

Contract Agreement Stipend / Honorarium

This **CONTRACT AGREEMENT** is made as of the [REDACTED] day of [REDACTED] in the year of **2004** by and between the following parties, for services in connection with Battelle's Management, Operation and Maintenance of the U.S. Department of Energy's Pacific Northwest Laboratory at Richland, Washington, under Contract DE-AC05-76RL01830.

BATTELLE MEMORIAL INSTITUTE (hereinafter referred to as "Battelle",) whose address is:

Battelle Memorial Institute
Attention: Kim Anderson
P.O. Box 999, Mail Stop J2-05
Richland, WA 99352

Phone: 509.376.5281
Fax: 509.376.2667
Email: kim.anderson@pnl.gov

AND

[REDACTED] (hereinafter referred to as "Proposer",) whose address is:

Attention: [REDACTED]

Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

WHEREAS Battelle has a need to have short-listed Proposers to a qualifications based selection process for RFP 6733 make Oral Presentations supported by a written Work Plan and other deliverable documents for the purposes of finalizing the ranking and selection of the highest qualified firm; with said presentations taking place at the Battelle offices in Richland WA, this Contract Agreement (hereinafter called the "Agreement") is executed for the purpose of specifying the terms and conditions under which the Proposer shall perform such work

NOW THEREFORE In consideration of the mutual covenants and obligations contained herein, the parties hereto contract and agree as follows:

Article 1 Scope of Work

1.1 General

Proposer shall participate in an Oral Presentation with their team leader and key personnel at the Richland WA offices of Battelle, providing such written materials and deliverables as defined herein for the purposes of finalizing the ranking and selection of the highest qualified firm for the 300 Area Facility – Professional Design Team.

1.2 Proposer Responsibilities

A. Acceptance of Battelle Terms and Conditions.

- 1) The proposer shall carefully review Battelle's General Provisions – Fixed Price Contract for Services (Terms and Conditions) included in PART II of RFP 6733.
- 2) Proposer shall state its acceptance of Battelle's Terms and Conditions as written on proposer's own letterhead. Any proposed minor modifications to the Battelle Terms that the proposer deems necessary for acceptance shall be so stated. In this regard, proposer must assume that Terms bearing on the proposer's potential liability (e.g. insurance and indemnity provisions) will not be revised. The selection of the Professional Design Team shall not be construed as acceptance by Battelle of any proposed modification to Battelle Terms and Conditions. Battelle reserves its right to require modifications to the attached Terms and Conditions prior to execution.
- 3) The proposer's failure to submit the required letter of acceptance of Battelle's Terms and Conditions, or the proposer's request for substantial modifications to the Battelle Terms, will be grounds for disqualification of the proposer from the RFP 6733 selection process.

B. Project Work Plan.

- 1) Proposer shall prepare and submit to Battelle prior to the interview of short-listed Proposers, a completed responsive Project Work Plan (without fees or rates) with a proposed schedule for accomplishing the Project in accordance with RFP 6733.
- 2) Proposer shall comply with the requirements, terms and conditions of RFP 6733. Proposer represents it is a responsible bidder capable and willing to perform all responsibilities of the Professional Design Team as set forth in RFP 6733.
- 3) Proposer shall address all categories and grades of professional services contemplated and estimate the number of hours to be expended by each. Additionally, the proposer shall include its labor category "dictionary" used to establish the education and experience requirements for the professional categories and grades used. The estimated hours shall be in a range between minimum and maximum, with a target amount projected each category and grade. Hours shall be totaled and summarized by discipline.

C. Certificate of Insurance.

Proposer shall submit to Battelle a Certificate of Insurance in the kind and amount specified in the Battelle Terms and Conditions.

1.3 Battelle Responsibilities:

- A.** Battelle or its representative shall receive inquiries made by the Proposer and shall render decisions pertaining thereto promptly.
- B.** Battelle shall furnish information requested and required as expeditiously as necessary for the orderly progress of the preparation of Proposers deliverables.

Article 2
Contract Documents

2.1 The Contract Documents are comprised of the following:

- A. All written modifications, amendments and change orders to this Contract issued in accordance with the Contract General Provisions;
- B. This Contract Agreement, including all Exhibits and Attachments, executed by Battelle and Contractor;
- C. Written Supplementary Conditions, if any, to the Contract General Provisions; and
- D. Request for Proposal Number 6733 for a 300 Area Replacement Facility Professional Design Team.

Article 3
Interpretation and Intent

- 3.1** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Article 2 hereof.
- 3.2** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the Contract General Provisions.
- 3.3** The Contract Documents form the entire agreement between Battelle and Proposer and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4
Contract Time

4.1 Date of Commencement.

- A. Time is of the essence of this Agreement. Following announcement of short-listed firms in accordance with the target dates in RFP 6733, Proposer shall prepare and submit all required deliverables on or before the date indicated for on-site interviews.
- B. Proposers will be given a minimum of 5 days notice between the announcement of short-listed firms and the time of the on-site interviews.

4.2 Contract Completion.

The work of this Agreement shall be complete upon receipt of the deliverable documents and completion of the interview.

Article 5
Contract Price and Payment

5.1 Contract Price

- A. If Proposer is short-listed for purposes of interviews, Battelle shall pay Proposer the sum of **\$10,000.00** upon execution of this Agreement, receipt of the deliverable documents and completion of the interview.
- B. If Battelle terminates the Project or the selection process, or this Agreement, for reasons other than the fault of Proposer, prior to the interview or submission of deliverables, Battelle shall pay Proposer a pro-rata portion of \$10,000.00 for work determined complete at the time of termination. Those portions of the completed work shall be turned over to Battelle.
- C. Under no other circumstances will Battelle make a payment hereunder to Proposer.

5.2 Conditions of Non-Payment

Battelle shall not be required to make payments to the Proposer if Proposer:

- A. Fails to perform its responsibilities under this Agreement,
- B. Fails to conform to the rules and regulations of the selection process, including the terms and conditions set forth in RFP 6733 and all attachments and addenda thereto,
- C. Withdraws or refuses or fails to participate in said selection process.

5.3 Invoicing and Payment

The Contract Price shall be payable in monthly progress payments, payable Thirty (30) calendar days after receipt of a proper invoice, or at more frequent intervals as determined and approved by Battelle.

- A. **Invoicing.** Proposer Invoices shall be submitted in triplicate (one original and two copies), complete with all supporting documentation to the following address:

Battelle Memorial Institute
Pacific Northwest National Laboratory
Attn: Accounts Payable, Mail Stop J1-04
PO Box 999
Richland, WA 99352

- B. **Payment.** Battelle shall pay Contractor in accordance with the Contract General Provisions.

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IN EXECUTING THIS AGREEMENT, Battelle and Proposer each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

Battelle Memorial Institute:

[Redacted]:

BY: _____
(Signature)

BY: _____
(Signature)

NAME: **Kim Anderson** _____
(Printed Name)

NAME: _____
(Printed Name)

TITLE: **Sr. Contract Specialist** _____
(Title)

TITLE: _____
(Title)

DATE: _____

DATE: _____

DRAFT