

BBWI FORM  
PROC-1811b  
05/01

**RELEASE NO. 18 UNDER  
BLANKET MASTER CONTRACT NO. 7132  
BECHTEL BWXT IDAHO, LLC (BBWI)**  
2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415-4142  
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Perma-Fix Environmental Services, Inc.  
657 Gallaher Rd  
Kingston, TN 37763

Effective Date: 03/25/2004

To: Jim Morrison  
Phone: (865) 813-1312  
Fax No.: (865) 813-1301

Completion Date: 03/24/2005

**1. STATEMENT OF WORK**

- 1.1. Perma-Fix (Subcontractor) shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Release:
  - 1.1.1. Treatment and Disposal of Backlog MLLW (One 55-gallon container and four 5-gallon containers of PCB waste and one 55-gallon container of paint waste).
- 1.2. This is a fixed-rate, ceiling-priced Release. The quantity of waste shown is an estimate to be processed during the specified period of this Release. The estimated quantity does not obligate, guarantee, or imply that this quantity will be processed. Payment will be made for actual amount of waste processed at the applicable rates established in the BMC and Basic Agreements referenced in Paragraph 4.1. Pricing (i.e., fixed rates) is firm for the specified period of this Release.

**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 Release, except as otherwise specified.

**3. APPLICABLE DOCUMENTS**

- 3.1. The following document(s) are incorporated into, and become a part of, this Release:

Procurement Agent: Scott Drewes	Telephone: (208) 526-1554	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: Scott Drewes BBWI P. O. Box 1625 Idaho Falls, ID 83415-4142  Procurement Fax No.: (208) 526-0529  <b>PQA-04</b>  MAR 24 2004  PSQ APPROVAL & VALIDATION	Signed: <u><i>Scott A. Drewes</i></u>	<u>3/24/04</u> Date
	Bechtel BWXT Idaho, LLC	
	Title: <u>Procurement Agent</u>	
	Signed: _____	_____
(Subcontractor's Official)		Date
Title: _____		

Return one signed copy of this Release to BBWI.

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**4. TERMS AND CONDITIONS**

- 4.1. The terms and conditions of Blanket Master Contract No. 7132, and of the following documents in regard to the PCB waste to be treated and disposed under this Release, are hereby incorporated by reference:
- 4.1.1. Basic Agreement 23900-BA-99446F (formerly 1GB-99446V), "Basic Agreement Between East Tennessee Materials and Energy Corporation and Bechtel Jacobs Company, LLC" and Modifications thereto;
  - 4.1.2. Basic Agreement 23900-BA-99447F (formerly 1GB-99447V), "Basic Agreement Between East Tennessee Materials and Energy Corporation and Bechtel Jacobs Company, LLC" and Modifications thereto;
  - 4.1.3. Basic Agreement 23900-BA-99448F (formerly 1GB-99448V), "Basic Agreement Between East Tennessee Materials and Energy Corporation and Bechtel Jacobs Company, LLC" and Modifications thereto;
  - 4.1.4. The provisions of the Basic Agreements referenced above apply to this Release and are incorporated herein unless such provisions conflict or differ with any provisions in this Release, in which case the provisions of this Release prevail;
  - 4.1.5. Wherever it appears in the Basic Agreements referenced above, the "Seller" shall be considered interchangeable with the term "Subcontractor."
- 4.2. Certification of Eligibility: Subcontractor, by entering into this Release, 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 Release shall constitute an additional basis for termination under the Default Article of the General Provisions.

**5. PRICE**

- 5.1. The ceiling price of this Release is [REDACTED] per the applicable fixed-unit rates established in the BMC, and the Basic Agreements referenced in Paragraph 4.1, for services rendered in performance of this Release.
- 5.2. BBWI shall not be obligated to pay the Subcontractor any amount in excess of the ceiling price established in the Release, 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 Release.
- 5.3. Most Favored Customer: By entering into this Release, 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 Release.

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**6. COMPLETION DATE**

- 6.1. This Release shall be in effect through 03/24/2005.

**7. INSPECTION/ACCEPTANCE**

- 7.1. Due to the quality significance of the services being acquired by this Release, Subcontractor's attention is directed to of the General Provisions. This emphasis shall not be construed in any way to diminish the mandate to comply with, or the enforceability of, any of the General Provisions or other requirements applicable to this Release.
- 7.2. Acceptance under this Release occurs at the time BBWI authorizes final payment.

**8. ADMINISTRATION**

- 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Jim Morrison. Subcontractor agrees that John Hagan will have overall technical direction of the work to be performed by Subcontractor and shall be available at all reasonable times in connection therewith.
- 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Scott Drewes, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein or Procurement Manager.
- 8.3. Technical Representative. All work performed under this Release shall be subject to the technical direction of Stacia Herndon.
- 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 ("sad@inel.gov") or fax, or if delivered personally to Scott Drewes, or if mailed by U. S. Mail addressed to Scott Drewes, Bechtel BWXT Idaho, LLC, Mailstop 4142, P. O. Box 1625, Idaho Falls, Idaho 83415 - 4142; 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 657 Gallaher Rd, Kingston, TN 37763.

**QUALITY CLAUSES APPLICABLE TO TASK ORDER NO. 18 UNDER BLANKET MASTER CONTRACT NO. 7132**

March 25, 2004

1. Clause No. 111 - Price-Anderson Amendments Act (PAAA) Regulatory Liability: The item(s) or service(s) required by this Release is related to nuclear or radiological safety, and is therefore subject to the Price-Anderson Amendments Act-1988 (PAAA) and federal regulations 10 CFR 820, 10 CFR 830 Subpart A, and/or 10 CFR 835. Failure to implement and comply with the requirements of this Release or failure to provide factual information with regard to the quality of the product(s) or service(s) rendered, could result in enforcement action by the Department of Energy (DOE) Office of Price Anderson Enforcement. Enforcement can result in civil penalties and/or criminal prosecution.
2. Clause No. 121 - Standard Requirements Flow-Down: The Supplier shall incorporate all applicable Release requirements into all Supplier-issued procurement documents. Flow-down of Release requirements shall be verbatim, i.e., without change or modification. Lower-tier subcontracting, requires flow-down of all applicable requirements to each supplier, at any tier.
3. Clause No. 241 - ASME NQA-1-1997: The Supplier shall implement and maintain a quality system in accordance with the applicable elements ASME-NQA-1-1997, Quality Assurance Requirements for Nuclear Facility Applications, as defined by the Contractor, Form 414.12B, ASME NQA-1 Applicability Matrix. (See exception below.)
4. Clause No. 434 - Certificate of Disposal or Destruction: The Supplier shall certify that the disposal/destruction of each waste stream is manifested to the Supplier's treatment, storage, and disposal facility (TSDF) or to any alternative source within 30 days of disposal/destruction. The certificate shall include: (See note below.)
  - 4.1. Manifest No.;
  - 4.2. Applicable Disposal Facility Waste Acceptance Approval No.;
  - 4.3. Applicable EPA Waste Code(s) ;
  - 4.4. Waste Stream Weight and Volume;
  - 4.5. Disposal Facility Name, Owner and Address; and
  - 4.6. Signature of Supplier's certifying authority, to include position title and date.
5. Clause No. 521 - Right of Access: The Contractor retains the right to audit, assess, inspect, witness, or test any and all work and/or products supplied under the terms of this Release. Right of access to any and all Supplier or lower-tier Supplier facilities or work locations shall be afforded to the authorized Contractor representative at all reasonable times.
6. Clause No. 832 - Special Packaging/Shipping/Rigging: The supplier shall prepare and submit a packaging, shipping, and rigging procedure as required by this Release. The procedure shall contain the following:
  - 6.1. Measures taken to prevent damage in transit;
  - 6.2. Detailed description of the design of the container;
  - 6.3. Overall dimensions of container and approximate loaded weight;
  - 6.4. Recommended method for off-loading (e.g., fork lift);
  - 6.5. Special off-loading devices (e.g., special slings);
  - 6.6. Special instructions to assure proper packaging for storage;
  - 6.7. Special instructions for marking, if applicable; and
  - 6.8. Special transport requirements, if applicable (e.g., Air Ride Van).

**Exception** to Quality Clause No. 241: ASME NQA-1, 1997 edition is hereby replaced with ASME NQA-1, 1994 edition. Applicable elements from the 1994 edition are: BR 1, 2, 5, 6, 7, 11, 12, 13, 15, 16, 17, and 18.

**Note** to Quality Clause No. 434: Perma-Fix shall provide BBWI a copy of the Certificate of Disposal/Destruction (CD) upon receipt of the CD from the disposal facility.