

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-11-79-407** 2. EFFECTIVE DATE **July 5, 1979** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. _____ 4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING: _____

5. ISSUED BY **US Nuclear Regulatory Commission**
 Division of Contracts
 Washington, DC 20555

6. ADMINISTERED BY (If other than block 5) _____

7. DELIVERY FOR DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Dr. Ronald F. Scott**
 California Institute of Technology
 Department of Civil Engineering
 Pasadena, CA 91125

9. DISCOUNT FOR PROMPT PAYMENT **N/A**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR **US Nuclear Regulatory Commission**
 Advisory Committee on Reactor Safeguards
 ATTN: Ragnwald Muller
 Washington, DC 20555

12. PAYMENT WILL BE MADE BY **US Nuclear Regulatory Commission**
 Office of the Controller
 Washington, DC 20555

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO 10 U.S.C. 2304 (a)(3) 41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA
 Appropriation Symbol - **70-19-03**
 B&R No. - **B-1557** \$3200.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Review of Foundations and Pilings for Bailly Generating Station, Nuclear-1				\$3200.00

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POOR ORIGINAL

21. **NOT TO EXCEED TOTAL AMOUNT OF CONTRACT \$ 3200.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)

26. AWARD (Contractor is not required to sign this document). Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR BY **Ronald F. Scott**
 (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY **Joyce Rechner**
 (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **RONALD F. SCOTT** 25. DATE SIGNED **July 2, 1979**

28. NAME OF CONTRACTING OFFICER (Type or print) **Dora J. Hargett** 29. DATE SIGNED **JUL 10 1979**

ARTICLE I - STATEMENT OF WORK

The Contractor shall provide expertise on the issue of the proposal of the Northern Indiana Public Service Company to use shorter pilings than originally contemplated for foundations of the Bailly Generating Station, Nuclear-1.

The licensee proposes to drive the pilings into glacial lacustrine deposits underlying the site, rather than into bedrock or glacial till.

The Contractor shall carry out the following tasks:

1. Identify and address the significance (if any) of the engineering and safety issues arising from use of the shorter pilings as opposed to the longer pilings. In particular:
 - a. is the use of shorter pilings a significant design change from the standpoint of engineering, and would it require significant alteration of other aspects of the design of the facility;
 - b. what difference, if any, would there be in the safety of the facility depending on whether longer or shorter pilings are used?
2. Visit the plant site to conduct a review of the foundations and pilings for the Bailly Generating Station, and assist the ACRS in the evaluation of the findings.
3. Attend a Subcommittee meeting in Portage, Indiana.
4. Attend a full Committee meeting in Washington, DC.
5. Provide a written report of the findings to the NRC not later than August 1, 1979.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance will commence on or before the effective date of this contract, and all effort shall be completed by August 1, 1979.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor at the rate of \$182.00 per day estimated to be ten (10) man-days. The Contractor will be reimbursed not to exceed \$1000.00 for all travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

Domestic travel expenses incurred by the Contractor in direct performance provided such travel is necessary for the performance of this contract and not exceeding:

- a. Cost of air travel by most direct route. "Air Coach" or "Air Tourist" accommodations on prop or jet aircraft constitutes the normal class of air travel which shall be utilized. First-class accommodations may be used if (1) less than first-class is not available providing reservation was requested within 24 hours after the traveler had knowledge of the trip; (2) less than first-class requires circuitous routing, (3) less than first-class requires travel to begin or end at unreasonable hours (i.e., if scheduled flight time is before 8:00 AM and scheduled arrival is after 9:00 PM); (4) less than first class would result in additional direct costs which offset the transportation savings; or (5) less than first-class will not make connections with other flights or transportation for continuation of the journey which greatly increases the duration of the flight; or (6) less than first-class would offer accommodations which are not reasonably adequate for the physical or medical needs of the traveler.
- b. Cost of rail travel by most direct route; first-class with lower berth or nearest equivalent.
- c. Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option on a mileage basis at a rate of 17c per mile plus any toll or ferry charges.
- d. Private vehicle mileage shall be reimbursed at 17c per mile.
- e. Per diem shall be reimbursed at a daily rate not to exceed \$35.00 in Portage, Indiana, and \$50.00 in Washington, DC.
- f. Receipts are required for common carrier transportation, lodging, and miscellaneous for any one item in excess of \$15.00.

ARTICLE IV - OBLIGATION

The amount presently obligated by the NRC with respect to this contract is \$3200.00.

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payment" as soon as practicable after completion and acceptance of all of the work, upon submission by the Contractor of voucher(s) in a form satisfactory to the Contracting Officer, provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

ARTICLE VI - SPECIAL PROVISIONS

VI.1 CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR)

Performance of the work hereunder shall be subject to the technical instructions issued by the US Nuclear Regulatory Commission. The technical instructions shall be signed by the COAR.

The COAR is responsible for:

1. monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements;
2. interpreting the statement of work;
3. performing technical evaluation as required;
4. performing the technical inspections and acceptances required by this contract; and
5. assisting the Contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the COAR is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the COAR to the Contractor to be valid, it must:

1. be consistent with the description of work set forth in this contract;
2. not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated into this contract;
3. not constitute a basis for an extension to the period of performance or contract delivery schedule; and
4. not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the COAR which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the COAR. If the COAR and the Contractor are not able to resolve the questions within five days, the Contractor shall notify the Contracting Officer.

VI.2 INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the COAR.

VI.3 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract without the prior written consent of the Contracting Officer. (Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts under \$10,000.00, dated November 14, 1977, which incorporated the FPR Changes and Additions and NRC Additions, attached hereto and made a part hereof.

Clause 14 entitled "Patent Rights" is deleted in its entirety.

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