



Br. 2

16 May 2017

USNRC Region 1  
2100 Renaissance Boulevard, Suite 100  
King of Prussia, PA 19406

Attn: Betsy Ullrich, Senior Health Physicist

03038398

RE: Request for Termination, License No. 20-31425-01

Dear Ms. Ullrich:

Pursuant to our communications, Cashman Dredging International, LLC requests the termination of its Radioactive Materials License No. 20-31425-01. Attached please find the following support documents:

- Vega Americas' quote to convert the gauge from a Specific License to a Generally Licensed gauge.
- Cashman's purchase order to Vega Americas.
- The Vega Americas' field technician's report.
- The leak test results relating to the field technician's report.

I trust that this request and the attached documents are sufficient for terminating our Radioactive Materials License. Should you require additional information or clarification, please contact me at your convenience.

Best Regards,  
Cashman Dredging International, LLC

Frank J. Belesimo  
Executive Vice President

REC'D IN LAT. 5/16/17

594746  
NMS9/RGN1 MATERIALS-002

**Quote No. 4035636**

VEGA Americas, Inc. \* 4170 Rosslyn Drive \* Cincinnati \* OH 45209 \* USA

Jay Cashman Inc.  
Mr. William Hussin  
549 South Street  
Quincy MA 02269

Enquiry Date: 04/12/17  
Customer No.: 505752  
Date: 04/12/17

**Customer Enquiry: Convert from Specific License to General License**

Mr. Hussin,  
Please reference this quotation number 4035636 on your PO#  
Thank you for the opportunity to quote these items.  
Kerry

| Pos. | Quantity | Instrument Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Unit Price<br>USD | Total Price<br>USD              |
|------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------|
| 1    |          | All radioactive materials must be prepared for shipment by someone who is specifically licensed to do so. If you are not licensed to prepare for shipment, our service engineer will come to your site to supervise your personnel in the safe removal of the source holder, perform the required survey and leak test, affix all appropriate labels, and assist in the completion of the bill of lading. <b>A PO must be submitted and a return number issued prior to returning any product.</b> The source holder should then be shipped prepaid by common carrier. After the source is received and all information verified, you will receive a letter of transfer of ownership. |                   |                                 |
| 1    |          | <b>Source Service/Return/Possession<br/>SCRRTN.OTH<br/>eID: US21744855</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 500.00            | 500.00                          |
|      |          | Source disposition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   | Return OTH: SOURCE HANDLING FEE |

To send back an SR-1A source holder with 1000 mCi of Sc-137 and have it converted to a General license source holder.

**Quote No. 4035636**

| Pos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Quantity | Instrument Type                                                   | Unit Price<br>USD                              | Total Price<br>USD |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------|------------------------------------------------|--------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |                                                                   | <b>Carried over Value of Goods Net Page 1:</b> | <b>500.00</b>      |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1        | <b>Periodic service<br/>SERVICE-PS.<br/>eID: US22110739</b>       | 4,000.00                                       | 4,000.00           |
| <p>Field service estimate for travel time and expenses, one day of service, and living expenses.<br/> <b>Actuals will be billed according to current rate sheet.</b><br/>                     If your license does not allow you to remove your gauges, <b>our field service tech will SUPERVISE the removal of the gauges as the licensed entity</b>, perform the leak tests and make sure they are locked off before they are removed and decommissioned. <b>YOUR PERSONNEL</b> will then physically remove the source holders and mount them in DOT Certified 7A crates. Our Tech will then survey the package, fill out and attach the shipping labels and prepare the paperwork. <b>Customer is responsible for freight, please contact your carrier to have them shipped to our recycler or back to VEGA Americas, Inc.</b></p> |          |                                                                   |                                                |                    |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          | 2nd trip back to customer site to recommission the source holder. |                                                |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1        | <b>Periodic service<br/>SERVICE-PS.<br/>eID: US22110739</b>       | 4,000.00                                       | 4,000.00           |
| <p>Field service estimate for travel time and expenses, one day of service, and living expenses.<br/> <b>Actuals will be billed according to current rate sheet.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                                                                   |                                                |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |                                                                   | <b>Total net USD:</b>                          | <b>8,500.00</b>    |

**Transaction Information**

Quote valid until: 05/12/17  
 Payment Terms: 45 Days Net  
 Ship Date : TBD  
 Incoterm: Carriage Paid To (CPT - INCOTERMS 2010)  
 Incoterm Location: VEGA Dock  
 Ship Via: Motor Freight

**Contacts at VEGA Americas, Inc.:**

**Order Administrator**     **Kerry Kelly**  
 Phone: 513 272 4172  
 Fax: 513 272 0133  
 E-mail: k.kelly@vega.com

## Quote No. 4035636

### Contacts at VEGA Americas, Inc.:

**Technical Specialist**      **Kerry Kelly**  
Phone: 513 272 4172  
Fax: 513 272 0133  
E-mail: k.kelly@vega.com

- Page 3/3 -

VEGA Americas, Inc.  
4170 Rosslyn Drive  
Cincinnati, OH 45209  
U.S.A.

Tel 513 272 0131  
Fax 513 272 0133  
americas@vega.com  
orders.us@vega.com  
www.vega-americas.com

US Remit to Address:  
VEGA Americas, Inc.  
PO Box 640162  
Cincinnati, OH 45264-0162  
US Bank  
SWIFT No: USBKUS44IMT  
ABA Routing: 042000013  
Account No: 821710100

Canadian Funds Remit To:  
VEGA Americas, Inc.  
Account #: 1002823  
Transit #: 01014, Bank #: 0003  
Wire Transfer:  
Royal Bank of Canada  
180 Wellington St. W  
Toronto, ON M5J 1J1  
SWIFT: RBYCCAT3

Euro Funds Remit To:  
VEGA Americas, Inc.  
Financial Institution - Standard Chartered  
Bank, Frankfurt

SWIFT No: SCBLDEFX  
IBAN No: DE48512305000500047904  
Account No: 500047904



Field Service # 6243661-12645  
 CO # 6166647  
 Service PO # 4312-216  
 Visit Date(s) 18-Apr-2017 Page \_\_\_ of \_\_\_  
 Customer Contact Aaron Barton  
 Customer Phone# 1-617-645-3697  
 Customer RSO Bill Hussin

4241 Allendorf Drive  
 Cincinnati, OH 45209

Phone: (513)272-0131 Fax:(513)272-0133

| Invoice Address | Service Address  | Equipment Worked On |              |       |       |
|-----------------|------------------|---------------------|--------------|-------|-------|
|                 |                  | Level               | Density      | Scale | Other |
|                 | Cashman Dredging |                     |              |       |       |
|                 | 3415 SW 96 St    |                     |              |       |       |
|                 | Stuart FL 34997  | Ion Chamber         | Scintillator |       | Vega  |
|                 |                  |                     |              |       |       |
|                 |                  | Smart Pro           | HART         |       | Other |
|                 |                  |                     |              |       |       |

Nuclear Services (Leak Test, Shutter Checks)


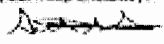
Monday April 17-2017  
 Travel from Edmonton , AB Canada to Stuart FL

Tuesday April 18-2017  
 Arrived at site and met with site contact Dan Hassat. Walked through job which is to remove and package source for transfer. Performed leak test, shutter check and safety survey of source and no issues to report. Removed source and placed into customer made Type7A shipping crate. Applied all applicable labels and prepared Bill of Lading for shipment. Had VEGA America's line up truck for shipping and waited for pickup. Truck arrived and took source.

Wednesday April 19-2017  
 Travelled from West Palm Beach FL to Edmonton AB Canada

|                           |                          |                                     |                     |                          |                          |                 |                          |                          |
|---------------------------|--------------------------|-------------------------------------|---------------------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|
| Radiation Safety Training | Yes                      | No                                  | Leak Test Performed | Yes                      | No                       | Radation Survey | Yes                      | No                       |
|                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                     | <input type="checkbox"/> | <input type="checkbox"/> |                 | <input type="checkbox"/> | <input type="checkbox"/> |

VEGA Americas, Inc believes strongly in the safe use of radioactive material by applying the ALARA principle. No comments, written or verbal, by any VEGA employee should be considered as a deviation from that philosophy or as permission to violate any regulation or condition of your license. Compliance with your license requirement and the appropriate regulations is your responsibility.

Customer Signature  Service Representative   
 Printed name Scott Scheu

## LEAK TEST AND SOURCE HOLDER REPORT

Field Service Order Number: 6243661-12645      Customer: Cashman Dredging      TESTED BY Scott Scheu      DATE 18-Apr-17  
 Address: 3415 SW 96 St      RSO Bill Hussin  
 Customer P.O. Number: 4312-216      Stuart FL 34997      PHONE NO. 617-890-0600  
 Attn: Bill Hussin      FAX NO. 617-890-0606  
 E-MAIL bhussin@jaycashman.com

A SOURCE THAT TESTS OKAY HAS REMOVABLE CONTAMINATION OF LESS THAN 0.005 MICROCURIES

| WIPE NO. | SHOP ORDER | ISOTOPE | SERIAL # | mCi  | SOURCE HOLDER | SHIP DATE | CUSTOMER SOURCE # | LEAK TEST PERFORMED | LEAK TEST RESULTS | SHUTTER OPERATION | HOLDER CONDITION      | TAG CONDITION |
|----------|------------|---------|----------|------|---------------|-----------|-------------------|---------------------|-------------------|-------------------|-----------------------|---------------|
| 1        | 6166647    | Cs-137  | 2284CO   | 1000 | SR-1A-0       | Apr-13    | Transfer          | Yes                 | Neg               | Operates Freely   | Slight Rust/Corrosion | Legible       |
| 2        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 3        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 4        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 5        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 6        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 7        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 8        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 9        |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 10       |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 11       |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 12       |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 13       |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 14       |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |
| 15       |            |         |          |      |               |           |                   |                     |                   |                   |                       |               |

Leak Test Frequency       6 months       Yearly       Every 3 years       Other \_\_\_\_\_

**STRAIGHT BILL OF LADING - SHORT FORM**

ORIGINAL - NOT NEGOTIABLE

\_\_\_\_\_ 1 OF \_\_\_\_\_ 1

YRC \_\_\_\_\_ (Name of Carrier)

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

From:

**Company** Cashman Dredging

**Address:** 3415 SW 96 St  
Stuart FL 34997

The property described below, in apparent good order, except as noted (content and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading Set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classifications or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

**Consigned to** VEGA Americas, Inc.  
**Destination** 4241 Allendorf Drive Cincinnati, OH 45209  
**Route** \_\_\_\_\_

| No. Pkg. | H/ M | Kind of Packages, Description of Articles, Special Marks and Exceptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | *Weight Sub. to Cor. | Principal Radioactive Contents      | Activity of Contents  | T.I. | Type Label Radioactive |
|----------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------|-----------------------|------|------------------------|
| 1        | X    | UN 2915, RADIOACTIVE MATERIAL, TYPE A PACKAGE, 7<br>1 CRT STC 1 CASK[S]<br><br>Solid Metallic Material<br>Solid Metallic<br>No Placards Required per 49CFR172.504<br><br>THIRD PARTY BILLING:<br>WORLDWIDE EXPRESS BOL# 85024110<br>2323 VICTORY AVENUE STE 1600, DALLAS TX 75219<br><br>This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to applicable regulations of the Department of Transportation.<br><br>24 Hour Emergency Contact: Chem-Trec1-800 424 9300 | 400 Lb               | Cs-137                              | 37 GBq<br>( 1000 mCi) | 0.9  | Yellow II              |
|          |      | Third Party Bill To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                                     |                       |      |                        |
|          |      | SHIPPER'S REF. NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                                     |                       |      |                        |
|          |      | MATERIAL RETURN AUTHORIZATION NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Prepaid              | <input checked="" type="checkbox"/> |                       |      |                        |
|          |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Collect              | <input type="checkbox"/>            |                       |      |                        |

**SIGNATURE OF PERSON PREPARING THE SHIPMENT**

**NAME OF COMPANY** VEGA Americas, Inc.  
**PREPARING** 4241 Allendorf Dr  
**SHIPMENT** Cincinnati, OH 45209

**NAME AND ADDRESS** Cashman Dredging  
**OF OWNER/SHIPPER** 3415 SW 96 St  
Stuart FL 34997

**OWNER'S SIGNATURE** \_\_\_\_\_

**RECEIVED BY** \_\_\_\_\_

**Received date** \_\_\_\_\_

**Date signed** \_\_\_\_\_

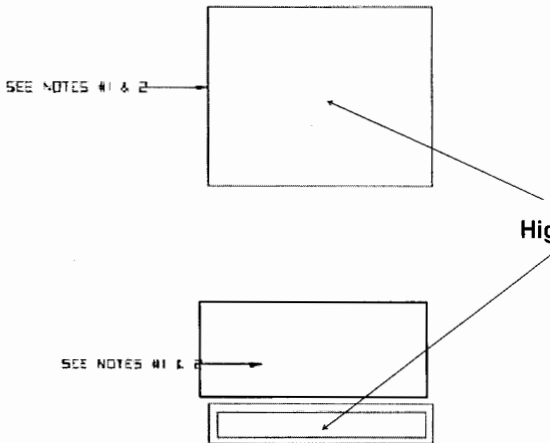


| ECO NUMBER | SYM | REVISION | BY | Checked |
|------------|-----|----------|----|---------|
| 1          |     |          |    |         |

F.S. # 6243661-12645  
 MRA # 34534  
 SKID # 1

HIGHEST SURFACE FIELD (SEE NOTE #3) 1.6 mR/hr  
 TRANSPORT INDEX (SEE NOTE #3) 0.9

SOURCE HOLDER(S) PACKED ON SKID 1 IN BOX 1



#1 SO/CO # 6166647  
 SOURCE HOLDER LOCKED "OFF" Yes  
 SOURCE HOLDER MODEL SR-1A-0  
 SOURCE MATERIAL Cs-137  
 SOURCE ACTIVITY 1000 mCi (1 mCi=0,037GBq)  
 SOURCE SERIAL # 228  
 ORIGINAL SHIP DATE Apr-17  
 GROSS CONTAMINATION CHECKED Yes  
 LEAK TEST PERFORMED Yes

#3 SO/CO #  
 SOURCE HOLDER LOCKED "OFF"  
 SOURCE HOLDER MODEL  
 SOURCE MATERIAL  
 SOURCE ACTIVITY mCi (1 mCi=0,037GBq)  
 SOURCE SERIAL #  
 ORIGINAL SHIP DATE  
 GROSS CONTAMINATION CHECKED  
 LEAK TEST PERFORMED

#2 SO/CO #  
 SOURCE HOLDER LOCKED "OFF"  
 SOURCE HOLDER MODEL  
 SOURCE MATERIAL  
 SOURCE ACTIVITY mCi (1 mCi=0,037GBq)  
 SOURCE SERIAL #  
 ORIGINAL SHIP DATE  
 GROSS CONTAMINATION CHECKED  
 LEAK TEST PERFORMED

#4 SO/CO #  
 SOURCE HOLDER LOCKED "OFF"  
 SOURCE HOLDER MODEL  
 SOURCE MATERIAL  
 SOURCE ACTIVITY mCi (1 mCi=0,037GBq)  
 SOURCE SERIAL #  
 ORIGINAL SHIP DATE  
 GROSS CONTAMINATION CHECKED  
 LEAK TEST PERFORMED

**Survey Meter**  
 MFG. Ohmart  
 Model # 2402  
 Serial # 312976  
 Last Calibration Date 4/22/2016  
 Survey By Scott Scheu Date 4/18/2017

**LABELING**  
 DOT TYPE 7A PACKAGE Yes  
 OVERPACK No  
 HAZARDOUS MATERIAL IDENTIFICATION Yes  
 WHITE I mR/hr SURFACE (SURFACE <0.5mR/hr)  
 YELLOW II Yes mR/hr SURFACE (0.5<SURFACE<50mR/hr)  
 REPORTABLE QUANTITY (RQ) No

- NOTES:
- 1) INDICATE POSITION OF SOURCE HOLDER ON SKID OR IN BOX
  - 2) CHECK EACH SOURCE HOLDER OR EACH SIDE OF BOX FOR THE HIGHEST SURFACE FIELD. INDICATE WHERE THIS FIELD IS LOCATED BY DRAWING AN ARROW ( ).
  - 3) WRITE THE HIGHEST SURFACE FIELD READING IN THE FIELD AT THE TOP OF THIS FORM.
  - 4) SURVEY AT 1 METER (39.4 INCHES) FROM THE SURFACE/EDGE OF THE PALLET/BOX AND PAY PARTICULAR ATTENTION TO THE AREA OUT FROM THE HIGHEST SURFACE FIELD. THE TRANSPORT INDEX IS THE DIMENSIONLESS NUMBER (ROUND UP TO THE FIRST DECIMAL PLACE) EXPRESSING THE MAXIMUM RADIATION LEVEL IN MILLIREM PER HOUR AT ONE METER (3.3 FEET) FROM THE EXTERNAL SURFACE OF PACKAGE.

USER NAME Cushman Dredging  
 USER ADDRESS 3415 SW 96 St  
 Stuart FL 34997  
 P. O. # 4312-216  
 CONTACT Aaron Barton  
 TELEPHONE # 1-617-645-3697

OHMART BAY NUMBER

DRAWING NUMBER 56508

**VEGA** 4241 Allendorf Drive  
 Cincinnati, Ohio 45209 USA

RETURNED - SOURCE PACKAGE  
 RADIATION FIELD SURVEY

THIS DOCUMENT INCLUDES INFORMATION WHICH IS PROPRIETARY TO OHMART. NEITHER THIS DOCUMENT NOR THE INFORMATION DISCUSSED HEREIN SHALL BE USED OR DISCLOSED TO OTHERS FOR MANUFACTURING OR ANY OTHER PURPOSE EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY OHMART. THIS DOES NOT APPLY TO INFORMATION FURNISHED BY VENDORS OR OTHERS OUTSIDE OHMART.

# Purchase Order

PO #: 4312

Job: 216- ATCHAFALAYA RECERTIFICATION 2016

**Vendor:** VEGA Americas, Inc.  
10031 4170 Rosslyn Drive  
Cincinnati, OH 45209 US

**Date Ordered:** 04/12/17  
**Ordered By:** SAIA  
**Expected Date:** 04/12/17  
**Payment Terms:** Net 30 Days

**Bill:** Cashman Dredging & Marine Contracting Company LLC  
549 South Street  
Quincy, MA 02169

**Ship To:** ATCHAFALAYA RECERTIFICATION 2016

Via:

| Item            | Material | Description                                    | UM | Units | Unit Cost | Total           |
|-----------------|----------|------------------------------------------------|----|-------|-----------|-----------------|
| 1               |          | Convert from Specific Licse to general license | LS | 0.000 | 0.00000   | 8,500.00        |
| <b>Subtotal</b> |          |                                                |    |       |           | <b>8,500.00</b> |
| <b>Total</b>    |          |                                                |    |       |           | <b>8,500.00</b> |

PER VEGA QUOTE No. 4035636  
DATED 4/12/2017

W.M. HUSSIN, VP

Authorized Signature: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Cashman Dredging & Marine Contracting Company LLC 549 South Street, Quincy, MA 02169

Phone: 617-890-0600 Fax: 617-890-0606

# Purchase Order

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PO #: 4312

Job: 216- ATCHAFALAYA RECERTIFICATION 2016

## (1) ACCEPTANCE AND ACKNOWLEDGMENT OF CONTRACT

If the seller delivers goods to the Buyer, or renders services to the Buyer in accordance with this purchase order but without signing and returning the acknowledgement, such act(s) shall be considered as an offer consisting of all of the terms of this purchase order and no other terms shall bind the Buyer only by acceptance of the offer by formal notification. Buyer shall not be bound by any provision or alteration which may appear on Seller's acknowledgement whether printed or otherwise, which is at variance with or adds to the terms and conditions of this purchase order, unless accepted in writing by the Buyer.

## (2) COMPLETE AGREEMENT AND AMENDMENTS

The order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller, and supercedes any prior proposals, quotes, understandings, correspondence, agreements, etc. No agreement or understanding to modify this contract shall be binding upon the Buyer unless in writing and signed by the Buyer's authorized agent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Acceptance of goods in any manner contrary to the terms of this purchase order by Buyer shall nevertheless entitle the Buyer to all of the objections to said good provided for by law and this purchase order. Wherever a term, defined by the Uniformed Commercial Code, is used in this agreement, the definition contained in the Code is to control.

## (3) CHANGES

Buyer may at any time and from time to time, make changes in any one or more of the following:

- (1) Drawings, plans, designs, or specifications;
- (2) Increase in quantities of the items and/or work furnished hereunder;
- (3) The method of shipment or packing;
- (4) Place of delivery;
- (5) Time or performance.

If any such change causes an increase or decrease in the cost of or the time required for the performance of this contract, an equitable adjustment shall be made and the purchase order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the notification of change. In the event Buyer and Seller are unable to agree on such equitable adjustment, the adjustment shall be determined pursuant to the arbitration held under the auspices of the American Arbitration Association. Such arbitration may be confirmed by either party pursuant to a court order. Nothing provided in this clause shall excuse the Seller from proceeding with the performance of this contract as changed. Any other modification must be in writing and signed by the parties.

## (4) DELIVERY

Time is of the essence in this contract, and if delivery of items or rendering of services is not completed by the time specified in this contract or, within a reasonable time, but in no event to exceed three (3) months if no time is specified, the Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller or five (5) days after posting whichever first occurs, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any loss incurred, legal excuses for late delivery which the Seller may have, not withstanding. Any provision herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable.

## (5) INSPECTION

All items received or work performed hereunder are subject to Buyer's inspection and acceptance. Buyer, reserves the right, at its option, to either reject and refuse acceptance of items or work not in accordance with the instructions, drawings, plans, designs and data or Seller's warranty (express or implied); to accept and correct at Seller's expense said items or work or to invoke any other remedy available to Buyer. Buyer will charge Seller for the cost of inspecting items or work rejected. If Buyer rejects any tender of goods under this purchase order, Buyer, at its option, will either reship the goods immediately to Seller express collect or will reasonably notify Seller of Buyer's rejection. If after such notification, Seller fails or neglects to notify Buyer in writing or the parties fail to agree as to the disposition of the rejected goods. Buyer may reship the goods to Seller express collect. Payment for any article of work hereunder shall not be deemed an acceptance thereof.

## (6) WARRANTY

The Seller expressly warrants that items, and work covered by this order will conform to the specifications, drawings, design, plans, data or other description furnished or specified by the Buyer, or Seller's samples, will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects. Seller agrees that his warranty shall survive acceptance of the items or work. Said warranty shall be in addition to any warranties of additional scope given to the Buyer by Seller.

## (7) PATENTS

Seller undertakes and agrees to defend at Seller's own expense all suits, actions or proceedings in which the Buyer, its successors or assigns are made defendants for actual or alleged infringement of any US or foreign letters patent resulting from the use or sale of the items purchase hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceedings against such defendants therein.

## (8) COMPLIANCE WITH LAWS

In the performance of this purchase order, the Seller agrees to comply with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the Fair Labor Standards Acts of 1938 and the Walsh-Healy Public Contracts Act. The Seller further agrees to comply with all applicable administrative and executive orders.

## (9) INDEMNIFICATION

Seller covenants to save and hold the Buyer harmless of and from - and to reimburse it for - any and all costs, damages and expenses (including attorney's fees) suffered by or occasioned to it directly or indirectly, through any failure of Seller to comply fully with and perform any act required under any such law, regulation or order set forth in Article (8) above. If this order covers erection, installation, maintenance or the performance of other labor for the Buyer, Seller agrees to indemnify and save harmless the Buyer against all liabilities, claims and losses, including reasonable attorney's fees or court costs, from injuries or damages, including death, to persons or property in any manner arising from or growing out of the performance of work under this order. Seller also agrees to furnish Buyer with satisfactory evidence of adequate property damage, public liability, workman's compensation and unemployment insurance in the amounts acceptable to Buyer.

Cashman Dredging & Marine Contracting Company LLC 549 South Street, Quincy, MA 02169

Phone: 617-890-0600 Fax: 617-890-0606

# Purchase Order

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PO #: 4312

Job: 216- ATCHAFALAYA RECERTIFICATION 2016

## (10) DISCOUNTS

If invoice is subject to cash discount, the discount period will be calculated from the date the invoice for material is received at the administrative headquarters of Jay Cashman, Inc. PO Box 692396, Quincy, MA 02269-2396.

## (11) NON-ASSIGNABILITY OF DUTIES

Seller shall not delegate in any manner to any person the performance of any work or supplying of any items under this order without the prior written consent of the Buyer.

## (12) APPLICABLE LAW

The purchase order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State from which this purchase order emanates. In the event that the code has not been adopted by said State, or is not effective and in force on the date of this purchase order, then the applicable law shall be the Uniform Commercial Code as effective and in force on the date hereof in the State of the Seller, if different from that of the Buyer.

## (13) NOTICE OF LABOR DISPUTES

In the event the timely performance of this order is delayed or threatened by any actual or potential labor dispute, Seller shall immediately notify Buyer of all relevant information with respect to such dispute. Seller shall include the substance of this clause including this sentence, in any of its subcontractors hereunder.

## (14) WAIVER

No claim nor right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Waiver by either Seller or Buyer of a breach by the other of any provision of this agreement shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

## (15) EQUAL EMPLOYMENT OPPORTUNITY

(The following clause is applicable when the terms of work are furnished in connection with a United State Government of Federally assisted contract unless the purchase order is exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965. To give purpose to the following clause the words "contract" and "contractor" shall be correlative to and shall have the same meaning as "purchase order" and "Seller" respectively.) During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or nation origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, a division the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, the contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by Law. (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## (16) SHOP DRAWINGS AND/OR CATALOG DATA

If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the Buyer within 15 (unless otherwise specified) days for necessary approval. The Seller agrees upon request to furnish Buyer of certificate of compliance therewith in such form as Buyer may require.

Cashman Dredging & Marine Contracting Company LLC 549 South Street, Quincy, MA 02169

Phone: 617-890-0600 Fax: 617-890-0606

Send all kits and requests to:

**SUNTRAC Services, Inc.**  
**1818 East Main Street**  
**League City, TX 77573**  
**(281) 338-2133**

ATTN: SIT-KIT

CAUTION: Conduct a survey on the outside of each package placed in the U.S. Mails. Any reading over 0.5 mR/hr at contact with the envelope or package shall not be mailed.

**LEAK TEST INVENTORY/REPORT FORM**

Company Name: Cashman Dredging & Marine Contracting (2409)

Address: 3415 SW 96 St. City: Stuart State: FL Zip Code: 34997

Isotope: Cs 137 Activity: 1000 mCi

Source Serial No: 2284CO

Device ID/Tag No N/A

Manufacturer: Vega Model No.: SR-1A-0

Smear Taken By: Scott Scheu Leak Test Date: 04/18/17

----- DO NOT WRITE BELOW THIS LINE -----

This is to certify that the above described smear/swab has been assayed at our facilities for indication of source leakage.

Our findings show the leakage to be:

|       |            |
|-------|------------|
| ALPHA | BETA-GAMMA |
| ----- | <.0001     |

µCi (Wet)

Certified By:  Date: 05/01/17

SUNTRAC Services, Inc. Representative  
(Texas Radioactive License No. L03062)

026217



**ACKNOWLEDGEMENT - RECEIPT OF CORRESPONDENCE**

|                                                                                                                                                                                          |                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Name and Address of Applicant and/or Licensee</b><br><br>Frank J. Belesimo<br>Vice President<br>Cashman Dredging International, LLC<br>P.O. Box 692396<br>Quincy, Massachusetts 02169 | <b>Date</b><br>May 17, 2017                                                                              |
|                                                                                                                                                                                          | <b>License Number(s)</b><br>20-31425-01                                                                  |
|                                                                                                                                                                                          | <b>Mail Control Number(s)</b><br>594746                                                                  |
|                                                                                                                                                                                          | <b>Licensing and/or Technical Reviewer or Branch</b><br>Commercial, Industrial, R&D, and Academic Branch |

This is to acknowledge receipt of your:  Letter and/or  Application Dated: 16 May 2017

The initial processing, which included an administrative review, has been performed.  
 Amendment  Termination  New License  Renewal

There were no administrative omissions identified during our initial review.

This is to acknowledge receipt of your application for renewal of the material(s) license identified above. Your application is deemed timely filed, and accordingly, the license will not expire until final action has been taken by this office.

Your application for a new NRC license did not include your taxpayer identification number. Please complete and submit NRC Form 531, Request for Taxpayer Identification Number, located at the following link: <http://www.nrc.gov/reading-rm/doc-collections/forms/nrc531.pdf>  
 Follow the instructions on the form for submission.

The following administrative omissions have been identified:

Your application has been assigned the above listed MAIL CONTROL NUMBER. When calling to inquire about this action, please refer to this control number. Your application has been forwarded to a technical reviewer. Please note that the technical review, which is normally completed within 180 days for a renewal application (90 days for all other requests), may identify additional omissions or require additional information. If you have any questions concerning the processing of your application, our contact information is listed below:

**Region I**  
**U. S. Nuclear Regulatory Commission**  
**Division of Nuclear Materials Safety**  
**2100 Renaissance Boulevard, Suite 100**  
**King of Prussia, PA 19406-2713**  
**(610) 337-5260, (610) 337-5313,**  
**(610) 337-5398, (610) 337-5239**