by unless terminated by other provisions of this Contract.

1.5 Packing List

Contractor shall enclose a packing list with each shipment referencing:

- 1. Name of Contractor*
- 2. Contract number and item number*
- 3. Date of Contract*
- 4. Itemized list of supplies or services furnished*
- 5. Quantity of each item*
- 6. Date of delivery or shipment*
- 7. Stock number (if applicable)*

1.6 Package Identification

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

1.7 Authorized Personnel

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

Contract Specialist, <<Name>>

Constructions/Services Contracts Manager, Joan Howard

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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 personnel>>

1.14 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.

CHPRC published Services Contract Act Wage Determinations specifically for Hanford are posted 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>

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

<<Name/phone/mail stop>>.

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.

1.19 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.

1.20 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).

1.21 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 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.

1.23 Hanford Site Stabilization Agreement

In accordance with Special Provision SP-4 section 8.0 and prior to award of any contract for construction and/or Davis Bacon covered work to be done on the Hanford Site the contractor and any lower-tier contractors must be signatory to the Hanford Site Stabilization Agreement (HSSA) including all appendices and most recent changes. A signed Employer Compliance Agreement must be provided to CHPRC with each proposal and kept current and in force during performance of any resulting contract. Reference copies of the Employer Compliance Agreement, the HSSA and amendments are posted on CHPRC Acquisition web site.

1.24 Bonds And Insurance – Construction Contracts

Bonds. Contractor shall obtain payment and performance bonds, each in an amount equal to 100% of the Contract Price, unless waived by CHPRC. The bonds shall be written on forms satisfactory to CHPRC. Contractor's sureties shall be those approved only by the U.S. Treasury, as indicated in Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

Insurance. Contractor shall, at its sole cost, obtain and maintain in force for the duration of the Contract (including the Guarantee period) insurance of the following types with limits not less than those prescribed below:

Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the statutes of the nation, state, territory, or province having jurisdiction over Contractor's employees and Employer's Liability Insurance or, if third party insurance is permitted, with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee.

Note: Contractor shall not use occupational accident or health insurance policies, or their equivalents, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

Commercial General Liability Insurance ("Occurrence Form," not "Claims Made") with a minimum combined single limit of liability of \$1,000,000 for each occurrence of bodily injury and property damage; with a minimum limit of liability of \$1,000,000 for each person for personal and advertising liability; and a minimum limit of liability of \$1,000,000 for each occurrence for products/completed operations liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three years following completion of Contractor's Services. The policy shall be endorsed to name CHPRC as additional insured, including their affiliates, directors, officers, and employees. Such endorsement



shall be made upon ISO Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees, or Contractors (Form B).

Automobile Liability Insurance covering use of all owned, non-owned, and hired motor vehicles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CHPRC as additional insured, including their affiliates, directors, officers, and employees. If hazardous materials are to be transported, Contractor shall maintain liability insurance evidenced by ISO Form CA001 with MSC-90 and CA 9948 endorsements attached.

Tools and Equipment Floater Insurance if Contractor will use tools and equipment in the performance of their services under the Contract. Such insurance shall cover physical damage to or loss of all major tools and equipment, construction office trailers and their contents, and motor vehicles (if not covered by policies above) for which Contractor is responsible, throughout the course of the Work.

Contractor hereby releases CHPRC, including their affiliates, directors, officers, and employees, and shall cause Contractor's insurer(s) to waive their right of subrogation against such released parties, for losses or claims for bodily injury, property damage, or other insured claims arising out of Contractor's performance under the Contract.

Certificates of Insurance satisfactory to CHPRC (ACORD form or equivalent) shall be supplied evidencing that the insurance policies required above are in force; that not less than thirty (30) days written notice will be given to CHPRC prior to any cancellation, expiration, or restrictive modification of the policies; and that waivers of subrogation are in force. Contractor shall also provide with its Certificate of Insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Section. At CHPRC's request, Contractor shall provide a certified copy of each policy required under this Contract.

The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by CHPRC. Contractor General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Contractor has obtained the insurance required in this section shall in no manner reduce or affect Contractor's other obligations or liabilities set forth in this Contract.

Builder's Risk Insurance may be required, covering loss or damage to material and equipment furnished by CHPRC that are to be incorporated into a completed facility. Contractor shall be responsible for the payment of any applicable deductible (which shall not exceed \$5,000 per occurrence) for each loss to such materials or equipment that are in the care, custody, or control of Contractor.

1.25 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

1.26 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.*

1.27 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.

1.28 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.

1.29 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.

1.30 Contractor Hours Worked Onsite

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

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

- 1. List the number of hours worked on site for each contract*
- 2. List the total number of employees working on site*
- 3. Do NOT include hours worked by Contract Labor personnel who are recording time in the CLTR system or the TIS system. That data is accumulated automatically.*

The reporting form is located at:

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

2.0 CONTRACT PROVISIONS

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

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. 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](#) - Revision 11, dated August 14, 2019

2.2 [General Provisions for Commercial Items](#) - Revision 8. dated August 14, 2019

CHPRC has designated this action as meeting the requirements for “commercial items” as defined in FAR part 2.101 and 12.501.

2.3 [General Provisions for Contracted Labor](#) – Revision 8 dated August 14, 2019

**2.4 [Special Provisions, SP-2 - Cost-Reimbursement Contracts](#) –
Revision 4 dated July 31, 2017**

Requires contract to specify fill-in values for applicable FAR contract type provision



- 2.5 **Special Provisions, SP-3 - Application of Federal Cost Accounting Standards –**
Revision 2 dated February 26, 2014
- 2.6 **Special Provisions, SP-4 - Construction Contracts-**
Revision 6, August 27, 2019
- 2.7 **Special Provisions. SP-5 - On Site Services -**
Revision 14, May 15, 2018
- 2.8 **Special Provisions, SP-7 - Rights in Data-**
Revision 1 dated December 14, 2010
- 2.9 **Special Provisions, SP-8 - Patent Rights -**
Revision 2 dated August 12, 2013
- 2.10 **Special Provisions, SP-9 - Organizational Conflict of Interest -**
Revision 1, dated August 5, 2013
- 2.11 **Special Provisions, SP-10 - Classification/Security/Foreign Control -** *Revision 1 dated March 15, 2011*
- All offerors must respond to the "Foreign Ownership, Control or Influence (FOCI) Certification" (Attachment A). Return the completed FOCI certification to CHPRC.*
- One or more offerors may be requested to complete the Department of Energy online FOCI application process. Contract award may be delayed until a satisfactory FOCI determination is received from the Department of Energy. Refer to the Department of Energy web site for application forms and instructions <https://foci.td.anl.gov/>*
- 2.12 **Special Provision, SP-11 - Subcontracting Plan**
Revision 6, dated July 25, 2018
- The subcontracting plan submitted by the contractor and accepted by CHPRC is hereby incorporated in to this contract. Contractor is obligated to comply in good faith with the commitments made in the proposed plan unless an alternate plan is proposed and accepted by modification to this contract. CHPRC is under no obligation to accept an alternate proposal.*
- 2.13 **Special Provisions, SP-12 - Government Property** – *Revision 1 dated December 06, 2016*
- 2.14 **Special Provisions, SP-13 - General Transportation Instructions -**
Revision 1 dated April 6, 2011
- 2.15 **Special Provisions, SP-14 - Hazardous Waste Transportation and Disposal -**
Revision 1 dated August 12, 2013
- 2.16 **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 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.

2.17 *Special Provisions, SP-18 - Software License Agreements -*
Revision 0 dated November 10, 2008

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

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

END OF PART IV – SPECIAL TERMS

END OF CONTRACT