

BBWI FORM
PROC-1811b
05/01

BLANKET MASTER CONTRACT NO. 00000418
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: Envirocare of Utah
 Kaylin Loveland
 46 W Broadway Suite 240
 Salt Lake City, UT 84101

To: Kaylin Loveland
 Phone: (801) 532-1330
 Fax: (801) 537-7345

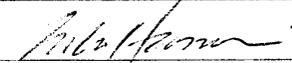
Completion Date: 09/30/2004

1. STATEMENT OF WORK

- 1.1. The Subcontractor shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Blanket Master Contract (BMC):
 Characterization, Treatment and Disposal of Idaho National Engineering & Environmental Laboratory (INEEL) Mixed Low Level Waste (MLLW) in accordance with the "Statement of Work for the Commercial Treatment and Disposal of Mixed Low Level Waste" dated January 22, 2002.
- 1.2. This Blanket Master Contract (BMC) establishes an agreement between the parties, with no initial work assignments and no initial monetary commitments, under which tasks may be ordered by BBWI. The Releases shall be Fixed Unit Price Orders with specific work. BBWI shall not pay for any work performed by the Subcontractor which is not required by an appropriately executed Release. The execution of a Release by the parties to this BMC shall cause the work to be performed in accordance with the provisions of the Release and the provisions hereof. As appropriate, for a particular Release, a provision(s) of this BMC may be amended in a Release and such Amendment shall apply only to that Release. Each Release shall indicate: (1) scope of work; (2) pricing; (3) period of performance; (4) method of payment if different than that provided herein; and (5) such other information and provisions as are agreed upon by the parties. The execution of this BMC does not obligate BBWI to assign any work to the Subcontractor, but it shall be the responsibility of the Subcontractor without any cost or expense to BBWI to provide proposals, upon request, for Releases hereunder.

Procurement Agent: Jim Alberico	Telephone: (208) 526-0733	Ceiling Price: \$0
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
 Jim Alberico

Signed:  2-04-02
Bechtel BWXT Idaho, LLC Date
 Title: Director, Supply Chain Management and Contracts
 Signed: _____
 (Subcontractor's Official) Date
 Title: _____

Return one signed copy of this BMC to BBWI.

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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 BMC, except as otherwise specified.

3. **APPLICABLE DOCUMENTS**

The following documents are incorporated into, and become a part of, this BMC:

- 3.1. "Statement of Work for the Commercial Treatment and Disposal of Mixed Low Level Waste" dated January 22, 2002, pages 1-8.
- 3.2. Envirocare of Utah, Inc. Disposal Agreement, including Schedules A, B, and C), dated January 29, 2002, pages 1-22.
- 3.3. Service Contract Act: This BMC is subject to the provisions of the Service Contract Act. The current Wage Determination for the State of Utah shall apply. The Subcontractor agrees to the Amendment of this BMC to include any subsequent wage determination and that any equitable resultant adjustment shall address only incremental direct labor and fringe benefits costs. Any questions regarding payment of wages and fringe benefits should be referred to the U.S. Department of Labor Office servicing your geographical area.
- 3.4. Wage Determination: A Department of Labor Wage Determination will be issued annually during the term of this BMC and will be incorporated via Amendment; the Amendment will address incremental direct labor and fringe benefits costs only. If an updated wage determination is not issued then the Subcontractor shall continue to apply the wage determination currently specified in this BMC. Incorporation of the annual wage determination will serve as the only mechanism to adjust the pricing for labor under this BMC.

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. November 21, 2000, which do not conflict with the Envirocare of Utah, Inc. Disposal Agreement. Article A.6, "Passage of Title and Liens" is hereby deleted. Article A.19, "Cost or Pricing Data – Modifications" is only applicable if the Release or a Modification to a Release will exceed the threshold set forth in FAR 15.403-4.
- 4.2. Note: BBWI's General Provisions are available at the following Internet address:
<http://iweb.inel.gov/supplychaingmt/procurement/forms-documents.shtml> .
- 4.3. Certification of Eligibility: Subcontractor, by entering into this BMC, 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 BMC shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.4. Sales Tax: BBWI has been granted Direct Pay Authority for Idaho Sales Tax by the Idaho Tax Commission.
- 4.5. Anti-Kickback Act: By acceptance of this BMC, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.

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5. PRICE

- 5.1. Releases issued hereunder will be on a fixed unit price basis and pricing will be established in each Release in accordance with Schedule C of the Envirocare of Utah, Inc. Disposal Agreement.

6. PERIOD OF PERFORMANCE AND COMPLETION DATE

- 6.1. This BMC shall be effective from 05/22/2001 and in effect through 09/30/2004.

7. INSPECTION/ACCEPTANCE

- 7.1. Due to the quality significance of the goods being acquired by this BMC, Subcontractor's attention is directed to Article A.7 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 BMC.
- 7.2. Final inspection of material, equipment or services under this BMC will be performed at the INEEL and is subject to the following "final acceptance" paragraph:
- 7.3. Acceptance under Releases issued hereunder occurs at the time BBWI authorizes final payment.

8. ADMINISTRATION

- 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Kaylin Loveland.
- 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Jim Alberico, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein, Procurement Supervisor, or Procurement Manager.
- 8.3. Technical Jurisdiction and Occurrence Reporting Representative. All work performed under this BMC shall be under the technical jurisdiction of the person named under each Release. Such jurisdiction is to extend only to the assignment and coordination of work within the work under Releases pursuant to this BMC.
- 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 ("aaj@inel.gov") or fax, or if delivered personally to Jim Alberico, or if mailed by U. S. Mail addressed to Jim Alberico, Bechtel BWXT Idaho, LLC, Mailstop 3975, 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 Kaylin Loveland, 46 W Broadway Suite 240, Salt Lake City, UT 84101.