

1. CONTRACT (Proc. Inst. Ident.) NO. **HRC 19-79-470** 2. EFFECTIVE DATE **June 26, 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 **U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington DC 20555** 6. ADMINISTERED BY (If other than block 5) 7. DELIVERY FOR DESTINATION **NATION** OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Woodward, Clyde Consultants
 1425 Broad Street
 Clifton, N.J. 07012** 9. DISCOUNT FOR PROMPT PAYMENT **n/a**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK **12**

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission
 Office of Policy Evaluation
 Washington DC 20555
 Attn: B. Snyder** 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission
 Office of the Controller
 Washington DC 20555**

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

14. ACCOUNTING AND APPROPRIATION DATA
B&R-701909 Appropriation: 31X0200.709 Fin No. B-1314

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Review of Geological Documents regarding Philippine Reactor No. 1				

POOR ORIGINAL

21. **Not to Exceed** TOTAL AMOUNT OF CONTRACT \$ **5,000.00**

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 **Richard A Millet** (Signature of person authorized to sign)

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

24. NAME AND TITLE OF SIGNER (Type or print) **Richard A Millet
 VICE President** 25. DATE SIGNED **5 July 79**

28. NAME OF CONTRACTING OFFICER (Type or print) **Dora J. Hargett** 29. DATE SIGNED **7/13/79**

ARTICLE I - STATEMENT OF WORK

BACKGROUND

In connection with the application for export of Philippine reactor (PNPP-1) and its components the Commission has requested that the Office of Policy Evaluation briefly review and provide an assessment of major safety issues associated with the PNPP-1. In particular the Commission has requested that the geological hazards to the safety of the PNPP-1 be assessed.

WORK SCOPE

Based on review of available documents and data on the PNPP-1 and geology relevant to the site the contractor shall prepare a report. Data to be reviewed includes the PSAR; PSIR; PAEC Evaluation of the Responses on the issues raised by the 1978 IAEA Safety Mission (March 22, 1979); Philippine Nuclear Power Plant Unit No. 1 - Report of the I.A.E.A. Safety Mission on Geological Hazards and Geotechnical Aspects (May and July 1978); and Status Summary Report on Resolution of Issues Raised by the 1978 IAEA Safety Mission to the Philippines (March 1979) This report shall include an expert assessment of the geological characteristics and related safety issues of the PNPP-1 site and shall include an assessment of the adequacy of proposed resolution of these issues. The emphasis of this report shall be placed on the seismicity, volcanism and foundation engineering. As required briefings shall be provided on conclusions reached.

The work shall be conducted within NRC offices and it is anticipated that ten man-days of effort shall be required. The contractor shall submit a hand-written report with his findings. The report shall be submitted to the NRC on or about July 15, 1979.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance shall commence on June 26, 1979 and all work including the final report shall be completed by August 15, 1979.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, NRC shall pay the Contractor the fixed rate of Four hundred forty (\$440.00) dollars per day estimated at ten (10) man-days. The Contractor will be reimbursed 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 reasonable 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 17¢ per mile plus any toll or ferry charges.
- d. Private vehicle mileage shall be reimbursed at 17¢ per mile.
- e. Per diem not to exceed \$55.00 per day.
- f. Receipts are required for common carrier transportation, lodging, and miscellaneous for any one item in excess of \$15.00.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is Five thousand (\$5,000.00) dollars.

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.

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).

VI.4 - KEY PERSONNEL

For the purpose of Clause 26 of the General Provisions, John Kelleher is identified as being essential to the work performed.

VI.5 - CLASSIFICATION

In the performance of the work under this contract, the contractor shall assign classifications to all documents, material, and equipment originated or generated by the contractor in accordance with classification guidance in accordance with SF 187 furnished to the contractor by the Commission.

VI.6 - SECURITY (9-7.5004-II Modified)

(a) Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. The Contractor shall, in accordance with the Nuclear Regulatory Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with the performance of this contract

If retention by the Contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer the contractor will complete a certificate of possession to be furnished to the Nuclear Regulatory Commission specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

(b) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

(c) Definition of Restricted Data. The term "Restricted Data" as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear materials; or (3) the use of special nuclear material in the production of energy; but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(d) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" as used in this clause, means all data removed from the Restricted Data category under section 142 of the Atomic Energy Act of 1954 as amended.

(e) Security clearance of personnel. The Contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954 as amended, and the Commission's regulations or requirements applicable in the particular type or category of classified information to which access is required.

(f) Criminal Liability - It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or other classified matter that may come to the Contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954; as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 974; and Executive Order 11652).

(g) Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts under \$10,000, dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC additions, attached hereto and made a part hereof.

Clause 14 - PATENT RIGHTS is deleted in its entirety.

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POOR ORIGINAL

NRC FORM 187 (2-76) NRCM 2101 (Pending Issuance)		U. S. NUCLEAR REGULATORY COMMISSION WASHINGTON, D. C. 20555		1. The policies, procedures and criteria of NRCM 2101, NRC Security Program, apply to performance of this contract.						
SECURITY/CLASSIFICATION REQUIREMENTS				COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE.						
2. THIS SPECIFICATION IS FOR:		3. CONTRACT NUMBER OR OTHER IDENTIFYING NUMBER (Prime contracts must be shown for all subcontracts)		DATE TO BE COMPLETED (Estimated)		4. THIS SPECIFICATION IS (See note below)		EFFECTIVE DATE		
<input type="checkbox"/> a. INVITATION FOR BID OR REQUEST FOR PROPOSAL		<input type="checkbox"/> a. INVITATION FOR BID, REQUEST FOR PROPOSAL OR REQUEST FOR QUOTE		Approx. 7/15/79		<input checked="" type="checkbox"/> a. ORIGINAL <input type="checkbox"/> b. REVISED (Supersedes all previous specifications) <input type="checkbox"/> c. OTHER (Specify)		6/26/79		
<input checked="" type="checkbox"/> b. PRIME CONTRACT		<input type="checkbox"/> b. PRIME NRC-19-79-470								
<input type="checkbox"/> c. SUBCONTRACT		<input type="checkbox"/> c. FIRST TIER SUBCONTRACT								
<input type="checkbox"/> d. OTHER (Specify)		<input type="checkbox"/> d. (Specify)								
5. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND DATE COMPLETED. <input checked="" type="checkbox"/> DOES NOT APPLY										
CONTRACT NUMBER				DATE COMPLETED						
6a. NAME AND ADDRESS OF PRIME CONTRACTOR, OFFEROR, OTHER (Specify; Include Zip Code) Woodward, Clyde Consultants* 1425 Broad Street Clifton, New Jersey 07012				b. NAME AND ADDRESS OF RESPONSIBLE COGNIZANT SECURITY OFFICE (Include Zip Code) NRC - Division of Security						
7a. NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code) (if applicable)				b. NAME AND ADDRESS OF RESPONSIBLE COGNIZANT SECURITY OFFICE (Include Zip Code)						
B. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION Review of Geological Information for PNPP-1										
9. PERFORMANCE WILL REQUIRE:				YES	NO	TS	S	C	NSI	RD
<input checked="" type="checkbox"/> a. ACCESS TO NRC SECURITY AREAS ONLY.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> b. ACCESS TO CLASSIFIED INFORMATION OR MATTER AT GOVERNMENT FACILITIES ONLY.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> c. RECEIPT, GENERATION, STORAGE OR SAFEGUARDING OF CLASSIFIED DOCUMENTS.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> d. MANUFACTURE, PROCESSING OR SAFEGUARDING OF CLASSIFIED MATERIAL.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> e. ACCESS TO CLASSIFIED COMSEC INFORMATION OR MATERIAL.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> f. ACCESS TO CLASSIFIED INFORMATION OR MATERIAL CURRENTLY POSSESSED BY ANOTHER AGENCY.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> g. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> h. OTHER (Specify)				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. INFORMATION PERTAINING TO THIS REQUIREMENT OR PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BELOW:										
PROPOSED DISSEMINATION SHALL BE SUBMITTED FOR APPROVAL PRIOR TO RELEASE <input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> THROUGH (Specify)										
Office of Policy Evaluation										

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11. SECURITY/CLASSIFICATION REQUIREMENTS ARE SET FORTH BELOW (Check which are applicable)

- GUIDES ATTACHED (thereby made a part of this requirement).
- DOCUMENT(S) LISTED BELOW (thereby made part of this requirement).
- AS STATED BELOW.

Any information generated under this contract will be reviewed by OPE Authorized Classifier, or the the Division of Security.

POOR ORIGINAL

<p>12. REQUIRED DISTRIBUTION OF NRC FORM 187</p> <p><input checked="" type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION <input checked="" type="checkbox"/> PRIME CONTRACTOR (Item 6a)</p> <p><input checked="" type="checkbox"/> DIVISION OF SECURITY (Item 13c) <input type="checkbox"/> SUBCONTRACTOR (Item 7a)</p> <p><input checked="" type="checkbox"/> DIVISION OF CONTRACTS (Item 13d) <input type="checkbox"/> RESPONSIBLE/COGNIZANT SECURITY OFFICE (Items 7a and 7b)</p>	<p>ADDITIONAL DISTRIBUTION</p>
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SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEM 13c AND d BELOW.

13. THIS SECURITY/CLASSIFICATION REQUIREMENT AND ATTACHMENTS REFERENCED HEREIN WILL BE APPROVED BY THE FOLLOWING, WITH FINAL APPROVAL BY THE CONTRACTING OFFICER OR HIS REPRESENTATIVE NAMED IN ITEM 13d BELOW.

NAME	SIGNATURE	DATE
a. OFFICE OR DIVISION AUTHORIZED CLASSIFIER	<i>B. Snyder</i>	6/26/79
b. DIRECTOR, OFFICE OR DIVISION	<i>J. Plummer</i>	6/26/79
c. DIRECTOR, DIVISION OF SECURITY	<i>Raymond D. Brady</i>	6/28/79
d. DIRECTOR, DIVISION OF CONTRACTS	<i>M. Mallick</i>	6/29/79

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