

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-03-79-156**

2. EFFECTIVE DATE **June 12, 1979**

3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **NRR-79-156**

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, D.C. 20555**

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

7. DELIVERY FOB DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Phoenix Corporation
 1600 Andrews Road
 McLean, Virginia 22101**

(Street, city, county, State, and ZIP code)

ATTN: Sam Vincent

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
 Division of Site Safety & Environmental
 Analysis - ATTN: Sandra Wastler
 Washington, D.C. 20555**

12. PAYMENT WILL BE MADE BY _____

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c) **3**

14. ACCOUNTING AND APPROPRIATION DATA

20-19-01-04-1 **B6814** **31X0200.209**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	"Review of the Aeromagnetic Report for the Skagit Nuclear Power Plant"				
				847	175

TOTAL AMOUNT OF CONTRACT \$ 9,881.00

21. **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 Sam Vincent (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY Dora J. Hargett (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) SAM VINCENT, PRES

25. DATE SIGNED 7/23/79

28. NAME OF CONTRACTING OFFICER (Type or print) Dora J. Hargett

29. DATE SIGNED 7/31

7908220330

ARTICLE I - STATEMENT OF WORK

The Contractor shall provide an independent evaluation of the data base and its interpretations as presented in the report entitled "Interpretation Report on the Aeromagnetic Coverage of the Skagit Nuclear Power Project" by Exploration Data Consultants (EDCON) in support of Skagit Nuclear Power Plant project (Puget Power and Light Company).

This task shall include:

1. an evaluation of the reliability of the data base,
2. an evaluation of the applicability and geophysical techniques applied to the data (i.e., modeling),
3. an evaluation of the reliability and validity of the interpretations based on the aeromagnetic data, and
4. provide alternative interpretations, where applicable, based on their analysis.

Task Reports

Formal written task reports shall not be required. However, the Contractor shall be required to provide verbal status report via telephone to NRC not less frequently than every two weeks from date of award of contract. These verbal reports shall consist of an assessment of progress made to date, and a discussion of any problems or issues related to the procurement that would be of interest to NRC.

Final Report

The final report shall consist of the Contractor's conclusions with regard to:

1. the reliability of the data base,
2. the applicability of the geophysical techniques applied to the data,
3. the reliability and validity of the interpretations placed on the aeromagnetic data, and
4. alternative interpretations where applicable based on analysis.

The Contractor shall provide six (6) copies of the final report to the NRC.

It is estimated that two man-months of effort shall be required for this procurement.

The Contractor shall be required to visit the Nuclear Regulatory Commission in Bethesda, Maryland for a meeting of one-half day duration to present their conclusions with regard to the aeromagnetic report. After submittal of the final report to the NRC the Contractor may also be required to participate in several meetings with the applicant and USGS to discuss their report.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance with respect to this contract shall begin on the date of execution of this contract and all work including the submission of the final report shall be completed by October 30, 1979.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder NRC shall pay the Contractor a firm fixed price of \$9,881.00.

ARTICLE IV - OBLIGATION

The amount presently obligated by the NRC with respect to this contract is \$9,881.00.

ARTICLE V - PAYMENT

V.1 Payment shall be made in accordance with Clause two (2) of the General Provisions entitled "Payment" as soon as practicable after completion and acceptance of all work, upon submission by the Contractor 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 provision 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 requirement;
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.)

VI.4 KEY PERSONNEL

Key Personnel on this project shall be Dr. Robert D. Regan.

VI.5 GOVERNMENT FURNISHED PROPERTY

The NRC will provide the Contractor one copy of the report entitled "Interpretation Report on the Aeromagnetic Coverage of the Skagit Nuclear Power Project" by Exploration Data Consultants, Inc. (EDCON). The EDCON report includes maps which the NRC has granted a proprietary classification at the request of Puget Power and Light.

- VI.6 When proprietary or company confidential data is provided to the Contractor by the Commission in connection with this contract, the Contractor agrees, to safeguard such information and agrees not to release such information to any person not directly involved in the performance of work under this contract unless release is authorized in writing by the Contracting Officer. Upon completion or termination of this contract, all copies of any such proprietary or company confidential data shall be returned to the Commission.

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.