

***Blanket Master Agreement for Services to Support
Battelle Energy Alliance, LLC & Fluor Idaho, LLC
Contracts at DOE's Idaho National Laboratory***



Effective: 06/01/2016

This Blanket Master Agreement (BMA) is between Battelle Energy Alliance, LLC ("BEA") operating under Department of Energy (DOE) Management and Operating Contract No. DE-AC07-05ID14517 (the "INL Prime Contract") and Fluor Idaho, LLC (Fluor Idaho) performing under DOE Contract No. DE-EM0004083 (the "ICP Core Prime Contract"). BEA and Fluor Idaho 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." "Buyer" refers to the Party requesting services, and "Seller," meaning the Party performing specified services.

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

WHEREAS, the DOE has also identified certain mandatory services to be provided by BEA at a cost or at no cost; and

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

The Parties shall perform work for one another only upon receipt of and in compliance with, a Blanket Master Release (BMR) or amended BMR that includes a current listing of all Tasks/Services, including scope, performance period, and cost ceilings herein referred to as a Table (except services defined in 2.1, which do not require a BMR). Two BMRs are anticipated under this BMA, one for purchases from BEA and another for purchases from Fluor Idaho. Interface Agreements (IAGs) or other written agreements will neither be recognized as scoping or commitment documents nor as active unless they are incorporated in Exhibit A: Other Agreements. Before requesting a BMR Task/Service, the Buyer must ensure their company's required reviews and approvals have been completed and that the BMR is issued by one of their company's authorized Subcontract Administrators/Contract Specialists.

1. Scope of Work

This BMA establishes a mutual agreement between the Parties, with the BMRs defining all scope and funding. The Buyer shall authorize the Seller to perform the Task/Service described via specific Statements of Work (SOWs) that shall be included in the Table under one of the two BMRs.

2. Services Provided

- 2.1 BEA shall provide the following services at no cost to the established baseline set forth in Exhibit B: Baseline Service Definitions which shall be performed without specific SOW, direction nor initiation of a BMR:
- Roads, Grounds, and Traffic Operations and Safety
 - Seismic Monitoring
 - Site wide Safeguards and Security
 - Groundwater and Meteorological Monitoring
 - Occupational Safety and Health Databases
- 2.2 Other services under this BMA shall be authorized under the BMRs administered by the Parties. The Buyer shall issue the appropriate BMR and Table for services to be performed by the Seller. The Parties shall issue and administer the Tables through their respective procurement or contracting organizations. Parties shall initiate the process by issuing a new BMR or BMR amendment that includes the appropriate Table defining the minimum information required for work definition, cost, estimating and delivery.

The Table included in each BMR will address the following:

- Detailed work scope description and SOW, if necessary
- Ceiling price
- Pricing method
- Period of performance
- Schedule
- Cognizant technical representatives
- Work requirements, as applicable

All work executed under this BMA must first be authorized by the latest revision to the applicable BMR.

3. Effect of this BMA/Order of Precedence

To the extent any provision of this BMA, BMR, Table or SOW, or otherwise conflicts with either the INL Prime Contract or the ICP Core 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 document and this BMA, the terms of this BMA shall take precedence and control.

4. Effective Date and Term

This BMA shall be effective from June 01, 2016 and through September 30, 2019 or such time as other arrangements are agreed to by the Parties and may be modified by the Parties' mutual agreement. Any mutually agreed upon changes will be incorporated in this BMA and approved at the same management level as this original BMA. Each Task/Service incorporated by the BMRs shall have a specified period of performance as represented in each BMRs respective Table. Any BMR authorized work scope begun, but not completed, during the BMA's effective period shall be completed within the time specified in each BMR and Table. The rights and obligations of the Parties 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. Termination of Scope

The Buyer may terminate the performance of authorized scope under this BMA before the end of the authorizing BMR's period of performance by giving advance written notice to the Seller in accordance with the requirements noted below. If the Seller intends to reduce the level of service or otherwise significantly alter a service, it shall notify the Buyer in advance in accordance with the following requirements unless otherwise specified in the BMR Table. In addition, to address potential impacts to cost, schedule and personnel resulting from such actions, the provisions of Article 23 "Resolution of Disagreements" apply to terminations of BMR Table Tasks/Services exceeding \$1M.

<u>Ranges</u>	<u>Notification Requirements</u>
a. BMR Tasks/Services with a total ceiling value \leq \$100K	30 Days
b. BMR Tasks/Services with a total ceiling value $>$ \$100K, \leq \$500K	45 Days
c. BMR Tasks/Services with a total ceiling value $>$ \$500K, \leq \$1M	60 Days
d. BMR Tasks/Services with a total ceiling value $>$ \$1M	90 Days

In the event that a Task/Service is terminated, the Buyer shall be responsible for the Seller's costs, including the closeout costs through the effective date of termination. The 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 the Buyer a termination proposal for all costs requested as a result of termination. Failure of the Buyer and the Seller to agree on a termination settlement shall be subject to Article 23, "Resolution of Disagreements."

Termination of Services from Seller's perspective:

Both Parties are subject to the funding levels of their respective Prime Contracts. Certain circumstances related to the funding levels of the Prime Contract could potentially adversely impact the Parties' resource levels to the point that services provided could be scaled back or eliminated entirely. For the Parties to mitigate service interruptions as much as possible, the following steps are provided:

- The Seller shall tell the Buyer what services are planned to be impacted as early as possible, but no less than 30 days before any changes are made.
- The Party terminating the service shall be responsible for the associated costs and closing out the service.

6. Standard of Service

The Parties agree that all services or goods provided under this BMA and subsequent scope in the BMRs, attached Tables, and incorporated scope documents are provided on a best effort, full cost recovery basis. Further, the Seller makes no warranties, representations, or guaranties of any kind, either express or implied, in connection with the services including, without limitation, that such services will achieve a particular result. Therefore, the Seller shall not be liable to the 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. However, responsibility for costs for damage to Government property potentially stemming from services provided 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 the BMR Task/Service are based on full cost recovery; best estimates of rates established under DOE-approved accounting practices and pricing policies. All costs shall be in compliance with FAR Part 31 – "Contract Cost Principles and Procedures."

Pricing methods may vary depending on the type of service provided. These methods may be hourly rate, cost per square foot, unit rate per use or request, headcount, or other method mutually agreeable to the Parties. The pricing methodology shall be documented within the Attachments and incorporated SOWs.

8. Cost Reporting and Notification

To provide the data to effectively manage and control costs, the Parties shall jointly manage reporting and sharing actual cost data to include monthly budget, actuals, and variance by charge number. As requested by the Buyer, the Seller shall provide documentation for the basis of any significant variance between the estimated and actual cost invoiced. The Buyer may terminate scope in accordance with Article 5 "Terminations of Scope" if actual costs, including any indirect adjustments, significantly exceed estimated costs as written for a BMR Table Task/Service. The Seller is not authorized to exceed the ceiling cost in a BMR Task/Service without prior written approval from the Buyer's Subcontract Administrator/Contract

Specialist. 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 shall notify the affected Party upon approval of the letter by the cognizant Party's DOE-ID Contracting Officer.

The Parties agree to make every effort to report and transfer costs in a timely manner. This action includes accruing third-party costs when such costs represent a significant part of the work effort and this cost is lagging.

In the event of late or unexpected costs, and if the BMR and incorporated Table Task/Service was active during the fiscal year the cost was recorded, the Buyer must accept this cost if the service was performed in accordance with the BMR, provided the cost did not exceed the authorized amount.

If there are late or unexpected costs, excluding rate revisions, and a BMR Table Task/Service was not open during the fiscal year the cost was recorded, the Seller cannot invoice the Buyer for these costs unless the Seller has notified the Buyer of the possibility of late charges, provided an estimated range of the potential cost, and has periodically updated the Buyer on the progress of finalizing the costs.

9. Funding of BMR Tasks/Services

To avoid unnecessary administrative costs, the Parties intend to fully fund (i.e., to the ceiling amount) the BMRs 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 BMR Task/Service, such BMR and/or Task/Service will be subject to the following Limitation of Funding provision:

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

The Limitation of Funding clause will be enacted by amendment as applicable to the BMR and/or Task/Service as written into the applicable Table.

10. Invoicing and Payment

The Seller shall 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 Buyer's Technical Point of Contact (TPOC) for the BMR Task/Service with the disputed invoice shall contact the Seller's TPOC. The two TPOCs shall then correspond with the Subcontract Administrator/Contract Specialist along with respective accounts receivable personnel and financial management personnel to work through the sources for the invoice dispute. The Parties shall attempt to determine the cause of the dispute. If necessary, the Buyer shall submit a credit invoice during the next billing cycle, otherwise the dispute shall be deemed resolved with no further action required. Should the Parties not resolve the invoice dispute, they shall follow the "Resolution of Disagreements" Article of this BMA.

11. Agreement to Provide Cost Information

Should cost information be requested, the Parties agree to gather as much information as possible to minimize the impact upon the requested Party. Once the proper due diligence has been completed, the Parties agree to respond to reasonable and customary inquiries regarding specific costs and work scope data with no additional cost to the Buyer. Additional back-up documentation, such as time sheets, subcontractor invoices, and material costs shall be provided upon request and the Parties shall agree as to who assumes the cost of providing such documentation. Failure to agree on reasonableness or cost responsibility shall be subject to Article 23, "Resolution of Disagreements."

12. Cost and Rate Adjustments

The Seller shall submit any cost adjustments as necessary (accrual adjustments, corrections) within 120 days. The Seller's actual costs invoiced shall include the DOE-approved fiscal year indirect rates. Any necessary indirect rate adjustments (credit or debit) shall be invoiced to the Buyer. All indirect and direct cost adjustments shall be made consistent with the Seller's Cost Accounting Standard Disclosure Statement. The Seller shall notify the Buyer of any planned changes in its Cost Accounting Standard Disclosure Statement that will affect either the Seller's cost allocation methodology or costs charged to the Buyer. The Seller must quantify any significant potential cost adjustments due to indirect rate changes and provide the Buyer with this information as soon as an impact is identified.

13. Close out of BMR Tasks/Services

When BMR Task/Service work has been completed and the Period of Performance has 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 de-obligation of committed funding for BMR Tasks/Services following the quick close out process as outlined in FAR 42.708, "Quick Closeout Procedure." Notwithstanding the foregoing, the Buyer shall not de-obligate funding for a BMR Task/Service where the Seller has notified the Buyer of a dispute with a subcontractor, has provided an estimated range for the disputed expense, and periodically informs the Buyer of the progress in settling the dispute.

14. Work Process/Procedures

The Seller shall be an independent contractor in performing services and shall maintain complete control of and responsibility for the actions and health and safety of its employees and subcontractors (if the use of subcontractors has been approved), which includes reporting incidents and injuries. The Buyer shall not give work direction directly to Seller's employees or subcontractors, unless otherwise agreed to in the BMR and specific Task/Service SOW or the circumstances of the work, including the safety and health requirements, warrant such direction.

The 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, Health, and Quality and the respective Area Project Manager/Associate Laboratory Director for both Parties and as defined in individual SOWs. Work authorization shall be the responsibility of the facility or functional/work area in which, or for which, the services are performed. Work authorization shall ensure that proposed work activities conform to the facility or area requirements.

The Buyer will periodically review Seller's implementing procedures to ensure compliance with the Buyer's Prime Contract. The BMR Task/Service shall define the review periods.

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. The Seller shall 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. The Buyer shall define specific requirements that shall also be delineated in individual SOWs.

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 Tasks/Services.

17. Training

Except as otherwise specified in a BMR Task/Service, the Seller shall be responsible for providing all information and training for its employees, including, without limitation, training regarding any hazards to which the Seller's employees may be exposed while performing the Services.

The Buyer shall provide the Seller's 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 shall be performed in accordance with the Seller's Quality Assurance Program (QAP), unless otherwise specified in the BMR Task/Service SOW. The Buyer shall qualify the Seller's QAP in accordance with the provisions of the Buyer's QAP.

19. Assignment/Use of Foreign Nationals

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

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

20. Third Party Beneficiaries

DOE is the sole intended third- party beneficiary of this BMA. 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.

21. Modifications to this Agreement

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

22. Resolution of Disagreements

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

- a. The Parties shall first attempt to resolve informally the disagreement at the lowest contractual levels (i.e., at the Fluor Idaho TPOC and the BEA TPOC for the respective disputed BMR Task/Service), 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 Fluor Idaho Subcontract Technical Representative/Subcontract Administrator and BEA Technical Representative/Subcontract Administrator/Contract Specialist 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 Administrator/Contract Specialist will escalate the disagreement to Fluor Idaho and BEA management responsible for resolving disputes unless both Subcontract Administrators/Contract Specialists agree to continue to try to resolve the disagreement.
- d. If the Parties 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 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 days prior written notice.

23. Points of Contact

Fluor Idaho's point of contact for this BMA is: Natalie Packer, Subcontract Administrator, for all administration related issues.

BEA's point of contact for this BMA is: Sam Dixon, Contract Specialist, for all administration related issues.

24. Survival

The provisions of Article 6 "Standard of Service" shall survive any expiration or termination of this BMA.

Signatures

Battelle Energy Alliance, LLC:

Micah Wiest 5/26/16
Signature Date

Typed Name

Director Acquisition Contracts
Title

Fluor Idaho, LLC:

Margaret D. Davis 5/26/16
Signature Date

Typed Name:

Business Director
Title

Exhibit A: Other Agreements
Blanket Master Agreement (BMA) No: 804500
Revision: 0, 5/26/2016
Effective: June 1, 2016

Battelle Energy Alliance, LLC (BEA), the Management and Operations Contractor for the Idaho National Laboratory (INL) and Fluor Idaho, LLC, the Idaho Cleanup Project (ICP) Core Contractor, recognize the below agreements and hereby incorporate them into the BMA. Agreements not listed below are considered inactive and/or void.

- a) IAG-114 Service Agreement between INL and AMWTP for Counterintelligence Support
- b) IAG-302 Service Agreement for Space and Area Planning (Other Site Service)
- c) IAG-384 Interface Agreement between CWI and BEA for Activities occurring within the Test Area North Fence
- d) IAG-407 Service Agreement for on request Drug and Alcohol Testing Services
- e) IAG-460 Memorandum of Understanding for Technical Cooperation between Battelle Energy Alliance (BEA) and CH2M-WG Idaho (CWI) Concerning Maintenance on Delta Barriers at INTEC
- f) IAG-510 Interface Agreement between CWI and BEA for activities occurring at the MFC
- g) IAG-514 INL Interface Agreement between BEA and CWI for BEA Managed Facilities at INTEC
- h) IAG-516 Interface Agreement between BEA and CWI for the Retrieval and Transport of Remote-Handled Waste
- i) IAG-538 Interface Agreement between CWI and BEA Specific Manufacturing Capabilities (SMC) Project for CWI Leased TSA IF-604A Space occupied and used by BEA/SMC Personnel
- j) IAG-542 Memorandum of Agreement for the Transport of Material between MFC and AMWTP
- k) IAG-576 Interface Agreement and Waste Disposition Plan between BEA and CWI Waste Management for the Disposal of CERCLA-Generated Waste from the Material Security and Consolidation Project
- l) IAG-589 Interface Agreement between CWI and BEA for Activities occurring within the Water Research Reactor Test Facility (WRRTF) Fence
- m) IAG-613 Interface Agreement for BEA Tenant Occupancy of CPP-684 (RAL)
- n) IAG-614 Interface Agreement defining roles and responsibilities for CPP-1678 Communications Facility
- o) IAG-640 Interface Agreement between CWI between BEA for the Transfer of Electronic Document Management System (EDMS) Applications
- p) IAG-651 BEA Support for IFSF Assay Project
- q) IAG-90 Interface Agreement between CWI, BBI, BEA, and BBWI Subject: RCRA Annual and Biennial Reporting

Exhibit B: Baseline Service Definitions
Blanket Master Agreement No: 804500
Revision: 0, 5/26/2016
Effective: June 1, 2016

Battelle Energy Alliance, LLC (BEA), the Management and Operations Contractor for the Idaho National Laboratory (INL), provides the services defined below, to Fluor Idaho, LLC, the Idaho Cleanup Project (ICP) Core Contractor, at no cost over the entire base contract period of performance.

1.0 Roads, Grounds and Traffic Operations and Safety:

The service scope BEA shall provide Fluor Idaho is defined on an annual basis in the BEA approved Detailed Work Package (DWP) for Infrastructure. Scope for specific actions such as snow removal, will be made available to Fluor Idaho, and will be performed by BEA in accordance with the current approved plan.

Includes: BEA shall maintain site roads, and other site grounds outside of the EM facility areas and outlying EM facilities and structures, including snow removal and sanding, weed control, lighting, sign maintenance up to the main gate of the EM-owned site areas and facilities including the parking lot outside of the main gate entrance at the Idaho Nuclear Technology and Engineering Center (INTEC), Radioactive Waste Management Complex (RWMC), and Test Area North (TAN) facility areas.

- Seasonal inspection and maintenance of paved INL roads, improved gravel roads, and T roads. Maintenance is based on usage and emergency evacuation, wild land suppression, security patrol, and power distribution.
- Noxious weed control, moving/weed abatement, and borrow source management outside the ICP boundary
- Patching and repair
- Striping
- Bridge repair and flood control
- Signage, boundary signs, and traffic controls and lighting
- Site traffic routes, policies and enforcement solutions.
- Maintain and inspect the existing railroad system up to the EM facility fence or area boundary.

Excludes: Fluor Idaho is responsible for maintenance of roads and railroads within their facility areas, as well as any upgrades required outside of their facility area that are solely to support the EM mission, sanitary waste systems, INL CERCLA Disposal Facility (ICDF), service waste ponds and supporting facilities, piping and structures outside the security fence.

2.0 Seismic Monitoring

- Includes:**
- Earthquake monitoring and periodic maintenance of Strong Motion Accelerograph (SMA) instruments, and Seismic Stations located throughout the Site and Southeast Idaho.
 - Reporting and documentation of earthquake activity on and around the INL
 - Periodic update of the probabilistic seismic hazard analysis activities

Excludes: NA

3.0 Site-wide Safeguards and Security

Includes: BEA shall provide resources, materials, and programs to provide appropriate levels of protection against unauthorized access, theft, diversion, loss of custody of accountable nuclear material, espionage, loss or theft of classified matter, loss or theft for Government property, and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, or the environment, in accordance with the terms of the Fluor Idaho contract and the INL Site Security Plan.

Excludes: SOW 657 "Above Baseline Safeguards and Security" (AMWTP facility) for FY-16

Note: In accordance with Fluor Contract Section C.8.2.02 – Safeguards and Security, Fluor Idaho shall coordinate with the BEA to adopt and update the INL Site Security Plan within 90 days after the contract effective date of June 1, 2016. Any changes to INL Contractor requirements and Departmental directives will be evaluated and any costs impacts associated with requirement changes or changes in level of services requested will be borne by the program office (e.g., EM, NE) whose activities are affected by the changes.

4.0 Groundwater and Meteorological Monitoring

Includes: Coordination of groundwater monitoring activities conducted under the INL Site Wide Ground Water Monitoring Plan. Maintenance of the site seismic monitoring network resides with the U.S. Geological survey (USGS) and National Oceanic and Atmospheric Administration (NOAA) who operates and maintains a network of 33 meteorological stations on and around the INL.

Excludes: NA

5.0 Occupational Safety and Health Databases

Includes:

- INL Occupational Medical database to collect beryllium related medical results for the Beryllium ORISE submission report (prepared annually)
- Site-Wide Confined Space Database

Excludes: Industrial Hygiene Chemical Exposure Database (Fluor Idaho maintains its own subcontract for 'Open Range' Exposure Database)