

1. CONTRACT / Proc. Inst. Ident. NO. **NRC-17-79-701**

2. EFFECTIVE DATE **7-16-79**

3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA SECY-79-701**

4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:

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

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

7. DELIVERY FOB DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, State, and ZIP code) **Albert K. Butzel, Esq.
 Butzel and Kass
 45 Rockefeller Plaza, Suite 2350
 New York, NY 10020**

9. DISCOUNT FOR PROMPT PAYMENT **NA**

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

11. SHIP TO/MARK FOR CODE **US Nuclear Regulatory Commission
 Ofc of the Executive Legal Director
 ATTN: Bruce Berson
 Washington, DC 20555**

12. PAYMENT WILL BE MADE BY CODE **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)(1) 41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA
 B&R No: **70-19-0** IN No: **B1560** Appropriation: **31X0200.709** **\$546.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Advisory Committee for Construction During Adjudication				\$546.00

POOR ORIGINAL

21. Not to exceed TOTAL AMOUNT OF CONTRACT **5** **\$546.00**
 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 **Albert K. Butzel**
 (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) **Albert K. Butzel, Atty**

25. DATE SIGNED **As of 7-18-79**

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

29. DATE SIGNED **9/13/79**

ARTICLE I - STATEMENT OF WORK

The Contractor shall attend a one and one-half day workshop on July 18-19, 1979, in Bethesda, Maryland (Holiday Inn), to study the issues of nuclear power plant construction during adjudication.

The study group is considering a number of options for dealing with the issue. In considering these options, the study group is seeking effectiveness in dealing with the problems of construction during adjudication without undue damage to other regulatory objectives.

The general objective of the workshop is to promote an exchange of views among participants in the licensing adjudicatory process concerning various options available for addressing the issue of construction during adjudication.

The Contractor shall carry out the following tasks:

1. Review materials and documents furnished by the NRC and supplemented by the participant's sources for the purpose of providing comments and discussion during the Construction During Adjudication Workshop.
2. Attend the one and one-half day workshop, which will be broken down into panel sessions, from approximately 9:00 AM to 5:00 PM on July 18, and from 9:00 AM to 1:00 PM on July 19, 1979, in Bethesda, Maryland, and provide comments and discussion on the questions and issues raised during the sessions.
3. No report in writing will be required from the Contractor. The verbatim transcript of the proceedings shall constitute the final report of each participant.

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 July 19, 1979.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor the fixed rate of \$182.00 per day, estimated to be three days.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is five-hundred-forty-six (\$546.00) 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.

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.)

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.