

**PART III – SECTION J, ATTACHMENT F-6**

BLANKET MASTER AGREEMENT FOR SERVICES IN SUPPORT OF  
BATTELLE ENERGY ALLIANCE, LLC AND FLUOR IDAHO, LLC,  
CONTRACTS AT THE IDAHO NATIONAL LABORATORY  
(BMA No. 804500)

*Effective June 01, 2016 – May 31, 2021*

**MODIFICATION NO. 2 TO  
BLANKET MASTER AGREEMENT NO. 804500  
FLUOR IDAHO, LLC**

1580 SAWTELLE STREET, IDAHO FALLS, ID 83402  
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-EM0004083

To: Battelle Energy Alliance, LLC (BEA)  
2525 Fremont Avenue  
Idaho Falls, ID 83415

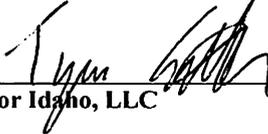
Effective Date: 11/9/2017

To: Melissa Smith  
Phone: (208)526-7195  
Email: melissa.smith@inl.gov

This Modification No. 2 to Blanket Master Agreement No. 804500 is issued to effect the following:

1. The entire agreement is replaced with the attached document "Blanket Master Agreement No. 804500 Revision No. 1"

Except to the extent changed by this Amendment No. 2 or to the extent rendered inconsistent herewith, all of the terms and provisions of this Blanket Master Agreement remain unchanged and continue in full force and effect.

|  |   |  |                                |
|--|---|--|--------------------------------|
| Subcontract Administrator: Tyson Smith   |   | Telephone: (208) 533-3349  | Email: Tyson.Smith@icp.doe.gov |
| <u>Billing Address:</u><br>Accounts Payable<br>Fluor Idaho<br>1580 Sawtelle<br>Idaho Falls, ID 83402<br>fluorap@icp.doe.gov<br><br>Invoice line items shall identify BMR 16-3029, T.O. # _____ | Signed:   |  | 11/13/17<br>Date               |
|  |   | Fluor Idaho, LLC   |                                |
|  | Title:  | Subcontract Administrator  |                                |
|  | Signed:   | Melissa Smith  | 11/13/2017<br>Date             |
|  |   | (Subcontractor's Official)   |                                |
|  | Title:  | Contract Specialist  |                                |
|  | Return one signed copy of this Amendment to Tyson Smith |  |                                |

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



***Initial Effective Date: 06/01/2016  
Modification No. 02: Effective Date: 11/09/2017***

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,” refers to 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, hereto, which do not require a BMR). Two BMRs are anticipated under this BMA, one for purchases 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 1: 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 the applicable BMR.

## **2. Services Provided**

2.1 BEA shall provide the following services at ‘no cost’ to the established baseline set forth in Exhibit 2, Baseline Service Definitions, which shall be performed without a specific SOW, direction or 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 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 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 May 31, 2021 or such time as other arrangements are agreed to by the Parties and may be modified by the Parties' mutual written 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 initiated, 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 below. Upon receipt of notice of termination, neither party shall incur additional obligations, beyond the continuation of services during the Notification Requirement periods set forth below, under any provision of this BMA without the prior written consent of the other.

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.

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

Advance written notice shall include:

1. Written Notice must be on Buyer's letterhead
2. The Task/Service Number, Title and SOW and

### 3. The effective date of termination.

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 within 60 days after written notification of termination. Buyer has 30 days after date of termination to pay the Seller's reasonable termination cost. Failure of the Buyer and the Seller to agree on a termination settlement shall be subject to Article 22, "Resolution of Disagreements," of the BMA.

In addition, to address potential impacts to cost, schedule, and personnel resulting from such action, the provisions of the "Resolution of Disagreements," article of the BMA apply to terminations of BMR Table Tasks/Services exceeding \$1M; provided, though, Buyer shall not be responsible for any Seller related employee reassignment or severance costs for work terminated in accordance with the above schedule.

#### Significant Funding Impacts:

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 notify 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 scaling back or eliminating the service shall be responsible for the associated costs and closing out the service; provided, though, Buyer shall not be responsible for any Seller related employee reassignment or severance costs.

### 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 provisions of the "Resolution of Disagreements" Article 22 of the 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 provisions of the "Resolution of Disagreements" Article 22 of the 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 allowable, and 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 methods 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” of this BMA 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 ceiling 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 follow the “Resolution of Invoice Disputes” process as detailed below.

##### Resolution of Invoice Disputes

- 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-Receiveable 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 Seller shall submit a credit invoice during the next billing cycle and Buyer shall pay amount determined to be owed.

Should the Parties not resolve the invoice dispute, they shall follow the provisions of the, “Resolution of Disagreements” Article 22 of the 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 the provisions of the, “Resolution of Disagreements” Article 22 of the BMA.

#### **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 Un-reviewed 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:

Stage 1: The Parties shall first attempt to informally resolve the disagreement at the Fluor Idaho and BEA TPOC Level for the respective disputed BMR Task/Services, if possible. If both parties are not able to resolve the disagreement then engagement of Fluor Idaho Subcontract Administrator and BEA Contract Specialist is required.

Documentation of disagreement must be recorded either by email or meeting minutes, including, as a minimum, of the following information with the following requirements:

- Date(s) of discussion
- Brief summaries of discussion(s)
- Resolution of disagreement or basis for initiating Stage 2 of Resolution of Disagreement process.

If the Parties are not able to resolve the disagreement within 30 working days (Monday-Thursday) and agreement has been reached to escalate to Stage 2, documentation established in Stage 1 must be submitted to Parties Subcontract Administrator/Contract Specialist in order to proceed with Stage 2.

Stage 2: Upon receipt of Stage 1 documentation, the Subcontract Administrator/Contract Specialist shall escalate the disagreement to Fluor Idaho and BEA management responsible for resolving disputes. Consistent with Stage 1, documentation of disagreement must be recorded either by email or meeting minutes and shall include summaries of discussion conducted and resolution of the disagreement.

If the Parties are not able to resolve the disagreement within 30 working days (Monday-Thursday) and both Parties have reached an agreement to escalate to Stage 3, a letter must be sent to each Party containing the following:

- Detailed Summation of disagreement
- Party's position
- Basis for initiating Stage 3 of the Resolution of Disagreement process.

Stage 3: Upon receipt of the letter requesting Stage 3 disagreement resolution, escalation to the Parties' respective presidents (or comparable level) is required. Consistent with Stage 1 and 2, documentation of disagreement must be recorded either by email or meeting minutes and shall include summaries of discussions conducted and resolution of the disagreement.

If the Parties' presidents are unable to resolve the dispute within 30 working days (Monday-Thursday), the Parties shall submit their statements of disagreement to their respective DOE-ID Contracting Officers for determination. The Parties agree that the Contracting Officers' determination shall be final.

At any time during Stage 1, 2, or 3, the Parties may agree to continue to try to resolve the disagreement by documenting and setting time frames needed to reach disagreement resolution or further disagreement discussion.

If the Parties agree to delay escalation at any level beyond the timeframes provided herein without proper communication (via email or letter), then either Party may escalate the disagreement to the next stage, at any time, by giving the other Party 15 working days (Monday-Thursday) prior written notice.

### **23. Points of Contact**

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

BEA's point of contact for this BMA is: Melissa Smith, 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.