

BBWI FORM
 PROC-1811b
 05/01



CONTRACT NO. 00024964
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-AC07-99IDI3727

To: BNFL, Inc.
 1970 E 17th St.
 Idaho Falls, ID 83404

Effective Date: 10/01/2003

To: Eric Anderson
 Phone: (208) 557-7013
 Fax No.: (208) 524-4442

Completion Date: 09/30/2006

1. STATEMENT OF WORK

- 1.1. BNFL, Inc. (Subcontractor) shall furnish short-term, low-complexity labor tasks and lend portable or mobile equipment as identified in individual amendments, in accordance with the requirements, terms and conditions specified or referenced in this Contract
- 1.2. This is a ceiling-priced Contract for the period of 10/01/2003 through 09/30/2006. Payment will be made for services rendered and accepted by BBWI. Pricing for each amendment will be firm-fixed priced for the specified period of each Amendment.
- 1.3. This Contract establishes an agreement between the parties, with no initial work assignments. BBWI shall not pay for any work performed by the Subcontractor which is not authorized by an amendment in accordance with the provisions of this Contract. As appropriate, each amendment shall indicate: (1) scope of work; (2) individuals assigned (if labor task); (3) equipment to be borrowed; (4) pricing; (5) period of performance; and (6) such other information and provisions as are agreed upon by the parties. The execution of this Subcontract does not obligate BBWI to assign any work to the Subcontractor.

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.

Subcontract Administrator: Kristy R. Rider	Telephone: (208) 526-1553	Ceiling Price: XXXXXXXXXX
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 Kristy R. Rider	Signed: <u><i>Jim Ammons</i></u> Bechtel BWXT Idaho, LLC	<u>10/6/03</u> Date
	Title: <u>Manager, ICP Subcontracts</u>	
	Signed: <u><i>Barbara Clezie</i></u> (Subcontractor's Official)	<u>10/28/03</u> Date
	Title: <u><i>AMWTP Contracts Manager</i></u> Return one signed copy of this Contract to BBWI.	

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3. APPLICABLE DOCUMENTS

3.1. The following documents are incorporated into, and become a part of, this Contract:

- 3.1.1. Form 540.33, "Information/Change Request."
- 3.1.2. Form 540.32, "Procurement Change Notice".
- 3.1.3. 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. 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.
- 4.4. 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]. No funds are presently obligated for any work. BBWI will issue Amendments to this Contract with discrete scopes of work a required obligation of funds.
- 5.2. 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.

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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 09/30/2006.

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 Eric Anderson.

8.2. **Administrative and Legal Jurisdiction.** Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Kristy R. Rider, or an authorized Subcontract Administrator named herein or Procurement Manager.

8.3. **Technical Representative.** All work performed under this Contract shall be subject to the technical direction of James Pletscher.

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 ("kri@inel.gov") or fax, or if delivered personally to Kristy R. Rider, or if mailed by U. S. Mail addressed to Kristy R. Rider, 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 1970 E 17th St., Idaho Falls, ID 83404.