

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-03-79-158		2. EFFECTIVE DATE 7/3/79		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-79-158		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BOSA 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 <input type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code) J.R. Lundberg and Associates Electric Power Consultants P.O. Box 366 Popular, Wisconsin 54864		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12			

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: Fred Chanania Office of the Executive Legal Director Washington, DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555	
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13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO:
 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(4)

14. ACCOUNTING AND APPROPRIATION DATA
 20-19-05 B6816 OBLIGATION (\$5,000.00)

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	This Time/Material contract is issued pursuant to the Terms and Conditions of Basic Ordering Agreement No. NRC-03-79-127-11 for Engineering Assistance Related to the Antitrust Hearings for the St. Lucie 2 Nuclear Generating Station.				
	756 128 7908170127				

21. CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE
 CEILING AMOUNT OF CONTRACT \$20,000.00

22. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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.
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23. NAME OF CONTRACTOR BY Jack R. Lundberg (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY D.J. Dougherty (Signature of Contracting Officer)
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24. NAME AND TITLE OF SIGNER (Type or print) Jack R. Lundberg Consulting Engineer	25. DATE SIGNED July 3, 1979	28. NAME OF CONTRACTING OFFICER (Type or print) D.J. Dougherty	29. DATE SIGNED 7/3/79
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Article I - SCOPE OF WORK

The Contractor shall provide assistance to the Antitrust and Indemnity Group and the Office of the Executive Legal Director (Staff) of the Nuclear Regulatory Commission (NRC) pertaining to antitrust hearings for the St. Lucie 2 Nuclear Generating Station.

In particular, the Contractor will be required to undertake the following work:

- (1) Review documents provided by Staff and/or through Contractor's research efforts.
- (2) Prepare answers (including supporting exhibits) to engineering questions that will be provided to the Contractor by the Staff. This will include an initial draft response followed by a second draft response reflecting Staff's verbal comments of the first response. These questions and answers will be an initial effort by the Staff and the Contractor to develop a preliminary analysis of the electrical engineering issues in the case in preparation for the St. Lucie 2 antitrust hearing.
- (3) Assist Staff in one or two field interviews of person(s) relevant to the antitrust hearing, if necessary.

The Contractor will be required to be available to receive verbal guidance for work, and to verbally report the progress of his work assignments to Argil Toalston, Chief, Power Supply Analysis Section.

All written communication, other than contract assignments, shall be between the Contractor and the Staff attorneys assigned to the antitrust hearing.

ARTICLE II: PERIOD OF PERFORMANCE

The period of performance shall commence on July 3, 1979, and end on March 30, 1980.

Article III - PAYMENT

The Contractor shall be paid for services rendered by applying the hourly rate set forth in the BOA to the number of hours worked for each category of labor. In addition, the Contractor shall be reimbursed at cost for all reasonable travel costs incurred in performance of his duties, and other miscellaneous costs including telephone, reproduction, etc.

Article IV - AUTHORIZED REPRESENTATIVE

The following authorized representative will represent the Government for the purpose of this contract:

Mr. Argil L. Toalston

The authorized representative is responsible for: (1) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer any changes in scope or requirements, and (2) Authorizing the payment of 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.

Article V - STAFF ENGINEER

For guidance from the Staff Engineer 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 assignments of work or change to the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance of contract delivery schedule.

Article VI - KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The attachment of this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate:

Name

Mr. Jack Lundberg

Article VII - 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 (2) copies of any

material proposed to be published or distributed shall be submitted to the Contracting Officer). Failure to comply with this clause shall be grounds for termination of this contract.

Article VIII - OBLIGATION OF FUNDS/CONTRACTOR'S OBLIGATION

Funds in the amount of \$5,000.00 are obligated to this contract and are anticipated to cover cost incurred through September 20, 1979. The Contracting Officer by unilateral modifications to this contract may increase the obligated amount until such amount is equal to the ceiling amount of 20,000.00.

The Contractor shall not incur expenses in excess of the obligated amount and shall by written notification advise the Contracting Officer if and when he determines that the currently obligated funding is insufficient for him to continue work. This notification shall include the estimate of funds needed together with supporting documentation.

Article IX - ORDER OF PRECEDENCE

In the event of an inconsistency between the terms and conditions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. The Schedule: (Note - Nothing contained in the Contractor's proposal, whether or not incorporated by reference, shall constitute a waiver of any terms of conditions provided in the Schedule).
2. The General Provisions
3. Other terms and conditions of the contract, whether incorporated by reference or otherwise.

Article X - GENERAL PROVISIONS AND MODIFICATIONS

The following ^{J. R. Luuabeng} General Provisions attached to the Basic Ordering Agreement awarded to ~~R. W. Beck and Associates, Inc.~~ and referenced below form a part of this contract and are modified as set forth below:

- a. General Provisions for Time and Material or Labor Hour Contract
- b. Appendix A, General Provisions, Fixed Price Technical Assistance Contract:
 1. Clause No.'s 2, 3, 5, 10, 11, 23, 30, 39, 40, 49 and deleted in their entirety.
 2. The following clause No. 23 entitled, "Disabled Veterans and Veterans of the Vietnam Era" (FPR Temp. Reg. 39) by this reference is substituted in lieu thereof.