

RESOLUTION NO. 1829

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK-TREASURER TO ENTER INTO AN AGREEMENT WITH ENTERGY OPERATIONS, INC., FOR FIRE PROTECTION SERVICES FOR ARKANSAS NUCLEAR ONE AND FOR OTHER PURPOSES

WHEREAS, Arkansas Code Annotated §§14-54-101 and 14-58-303 allow a City to enter into an agreement; and

WHEREAS, Entergy Operation, Inc., (“Entergy”) operates Arkansas Nuclear One (“ANO”) located outside the city limits of Russellville; employs residents of the City; requires fire protection to operate and has requested to contact with the Russellville Fire Department for additional fire protection services for ANO; and,

WHEREAS, the City of Russellville (“City”) intends to provide the services for Entergy for ANO in exchange for an agreed upon annual compensation of \$75,000.00; and,

WHEREAS, the City desires to enter into an Agreement with Entergy to provide fire protection services for ANO.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF RUSSELLVILLE, ARKANSAS:

SECTION 1: The Mayor and City Clerk-Treasurer are hereby authorized to sign an Agreement with Entergy and whatever other documents are necessary to execute the Agreement between the City and Entergy to provide fire protection services for ANO in exchange for annual compensation as further described in the Agreement attached with this Resolution and incorporated in this Resolution by reference.

SECTION 2: This Resolution shall go into effect immediately upon passage.

SECTION 3: The recitals in the Preamble of this Resolution are incorporated into this Section of the Resolution.

ORDERED, this 27th day of May, 2020.



ATTEST:

A handwritten signature in blue ink, appearing to read "Gina Skelton", written over a horizontal line.

**GINA SKELTON,
CITY CLERK-TREASURER**

A handwritten signature in black ink, appearing to read "Richard Harris", written over a horizontal line.

RICHARD HARRIS, MAYOR

APPROVED AS TO LEGAL FORM:

A handwritten signature in blue ink, appearing to read "William F. Smith III", written over a horizontal line.

**WILLIAM F. SMITH III,
CITY ATTORNEY**

I, Gina Skelton, City Clerk-Treasurer of the City of Russellville, Arkansas, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 1829 passed by the City Council of the City of Russellville, Pope County, Arkansas, on the 27th day of May, 2020.

ENTERGY OPERATIONS, INC.
SHORT FORM CONTRACT

Contract No. 10608027
Effective Date: May 21, 2020

THIS CONTRACT is between Entergy Operations, Inc., acting solely as agent for the Owners as described herein (hereinafter "Entergy Operations"), and Russellville Fire Department (hereinafter "Contractor"). The parties undertake and agree as follows:

1. **Agency.** Entergy Operations hereby represents and warrants that it is executing this Contract solely as the authorized agent for Entergy Arkansas, LLC ("EAL"), which is the Owner of Arkansas Nuclear One, Units 1 and 2 ("ANO"); Entergy Louisiana, LLC ("ELA"), which is the Owner of the Waterford Steam Electric Station, Unit No. 3 ("Waterford 3") and the River Bend Station ("River Bend"); and System Energy Resources, Inc. ("SERI"), which has a 90% undivided interest, and Cooperative Energy ("CE"), a Mississippi electric cooperative, formerly known as South Mississippi Electric Power Association, which has a 10% undivided interest in the Grand Gulf Nuclear Station ("GGNS"). As used herein, the term "Owners" refers to EAL, ELA, SERI, CE, and any of their successors in interest, as applicable. Each Owner is severally and not jointly liable to Contractor for items sold and services performed by Contractor hereunder, and each Owner disclaims any financial responsibility for work that is not performed for such Owner's plant. SERI and CE are severally and not jointly liable to Contractor for work for GGNS hereunder in proportion to their respective undivided ownership interests in GGNS.
2. **Terms.** Contractor agrees to perform the Work as described below for the amount of money and in accordance with the schedule described below.
3. **Description and Schedule of Work.** Contractor shall furnish all supervision and materials necessary to complete the work described below (the "Work"), except for items listed in this paragraph as being the responsibility of Entergy Operations. Time is an essential element in this Contract. Work will start on June 1, 2020 and shall be completed on or before December 31, 2020 (the "Initial Term"). This Contract shall automatically renew for up to six (6) additional consecutive one (1) calendar year terms (each, a "Renewal Term"), unless either party notifies the other in writing of its desire not to renew not less than sixty (60) days prior to the expiration of, as applicable, the Initial Term or the then-current Renewal Term. This Work supports ANO located in Russellville, Arkansas.

3.1 Contractor shall provide personnel and equipment as required to assist the ANO Fire Brigade in extinguishing fires at ANO, both inside and outside the Protected Area of the Plant.

3.2 Contractor shall coordinate the effort to provide additional manpower and equipment as required (mutual aid agreements).

3.3 Contractor shall participate in annual training conducted by Entergy Operations on a mutually agreed schedule. The training shall include: a) Procedures for notification; b) Basic radiation protection; c) Site Access requirements/procedures, and d) Emergency Response Functions of the Contractor.

3.4 Contractor shall conduct annual training for the ANO Entergy Rescue Team.

3.5 Contractor shall be responsible for responding to the Incident Command Post during a Hostile Action Based event.

3.6 Contractor shall perform technical rescues as requested.

3.7 Entergy Operations shall be responsible for:

- Decontamination or replacement of Contractor Equipment that may become contaminated while responding on-site.
 - Contractor Equipment that is decontaminated by Entergy Operations shall be returned to the Contractor decontaminated within two (2) weeks of Entergy Operations taking Contractor Equipment for decontamination.
 - In the event Entergy Operations reasonably determines that Contractor Equipment cannot be decontaminated, Entergy Operations shall replace any Contractor Equipment not returned to Contractor decontaminated with the same equipment or equipment of similar type and value within a reasonable time, using its normal procurement processes.
 - Replacement of Contractor Equipment shall be exempt from the processes of Section 5-Claim Notifications, Section 9-Risk of Loss, Section 15-Indemnification nor shall Contractor be required to file a claim on its insurance policy to replace any

- equipment contaminated as a result of performing services under this Agreement for Entergy Operations.
- Failure to decontaminate or replace Contractor Equipment as provided and within the timeframes set forth above shall be considered a breach of this Agreement.
- In the case of personnel contamination, provide for decontamination of Contractor personnel.

4. **Compensation.** For the satisfactory performance of work under this Contract by Contractor, Entergy Operations, acting as agent for Owners, shall pay in advance and Contractor shall accept as full compensation, the fixed price of Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750.00) for the Initial Term, and Seventy-Five Thousand Dollars (\$75,000.00) for each Renewal Term, for completion of aforementioned Work. There are no additional fees, mark-ups, expenses, costs, or profits.

5. **Representatives and Claims Notifications.**

5.1 The following representatives are designated by Entergy Operations and Contractor respectively, for communications and liaison relative to this Contract:

Entergy Operations' Contract Manager:

Contractor:

Name: Nicholas Pope
 Phone #: 479-858-4905
 Email: npope@entergy.com

Name: Richard Harris
 Phone #: 479-968-2098
 Email: rharris@rsvlar.org

Copy To: Deanna Gamble
 Email: dgamb12@entergy.com

5.2 Contractor shall promptly inform Entergy Operations in writing of every claim and provide a copy of any pleading filed under Section 211 of the Energy Reorganization Act in connection with this Contract. Contractor shall also report in writing to Entergy Operations every employee's Workers' Compensation or tort liability claim for bodily injury, including those allegedly caused by the nuclear energy hazard arising out of this Agreement, or the Plant, or in the course of transporting nuclear material to or from the Plant. Contractor's written notice shall provide the following information: (1) name and address of claimant; (2) time and place of alleged incident, if known; (3) description of alleged bodily injury or claim. The notice is to be addressed to: **Legal Department, Entergy Operations, Inc., P. O. Box 31995, Jackson, MS 39286-1995.**

6. **Sales Taxes.**

6.1 "Arkansas Gross Receipts Tax" means the tax levied by Ark. Stat. Ann. §26-52-301 et seq. on the seller of tangible personal property or taxable services pursuant to Ark. Stat. Ann. §26-52-519(a) and GR-79.

6.2 "Contractor Taxes" shall mean all applicable sales, use, gross receipts and similar taxes legally imposed on Contractor or any Subcontractor for the Work as the primarily responsible party and not as collection agent on behalf of Entergy Operations or Owner, including, but not limited to, sales taxes paid (or which should have been paid) to Contractor's or its subcontractors' vendors, or use taxes self-accrued and remitted directly (or which should have been self-accrued and remitted directly) to taxing authorities by Contractor or its subcontractors, if such sales, use, gross receipts and similar taxes are incorporated (or should have been incorporated) in any lump sum fixed price contract prices set forth in Article 4 above. Contractor Taxes shall specifically include, but are not limited to, sales, use, gross receipts and similar taxes on consumables, rentals and any other taxable items that are purchased for use in the performance of the Work but do not become part of the permanent materials of Owner at the end of the Work. Despite the fact that Arkansas Gross Receipts Tax is legally imposed on Contractor as the primarily responsible party, Arkansas Gross Receipts Tax shall be excluded from Contractor Taxes.

6.3 Entergy Operations shall be responsible for all applicable sales, use, gross receipts and similar taxes levied on items sold pursuant to this Agreement, provided, however, Entergy Operations shall not be responsible for any sales, use, gross receipts or similar taxes for which Entergy Operations, in its sole discretion, asserts any available exemption or exclusion from such taxes. Contractor shall cooperate with Entergy Operations and diligently prosecute any exemption or exclusion (including, if applicable, a request for refund) asserted by Entergy Operations, in Entergy Operation's sole discretion, from any sales, use, gross receipts or similar taxes on any item furnished in connection with the Work.

6.4 Other than for lump sum fixed price Work, Contractor shall separately state the price of materials and labor on its invoice.

6.5 Contractor shall develop procedures and make reasonable efforts to minimize the applicable sales, use, gross receipts and similar tax burden on Contractor's purchases of equipment, materials and services under this Agreement, including, if applicable, the purchase of any equipment, materials and services exempt from sales, use, gross receipts and similar taxes via presentation of a resale exemption certificate or other applicable documentation to Contractor's vendors and subcontractors.

6.6 Contractor will indemnify, defend and hold the Owners and Entergy Operations harmless from taxes, penalties or interest for Contractor Taxes.

6.7 Prior to payment of any subsequently assessed sales, use, gross receipts or similar taxes for which Contractor is entitled to reimbursement pursuant to this Article 6, Contractor shall give Entergy Operations written notice of any proposed or actual adjustment or assessment of any such taxes imposed on Contractor arising out of this Agreement, within such time as will allow Entergy Operations a reasonable period in which to evaluate and timely respond to the underlying adjustment or assessment of such taxes without being prejudiced thereby. If Contractor fails to provide Entergy Operations with the written notice contemplated by this Section 6.7 in time to allow Entergy Operations to challenge such taxes without being prejudiced thereby, Entergy Operations shall be relieved of its obligation to reimburse Contractor for such taxes. For the avoidance of doubt, Entergy Operations shall not be responsible to pay or reimburse Contractor for penalties or charges of any kind, or interest on taxes subsequently assessed on Contractor and billed after an audit or inquiry by taxing authorities or otherwise.

7. Invoicing and Payment.

7.1. Unless otherwise stated in Article 4, Entergy Operations agrees to pay Contractor the compensation specified above within thirty (30) days after Entergy Operations' receipt of Contractor's properly prepared invoice for the completed Work. All invoices submitted by Contractor shall be in the form and supported by such documentation as Entergy Operations may reasonably require. Any money due Contractor under this or other contracts between the parties shall be adjusted for amounts inappropriately invoiced, whether discovered prior or subsequent to payment by Entergy Operations. For all Work performed on a time, unit price, or cost reimbursable basis, Contractor shall keep complete books or records and receipts of expenses to support charges billed. Contractor shall make these records available for audit by Entergy Operations and shall provide full assistance to Entergy Operations' audit. Except as specifically provided in Article 6, no taxes are to be invoiced to or reimbursed by Entergy Operations.

7.2 Entergy's Contract Manager and the appropriate Contract Number must be referenced on all invoices. Invoices shall be submitted electronically to Entergy using the self-service functionality within the supplier portal, <https://supplier.entergy.com/psp/supprd/SUPPLIER/ERP/h/?tab=DEFAULT>, unless otherwise approved by Entergy Supply Chain. If you receive Supply Chain approval, you may email your invoices to accountspayableinvoices@entergy.com. Submission by email is limited to one invoice in PDF format not to exceed 15MB. In the event invoices are unable to be submitted through either the supplier portal or by email then contact esupplier@entergy.com.

8. Termination. Entergy Operations reserves the right to terminate this Contract for breach or convenience upon prior written notice to Contractor. In such event, Work in process and information developed by Contractor specifically for Entergy Operations or delivered to Contractor by Entergy Operations prior to termination shall be delivered to Entergy Operations, and Entergy Operations shall pay Contractor for acceptable performance of Work up to the date of termination, but Contractor is not entitled to anticipated profits on Work not performed. Termination shall not relieve either party of obligations arising under this Contract in connection with Work performed prior to termination.

9. Risk of Loss. In the event Entergy Operations provides Contractor with materials or equipment, Contractor, upon completion of the Work, shall be responsible for returning any such property to Entergy Operations in the condition in which it was received, except as reasonably consumed or modified in the performance of the Work. Contractor will be responsible (at full replacement cost) for the loss or destruction of any materials or equipment in its possession, Work in process or items being sold hereunder to Entergy during the period of contract performance and until Entergy Operations assumes possession and control of such items, except to the extent any such loss is covered by the proceeds of insurance paid to Entergy Operations. Contractor shall be solely responsible for assuring itself of the safety and suitability of equipment used in performance of Work prior to use.

10. Warranty. Contractor warrants that the Work supplied shall be of the highest quality reasonably expected with respect to the type of Work rendered. Contractor shall assign qualified and competent personnel to the performance of the Work, and Contractor and such personnel shall use their best efforts to perform the Work in

the most expeditious, professional and economical manner consistent with the interests of Entergy Operations. Contractor further warrants that its management and employees are informed of the importance and methods of raising any safety concerns to the NRC. Without limiting any other remedies Entergy Operations has under this Contract or by law, Contractor agrees to work diligently to correct any such noncompliance with these warranties at no cost to Entergy Operations and to a schedule satisfactory to Entergy Operations.

11. **Independent Contractor.** Entergy Operations has the right to review qualifications of Contractor's employees before assignment to perform Work hereunder. Contractor will have complete control of, and supervision over, its employees, tools and equipment, and the methods and procedures used in the performance of Contractor's work under this Contract. It is expressly understood and agreed between the parties hereto that Contractor shall be, and operate as, an independent Contractor in the performance of this Contract and shall be solely responsible for wages, benefits and safety of Contractor's employees. Except for any taxes allowed to be recovered by Contractor pursuant to Article 6, the Contractor shall pay and be solely responsible for all contributions, withholding, FICA and other payroll or income taxes and premiums payable under federal, state and local laws, measured on the compensation paid to the Contractor and/or its employees pursuant to this Agreement and shall be solely responsible for ensuring payment of wages and benefits to its employees and its subcontractor's employees. Nothing herein shall preclude Entergy Operations and the Owners from raising a "Statutory Employee" defense, if applicable. Further, the parties mutually agree that it is their intention to recognize Entergy Operations and the Owners as the statutory employers of the Contractor's employees, whether direct employees or statutory employees of the Contractor in accordance with Louisiana Revised Statute, 23:1061 while Contractor's employees are providing Work hereunder. Contractor warrants and represents that it will not use any retiree of Company, Affiliates, or Users to perform any portion of the Work, as an employee, Subcontractor (including as a 1099 worker) or in any other capacity, if the individual has not been retired from Company, Affiliates, or Users for at least six consecutive months prior to performing services for Contractor.
12. **Compliance with Laws and Rules.** Contractor shall observe and abide by all applicable federal, state, and local laws, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the Work to be rendered pursuant to this Contract, including, but not limited to, Section 211 of the Energy Reorganization Act ("ERA") and regulations thereunder. Contractor shall, prior to commencement of Work at Entergy Operations' site(s), request from Entergy Operations' representative listed in Article 5 any applicable site health, safety, quality and security rules, procedures or programs, and Contractor shall comply with site rules, procedures and programs, including, but not limited to, those outlined in the Notice to Contractors, attached hereto as Exhibit A. Contractor further agrees that it will not enter into any agreement affecting compensation, terms, conditions, and privileges of employment, including any agreement to settle a complaint filed by an employee with the Department of Labor pursuant to Section 211 of the ERA, that contains any provision prohibiting or otherwise discouraging an employee from providing the NRC with information on hazardous conditions, potential violations, or any other matters within the NRC's regulatory responsibilities. Contractor shall allow Entergy Operations to monitor Contractor's efforts to encourage its employees and subcontractors to raise concerns, prevent discrimination and resolve discrimination allegations under Section 211 of the ERA and shall provide Entergy Operations with reports of alleged discrimination by Contractor and associated investigations. Entergy Operations may conduct its independent investigations and direct Contractor to remedy violations of law. To the extent applicable, Contractor further agrees to promote small and disadvantaged businesses by compliance with the requirements of the Small Business Act (15 U.S.C. § 631 et seq.), the Office of Procurement Policy Act (41 U.S.C. § 423 et seq.) and the implementing regulations found at 48 CFR Part 1 et seq., all of which are incorporated herein by reference. Failure to comply with applicable laws or Plant rules may result in removal of Contractor or its applicable workers from the Plant. Contractor shall indemnify and protect Entergy Operations, Owners and their affiliated companies from any claims, expenses (including attorneys' fees), liability and damages arising out of any allegations by or on behalf of such removed employees for wrongful termination, interference with employment or business relationships, or for any type of alleged violation of employment laws directly or indirectly resulting from such removal at the direction of Entergy Operations because of such non-compliance. Prior to implementing un-paid suspension or termination of any of its employees performing work at an Entergy facility for reasons other than normal work release dates, Contractor will provide notice of such action to Entergy's Site Human Resource Manager and the Site Employee Concerns Coordinator. If Contractor has an immediate need to remove an employee from the Entergy site for disciplinary reasons, then the Contractor should take the appropriate action and then notify Entergy's Site Human Resource Manager and the Site Employee Concerns Coordinator as soon as possible thereafter.
13. **Equal Opportunity.** Unless this Contract is exempt from Executive Order 11246, under the rules and regulations of the Secretary of Labor (41 CFR Ch. 60), the Contractor agrees that during the performance of this Contract, it will fully comply with the provisions of the equal opportunity clause as set forth in Section 202 of Executive

Order 11246 and 41 CFR, Section 60-1.4(a)(1-7), which provisions are hereby incorporated by reference and made a part of this Contract. During the performance of this Contract, Contractor also agrees that it will fully comply with the applicable equal opportunity provisions of the Rehabilitation Act of 1973, as amended and applicable regulations, 41 CFR Section 60-741 et seq., and the Vietnam Era Veterans Readjustment Act of 1974, as amended and applicable regulations, 41 CFR Section 60-250 et seq., which are hereby incorporated by reference and made a part of this Contract. The Contractor certifies that it does not and will not maintain or provide for its employees any facilities which are segregated by race, color, religion or national origin or permit its employees to perform any Work at any location, under its control, where segregated facilities are maintained, and Contractor will obtain a similar certification for all non-exempt subcontractors, as required by 41 CFR Section 60-1.8. Contractor and Subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) prohibiting discrimination against qualified protected veterans and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Contractor and Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14. **Use and Ownership of Information and Work Product.** Contractor warrants that it has full and unrestricted right to disclose all data, work product, and documents presented to Entergy Operations in the performance of this Contract, and that Entergy Operations has full and unrestricted rights to use, copy and distribute such documents, work product (including, without limitation, discoveries and inventions) and data as Entergy Operations may deem appropriate, and that such data, work product and documents shall be the sole and exclusive property of the Owners. Contractor shall cause its employees and subcontractors to assign to the Owners any rights to patents, copyrights or other proprietary interests as reasonably necessary to protect the Owners' ownership rights granted herein. Contractor shall not disclose Entergy Operations' or the Owners' confidential or proprietary information without Entergy Operations' prior written consent, except where such information was already publicly available or except where disclosure is required by judicial or regulatory bodies. In the event that the Contractor or its employees should become aware of or in possession of Safeguards Information relative to the Plant during the performance of services under this Agreement, the Contractor shall control and protect this information in accordance with 10 C.F.R. 73.21 as explained in Regulatory Guide 5.79. If at any time the Contractor has reason to believe that Safeguards Information has been lost, stolen, or compromised, the Contractor shall contact the Manager, Security immediately. The Parties shall also control access to "Restricted Data" as defined at 42 U.S.C. 2014(y) and sensitive unclassified non-safeguards information consistent with NRC rules, regulations and guidance. Neither Party shall allow citizens of foreign countries to have access to any technical data relating to the Plants or the Work in a manner that would cause either Party to be in violation of any export control laws or regulations. Contractor further warrants that it is not and will not be directly or indirectly in violation of any Office of Foreign Assets Control regulations by contracting or subcontracting with or facilitating this Agreement on behalf of any blocked or banned nation, person or entity. Entergy Operations retains the right to conduct audits and/or assessments of the Contractor's SGI protections process to ensure it meets the intent of the aforementioned regulations. Entergy Operations also requires that the Contractor shall duly notify both the affected site Manager, and Security in the event the Contractor appropriately destroys Entergy Operations-related SGI material, documents, drawings, etc.

15. **Subcontracts or Assignments.** Contractor shall not employ subcontractors to perform any of the Work covered by this Contract or assign its rights and obligations hereunder without first procuring the written consent of Entergy Operations and requiring the subcontractor or assignee to produce evidence of insurance coverage required below. Contractor shall remain liable for all acts or omissions of its subcontractors, and approval of such subcontractors by Entergy Operations shall not relieve Contractor of such responsibility. Contractor further hereby agrees to comply with the provisions contained in 48 CFR 52.219-8 (May 2004 Utilization of Small Business Concerns). In the event compensation payable to Contractor hereunder will exceed \$500,000, Contractor shall comply with the requirements of Exhibit B, Diversity Subcontractors and Suppliers.

16. **Insurance.**

17.1 Without limiting any obligations or liabilities of Contractor under this Contract, Contractor shall provide and maintain during the course of the Contract, at its own expense, without direct reimbursement, insurance coverage in forms and amounts which Contractor believes will adequately protect it, but in no case less than:

(a) Workers' Compensation Insurance, and such insurance shall be in accordance with all applicable state, federal, and maritime laws. This coverage shall be maintained regardless of the number of employees employed by Contractor.

(b) Commercial Automobile Liability Insurance including all owned vehicles.

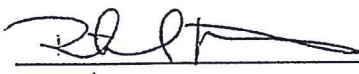
17. **Severability.** It is agreed that if any clause or provision of this Contract is held by the courts to be illegal or void, the validity of the remaining provisions of the Contract shall not be affected, and the rights and obligations of the parties shall be enforced as if the Contract did not contain illegal or void clauses or provisions.
18. **Entire Agreement.** This Contract and any documents referenced herein constitute the entire contract with respect to the subject matter hereof. Referenced documents are intended to be complementary; however, any conflict between the body of this Contract and the provisions of documents referenced herein shall be resolved in favor of the terms and conditions contained in the body of this Contract.
19. **Quality Assurance and Reporting Requirements.** Notwithstanding Article 11 (Independent Contractor) above, if any Work performed by Contractor under this Contract are identified by Entergy Operations as safety related and are to be performed in accordance with Entergy Operations' Quality Assurance Program, Entergy Operations and/or Entergy Operations' authorized agent shall have the authority to inspect any Work being performed by Contractor, stop work, withhold shipment and/or withhold final payment if Entergy Operations' requirements, including those for documentation, have not been fulfilled. Further, for work designated as safety related in Article 3, Contractor and EOI shall comply with the provisions of 10 CFR Part 21, "Reporting of Defects and Noncompliance." Should Contractor notify the NRC concerning defects or noncompliance covered by 10 CFR Part 21, which are related to work hereunder, or issue any significant technical bulletins which may affect the operation of any Entergy Operations' nuclear plants, Contractor shall make notification to: Entergy Operations, Inc., Attn: Manager, Fleet CAP/OE, 1448 SR 333, Russellville, AR 72802.
20. **Amendments.** This Contract may only be altered, amended, or modified in a written document executed by both parties.
21. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Arkansas.
22. **Conflict of Interest.** The Contractor represents that there is no conflict of interest between its performance of this Agreement and its employment by others. In the event the Contractor believes that there is presently any such conflict, or such conflict arises during the performance of the Work pursuant to this Agreement or any extension thereof, it shall advise Entergy Operations immediately and take all necessary action as may be required by Owner to reduce or eliminate the conflict of interest.
23. **Announcements and Press Releases.** During the term of this Agreement and for a period of twenty-four (24) months thereafter, Contractor shall not make any announcement or release any information concerning Owner, this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent of Company is obtained, unless such information released by Contractor is pursuant to the Arkansas Freedom of Information Act. Inquiries should be directed to Entergy Operations' Communications Department.
24. **Nonwaiver.** The failure of Entergy Operations to insist upon, in any instance, strict performance by the Contractor of any of the terms of this Contract shall not be construed as a waiver of Entergy Operations' right to enforce such terms on any future occasion.

ACCEPTED AND AGREED:

ENERGY OPERATIONS, INC.,
acting as agent for the Owners defined herein

CONTRACTOR

By: _____
 Title: Deanna Gamble
 Date: _____
Digitally signed by Deanna Gamble
 DN: cn=Deanna Gamble, c=US, o=Entergy
 Services, Inc., ou=Central Contracts Group,
 email=dgamb12@entergy.com
 Date: 2020.05.28 16:05:24 -05'00'

By: 
 Title: _____
 Date: May 28 - 2020

By: _____
 Title: _____
 Date: Sarah Holter Fletcher
Digitally signed by Sarah Holter
 Fletcher
 DN: cn=Sarah Holter Fletcher,
 c=US, o=Entergy Shared Services,
 ou=Central Contracts Group,
 email=sholter@entergy.com
 Date: 2020.05.28 16:29:30 -05'00'



**EXHIBIT A
TO CONTRACT NO. 10608027**

NOTICE TO CONTRACTORS

All contractors are responsible for adhering to and are required to inform their employees, including any subcontractor performing services on the Owners' premises, of the Owners' policies below:
The term "Owners' premises" in this notice is used in its broadest sense and includes all land, property, buildings, structures, installations, boats, planes, helicopters, cars, trucks, and all other means of conveyance owned by Owners or otherwise being utilized for Entergy Operations business.

I. Fitness-for-Duty Policy, Behavioral Observation Program and Deliberate Misconduct Rule

1. **Program Overview:** The Entergy Fitness for Duty (FFD) Program generally applies to workers who have or who have applied or who have been granted Unescorted Access to Entergy's nuclear facilities. This document provides a concise overview of key elements of Entergy's FFD Program which implements applicable portions of NRC regulation 10CFR Part 26, Fitness for Duty Programs. While additional FFD Program details can be obtained from the FFD staff and from company procedures, the following information addresses many essential elements that individuals need to be aware of as workers covered by the FFD program.
 - a. **Individual Responsibilities:** Management personnel, first line supervisors and persons performing escort duties, play a key role in our program. Through the process of ongoing, direct worker observation, these individuals provide an essential insight to recognize and report or take action associated with identified problems at the earliest stages. While these noted individuals play a key role in the program, each covered worker needs to be aware that they are also responsible for observing the activities of others and reporting any security, behavioral or FFD concerns to responsible management as soon as reasonably practical after the concern is identified. As with the responsibility to report issues associated with others, each worker is individually responsible for notifying their immediate supervisor or other responsible management if they believe they are not fit-for-duty regardless of the cause.
 - b. **Remaining Fit-for-Duty:** Workers covered by this program are required to be fit-for-duty when performing activities associated with the program. All workers are required to abstain from the consumption of alcohol for the 5 hour period preceding their scheduled tour of duty, unless special exceptions are made associated with call-out requests. In these cases the worker is required to notify the company if they are fit-for-duty when they are called-out for unscheduled work. If the decision is made for the worker to report, additional program requirements may need to be satisfied. Under no circumstances are covered workers permitted to consume alcohol during any tour of duty. Workers must be aware that abstaining from alcohol consumption for 5 hours may not be sufficient to ensure that they are fit for duty. Workers also need to be aware that other factors such as mental stress, fatigue, illness and the use of prescription or over-the-counter medication can cause impairment.
 - c. **Employee Assistance Program:** Entergy provides an Employee Assistance Program (EAP) which is available to Entergy employees and their dependent family members who are seeking assistance in dealing with any issue, to include substance abuse, or other problems that could adversely affect their ability to safely and competently perform their duties. Contractor employees can consult with their respective employers to determine if EAP services are available to them outside the Entergy program.
 - d. **Consequences of Non-Compliance:** Actions on and off the job site can have an impact on an individual's ability to meet program requirements. As with any regulatory based program, there are consequences for not complying with program requirements. Any individual covered by this Program that is involved in the use, sale or possession of illegal drugs on or off-site, the abuse of legal drugs or alcohol, or the misuse of prescription or over-the-counter drugs can be considered to be in violation of Entergy's FFD Program.
 - e. **Sanctions:** The sanctions associated with program violations are based on a variety of factors and the sanctions become more severe with each subsequent violation; however, all workers need to be aware that any positive drug or alcohol test will result in an unfavorable termination of unescorted access.

- Sanctions range from brief periods of Unescorted Access denial to permanent denial of Unescorted Access in the nuclear industry. Although sanctions associated with the abuse of legal drugs or alcohol, or the misuse of prescription or over-the-counter drugs are determined on a case-by-case basis based on consultation with the Medical Review Officer or other substance abuse professionals, program violations from these actions can also ultimately result in an unfavorable termination of unescorted access.
 - All covered workers are required to comply with FFD testing requirements. Any refusal to test will result in an immediate unfavorable termination of unescorted access and a permanent denial of unescorted access. Refusal to test includes any act or attempted act to subvert the testing process, refusing to provide a specimen, leaving the collection site without FFD authorization and providing or attempting to provide a substitute or adulterated specimen.
- f. **Reporting for FFD Testing:** Workers that are notified that they have been selected for FFD testing are expected to report to the applicable FFD collection area within 30 minutes unless authorized additional time by FFD personnel due to extenuating circumstances.
- g. **Legal Action Reporting:** Prior to being granted Unescorted Access, a series of actions are taken to establish the trustworthiness and reliability of each worker. Any issues that could alter that initial determination must be considered for individual to maintain their Unescorted Access. In response to this expectation, each worker is required to report any legal action that involves them from the time they apply for Unescorted Access and for as long as they have Unescorted Access/Unescorted Access Authorization. Legal Action is defined as follows:
- A formal action taken by a law enforcement authority or court of law, including being held, detained, taken into custody, charged, arrested, indicted, fined, forfeited bond, cited, or convicted for a violation of any law, regulation or ordinance this includes felony, misdemeanor, serious traffic offenses, serious civil charges or military charges but does not include minor misdemeanors such as parking tickets or minor civil actions such as zoning violations or minor traffic violations such as moving violations when the individual was not physically taken into custody, and includes the mandated implementation of a plan for treatment or mitigation in order to avoid a permanent record of an arrest or conviction in response to the following activities:
 - a. The use, sale or possession of illegal drugs;
 - b. The abuse of legal drugs or alcohol; or
 - c. The refusal to take a drug or alcohol test.
- Legal Action reporting should be made within twenty-four (24) hours of the occurrence; however, a legal action must be reported immediately upon return to work, regardless of the shift the individual is working. Individuals may report legal action to their direct management or directly to the Supervisor, AA/FFD or designee.
2. Contractor personnel with unescorted access will be included in the Owner's Continual Behavioral Observation Program (CBOP). The objectives of this program are to provide guidance for management /supervisory personnel to conduct behavioral observations to detect degradation in performance, impairment and changes in behavior indicating possible substance abuse, mental or physical impairment caused by other factors, as well as individual behavioral changes which, if left unattended, could lead to acts detrimental to the public health and safety.
3. Title 10, Code of Federal Regulations, Part 50.5, Deliberate Misconduct, provides notice that any contractor employee providing components, equipment, materials, or other goods or services, that relate to a licensee's (the Owner's) activities, issued by the Nuclear Regulatory Commission, may not engage in deliberate misconduct (to include deliberately submitting incomplete or inaccurate information/material) that causes a licensee to be in violation of any rule, regulation, order, term, condition or limitation of any license issued by the NRC, may be subject to enforcement action in accordance with 10CFR2, Subpart B. Enforcement action can result in a civil penalty or restriction/denial of the individual's ability to work in the nuclear industry. Under the NRC regulations, deliberate misconduct by a person means an intentional act or omission that the person knows would cause a licensee (the Owner) to be in violation of any rule, regulation, order, term, condition or limitation of any license issued by the NRC or constitutes a violation of a requirement, procedure, instruction, contract, purchase order or policy of a licensee, or licensee contractor or subcontractor.

II. Weapons and Firearms Policy

1. The use, possession, or transportation of firearms and other weapons while on the Owners' premises is prohibited unless specifically authorized by the Owners.
2. Individuals found in violation of this policy will be removed from the Owners' premises immediately and, when appropriate, such individuals will be reported to the proper law enforcement agencies.

III. Radiation Dose Limit Policy

The following administrative limits will apply to all aspects of radiological work at all Plant Sites:

1. All Owners' and Contractor's employees at the sites will be limited to 2 rem Total Effective Dose Equivalent (TEDE) per year with complete exposure histories. In addition, all employees will be limited to a lifetime limit of 1 rem times their age in years. If this limit has been exceeded, the annual limit will be 1 rem TEDE. The approval of Plant management, up to the Vice President, Operations, is required to exceed these limits
2. All Contractor personnel who may work in radiologically controlled areas are required to provide full documentation of their current occupational radiation dose status before beginning work. This documentation shall demonstrate that the personnel retain sufficient yearly and lifetime dose margin to complete their work without exceeding any whole body exposure limits as outlined in each Plant procedure.
 - a. If full documentation of current radiation dose status is not available, each Contractor employee will sign a statement indicating what they believe to be their current dose status. This statement will allow Plant Staff to assign an appropriate dose margin for work at each Plant site.
 - b. The Contractor relieves the Owners of all liability resulting from erroneous dose estimate statements made by any of its employees pursuant to subsection (a) above that result in the employee's total radiation dose exceeding a federal limit.

IV. Fatigue Management & Work Hours Control

1. All Contractor supplied personnel working on Entergy's site(s) shall comply with the provisions of 10 CFR 26 Subpart I, "Managing Fatigue." Furthermore, Entergy shall make the ultimate determination as to whether or not work performed by the Contractor supplied personnel is "covered work" as described in 10 CFR 26.4 (a). All Contractor supplied personnel performing "covered work" will adhere to the requirements of 10 CFR 26.205 "Work hours". If 10CFR 26.205 "Work Hours" is deemed by Entergy to be applicable to Contractor supplied personnel, based upon the work to be performed, Contractor is expected to provide to Entergy's Contract Manager and prior to the start of work (i) previous 9-day work history for affected Contractor provided personnel, and (ii) work schedule(s) of affected personnel for this contract. Contractor shall include in its proposed work schedule(s) shifts per day, hours per shift, number of days per week, and any other particulars required of Entergy's Contract Manager needed to determine whether or not such schedule is in compliance with 10 CFR 26.205 "Work Hours". Upon written approval of the schedule(s) from Entergy's Contract Manger, Contractor's personnel shall adhere to assigned work schedule(s) and job scope. Any work not performed in strict compliance with the determined work schedule, including but not limited to work hours, breaks and rest times shall be subject to prior written authorization from Entergy's Contract Manager. Entergy representative shall be on site while Contractor is performing "covered" work on Entergy's premises. At any point prior to or while performing work, if Entergy determines the work to be "covered work" as described in 10 CFR 26.4 (a) the approved schedules shall be altered to be in compliance with the provisions of 10CFR 26.205 "Work Hours where possible.
2. Unless otherwise specified in the scope section of this Contract, work hours monitoring, tracking, data entry into Entergy's eSOMS software system and reporting responsibilities shall remain with Entergy. Notwithstanding which party is responsible for these activities, it shall remain Contractor's responsibility to (i) provide Entergy with documented actual work hours of all its on-site personnel, including start and stop times and (ii) obtain appropriate written approval from Entergy before any worker is permitted to exceed the limitations set forth in 10 CFR 26.205 "Work Hours". For the purpose of work hours monitoring and tracking all Contractor supplied personnel who perform any "covered work" as described in 10 CFR 26.4 (a), as determined by

Entergy, shall have all work hours spent performing duties for the licensee, "covered" or otherwise, tracked in Entergy's software system. No Contractor supplied personnel shall perform "covered work" without the written acknowledgment of Entergy's Contract Manager that a sufficient work history has been provided to Entergy for "Work Hours" compliance purposes or that an exception to this provision has been consciously made by Entergy. This provision shall apply to all Contractor supplied personnel performing "Covered Work," including those individuals who were not initially scheduled to perform "Covered Work," and may have performed duties for the licensee which were not "Covered

V. Safety and Accident Prevention Policy

1. Contractor shall comply with all statutory safety requirements, Site safety programs, and any other appropriate safety procedures specified in the Agreement or Contract Order. These combined safety requirements constitute the minimum safety performance required from each contractor. Site Safety Representatives will have final interpretation regarding contractor safety compliance.
2. Each contractor shall designate a competent representative to carry out its safety program. This responsible individual's name will be given to the Site Safety Representative and the Site Contract Manager. When the nature of the Services warrant, the Site Contract Manager or Site Safety Representative may request the Contractor to employ a full time qualified Contractor Safety Representative. Contractors with one hundred (100) or more employees on site shall have one (1) full time qualified Contractor Safety Representative.
3. Each Contractor will maintain accurate accident and injury data. Contractors will cooperate in accident investigations, including submission of a comprehensive report of the accident to the Site Contract Manager and the Site Safety Representative. Events to be reported immediately and verbally by the contractor to the Site Safety Representative are:
 - near misses with a potential of serious injury or death
 - serious accidents or injuries
 - fatalities
4. Contractor's personnel that fail to comply with the Site safety requirements will be considered unqualified to perform services or work at Entergy Operations' Site(s). Such personnel that are denied Site access for noncompliance with the Site safety requirements, at the request of either the Site Contract Manager or Site Safety Representative, will not be granted Site access for other services or work. Contractors that fail to control their personnel's actions regarding safety may have their contract terminated. Contractors working at Entergy Operations' Site(s) will comply with the Occupational Safety and Health Act (OSHA) and Site safety requirements. The Site Safety Representative will determine the contractor's compliance with the Site safety requirements.
5. Contractors' employees are required to wear safety toed shoes while working in industrial areas and in all other areas where physical work is being performed in accordance with 29 CFR 1910.136.

VI. General Training

All on-site Contractors, at any of the Plant Sites for greater than one month and not requiring unescorted access, are required to attend General Employee Training (GET) on an annual basis or attend a Site Briefing on an annual basis.

VII. Other Site Procedures

1. Special site procedures exist for the control of certain materials such as chemicals, radioactive sources, weld rod, and measuring and testing equipment (M&TE). Contractor shall notify the Contract Manager prior to bringing such materials onto the Plant Site to ensure that proper approvals are in place.
2. Contractor shall be responsible for familiarizing itself with specific site procedures and requirements regarding housekeeping, personnel screening, vehicle use, security violations, personal protective equipment, and others as may be identified in site training or by the Contract Manager.

VIII. Contractor Check In/Out

All on-site Contractors must check in and check out of each Plant Site in accordance with Administrative Procedures of the Plant. Contractor is required to sign appropriate consent/release form(s) (e.g. Personnel Access Data System (PADS), Fitness for Duty, etc.)

IX. Security Requirements

1. If Contractor is to perform his own security screening and elects to use his own security screening procedures, the procedures must have prior approval of Entergy Operations, Inc.'s Corporate Security Department. Also, the Contractor or its subcontractor(s) will be subject to annual audits and approvals of the program and facilities to ensure compliance with the approved program.
2. Prior to providing personnel to perform services on Owner's premises, Contractor shall strictly comply with the employment eligibility verification requirements of the Immigration and Nationality Act. Specifically, Section 274A of the Immigration and Nationality Act, as amended by the Immigration Reform and Control Act of 1986 requires employers to hire only United States citizens and aliens who are authorized to work in the United States. Employers must verify employment eligibility of persons hired after November 6, 1986, using the Employment Verification Form (I-9).

X. Environmental Policy

Notifications must be made to and proper approvals obtained from the Site Chemistry/Environmental Department prior to Contractor bringing chemicals on-site, land clearing or grading activities, demolition activities, or bringing diesel/gasoline fuel-burning equipment (i.e., boilers, generators, welders, air compressors, pumps) on-site.

XI. Crane Inspection Requirements

Prior to any crawler, truck or locomotive type crane being brought onto an Entergy Operations' plant site, whether on a rental basis or otherwise, the Contractor must provide evidence to Entergy Operations' designated Contract Manager that the equipment has been inspected in accordance with the most recent revisions of OSHA 1926.550, 1910.180 and ANSI B30.5.

XII. Asbestos

Prior to undertaking any building renovations, demolitions, or movement of temporary buildings or trailers, contact the Site Environmental/Chemistry Department as all activities of this type require an Asbestos Containing Materials (ACM) certification and a ten (10) day notice to the appropriate state regulatory agency prior to the activities commencing. Renovations that have been certified "asbestos free" may not require the 10-day notice; verify this with the Environmental/Chemistry Department. Documentation from all ACM inspections must be retained on file and made available during state regulatory agency inspections, if requested.

XIII. Use of Computers, Laptops and Wireless-Capable Devices

Entergy Operations must ensure that our IT resources are secure from cyber attack. Therefore:

1. No laptops, computers or other devices may be connected to the Entergy network without prior assessment and approval by the Nuclear IT department. This includes (but is not limited to) connection for the purpose of a VPN or other connection to a vendor network and all wireless-capable computing devices.
2. RIM Blackberries and cellular phones are NOT permitted within the power block at ANY time.
3. Photography (still or video) is prohibited within the Owner Controlled, Protected and/or Vital areas of the Plant without a properly approved Entergy Camera/Photography Authorization form. Camera equipped cell phones are allowed inside these areas; however, use of the cell phone camera is prohibited. Possession of all other cameras or camera equipped devices on the Plant site is prohibited without a properly approved Entergy Camera/Photography Authorization form.

Contact your Contract Manager for directions for obtaining Nuclear IT and/or Security approval of these devices.

**EXHIBIT B
TO CONTRACT NO. 10608027**

DIVERSITY SUBCONTRACTORS AND SUPPLIERS

(a) Plan for Utilization of Diverse Suppliers

Contractor shall comply with the provisions contained in 48 CFR 52.219-8 (May 2004) (Utilization of Small Business Concerns) and 48 CFR 52.219-9 (Jan 2002) (Small Business Subcontracting Plan). For any Contracts that exceed \$500,000, Contractor shall submit a plan for utilizing diverse subcontractors and suppliers to Entergy Operations' Director, Supplier Diversity and Development. The plan shall include a listing of each proposed subcontractor and supplier expected to be directly utilized by Contractor broken out by category of service/material with the targeted spend amount for each. Contractor may use the Subcontracting Plan Template, a copy of which is attached hereto as Schedule 1 to this Exhibit, to satisfy this requirement. Contractor may consult with Entergy Operations' Director, Supplier Diversity and Development or his/her designee for assistance in identifying potential diverse suppliers.

(b) Reporting Diverse Supplier Spending

Contractor's reporting, as prescribed below, shall include a listing of each of the diverse suppliers by company name, address, point of contact, commodity group and/or services and spend amount. Upon request, Contractor shall provide a detailed plan of action to overcome any performance gaps against its initial Subcontracting Plan. Contractor shall provide quarterly reporting of diverse supplier spending through Entergy Operations' third-party managed registration and second tier spend reporting website. For reporting purposes, women owned businesses shall be limited to non-minority women. As such, ethnic minority women owned businesses shall be reported as minority owned businesses and not a part of women owned business reporting. Contractor shall contact Entergy Operations' Supply Chain Director, Supplier Diversity and Development, or his/her designee to gain access to this website.

(c) Maintaining Competitive Business Practices

Nothing contained in the section is intended to imply or to impose any obligation on the part of the Contractor to pay a premium for the utilization of diverse suppliers. Consistent with good business practices, Contractor shall fulfill these requirements while maintaining competitive prices for goods and services procured from all suppliers.

(d) Entergy Operations' Supplier Diversity Contact

Entergy Operations' Supplier Diversity contact is:

Rivers Frederick
Supplier Diversity Manager
Entergy Services, LLC
L-ENT-4A
639 Loyola Avenue
New Orleans, LA 70113
rfreder@entergy.com

