

BROOKHAVEN NATIONAL LABORATORY
BROOKHAVEN SCIENCE ASSOCIATES, LLC
P.O. Box 5000
UPTON, N.Y. 11973-5000

Vendor Name

Address 1

Address 2

CONTRACT NO. 460379
UTILITY MASTER PLAN

This is a Contract made as of the date set forth above, between **TBD** (Contractor) and Brookhaven Science Associates, LLC (BSA) the latter acting under a Prime Contract with the United States of America (Government) represented by the United States Department of Energy (DOE).

I. Scope of the Work:

The Contractor shall provide engineering services to develop a 15-year Utility Master Plan (UMP) for Brookhaven National Laboratory (BNL) that establishes clear objectives, performance goals, and an actionable investment roadmap for meeting the Laboratory's current and future utility infrastructure needs. All work shall be performed in accordance with the Statement of Work (**Attachment 1**) and BNL QA-101 Supplier Quality Assurance Requirements (Aug. 2024), (**Attachment 2**).

A. Key Subcontractors / Personnel

1. Key Subcontractors

[Names and specified work provided by Offeror]

A Key Subcontractor is a subcontractor performing a significant portion of the work under this Contract, relative to cost or technical function.

2. Key Personnel

The following individuals have been designated as "Key Personnel."

Personnel

TBD

TBD

Title

Project Executive

[add discipline leads]

3. Before removing, replacing, or diverting any of the listed subcontractors or key personnel, the Contractor must: (1) Notify BSA's Contractual Representative in writing via email; (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract; and (3) Obtain BSA's Contractual Representative's written approval.
4. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such key personnel at once, although the Contractor must notify BSA prior to or concurrently with such action.

5. BSA retains the right to require removal of key personnel whose actions, while assigned to this Contract, clearly conflict with BSA's interests. The reason for removal shall be fully documented in writing by BSA. When such removal occurs, BSA and the Contractor shall mutually agree upon an expedient timeframe for assigning qualified replacement key personnel to the resulting vacancy.

II. Period of Performance:

This Contract shall be effective as of the date signed by both parties. It shall remain in effect through **TBD** (12-month duration).

III. Payment:

A. Firm Fixed Price: In full consideration of the Contractor's performance here under, BSA shall pay the Contractor a firm fixed price of \$TBD. The said sum shall constitute full compensation for all services and materials furnished hereunder.

B. Payment:

1. Payment will be made pursuant to Article 23 – Payment. The full text of Article 23 is in Brookhaven Science Associates, LLC General Terms and Conditions for Non-Commercial Services.
2. Payments shall be made on a milestone basis in accordance with the milestone payment schedule set forth in **Attachment 3**, which is incorporated herein by reference. Payment for each milestone shall be contingent upon BSA's review and acceptance of the applicable deliverables and completion criteria identified in **Attachment 3**.

The milestone payment schedule is summarized below:

Milestone No.	Task	Percentage	Payment
1	Project Initiation and Work Plan	10%	TBD
2	Investigative Findings Report	20%	TBD
3	90% Draft Utility Master Plan	30%	TBD
4	100% Draft Utility Master Plan	20%	TBD
5	Final Utility Master Plan and Presentation	20%	TBD
	Total	100%	TBD

3. Invoices shall be submitted in PDF format, via email, to apinvoices@bnl.gov and PPMConstruction@bnl.gov. Payment terms shall be Net 10 days for Small Businesses and Net 30 days for Large Businesses.

IV. Authorized Representatives:

A. Contractor's Technical Representative (TR): **TBD** is the Contractor's authorized Technical Representative, hereunder and shall act as liaison between BSA and the Contractor in technical matters. **TBD** can be reached at **TBD** (Telephone No.) or **TBD** (e-mail).

B. Contractor's Contractual Representative: **TBD** is the Contractor's authorized Contractual Representative, hereunder and shall act as liaison between BSA and the Contractor in contractual matters. **TBD** can be reached at **TBD** (Telephone No.) or **TBD** (e-mail).

- C. **BSA Technical Representative:** TBD, of the Energy and Utilities Division, is the Technical Representative hereunder. The TR shall act as liaison between BSA and the Contractor on technical matters only. The TR can be reached at TBD (Telephone No.) or TBD (e-mail).
- D. **BSA Contractual Representative:** Joseph Famiglietti, of Procurement and Property Management, is BSA's Contractual Representative. He can be reached at (631) 344-3230 (Telephone No.) or at jfamiglie@bnl.gov (email). Any change or modification in the terms and conditions of this Contract shall require the written approval of BSA's Procurement and Property Management Division's Manager, or his designee.

V. **Required Submittals**

The following submittal shall be sent to the BSA Contractual Representative listed above.

Insurance:

Within fourteen (14) days after receipt of award, and prior to issuance of the Notice to Proceed, the Contractor shall submit Certificates of Insurance with the coverage indicated in Article 6 titled "Insurance" of the Supplemental Terms and Conditions. The certificate must show that BSA and the Government are named as additional insured and that the insurance carrier will give BSA thirty (30) days prior written notice in the event of cancellation or material change in the policy.

VI. **Additional Terms:**

- 1. The provisions of Brookhaven Science Associates, LLC General Terms and Conditions for Non-Commercial at Brookhaven National Laboratory Rev. 24.0 (April 2026) are incorporated herein and made a part hereof. (**Attachment 4**)
- 2. The provisions of Brookhaven Science Associates, LLC Supplemental Terms and Conditions for Work by Contractors Onsite at Brookhaven National Laboratory, Rev. 24.0 (April 2026) are incorporated herein and made a part hereof (**Attachment 5**).
- 3. DEAR 952.209-72 – Organizational Conflicts of Interest (Aug 2009) (Alternate I).
- 4. **Responsibility of the Architect Engineer Contractor**
 - a. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any negligent errors or deficiencies in its designs, drawings, specifications, and other services.
 - b. Neither BSA's nor the Government's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and will remain liable to BSA and the Government in accordance with applicable law for all damages to BSA and the Government caused by the Contractor's negligent performance of any of the services furnished under this Contract.

5. Work Oversight in Architect Engineer Contracts

The extent and character of the work to be done by the Contractor shall be subject to the general work oversight and approval of the BSA Contractual Representative.

6. Requirements for Registration of Designers

Architects or engineers registered to practice in the professional field involved in a state, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

7. Inspection of Architect Engineer Contracts

BSA, through any authorized representatives, has the right at all reasonable times upon advanced written notice, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by BSA on the premises of the Contractor or subcontractor(s), the Contractor shall provide and shall require the subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of BSA representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

The following documents attached hereto and made a part hereof, contain additional provisions of this Contract:

Attachment 1: Statement of Work, dated May 27, 2026	Attachment 4: BSA General Terms and Conditions for Non-Commercial Services Rev. 24.0 (April 2026)
Attachment 2: QA-101 Rev. 5.0 (Aug. 2024)	Attachment 5: BSA Supplemental Terms and Conditions for Work by Contractors Onsite Rev. 24.0 (April 2026)
Attachment 3: Milestone Payment Schedule	

This Contract does not bind nor purport to bind the United States Government.

ACCEPTED:

NAME

BROOKHAVEN SCIENCE ASSOCIATES, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Contracts Administrator

Date: _____

The Contractor shall sign and return one **(1) copy of this Contract** via email to the attention of Joseph Famiglietti, Procurement and Property Management Division at jfamiglie@bnl.gov.