

BBWI FORM
 FCC-1811b
 05/01

CONTRACT NO. 21096
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-AC07-89ID13727

To: Arnold Machinery
 3330 N Yellowstone Hwy
 Idaho Falls, ID 83401

Effective Date: 06/19/2003

To: Greg Howard
 Phone: (208) 523-0822
 Fax No.: (208) 523-9918

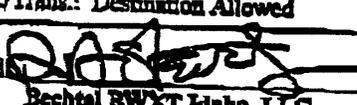
Completion Date: 06/22/2005

1. STATEMENT OF WORK

1.1. Arnold Machinery (Subcontractor) shall furnish the following goods and services, in accordance with the requirements, terms and conditions specified or referenced in this Contract:

Item No.	QTY	UOM	Description	Unit Price	Extended Price
1	24	MO	Rental of Hyster Fork Lift Model No. H360HD, Serial No. E019E017862, with a capacity of 36,000 lbs., lift height of 212", 8' forks, side shift, fork adjustment, backup alarm, strobe light, fire extinguisher, heater, defrost fan, and routine scheduled maintenance per manufacturer's recommendations.		

1.2. All routine maintenance and emergency repair work shall be done off site. Routine maintenance on the Fork Lift shall be scheduled to minimize down time, i.e., Fork Lift shall be picked up on a Thursday afternoon, hauled to the Subcontractor's facility for maintenance, and then returned to the INEEL on the following Monday morning. Subcontractor shall provide 24-hour response to emergency repair calls, i.e., pick up Fork Lift within 24 hours notice and haul it to Subcontractor's facility for repair work, and then return it to the INEEL when repairs are done. If equipment is immobile and cannot be moved off site for repairs, special arrangements may be made for on site repair work, on a case-by-case basis.

Subcontract Administrator: Scott A. Drewes		Telephone: (208) 526-1554	Coiling Price: [REDACTED]
Ship via: Supplier Method		F.O.B./Trans.: Destination Allowed	Cash Terms: Net 30 Days
Billing Address: Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117	Ship-To Address: BBWI INEEL, WMF Scoville, ID 83415 Ref PO # 21096	Signed:  Bechtel BWXT Idaho, LLC Date: 6/19/03	Title: <u>Manager, Procurement Operations Department</u>
		Signed:  (Subcontractor's Official) Date: 6/26/03	Title: <u>Saki</u> Return one signed copy of this Contract to BBWI

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2. **RESOURCES**

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

3. **APPLICABLE DOCUMENTS**

- 3.1. The following document(s) are incorporated into, and become a part of, this Contract:
- 3.1.1. Subcontractor Requirements Manual (SRM), required parts identified in "Form 540.10, Checklist of Subcontractor Requirements for On-Site Work," applicable to Contract No. 21096. The Subcontractor and all lower-tiers shall perform work in accordance with the SRM, to the extent specified therein. The Subcontract Administrator (SA) shall notify the Subcontractor of changes to the SRM. The Subcontractor shall notify the SA within 15 days of the notification if any material impact on cost or schedule results from the SRM change. The notice shall include an assessment of the cost or schedule impact associated with the SRM change. The SA shall provide direction to proceed or not proceed with the SRM change. If direction is provided to proceed, the Subcontractor must proceed with the execution of the work as modified by the SRM change and a request for equitable adjustment may be submitted by the Subcontractor consistent with the Changes clause.
 - 3.1.2. Form 540.33, "Information/Change Request."
 - 3.1.3. Form 540.32, "Procurement Change Notice."
 - 3.1.4. Form PROC-1861, "Occurrence Notification, and Reporting by the Supplier."

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. Sales Tax: BBWI has been granted Direct Pay Authority for Idaho Sales Tax by the Idaho Tax Commission.
- 4.4. Hazards Training: Pursuant to 29 CFR 1910.1200, BBWI will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INEEL.
- 4.5. Subcontractor Employees: In carrying out the work under this Contract, the Subcontractor's employees shall be and remain employees of the Subcontractor, and shall not be deemed BBWI employees. The Subcontractor has a responsibility to convey this fact to employees performing work at BBWI facilities. As such, all personnel issues involving Subcontractor employees, such

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as discipline, request for pay raises, and other related matters, shall be appropriately resolved by the Subcontractor.

- 4.6. Sensitive Information: When Subcontractor's employee(s) will, or could have, access to sensitive information pertaining to any business or government agency, Subcontractor shall ensure that its employee(s) is aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of BBWI.
- 4.7. On-Site Equipment Use Requirements: All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.
- 4.8. 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.
- 4.9. Asbestos Containing Materials: The Subcontractor, (Subcontractor is defined to include the subcontractor, its officers, agents, employees, and all lower-tier subcontractors), shall not use asbestos containing materials (ACM), as defined in 29 CFR 1910.1001, in the work provided under this Contract. By entering into this Contract, Subcontractor certifies that the item(s) provided under this Contract will not contain any ACM. The Subcontractor acknowledges that BBWI and DOE have responsibilities to employees at the INEEL facilities per 29 CFR 1910.1001 to determine the presence, location, and quantity of ACM and to provide this information to employees. The Subcontractor acknowledges that this legal responsibility cannot be met and that BBWI may incur liability, if the Subcontractor uses any ACM in performance of this Contract. The Subcontractor indemnifies DOE and BBWI against all liability and costs resulting from Subcontractor's use of any ACM in work provided under this Contract and for all legal fees and costs incurred in enforcing this indemnification.
- 4.10. 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>
- 4.11. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.

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5. PRICE

- 5.1. The ceiling price of this Contract is ██████████ based on a maximum 24 month rental period @ ██████████ per month. Price includes routine maintenance per manufacturer's recommendations. The rental rate is firm for the specified period of this Contract
- 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. 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 goods and 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 goods and services under like conditions of sale one year from the date of this Contract.
- 5.4. Billing and Payment: Subcontractor shall be paid upon the submission of detailed monthly invoices for rent during the preceding calendar month, less deductions, if any, as herein provided.

6. COMPLETION DATE

- 6.1. Subcontractor shall complete all preparatory work and deliver the goods required by this Contract on or before 06/23/2003. (Note: This is the date goods must be received at the ship-to destination).
 - 6.1.1. No deliveries will be received on Fridays, Saturdays, Sundays or Holidays, nor after 3:30 p.m. Monday through Thursday, unless specific prior authorization is obtained from one of the BBWI personnel identified in the " Administration and Legal Jurisdiction" paragraph.
- 6.2. The 24-month rental period begins 06/23/2003 and ends 06/22/2005. No extensions to this rental period are authorized without the express written approval of the BBWI Subcontract Administrator or his designee, as evidenced by a signed written Amendment to this Contract.
- 6.3. Shipping/Transportation Terms
 - 6.3.1. The Subcontractor shall own the goods in transit and file any claim for damage in shipment. Subcontractor shall pay the carrier and bear the costs.
 - 6.3.2. This Contract shall be shipped complete. Partial shipments will not be accepted.
 - 6.3.3. The Contract number must appear on all shipping containers, documents, invoices, and correspondence.
 - 6.3.4. Goods shall be shipped to: BBWI, INEEL, WMF-611, Scoville, ID 83415 Contract No. 21096, Attn.: Ed Caudle.
 - 6.3.5. All containers shall include detailed packing lists.

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7. **INSPECTION/ACCEPTANCE**

- 7.1. Final inspection of material, equipment, or services under this Contract will be performed at the INEEL. 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 Greg Howard.
- 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 A. Drewes, or another authorized Subcontract Administrator, or a Procurement Manager.
- 8.3. **Technical Direction and Occurrence Reporting Representative.** All work performed under this Contract shall be subject to the technical direction of the Contractor Technical Representative (CTR), who is Ed Caudle. Technical direction includes:
- 8.3.1. Directions to the Subcontractor, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the requirements of the Contract.
- 8.3.2. Providing written information which assists in the interpretation of drawings, specifications and technical information to be delivered under the Contract.
- 8.3.3. Coordination and compliance assurance of all ES&H requirements of the Contract.
- 8.4. Technical direction must be within scope of work stated in the Contract. The CTR is not authorized to make any changes to the Contract, including the terms and conditions, specifications and drawings, and Statement of Work. Changes shall only be made by the Subcontract Administrator by proper written amendment, change order, or change notice unless otherwise expressly provided for by the Contract.
- 8.5. **Notices:** Any notice provided for this action shall be considered as having been given:
- 8.5.1. To BBWI, if mailed electronically via e-mail ("sad@inel.gov") or fax, or if delivered personally to Scott A. Drewes, or if mailed by U. S. Mail addressed to Scott A. Drewes, Bechtel BWXT Idaho, LLC, Mailstop 4142, P. O. Box 1625, Idaho Falls, Idaho 83415 - 4142; or
- 8.5.2. 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 3330 N Yellowstone Hwy, Idaho Falls, ID 83401.

Subcontractor Requirements Manual (SRM) Applicability

Work Identifier/Description:	Forklift (rental)
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The Subcontractors Requirements Manual (SRM) is applicable to all or portions of the work performed under this Subcontract as specified herein. Work shall be performed in accordance with the SRM to the extent specified. Prior to initiating work, the Subcontractor and the assigned Subcontract Technical Representative (STR) shall review, acknowledge, and concur with SRM applicability, as defined herein.

The most current version of the Subcontractor Requirements Manual (SRM) is available online at:

<http://www.inel.gov/procurement/formsdocuments.asp>.

The SRM version in effect for this Subcontract is: TOC-59 Revision [89395] or any subsequent version put into effect prior to award or any subsequent version put into effect during the performance period of the Subcontract.

<p>For Reference Only TOC-59 Table of Contents (TOC) LST-27 Glossary PDD-1001 Subcontractor Requirements Program Description</p> <p><u>1000 Administration</u> <input checked="" type="checkbox"/> PRD-1002 Safeguards & Security Requirements <input checked="" type="checkbox"/> PRD-1003 General Requirements <input checked="" type="checkbox"/> PRD-1004 Stop Work Action <input type="checkbox"/> PRD-1006 Safety Surveillance <input type="checkbox"/> PRD-1007 Work Coordination & Hazard Control</p> <p><u>2000 Safety & Health</u> <input type="checkbox"/> 2000 Series is incorporated as applicable to the work. Series 2000 consists of the following:</p> <p>PRD-2001 Personal Protective Equipment PRD-2002 Fall Protection PRD-2003 Ladders PRD-2004 Scaffolding PRD-2005 Walking and Working Surfaces PRD-2006 Aerial Lifts & Elevating Work Platforms PRD-2007 Hoisting & Rigging PRD-2008 Structural Steel Erection PRD-2009 Compressed Gases PRD-2010 Welding, Cutting, and Other Hot Work PRD-2011 Electrical Safety PRD-2012 Lockout & Tagout PRD-2013 Concrete & Masonry PRD-2014 Excavations & Surface Penetrations PRD-2015 Hand & Portable Power Tools PRD-2016 Material Handling Storage, and Disposal PRD-2019 Motor Vehicle Safety PRD-2020 Heavy Industrial Vehicles PRD-2021 Powered Industrial Trucks PRD-2022 Safety Signs, Color Codes, & Barriers PRD-2023 Temporary Facilities PRD-2024 Demolition PRD-2025 Explosives Safety PRD-2101 Hazard Communication PRD-2102 Disease Control PRD-2105 Lead PRD-2107 Heat & Cold Stress PRD-2108 Hearing Conservation PRD-2109 Respiratory Protection PRD-2110 Confined Spaces PRD-2111 Exposure Assessments PRD-2112 Lasers PRD-2201 Flammable & Combustible Liquid Storage PRD-2202 Fire Protection</p>	<p><u>3000 Radiological Control</u> <input type="checkbox"/> PRD-3001 Radiological Control</p> <p><u>4000 Environmental</u> <input type="checkbox"/> PRD-4001 Environmental Requirements for Subcontractor Equipment and Service</p> <p><u>5000 Quality Assurance</u> <input type="checkbox"/> 5000 Series is incorporated as applicable to the work.</p> <p><input type="checkbox"/> PRD-5001 Training & Indoctrination <input type="checkbox"/> PRD-5002 Change Control <input type="checkbox"/> PRD-5003 Vendor Data Control <input type="checkbox"/> PRD-5004 Procurement Document Control <input type="checkbox"/> PRD-5005 Procedure Development <input type="checkbox"/> PRD-5006 Subcontractor/Supplier Quality Plan (SQP) <input type="checkbox"/> PRD-5007 Document Control <input type="checkbox"/> PRD-5008 Control of Purchased Items <input type="checkbox"/> PRD-5009 Material Traceability <input type="checkbox"/> PRD-5010 Weld Record Packages <input type="checkbox"/> PRD-5012 Survey Equipment Calibration & Control <input type="checkbox"/> PRD-5014 Test Control <input type="checkbox"/> PRD-5015 Control of Measuring & Testing Equipment <input type="checkbox"/> PRD-5016 Material & Equip. Storage, Handling & Maint. <input type="checkbox"/> PRD-5017 Inspection & Test Status <input type="checkbox"/> PRD-5018 Control of Nonconforming Items</p>
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OCCURRENCE NOTIFICATIONS AND REPORTING BY THE SUPPLIER

For directions on use refer to the Article by this name in the applicable General Provisions

1. Any activity which adversely affects the safety of another operating or construction contractor.
2. Any release of contamination beyond the facility fence, including contaminated personnel and equipment.
3. Suspected contamination, requiring survey of an employee's or visitor's house, vehicle, or other possessions.
4. Any unplanned activation of an emergency system.
5. Violation of Technical Specifications including Administrative Limits.
6. Any unplanned event which could result in public concern, (whether valid or not), e.g., report of a contaminated roadway which upon investigation proves incorrect.
7. Any discharge of hazardous or toxic material (planned or unplanned) to the environment.
8. Personnel contamination involving skin or personal clothing, resulting from inadequate work practices, procedures, or engineered systems.
9. Frequent, widespread, or systemic difficulty with quality and/or operability of new equipment and instrumentation.
10. Fire or property damage incidents less than Type A or B as defined in Doe Order 5484.1 "Environmental protection, Safety and Health Protection Information Requirements".
11. Serious physical injury to personnel.
12. Any other unscheduled outage or shutdown resulting in a delay of more that eight (8) hours.
13. Equipment or personnel actions that adversely affect facility operation.
14. Major theft or loss of equipment, material, components, plans or items.
15. Use of flammable, toxic, explosive, or other unsafe or dangerous processes, chemicals, materials, or methods previously banned or prohibited.