

**SECTION C : DRAFT CONTRACT**

*Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.*

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

**Contract Specialist:**  
Tracey A. Burch

**Phone Number:**  
509-376-3466

**Contractor:**

<< Enter Contractor Name >>

<< Enter Street Address >>

<< Enter City, State, Zip >>

**Contractor Contact:**

<< Enter Contact Name >>

**Phone Number:**  
<< Enter Phone Number >>

**Start Date:** << Select a start date >>

**End Date:** 9/30/2016

**Contract Type:** Firm Fixed Unit Price (FFU)

**FOB Point:** <<Enter FOB>>

**Contract Value:** \$ << Enter contract value >>

**Payment Terms:** Net 30

\_\_\_\_\_  
CH2M HILL Plateau Remediation Company

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

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

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

\_\_\_\_\_  
Date Signed      Phone

\_\_\_\_\_  
Date Signed      Phone

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**PART I – STATEMENT OF WORK**

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Revision 1

February 10, 2014

Prepared by: SJ Trent

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**1.0 INTRODUCTION / BACKGROUND**

This contract is issued for the performance of laboratory geotechnical testing of soil samples for characterization and remediation of soil and groundwater at the US Department of Energy (DOE) Hanford Site, in support of CH2M Hill Plateau Remediation Company (CHPRC) work scope. CHPRC is a prime contractor to the DOE, and all work on this Statement of Work will be performed in support of the CHPRC contract with the DOE.

**2.0 DESCRIPTION OF WORK – GENERAL**

Hereinafter, the subcontracted geotechnical laboratory shall be referred to as the “Contractor”. Contractor employee(s) shall be responsible for independently planning, organizing and performing a wide variety of non-hazardous specialized administrative/technical duties in support of the successful completion of goals and deliverables and in accordance with all provisions of the contract.

**3.0 DESCRIPTION OF WORK – SPECIFIC**

Determining certain geotechnical engineering parameters of Hanford soils will facilitate remediation engineering studies, hydrogeological investigations and placement studies for future groundwater monitoring wells conducted by the CHPRC in support of the environmental cleanup mission at the Hanford Site. Soils submitted for geotechnical testing under this SOW will be collected from areas that may have been contaminated with radiological and/or hazardous constituents.

Services covered in this SOW shall include sample receipt, sample handling and storage, geotechnical testing and submittal of deliverables, and disposal of samples at the direction of CHPRC. The Contractor shall supply all facilities, equipment, materials, documents and personnel necessary for the performance of work according to the requirements of this SOW.

**3.1 Task Description**

The work products and services required for the successful completion of this work activity include sample receipt and log-in, sample handling and storage, sample preparation and testing, sample disposal, and submittal of deliverables consisting of geotechnical testing results and associated testing information.

Typically, CHPRC geotechnical samples will be submitted in 4” (diameter) by 6” (length) stainless steel or polycarbonate split spoon liners that are affixed with plastic

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caps at each end of the liner. Samples submitted specifically for moisture content testing will normally be contained in moisture tins. From time to time, different containers may be utilized to ensure the quantity of sample needed for the requested geotechnical tests is provided. The Contractor will be notified in advance of deviation in containers types.

The scope of the CHPRC geotechnical testing effort is found in Table 1. The table lists the geotechnical test methods required by the CHPRC, including an estimate of the number of samples that may be collected for each test over the duration of this contract. The Contractor shall have the capability to perform all tests shown in Table 1. The estimated number of samples is based on an evaluation of the historical geotechnical sample load, and is subject to change on a year-to-year basis dependent upon the funding level provided by the DOE to the CHPRC.

**Table 1. Estimated Number of Samples for Required Geotechnical Test Methods over Contract Duration**

<b>Estimated Number of Samples</b>	<b>Required Geotechnical Test Method</b>
200	ASTM D422, "Standard Test Method for Particle-Size Analysis of Soils"
50	ASTM D2434, "Standard Test Methods for Permeability of Granular Soils (Constant Head)"
50	ASTM D5084, "Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter"
200	ASTM D4373, "Standard Test Method for Rapid Determination of Carbonate Content of Soils"
200	ASTM D2216, "Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass"
200	D2937, "Standard Test Method for Density of Soil in Place by the Drive Cylinder Method"
50	ASTM D854, "Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer"

### 3.1.1 Sample Receipt and Log-in

Prior to initiation of a CHPRC sampling event, the CHPRC will prepare a sampling authorization form (SAF) for review by the Contractor. Sampling event details including the number of samples, sample matrix, specific analyses, and process knowledge, as

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appropriate will be provided by the CHPRC through the SAF. All samples submitted under this SOW will be collected by the CHPRC in sample containers that are labeled and identified as belonging to the CHPRC. Each label will specify a unique sample identification number, the date and time of collection, and the geotechnical test(s) required. A CHPRC approved chain-of-custody (COC) form will accompany samples and serve as the primary document for all geotechnical testing requests.

The Contractor shall have the facilities, procedures and trained personnel in place to perform sample receiving and checking. The Contractor shall designate a sample custodian, and an alternate, responsible for receiving all samples. Upon receipt of samples, the sample custodian or designated alternate shall inspect the sample containers in accordance with the Contractor's sample receiving standard operating procedure (SOP). The Sample Check-in List in Attachment 1 (or equivalent) shall be completed for any anomalies observed at sample receipt. The sample custodian or designated alternate shall print or stamp their name and then sign, date, and record the time on all appropriate receiving documents including the CHPRC COC forms at the time of receipt. The sample custodian or designated alternate shall also initiate an internal COC in accordance with the Contractor's SOPs at the time of receipt. All COC and sample receipt documentation shall become a permanent record as part of the project file.

If during sample receipt the Contractor sample custodian discovers any issues (e.g., broken containers, incorrect sample volume/container, missing COCs etc.), the Contractor shall contact the CHPRC for guidance on how to proceed with the geotechnical test(s) within 24-hours of sample receipt by phone call and/or e-mail. Phone call or e-mail guidance from CHPRC is acceptable as long as the Contractor follows up with a Sample Issue Resolution (SIR) form as specified in Attachment 2. All sample receipt anomalies shall be documented on a SIR form and included in the data package.

Samples will be delivered to the Contractor in batches referred to as "sample delivery groups" (SDGs). Upon sample receipt, the Contractor will assign a unique tracking number to the SDG that will be used by both the Contractor and the CHPRC to track the SDG from sample receipt through disposal of the samples after all testing has been completed. Normally, an SDG consists of up to twenty samples. Because not all of the samples comprising an SDG may be received by the Contractor on the same day, the Contractor, after consultation with CHPRC, will assign the SDG number to the agreed upon group of samples.

The Contractor shall assist the CHPRC in minimizing sample sizes and the number of sample containers necessary to perform the requested geotechnical tests. In addition, information on the minimum sample size (mass or volume as applicable) necessary to perform the requested geotechnical tests shall be provided. If the Contractor receives samples that do not meet required minimum volumes, the Contractor shall contact the CHPRC for guidance on processing samples.

The Contractor shall provide, in Microsoft<sup>1</sup> format compatible applications (e.g., Word, Excel, Access, PowerPoint) or Adobe Acrobat<sup>2</sup> portable document format (PDF), copies

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<sup>1</sup> Microsoft Word, Excel, and Access are registered trademarks of the Microsoft Corporation.

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of all sample receipt documentation (e.g., COC forms, Sample Check-in Lists, sample acknowledgement forms) and any anomalies, if applicable, to the CHPRC within one (1) business day of receipt of samples.

Electronic sample receipt documentation shall be sent as individual files to the CHPRC Sampling Management and Reporting (SMR) mailbox (CPP\_Sample\_Management@rl.gov). The files shall be identified in the subject line as to the file type (e.g., sample receipt) followed by the SDG number.

**3.1.2 Sample handling and storage**

The Contractor shall store and preserve the integrity of the sample (including during sample preparations) and unused sample portions during all phases of processing in accordance with the geotechnical test methods being used until the sample is archived. The Contractor shall retain unused sample portions for a minimum period of 90 calendar days after data package delivery.

The Contractor shall assure the integrity of all samples using Chain of Custody protocol. The Contractor shall maintain internal COC records documenting all phases of sample handling from receipts to final analysis. The records shall include documentation of the movement of samples and preparations into and out of designated facility storage areas. The Contractor shall have procedures ensuring that sample custody is maintained and documented.

The Contractor shall have a method for maintaining unique identification of samples throughout the facility. Each sample or sample preparation shall be labeled with the CHPRC assigned sample number or with a unique Contractor identifier. If a unique contractor identifier is used in the data results, it shall be cross-referenced to the corresponding CHPRC sample number in the data package.

**3.1.3 Sample Preparation and Testing**

The Contractor will perform sample preparation and geotechnical testing in accordance with Contractor SOPs. Contractor sample preparation and geotechnical testing SOPs shall be equivalent to the American Society for Testing and Materials (ASTM) procedures listed in Tables 1 and 2, unless a Contractor-specific test method has been approved by the CHPRC. A Contractor-specific test method is defined as a geotechnical test method that is not based on the ASTM procedures identified in this SOW. Contractor-specific testing procedures may be utilized if the Contractor can demonstrate that the resulting data will be of comparable use and quality to that of the ASTM procedures listed in Tables 1 and 2.

If significant deviations from the ASTM procedures are necessary to complete the requested tests, or if a Contractor-specific test procedure different from the requested ASTM procedure is to be used, the Contractor shall contact the CHPRC and request written approval before implementing the deviation or replacement of the requested test. Written approval from CHPRC will be provided via E-mail.

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The Contractor shall notify the CHPRC within 24 hours of discovery in the event of loss or inadvertently destroyed samples, errors in reporting, or the loss of a capability which may adversely affect geotechnical testing results or delivery of data package deliverables within the required due date (Section 3.1.6). In such cases an Action Plan shall be developed by the Contractor and provided in writing to the CHPRC within 10 calendar days of notification.

**3.1.4 Sample Disposal**

If possible, the Contractor shall dispose of all residual sample material. Residual sample material shall be maintained for a minimum period of 90 days following receipt of the associated test data by the CHPRC. Following the 90 day period, the Contractor shall solicit CHPRC for final approval to dispose of the residual sample material. Upon disposal of the residual sample material, the Contractor shall notify the CHPRC in writing that the samples have been disposed. The disposal letter shall include the SDG number, associated sample numbers, and the date on which disposal was completed.

In the event that any or all of the residual samples cannot be disposed of by the Contractor, they shall then be returned to the CHPRC for disposal. Requests for sample return to the CHPRC shall be made in writing a minimum of 30 days prior to the intended shipment. The following criteria shall be met for the CHPRC to properly receive and process returned sample residuals:

- Samples shall not be returned to CHPRC without express written approval from CHPRC.
- All sample residuals shall have a copy of the original COC and shall be included with each returned shipment.
- A complete inventory of all sample containers within the shipping container shall be provided with the shipment. The inventory shall include the number and type of sample containers. Sample containers shall be associated with the appropriate CHPRC sample number.
- The Contractor shall adhere to all appropriate and applicable Department of Transportation regulations when preparing and shipping sample residuals back to the CHPRC.
- Sample return shipping cost is the responsibility of the Contractor.

**3.1.5 Waste Disposal**

All waste generated during the geotechnical testing of CHPRC samples shall be the responsibility of the Contractor to manage and dispose.

**3.1.6 Submittal of Deliverables**

Geotechnical testing results shall be reported in a data package deliverable that is electronically generated or scanned into a PDF electronic file format. A data package deliverable shall be submitted for each SDG received by the Contractor.

Data package deliverables shall be submitted by the Contractor to the CHPRC within 30 calendar days of sample receipt at the Contractor's facility. In no case will the Contractor



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release reports, results, or data to a third party without the prior written permission of the CHPRC.

All data package deliverables and documentation **MUST BE:**

Legible,  
Clearly labeled and complete in accordance with this SOW,  
Paginated,  
Single-sided,  
Complete,  
Reproducible to the fourth generation.

Copies of all sample receipt and shipping documentation (Chain of Custody, sample receipt and analysis request forms, etc.) shall be provided with the data package deliverable.

Data package deliverables shall contain all pertinent testing data, including any quality control data that are generated during the course of testing. All data will be clearly associated with testing methodology, appropriate measurement units, and CHPRC sample numbers.

Submittal of all data package deliverables generated through the performance of this SOW shall be made via email to the CHPRC SMR mailbox. The files shall be identified in the subject line as to the file type (e.g., data package) followed by the SDG number.

When corrections to previously reported results are required, the corrections and an explanation shall be reported in writing to the CHPRC within 10 calendar days of discovery of the issue requiring correction. Corrected data package deliverables shall be emailed to the SMR mailbox.

The Contractor shall maintain a legible copy of all data package deliverables and associated documentation and records in the Case File for a minimum of 3 months after final transmittal of the data package deliverable. After this period, any original documentation contained within the sample testing Case File that has not been previously submitted as part of data package deliverable, shall be submitted to the CHPRC. A minimum of 30 days prior to the date the Contractor intends to dispose of geotechnical testing data package deliverables, documentation, and records associated with this SOW, the contractor shall notify the CHPRC in writing. The CHPRC retains the right to require physical reproduction of any documentation and records generated through the performance of this SOW by the Contractor.

## **3.2 Special Requirements**

### **3.2.1 Management of Radioactive Materials**

Because samples submitted for geotechnical testing may be radioactive, the Contractor using, storing, and/or disposing of such radioactive materials shall have and maintain a current Nuclear Regulatory Commission (NRC) or State Radioactive materials license in adherence with 10 Code of Federal Regulations (CFR) Part 30, 10CFR Part 40, and 10CFR Part 70. A complete, current copy of the license and all active amendments,

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including any Laboratory-specific, sample acceptance criteria not stated in the license, shall be submitted to the CHPRC as specified in Section 7.2, "Submittals."

The Contractor shall maintain the appropriate NRC or State License having a possession limit such that samples containing a mixture of radionuclides, including transuranics, can be received and properly disposed.

The Contractor shall be capable of receiving and testing samples that may contain manmade induced radioactivity. The Contractor shall maintain a real-time radioactive materials inventory.

The Contractor shall have sufficient financial assurance to disposition all sample residues and laboratory wastes and decommission the laboratory facility per the requirements of the NRC.NUREG-1556, Volume 15, "Consolidated Guidance about Materials Licenses: Guidance About Change of Control and About Bankruptcy Involving Byproduct, Source, or Special Nuclear Material Licenses."

### **3.2.2 Permeability and Hydraulic Conductivity Testing**

The test methodology (ASTM D2434 or ASTM D5084) appropriate for determining permeability and hydraulic conductivity shall be based on the texture characteristics of the submitted sample. The Contractor shall examine the submitted sample and determine if the appropriate test methodology has been requested by the CHPRC. If CHPRC request conflicts with the Contractor's determination, then the Contractor shall schedule the sample for the appropriate test methodology and submit a SIR documenting the test methodology change.

### **3.3 Acceptance Criteria**

Work products and services provided shall be reviewed by the CHPRC for completeness, correctness, and compliance with the requirements of this SOW. Acceptance of the product or service by CHPRC is denoted when no requests for data review, data rechecks, or reanalysis have been submitted to the contractor.

### **3.4 Organizational Interfaces**

The Contractor shall interface with various CHPRC (and other) organizations through the CHPRC Contract Specialist (or designee), and the CHPRC Buyer's Technical Representative (BTR) as required. The interfaces are:

- CHPRC Contract Specialist: Ms. Tracey Burch (509-376-3466)
- CHPRC BTR: Mr. Steve Trent (509-373-5869)

The CHPRC Buyer's Technical Representative belongs to the CHPRC Sample Management and Reporting Group (SMR). For a given project the BTR may delegate routine interface responsibilities to other technical specialists within SMR called Project Coordinators. The routine interface responsibilities include notifications of sample delivery, serving as point of contact to respond to Contractor questions regarding the samples, interfacing with the Contractor regarding deliverable due dates and problems meeting deliverable due dates, and resolution and clarification of problems or questions about data in data packages.

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**3.5 Work Not Included**

The work is limited to the scope of this contract.

**3.6 Buyer Furnished Materials and Equipment**

The Contractor shall provide all materials, equipment and facilities for performance of this work scope.

**3.7 Site Conditions and Known Hazards**

Some soil samples submitted to the Contractor for geotechnical testing may be contaminated with various radionuclides and hazardous constituents. All samples submitted to the Contractor for geotechnical testing will be accompanied by sample shipping information documenting material radioactivity and chemical hazards. In addition, samples exhibiting radioactive contamination will be pre-approved for geotechnical testing by the Contractor prior to CHPRC shipping the sample to the Contractor.

**3.8 Site Coordination Requirements**

There are no site coordination requirements.

**4.0 TECHNICAL REQUIREMENTS**

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

**4.1 Work Location / Access Requirements (if applicable)**

- CHPRC Point of Contact: CHPRC BTR
- Work Location(s): Contractor Facility (Off-site)

**5.0 PERSONNEL REQUIREMENTS**

**5.1 Training and Qualification**

No special training requirements are applicable. However, the Contractor shall ensure personnel responsible for performing geotechnical testing work have received and maintain the appropriate training, qualification and certification requirements necessary to perform this work scope.

**5.2 Security and Badging Requirements**

Not applicable. All work will be performed at the Contractor's facility.

**5.3 Site Access and Work Hours**

Not applicable. All work will be performed at the Contractor's facility.

**6.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS**

The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall comply with, and assist CHPRC in

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

**6.1 Quality Assurance/Quality Control**

The Contractor shall maintain a CHPRC-approved quality assurance/quality control (QA/QC) program. The Contractor shall assure the integrity and validity of all geotechnical testing results through adherence to its internal QA/QC program. Prior to initiation of work the Contractor shall submit a quality assurance program plan (QAPP) for review by CHPRC. Deficiencies in the QAPP identified by the CHPRC shall be addressed and resolved by the Contractor prior to the submission of CHPRC samples to the Contractor for geotechnical testing.

The Contractor is subject to CHPRC QA audits, assessments, and surveillance at any time for the duration of this work. The CHPRC may stop work on CHPRC samples at any point should objective evidence indicate that technical or administrative controls are less than adequate or that non-compliant quality-affecting activities exist. The CHPRC shall document such concerns in writing before any work stoppage is implemented. The CHPRC shall be granted access to all facilities, equipment, files, and documents/records associated with this SOW for QA audits, assessments, and surveillance. The CHPRC will notify the Contractor a minimum of three calendar days in advance to arrange any audit activities.

The Contractor QC data shall be available for review and shall be part of the data provided with the final data package reports.

The Contractor shall maintain a current quality program accreditation from one or more of the following entities: American Association of State Highway and Transportation Officials – Materials Reference Laboratory (AASHTO - AMRL), US Army Corp of Engineers, or the American Association of Laboratory Accreditation (A2LA) with Geotechnical proficiency. The Contractor will perform work in accordance with the specified ASTM protocols, Contractor SOPs, and the Contractor QA program. The Contractor shall, during the performance of this contract, notify the CHPRC of changes to the QA program for possible reevaluation.

**7.0 MEETINGS AND SUBMITTALS**

**7.1 Meetings**

The Contractor shall participate in a phone conference meeting prior to the initiation of work on CHPRC samples to ensure that all technical elements of this SOW are in place and understood by the Contractor.

Additional ad-hoc phone conference meetings may be convened as needed to status the completion of work and any technical issues that may arise.

**7.2 Submittals**

- A. The Contractor shall submit the following documents as part of the proposal:
  - a. Quality Assurance Program Plan, most current revision.

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- b. Copies of certifications and accreditations showing compliance with requirements found in section 6.1.
  - c. Copy of NRC license/State Radioactivity Agreement License/radioactive material handling license, whichever is applicable.
  - d. Radioactive sample acceptance limits.
  - e. Example Data Package Deliverable Report for each test- reference Statement of work section 3.1.
- B. The Contractor shall submit the following documents prior to the start of work:
- a. Radiological sample acceptance criteria and associated SOP.
  - b. Laboratory Radiation Control Program

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

- A. Submittal Register
- B. Deliverables include:
- SDG specific data package deliverable per section 3.1.3. Due 30 calendar days following receipt of the last sample in a SDG.
- C. Performance Schedule: The term of this Contract shall commence on date of award and shall end on September 30, 2016 unless extended by the parties or unless terminated by other provisions of this Contract.
- Option 1: October 1, 2016, and end on September 30, 2017
- Option 2: October 1, 2017, and end on September 30, 2018

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**Submittal Register**

The Contractor shall meet the required schedule and provide the documents specified in accordance with the following submittals.

Contract Number and Name: <b>Laboratory Geotechnical Testing of Soil Samples Collected During 100-HR-3 and 100-KR-4 Operable Unit Groundwater Well Drilling and Sampling Activities</b>							Revision:	
1. No.	2. Type, and Number of Copies	3. Technical Submittal	4. Vendor Information	5. Description / Document Title	6. Submittal Date (Calendar Days)	7. Approver Organizations	8. CHPRC Review Time (Work Days)	9. Contract Paragraph or Requirement Reference
1	APW, 1	No		Quality Assurance Program Plan	Prior to Award	SMR, QA	7	6.1, 7.2
2	APW, 1	No		Laboratory Accreditation	Prior to Award	SMR, QA	7	6.1, 7.2
3	AP, 1	No		Rad Materials Handling License	Prior to Award	SMR, QA	7	3.2, 7.2
4	AP, 1	No		Rad Sample Acceptance Criteria	Prior to start of work	SMR, QA	7	3.2, 7.2
5	AP, 1	No		Rad Control Program Documentation	start of work	SMR, QA	7	3.2, 7.2
6	AP, 1	No		Example Data Package Deliverable Report for each test	Prior to start of work	SMR	7	7.2

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1. Typically a numerical sequence (i.e., 1, 2, 3,...). However, other numbering systems may also be used.
2. Submittal type, number of copies and format:
  - APW** = Approval Required Prior to Work (CHPRC must approve the Contractor's submittal prior to the Contractor being authorized to proceed with any activity/work associated with the submittal).
  - AP** = Approval Required (CHPRC must approve the Contractor's submittal, however, work associated with the submittal may proceed prior to CHPRC approval).
  - Format: Describes the type of submittal required (electronic or printed):
  - DWG** An AutoCAD drawing using the Hanford standard formatting (See CHPRC-00263, *Off-Site Vendor Instructions for the Preparation and Control of Engineering Drawing*).
  - MFC** Microsoft Format Compatible application (Word, Excel, Access, PowerPoint)
  - P3** A Primavera Project Planner schedule
  - GEN** General or Open Format/Media
  - PDF** Adobe Acrobat (Portable Document Format)
3. Technical submittals are Engineering or Quality affecting submittals. A Yes in this column designates the need for formalized comments, and a formalized comment disposition process by the Contractor. Examples of Technical Submittals would include Engineering or Fabrication Drawings, or Certificates of Conformance.
4. Vendor Information for project record purposes.
5. Description / Document Title. Describe submittal.
6. Required submittal date or its relationship to project milestones. Examples are July 14, 2009, or Award + 15 days, Contract Completion +30 days.
  - A** Date of Award
  - CD** Conceptual Design Complete
  - PD** Preliminary Design Complete
  - FD** Final Design Complete
  - M** Mobilization
  - SC** Start of Construction
  - EC** End of Construction
7. Approver Organization. Examples are Construction Manager, Safety, Quality, Radiation Protection, Waste Management.
8. The number of Work Days required for review of the submittal.
9. Contract Reference: Cross reference to the Contract requirement that defines this submittal:





**Attachment 2.**

**Sample Issue Resolution Form**

**SAMPLE ISSUE RESOLUTION**

SIR NUM

REV NUM

**DATE INITIATED**

**SAMPLE EVENT INFORMATION**

**SAF NUM(S)**

OPERABLE UNIT(S)

PROJECT(S)

SAMPLE EVENT TITLE(S)

**LABORATORY**

**SAMPLING INFORMATION**

**NUMBER OF SAMPLES**

**SAMPLE NUMBERS**

**SAMPLE MATRIX**

COLLECTION DATE

**SDG NUM**

**ISSUE BACKGROUND**

CLASS

TYPE

**DESCRIPTION**

**DISPOSITION**

DESCRIPTION

JUSTIFICATION

SUBMITTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Highlighted text to be completed by laboratory.

## **PART II – FINANCIAL TERMS**

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

This Contract is a Fixed Unit Rate contract. The estimated value for this Contract is a not to exceed ceiling of \$ <<Value of contract>> including fee and applicable taxes.

### **1.1 Limitation of Funds**

1. Although the parties hereto have negotiated the ceiling price of not-to-exceed \$*TBD* 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 \$*TBD*. 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 85 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

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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.

**2.0 PAYMENT SCHEDULE**
**2.1 Payment Schedule**

<b>Geotechnical Test</b>	<b>Estimated Number of Samples*</b>	<b>Fixed Unit Rate</b>	<b>Extended Amount</b>
ASTM D422 "Standard Test Method for Particle-Size Analysis of Soils"	200		
ASTM D2434 "Standard Test Methods for Permeability of Granular Soils (Constant Head)"	50		
ASTM D5084 "Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter"	50		
ASTM D4373 "Standard Test Method for Rapid Determination of Carbonate Content of Soils"	200		
ASTM D2216, "Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass"	200		

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D2937, "Standard Test Method for Density of Soil in Place by the Drive Cylinder Method"	200		
ASTM D854, "Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer"	50		
*Estimated quantities represent the base term plus option periods.			
<b>Estimated Total</b>			

These rates/costs should include the data deliverable report cost and be based on a 30 day turnaround time from receipt of the last sample in a sample delivery group. For estimating batch size is considered 5 samples or less.

This is a requirements contract for the services specified and effective for the period stated, in the Schedule. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if CHPRC's requirements do not result in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

**3.0 TAXES**

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

**4.0 PAYMENT TERMS**

Net 30

**4.1 Estimated Cost of Contract**

The estimated value for this Contract is as stated above. The Contractor shall not exceed this amount without specific written authorization from CHPRC. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 85% of the current estimated value.

**5.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS**

There are no special change order/modification pricing instructions applicable to this contract.

**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 Payments Using the Purchasing Card System**

Reimbursement for materials/services provided under this contract will be made using the CHPRC Purchasing Card (P-Card) System. Acceptance of the P-Card for payment will be in lieu of any other forms of payment by the CHPRC on this contract.

Contractor shall supply only the materials or services identified in the contract at the agreed pricing structure. Requests by CHPRC's personnel for non-contract materials or services may not be filled under this contract and should be referred to the Contract Specialist.

Contractor shall report to CHPRC all Purchases made under this contract in a form and frequency stipulated by CHPRC. At a minimum, the report will contain the materials/services purchased, identify the person purchasing the material/service and the price charged.

CHPRC's P-Card system uses a Visa Card issued by JPMorganChase Bank. The Contractor must have a merchant account and/or otherwise be authorized to accept Visa Card for any payment to be made.

The credit card numbers, expiration dates, account numbers, card holder's names and contact information is considered business sensitive by CHPRC, and should not be kept on file. By accepting such information, Contractor agrees to take reasonable steps to secure and safeguard the information, not to disclose it to third parties, and to ensure that only a limited number of people with a need-to-know have access to the data.

In the event data security is compromised, immediate steps must be taken to notify CHPRC and the JPMorganChase Fraud Department (866) 300-4911. To the extent that adequate safeguards are not in place or Contractor fails to take prompt action to mitigate the potential for loss or fraud, Contractor will be responsible for such loss.

### **8.2 Invoicing and Payment**

With each data deliverable (report of the testing results and supporting information) the Contractor shall provide an invoice that details the unit cost for each geotechnical test, the subtotal cost for each test (total number of each individual test completed multiplied by its unit cost) and a total cost for the complete data deliverable. The invoice shall include the sample delivery group number corresponding to the samples tested and invoiced.

Payment will be made using PCARD after CHPRC has reviewed and approved the invoice. The CHPRC point of contact for payment is Ms. Doris Ayres (509-373-5582).

## **9.0 CLOSEOUT AND FINAL PAYMENT**

### **9.1 Closeout Certification**

Contractor shall properly execute and mail to CHPRC a final release, in a format acceptable to CHPRC, within five working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be

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made until a final release is properly executed and received by CHPRC. (form available on this web page or directly from the Contract Specialist)

**10.0 SPECIAL INSTRUCTIONS**

There are no special instructions.

**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 terms and conditions and all specifications and other documents that this Contract incorporates by reference or attachment. CHPRC hereby objects to any terms and conditions contained in any acknowledgment of this Contract that are different from or in addition to those mentioned in this document. Failure of CHPRC to enforce any of the provisions of this Contract shall not be construed as evidence to interpret the requirements of this Contract, nor a waiver of any requirement, nor of the right of CHPRC to enforce each and every provision.

#### **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 Subcontractor Flow-Downs**

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 copy of the subcontract(s) demonstrating that all appropriate flow-down provisions and requirements are specifically delineated in the subcontract and will be met.

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

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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: Tracey A. Burch  
CH2M HILL Plateau Remediation Company  
PO Box 1600, Mail Stop: H8-42  
Richland, WA 99352

CHPRC's Street Address:

Attn: Tracey A. Burch  
CH2M HILL Plateau Remediation Company  
2420 Stevens Center Place, Room 380  
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, 2016 unless extended by the parties or unless terminated by other provisions of this Contract.

Option 1: October 1, 2016, and end on September 30, 2017

Option 2: October 1, 2017, and end on September 30, 2018

#### **1.4 Package Identification**

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

#### **1.5 Authorized Personnel**

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

Contract Specialist, Tracey A. Burch  
Contracts Manager, Pat Marmo  
Deputy Contracts Manager, Anne Thompson

### **1.6 Electronic Mail Capability**

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

### **1.7 Service Contract Act of 1965**

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10. In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this contract, no less than the minimum wage and furnish fringe benefits specified by the SCA or applicable Wage Determination.

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

Blanket Wage Determination (BWD) 05-2569 is applicable to work performed on the Hanford Site and adjacent area by service occupations identified in the BWD. Service occupations that will be used in performance of this contract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A copy of the most recent Hanford Area Service Contract Act Blanket Wage Determination is posted on the acquisition web site at <http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.dol.gov/compliance/laws/comp-sca.htm>

### **1.8 Proprietary Data Submittals**

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be "Proprietary Data", the document transmitting the data or which contains the data, shall be boldly marked indicating that the data Included is considered to be proprietary.

### **1.9 Contractor – CHPRC Interface**

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

### **1.10 Other Interfaces**

Additional CHPRC contacts will be identified as needed.

### **1.11 Designation of Technical Representative**

The designated Buyer’s Technical Representative (BTR) for this contract is: Steve Trent, 509-373-5869.

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.

### **1.12 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.

### **1.13 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

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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.

**1.14 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.

**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 5 dated December 14, 2012**

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

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 – CONTRACT PROVISIONS**

**END OF CONTRACT**