

BBWI FORM  
 PROC-1811b  
 05/01

**CONTRACT NO. 00022841**  
**BECHTEL BWXT IDAHO, LLC (BBWI)**

2525 Fremont Avenue  
 P. O. Box 1625, Idaho Falls, ID 83415-3975  
 OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Geosense  
 2742 St Charles Avenue  
 Idaho Falls, ID 83404

Effective Date: 08/04/2003

To: Nicholas Josten  
 Phone: (208) 528-6152  
 Fax No.: (208) 528-6152

Completion Date: 07/31/2005

**1. STATEMENT OF WORK**

- 1.1. Geosense (Subcontractor) shall furnish Technical Support for the Interpretation and Evaluation of Geophysical Data for the WAG 7 Integrated Probing Project, in accordance with the requirements, terms and conditions specified or referenced in this Contract.
- 1.2. This is a fixed-rate, ceiling-priced, level-of-effort Contract for the period of 08/04/2003 through 07/31/2005. The quantity of hours shown is an estimate to be used during the specified period of this Contract. The estimated quantity does not obligate, guarantee, or imply that this quantity will be purchased. Payment will be made for services rendered and accepted by BBWI. Pricing (i.e., fixed labor rates) is firm for the specified period of this Contract.

**2. RESOURCES**

- 2.1. The Subcontractor shall provide all resources, e.g., materials, labor, tooling, equipment and facilities, necessary to fulfill the requirements of this Contract, except as otherwise specified.

**3. APPLICABLE DOCUMENTS**

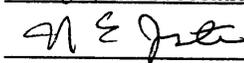
- 3.1. The following documents are incorporated into, and become a part of, this Contract:
  - 3.1.1. Statement of Work, SOW-1138, Revision 0, entitled "Technical Support for the Interpretation and Evaluation of Geophysical Data for the WAG 7 Integrated Probing Project," and dated 10/28/2002.
  - 3.1.2. Form 540.33, "Information/Change Request."

Subcontract Administrator: Derek Flynn	Telephone: (208) 526-1951	Ceiling Price: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days

**Billing Address:**  
 Accounts Payable  
 BBWI  
 P. O. Box 1625  
 Idaho Falls, ID 83415-3117  
 Derek Flynn

Signed:  *for P.J. Simmonds*  
 Bechtel BWXT Idaho, LLC *See Attached* 8/12/03  
 Date

Title: Manager, ICP Subcontracts

Signed:  8/10/03  
 (Subcontractor's Official) Date

Title: Principal

Return one signed copy of this Contract to BBWI.

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3.1.3. Form 540.32, "Procurement Change Notice".

**4. TERMS AND CONDITIONS**

- 4.1. **General Provisions:** The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Nonconstruction Subcontracts and Purchase Orders, Form PROC-183 Rev. April 2003. Note: BBWI's General Provisions are available at the following Internet address:  
**<http://www.inel.gov/procurement/formsdocuments.asp>** .
- 4.2. **Certification of Eligibility:** Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.3. **Supplier Performance Evaluation System (SPES):** BBWI evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status. Information concerning the SPES is available for review at : <http://www.inel.gov/procurement/subcontractor-info.asp>. Select INEEL Supplier Management Program.
- 4.4. **Byrd Amendment:** Subcontractor shall comply with FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions.
- 4.5. **Anti-Kickback Act:** By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
- 4.6. **Information Change Requests:** All Subcontractor requests for information or change during the performance period shall be transmitted to BBWI using Form 540.33, Information/Change Request (I/CR). I/CRs shall be prepared and completed in accordance with the form instructions and submitted directly to the Subcontract Administrator. Form 540.33 is available at: <http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.7. **Technical Changes:** Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.

**5. PRICE**

- 5.1. The ceiling price of this Contract is [REDACTED]
- 5.2. BBWI shall not be obligated to pay the Subcontractor any amount in excess of the ceiling price established in the Contract, and the Subcontractor shall not be obligated to continue performance, if to do so, would exceed that price ceiling, unless and until, BBWI shall have notified the Subcontractor, in writing, that such price ceiling has been increased and shall have specified in such notice a revised price ceiling, which shall thereupon constitute the price ceiling for performance under this Contract.
- 5.3. **Labor:** The ceiling price for labor is [REDACTED] The Subcontractor shall be paid at the hourly labor rate established herein up to 2357 hours for services rendered in performing the statement of work. The hourly labor rate is fully burdened, i.e., it includes all elements of direct cost,

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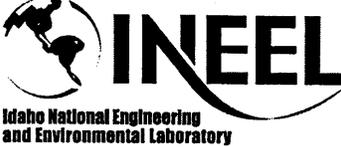
indirect cost, and profit. An increase in maximum hours must have BBWI's concurrence, evidenced by written Amendment to this Contract, in advance of the Subcontractor exceeding the maximum hours. The Subcontractor shall maintain suitable records showing time actually expended by employees by name and applicable labor category; these records must be furnished to BBWI, upon BBWI's request.

- 5.4. Limitation of Funds: Maximum funding of [REDACTED] is available for this Contract from the date of award until otherwise notified, in writing, by the Subcontract Administrator. Subcontractor shall not exceed this maximum funding limitation, unless prior BBWI approval, in writing, is obtained by the Subcontract Administrator. BBWI's obligation for performance of this Contract beyond [REDACTED] is contingent upon the availability of appropriated funds. No liability on the part of BBWI for any payment may arise for performance under this Contract beyond [REDACTED].
- 5.5. Most Favored Customer: By entering into this Contract, Subcontractor warrants that the pricing stated herein is not greater than that charged Subcontractor's most favored customer for like quantities of the same or similar services under like conditions of sale. BBWI and/or the U.S. Government shall have the right to examine Subcontractor's records to ensure compliance with this warranty. Subcontractor agrees to refund any amount paid by Buyer which exceeds the price charged any of Subcontractor's customers for like quantities of the same or similar services under like conditions of sale one year from the date of this Contract.
- 5.6. Billing and Payment: Subcontractor shall be paid upon the submission of itemized monthly invoices for services rendered during the preceding calendar month, less deductions, if any, as herein provided. Invoices must be substantiated by daily time sheet records and a breakdown or list of personnel, labor category, hourly rate and dates of service covered by the invoice. Labor costs will be computed by multiplying the appropriate hourly rate set forth above by the number of direct labor hours actually expended in performance of work. Fractional parts of an hour shall be payable to the nearest half hour. The Subcontractor shall not be compensated for travel time. The hourly rates shown are applicable to all services, regardless of whether they were performed at straight time or overtime work.
6. COMPLETION DATE
- 6.1. This Contract shall be in effect through 07/31/2005.
7. ACCEPTANCE
- 7.1. Acceptance under this Contract occurs at the time BBWI authorizes final payment.
8. ADMINISTRATION
- 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Nicholas Josten.
- 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Derek Flynn, or an authorized Subcontract Administrator named herein or Procurement Manager.

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- 8.3. Technical Representative. All work performed under this Contract shall be subject to the technical direction of Dennis Myers.
- 8.4. Notices: Any notice provided for this action shall be considered as having been given:
- 8.4.1. To BBWI, if mailed electronically via e-mail ("fln@inel.gov") or fax, or if delivered personally to Derek Flynn, or if mailed by U. S. Mail addressed to Derek Flynn, Bechtel BWXT Idaho, LLC, Mailstop 3975, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3975; or
  - 8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 2742 St Charles Avenue, Idaho Falls, ID 83404.

Identifier: SOW-1138 Revision: 0 Date: 10/28/2002 Page: 1 of 2	<b>STATEMENT OF WORK  TECHNICAL SUPPORT FOR THE  INTERPRETATION AND  EVALUATION OF GEOPHYSICAL  DATA FOR THE WAG 7  INTEGRATED PROBING PROJECT</b>	
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## 1. SCOPE

### 1.1 Introduction

Between 1999 and 2001, the INEEL Environmental Restoration Program installed 148 Type A probes in buried waste pits in the SDA. The term "Type A probe" refers to probes installed at the SDA specifically to implement downhole nuclear logging surveys. The probes are sealed, steel casings 14 cm (5.5 in.) in diameter, designed to accommodate geophysical logging tools for investigating in situ conditions in the subsurface waste zones. The standard geophysical logging suite included four tools: (1) a passive spectral gamma tool to detect introduced and natural gamma-emitting radionuclides, (2) a neutron-activated gamma tool to detect neutron-capture gammas emitted by specific elements such as chlorine, (3) a neutron-neutron moisture tool to measure in situ moisture, and (4) a passive neutron tool to detect neutrons produced by spontaneous fission and alpha-neutron reactions initiated by radionuclides in the buried waste. A fifth logging tool, the azimuthal gamma-ray tool, was deployed on a selective basis to measure the direction of incident gamma radiation. The downhole logging tools used at the SDA were developed and operated by GTS Duratek. Interpretation, evaluation and reporting of geophysical logging data has been performed in this contract.

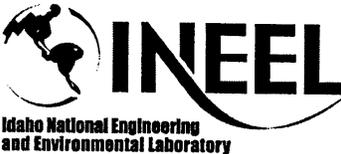
Type A probe installation and logging was performed to address a variety of objectives in several different SDA waste pits. The Type A logging program produced a large quantity of unique subsurface data that have provided an improved understanding of the buried waste environment. The WAG 7 Integrated Probing Project requires additional technical support from this contract.

### 1.2 Work Included

The subcontractor will provide technical support as necessary for the placement of new probes, evaluation of existing data, evaluation of new data, participate in quarterly monitoring activities, and other activities as required for miscellaneous technical support.

Specific activities include, but are not limited to:

- Planning support for new probe locations,
- Support for FY02 data evaluation and the FY02 SDA Probe Summary Report,
- Interfacing with INEEL personnel as necessary to support project activities,
- Support for quarterly evaluation of Type A data, and

Identifier: SOW-1138 Revision: 0 Date: 10/28/2002 Page: 2 of 2	<b>STATEMENT OF WORK  TECHNICAL SUPPORT FOR THE  INTERPRETATION AND  EVALUATION OF GEOPHYSICAL  DATA FOR THE WAG 7  INTEGRATED PROBING PROJECT</b>	
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- Other project support activities as identified by the project engineer or his designees.

**2. APPLICABLE CODES, PROCEDURES, AND REFERENCES**

None

**3. TECHNICAL AND FUNCTIONAL REQUIREMENTS**

Any required or known specific phenomena, techniques, methodologies, performance criteria, and results of previous work that may influence the Suppliers efforts will be provided to the Subcontractor for each task's specific scope, which will be released as incremental funding allows.

**4. ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY ASSURANCE REQUIREMENTS**

None

**5. RESPONSIBILITIES**

Subcontractor must have knowledge of the previous geophysical logging and experience with all of the above mentioned tasks at the INEEL and the RWMC.

**6. DELIVERABLE SCHEDULE**

Individual task deliverables and schedules (with accompanying charge numbers) will be provided to the Subcontractor by Project Engineer or his designee.

**7. SUBMITTALS**

None

**8. ACCEPTANCE**

None

**9. APPENDICES**

None

**10. ATTACHMENTS**

None

**AMENDMENT NO. 1 TO CONTRACT NO. 00022841**

**BECHTEL BWXT IDAHO, LLC (BBWI)**

2525 Fremont Avenue

P. O. Box 1625, Idaho Falls, ID 83415-3975

OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Geosense  
2742 St Charles Avenue  
Idaho Falls, ID 83404

Effective Date: 12/08/2003

To: Nicholas Josten  
Phone: (208) 528-6152  
Fax No.: (208) 528-6152

This Amendment effects the following:

1. Paragraph 5.4., **Limitation of Funds**, is modified to increase the maximum funding available for this contract by [REDACTED] from [REDACTED] to [REDACTED]

Pricing Summary

Price of this Contract

[REDACTED]

Price of this Amendment No. 1

[REDACTED]

Revised Price of this Contract

[REDACTED]

Except to the extent changed by this Amendment No. 1, or to the extent rendered inconsistent herewith, all of the terms and provisions of this Contract remain unchanged and continue in full force and effect.

Subcontract Administrator: Derek Flynn	Telephone: (208) 526-1951
<u>Billing Address:</u> Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117 Subcontract Administrator: Derek Flynn	Signed: <u>D.M. Flynn</u> 12/08/2003 Bechtel BWXT Idaho, LLC Date
	Title: <u>Subcontract Administrator</u>
	Signed: <u>N.Josten</u> 12/8/03 (Subcontractor's Official) Date
	Title: <u>Principal</u>

Return one signed copy to BBWI.