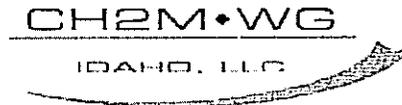


***Blanket Master Agreement for Services in Support of  
Battelle Energy Alliance, LLC & CH2M-WG Idaho, LLC  
Contracts at DOE's Idaho National Laboratory***



***Effective: 10/01/2006***

This Blanket Master Agreement (BMA) is between Battelle Energy Alliance, LLC ("BEA") operating under Department of Energy (DOE) Management and Operating Contract No. DE-AC07-051D14517 (the "BEA Prime Contract") and CH2M-WG Idaho, LLC ("CWI"), performing under DOE Contract No. DE-AC07-051D14516 (the "CWI Prime Contract"). BEA and CWI are sometimes referred to herein collectively as the Parties and singularly as a Party. Each Party may also be referred to herein as "Buyer" or "Seller," with "Buyer" meaning the Party that is requesting services from the other Party, and "Seller" meaning the Party that will perform specified services for Buyer.

WHEREAS, the parties desire one another to perform specific services in support, and within the scope, of their respective Prime Contracts; and

NOW, THEREFORE, the Parties agree that the performance of the Services shall be subject to the following terms and conditions:

Parties will perform work for one another only upon receipt of and in compliance with a BMA Release. Interface Agreements (IAGs) will not be recognized as scoping and commitment documents. Requestors of services are responsible for ensuring that their company's required reviews and approvals have been completed before issuing a work Release, which is issued by an authorized Procurement Agent of either company.

### 1. Scope of Work

This BMA establishes an agreement between BEA and CWI, with no initial work assignments and no monetary commitments, under which Releases may be issued by the Parties. The general nature of services to be performed under this BMA in support of CWI and BEA operations is identified in Attachment A, "Schedule of Purchased Services". Buyer shall authorize Seller to perform the service described via specific Statements of Work which will be incorporated into the formal Release executed with the Seller. Attachment B "Baseline Service Definitions" defines those General Infrastructure and Safeguards and Security services BEA shall provide to CWI at no cost.

### 2. Releases

Services under this BMA shall be authorized under a Release issued from the "Buyer" for services to be performed by the "Seller." The Parties shall issue and administer Releases through their respective procurement organizations. Parties will initiate the process by providing a BMA Release document defining the minimum information required for Work definition, cost, estimating and acceptance.

The Release will address the following:

- Detailed work scope description
- Ceiling Price
- Pricing Method
- Period of Performance
- Schedule
- Cognizant Technical Point of Contact
- Work requirements as applicable

Parties shall not perform any work under this BMA unless a Release has been executed by both parties.

### 3. Effect of this BMA/Order of Precedence

To the extent any provision of this BMA or a Release conflicts with either the BEA Prime Contract or the CWI Prime Contract, or any modifications to these Prime Contracts, the terms of such Prime Contracts shall take precedence and control. In the event of a conflict between a Release and this BMA, the terms of this BMA shall take precedence and control.

#### 4. Effective Date and Term

This BMA is effective 10/01/2006 and shall continue in effect until for the full Fiscal Year of 2013, or such time as other arrangements are negotiated and agreed to by the parties and may be modified by mutual agreement of the Parties. The Parties agree to review this BMA for possible changes at least annually. Any mutually agreed upon changes will be incorporated in this BMA and approved at the same management level as this original BMA. Individual Releases will contain a Release specific period of performance. Any Release issued during the effective period of this BMA, and not completed by the BMA completion date, shall be completed by the Seller within the time specified within the Release, and the rights and obligations of the Parties with respect to the Release shall be governed by the terms of the BMA as fully and to the same extent as if completed within the effective period of the BMA.

#### 5. Terminations of Releases

Performance of Release work under this BMA may be terminated prior to the period of performance end date specified in the Release by Buyer upon giving advance written notice to Seller in accordance with the following parameters and notification requirements. Many of the services provided by the parties to each other are of an on-going nature even though Releases are issued on a fiscal year basis. Each Party shall advise the other of its intent to either cease buying or cease selling such services in accordance with the following schedule as well. If Seller intends to reduce level of service or make a significant change in a service it provides it will provide advance notice to the buyer in accordance with the following schedule unless otherwise specified in the Release. In addition, to try and help reduce cost, schedule and personnel impacts resulting from certain terminations, the provisions of Article 23 "Resolution of Disagreements" apply to terminations of Releases greater than \$1M.

<u>Ranges:</u>	<u>Notification Requirements</u>
a. Releases with a total aggregate ceiling $\leq$ \$100K	30 Calendar Days
b. Releases with a total aggregate ceiling $>$ \$100K, $\leq$ \$500K	45 Calendar Days
c. Releases with a total aggregate ceiling $>$ \$500K, $\leq$ \$1M	60 Calendar Days
d. Releases with a total aggregate ceiling $>$ \$1M	90 Calendar - Days, Article 23 applies

In the event of Release termination, Buyer shall be responsible for the Seller's costs, including the closeout costs through the effective date of termination. Buyer shall not be responsible for any Seller related employee reassignment or severance costs when work is terminated in accordance with the above schedule. Seller shall provide Buyer a termination proposal for all costs requested as a result of termination. Failure of Buyer and Seller to agree on a termination settlement shall be subject to Article 22 "Resolution of Disagreements."

Termination of Services from Sellers perspective;

Both Parties are subject to the funding levels of their Prime Contracts. Certain circumstances related to the funding levels of the Prime Contract could adversely impact resource levels of the Parties to the point that services provided could be scaled back or eliminated entirely. In order for the Parties to mitigate service interruptions as much as possible the following steps are provided;

- The Seller will communicate to the Buyer intentions of what services are planned to be impacted as early as possible but no less than 30 days prior to any change taking place.
- Costs associated with the termination and close out of the service, shall be the responsibility of the party initiating the termination.

#### 6. Standard of Service

The Parties agree that all services or goods, if any, (collectively "services") provided under this BMA and subsequent Releases are provided on a best effort, full cost recovery basis and that Seller makes no

warranties, representations or guaranties of any kind, either express or implied, in connection with the services including, without limitation, that the services in question will achieve a particular result. Therefore, Seller shall not be liable to Buyer for the consequences (including, without limitation, unearned fee, civil penalties, fee reductions by DOE, or increased costs) arising from the performance or non-performance of services under this BMA; provided, however, responsibility for costs associated with damage to Government property arising out of or in connection with the services will be resolved under the "Resolution of Disagreements" Article of this BMA.

The Parties agree that any disagreement concerning whether costs associated with third party claims, settlements, or judgments arising out of or in connection with the services are included within the phrase "full cost recovery" will be resolved under the "Resolution of Disagreements" Article of this BMA.

#### **7. Pricing of Services**

The Parties agree that all materials and services estimates contained on releases are based on full cost recovery; best estimates of rates established under DOE approved accounting practices, and pricing policies. All costs shall be allowable and in compliance with FAR Part 31.

Pricing methods may vary dependent upon the type of service that will be provided. These methods may be hourly rate, cost per square foot, unit rate per use or request, headcount, or other methods that are mutually agreeable to the parties. The pricing methodology will be disclosed in each Release.

#### **8. Cost Reporting and Notification**

In order to provide the data to effectively manage and control costs, the parties will jointly manage the reporting and sharing of actual cost data to include monthly budget, actuals, and variance by charge number. As requested by Buyer, Seller will provide documentation for the basis of any significant variance between the estimated cost and actual cost invoiced. Buyer may terminate a Release in accordance with Article 5 "Terminations" if actual costs, including any indirect adjustments, significantly exceed estimated costs set forth in a Release. Seller is not authorized to exceed the ceiling cost in a release without prior written approval from Buyer's Subcontract Administrator. Changes in indirect rates that differ from those used in the cost estimate are chargeable against the authorized work, subject to the current authorized amount. When indirect rate changes are planned, the party initiating the rate change will notify the affected party upon approval of the letter by the cognizant party's DOE Contracting Officer.

The Parties agree to make every effort to report and transfer costs in a timely manner. This includes accruing third-party cost when third-party cost represents a significant part of the work effort and billings are lagging.

In the event of late or unexpected cost, and if the BMA Release was open during the fiscal year that the cost was recorded, the Requesting party must accept this cost if performed in accordance with a Release subject to not exceeding the authorized amount.

If there are late or unexpected costs, excluding rate revisions, and a Release was not open during the fiscal year in which the cost was recorded, the Selling party is prohibited from invoicing these costs to the Buyer unless the Seller has notified the Buyer of the possibility of late charges, e.g., if there is a dispute with a subcontractor over costs, has provided an estimated range of the potential cost and has periodically updated the Buyer on the progress of settling the dispute.

#### **9. Funding of Releases**

In order to avoid unnecessary administrative costs, the Parties intend to fully fund (i.e., to the ceiling amount) Releases issued under this BMA when funding is available for such purpose under the respective Prime Contracts.

In the event the Buyer is incrementally funded for service to be performed under a Release against this BMA, such a Release will be subject to the following Limitation of Funding provision:

Maximum funding of \$ \_\_\_\_\_ is available for this Release from the date of award until otherwise revised, in writing, by the Buyer. Seller shall not exceed this maximum funding limitation, unless prior approval, in writing, is provided by the Buyer. Buyer's obligation for performance of this Release beyond \$ \_\_\_\_\_ (same as above) is contingent upon the availability of appropriated funds.

#### **10. Invoicing and Payment**

Seller will be paid Net 30 days upon receipt of monthly invoices for services authorized and rendered. Each invoice shall show total cost, direct hours incurred for services provided, and costs by expenditure type. Should a dispute related to an invoice arise, the parties shall pay the invoice in full within the 30 day accounting cycle and follow the "Resolution of Invoice Disputes" process as detailed below.

The Technical Point of Contact for the Release with the disputed invoice shall contact the Technical Point of Contact for the invoicing party. The two Technical Points of Contact will then meet with the respective accounts receivable personnel and financial management personnel to work through the sources for the invoice dispute. The parties will attempt to determine the cause of the dispute. If necessary the invoicing party will submit a credit invoice during the next billing cycle, otherwise the dispute will be deemed resolved and no further action would be necessary. If the parties cannot reach resolution to the invoice dispute, the parties will engage the support of the subcontract technical representatives to help facilitate a resolution.

#### **11. Agreement to Provide Cost Information**

When an action to request cost information arises, the parties agree to perform due diligence to gather as much information as possible in order to minimize the impact upon the requested party. Once the proper due diligence has been performed, the parties agree to respond to reasonable and customary inquiries regarding specific costs and work scope data with no additional cost to Buyer. Additional back-up documentation such as time sheets, subcontractor invoices, material costs, etc., will be provided upon request and the responsibility for the cost of providing such documentation will be negotiated by the parties. Failure to agree on reasonableness or cost responsibility shall be subject to Article 23 "Resolution of Disagreements."

#### **12. Cost and Rate Adjustments**

Seller shall submit any cost adjustments as necessary (accrual adjustments, corrections, etc.) within 120 days. Seller's actual costs invoiced shall include the DOE approved fiscal year indirect rates. Any necessary indirect rate adjustments (credit or debit) will be invoiced to Buyer. All indirect and direct cost adjustments shall be conducted consistent with Seller's Cost Accounting Standard Disclosure Statement. Seller shall notify Buyer of any planned changes in its Cost Accounting Standard Disclosure Statement which will affect either Seller's cost allocation methodology or costs charged to Buyer. Any significant potential cost adjustment due to indirect rate changes is to be quantified by the Seller and provided to the Buyer as soon as impact is identified.

#### **13. Close out of Releases**

When work is complete on Releases and Period of Performance dates have expired, the Parties shall have six months to capture all costs and submit invoices for those costs. The Parties also agree to allow the close out and deobligation of committed funding for Releases following the quick close out process as outlined in FAR 42.708 Quick Closeout Procedure. Notwithstanding the foregoing the Buyer will not deobligate funding for a Release where the Seller has notified the Buyer of a dispute with a subcontractor, has provided and estimated a range for the disputed expense and periodically informs Buyer of the progress in settling the dispute.

#### **14. Work Process / Procedures**

Seller shall be an independent contractor in the performance of services and shall maintain complete control of and responsibility for its employees and subcontractors (if use of subcontractors is approved). Seller shall provide the means and methods for performance of services and shall be responsible for the safety and health of its employees and subcontractors to include the reporting of incidents and injuries. Buyer will not give work direction directly to Seller's employees or subcontractors unless otherwise agreed to in an individual Statement of Work or unless the circumstances of the work, including the safety and health requirements, warrant such direction.

Seller shall perform services in accordance with the Seller's work processes and procedures unless otherwise agreed to by the Senior Management for Environment, Safety, and Health and the respective Area Project Manager/Associate Laboratory Director for both contractors and as defined in individual Statements of Work. BMA Release shall be the responsibility of the facility or functional/work area in which or for which the services are performed. BMA Release shall ensure that the proposed work activities conform to the facility or area requirements.

Buyer will periodically review Seller's implementing procedures to ensure compliance with the Buyers Prime Contract. Review periods will be defined in the Release.

#### **15. Services Impacting Safety or Safety Basis**

Where services rendered are identified as part of the Buyer's Safety Basis or involves safety related systems, the Party responsible for the facility or functional/work area has the primary responsibility and authority to ensure that the service meets such Party's required standards. Seller is responsible to provide the service within those constraints. However, both Parties acknowledge that they each share responsibility for safe operations and that primary responsibility does not mean exclusive responsibility. Specific requirements will be provided by the Buyer and will be delineated in individual Statements of Work.

Seller will include the Buyer in the review of any procedure changes that may impact the Buyer's Safety Basis to facilitate the Unreviewed Safety Question process. Buyer will periodically review the processes and procedures for services identified as part of the Buyer's Safety Basis to ensure safe operations.

#### **16. Laws and Regulations**

The Parties shall comply with all federal, state and local laws, regulations and ordinances applicable to the Services.

#### **17. Training**

Except as otherwise specifically provided in a Release, Seller shall be responsible for providing all information and training for its employees, including, without limitation, training regarding any hazards to which Seller's employees may be exposed in the performance of the Services.

Buyer shall provide Seller personnel with necessary information and training for any hazards unique to Buyer facilities to which Seller Personnel may be exposed while working.

#### **18. Quality Assurance**

All quality affecting activities stipulated in this agreement, and the individual service agreements to which it applies, shall be performed in accordance with the Seller's Quality Assurance Program (QAP), unless otherwise specified in the individual service agreements. The Buyer shall qualify the Seller's QAP in accordance with the provisions of the Buyer's QAP.

### **19. Assignment/Use of Foreign Nationals**

Seller shall not assign or subcontract any of the Services without the prior written consent of the Buyer.

Seller shall not use foreign national employees or non-U.S. citizen employees to perform any of the Services in this BMA without the prior written consent of the Buyer.

### **20. Confidentiality**

Confidentiality obligations and use restrictions in connection with information disclosed between the Parties shall be in accordance with the existing "Mutual Nondisclosure Agreement between BEA and CWI," which was signed by the Parties in June, 2005, with an effective date of May 1, 2005.

### **21. Third Party Beneficiaries**

DOE is an intended third party beneficiary of this BMA. Except for DOE, the Parties intend that there shall be no other third party beneficiaries under this BMA and nothing herein shall be construed as creating any rights in or obligations to such third parties.

### **22. Modifications to this Agreement**

This BMA may be changed only by mutual written agreement of the Parties through an instrument signed by the authorized representative of each Party.

### **23. Resolution of Disagreements**

The Parties agree to resolve any disagreement arising out of this BMA or Releases as follows:

- a. The Parties shall first attempt to resolve informally the disagreement at the lowest contractual levels (i.e., at the CWI Technical Point of Contact and the BEA Technical Point of Contact for the respective disputed Release), if possible.
- b. If the Parties are not able to resolve the disagreement within ten working days, the disagreement shall be escalated to the next highest contractual levels (i.e., at the CWI Subcontract Technical Representative/Subcontract Administrator and BEA Technical Representative/Subcontract Administrator level), unless both parties agree to continue to try to resolve the disagreement,
- c. If the representatives of the Parties at this level are not able to resolve the disagreement within five working days, the Subcontract Administrators will escalate the disagreement to the identified CWI and BEA senior manager responsible for resolving disputes, unless both Subcontract Administrators agree to continue to try to resolve the disagreement.
- d. If the Parties' identified senior managers are unable to resolve the disagreement within five working days of notice of escalation, they shall escalate the dispute to the Parties' respective presidents (or comparable level), unless both senior managers agree to continue to try to resolve the disagreement.
- e. If the Parties Presidents are unable to resolve the dispute within five working days, the Parties shall submit their respective statements of disagreement to their respective DOE-ID Contracting Officers for determination within five working days or longer as may be required by the Contracting Officers. The Parties agree that the Contracting Officers' determination shall be final.

If the parties agree to delay escalation at any level beyond the timeframes provided herein, then either party may escalate the disagreement to the next step at any time by giving the other party five (5) days prior written notice.

**24. Reporting and Information Exchange**

In the interest of ensuring smooth and efficient support for work under this BMA, the following reporting requirements are implemented;

- A formal list of all Technical Points of Contact (TPOCS) for each Release will be maintained by each party. At the beginning of each fiscal year a Baseline TPOC list will be shared with the other party. If one of the Parties has a change to personnel which would affect the TPOC listing, the list will be updated and shared with the other Party.
- Alerts will be sent out when an invoice is not paid; within the Net 30 payment cycle.
- A report will be generated and sent to each party on a monthly basis showing the percent spent against ceiling for each Release.

**25. Points of Contact**

CWI's points of contact for this BMA are: David Macdonald, Subcontract Administrator, for all administration related issues; Subcontract Technical Representative, Timothy Melberg, for all technical issues.

BEA's point of contact for this BMA is: Joanne Hanners, Subcontract Administrator, for all administration related issues; Subcontract Technical Representative, Mike Stimak for all technical issues.

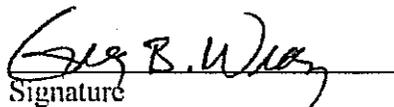
**26. Survival**

The provisions of paragraph 6 "Standard of Service" and 19 "Confidentiality" shall survive any expiration or termination of this BMA.

**Signatures**

**Battelle Energy Alliance, LLC:**

**CH2M-WG IDAHO, LLC:**

  
Signature

10/2/12  
Date

  
Signature

10/3/2012  
Date

Greg B. Wray  
Typed Name

Timothy A. Melberg  
Typed Name

Director, Supply Chain Management  
Title

Director, Subcontracts and Procurement  
Title