

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-02-80-058** 2. EFFECTIVE DATE **7-14-80** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **NMS-80-058** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:

5. ISSUED BY **U. S. Nuclear Regulatory Commission**
 Small Purchases Section, ACB
 Division of Contracts
 Washington, D. C. 20555

6. ADMINISTERED BY (If other than block 5)

7. DELIVERY FOB DESTINATION
 X OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS
 (Street, city, county, State, and ZIP code)
Todd Shipyards Corporation
 ATTN: Mr. C. W. Hathway
 Research and Technical Division
 P. O. Box 1600
 Galveston, TX 77553

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

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

11. SHIP TO/MARK FOR
U. S. Nuclear Regulatory Commission
 ATTN: Mr. R. S. Brown, Jr.
 Office of Nuclear Material Safety & Safeguards
 Washington, D. C. 20555

12. PAYMENT WILL BE MADE BY
U. S. Nuclear Regulatory Commission
 Office of the Controller
 Washington, D. C. 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. 50-19-03-02 **FIN No. B-6972** **\$4,200.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Low-Level Radioactive Waste Records				

21. TOTAL AMOUNT OF CONTRACT **\$4,200.00**

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 **C. W. Hathway** (Signature of person authorized to sign)

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

24. NAME AND TITLE OF SIGNER (Type or print) **C. W. Hathway, Manager** 25. DATE SIGNED **7-8-80**

28. NAME OF CONTRACTING OFFICER (Type or print) **Joyce Perlman** 29. DATE SIGNED **7/15/80**

ARTICLE I - STATEMENT OF WORK

The Contractor shall prepare a file containing copies of 1978 and 1979 records of all radioactive material receipt and shipments from the site. The receipt and disposal records shall be organized into sections by month and the waste volume and curies of activity shall be tabulated for each section. The file shall include any other information accompanying the records that may provide further specific information about particular waste shipments (e.g., the date of receipt, the type, quantity and form of radioactive material received, the originator, the originating city, the shipping distance, and the type of package in which the radioactive material was shipped). The file shall include specifically any information which can be used to determine the volume reduction of wastes afforded through processing at the Todd Shipyards Corporation and to determine which wastes were available for disposal but were instead held in storage. The Contractor shall ship the documents, all transportation charges paid, within two (2) months after award of the contract. These records shall be legible and delivered to the NRC in chronological order.

All documents to be delivered by the Contractor to the NRC or to be returned by the NRC to the Contractor shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage and to insure safe delivery at destination.

The Contractor shall be required to provide verbal status via telephone to the Project Officer not less frequently than every two (2) weeks from the date of the contract award. These reports shall consist of an assessment of progress made to date, as well as any problems related to the procurement.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on the effective date of this contract and all effort shall be completed two (2) months thereafter.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC will pay the Contractor \$0.84 per page for an estimate of 5,000 pages for a ceiling price of \$4,200.00.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$4,200.00.

ARTICLE V - PAYMENT

Payment will be made in accordance with Clause 2 of the General Provisions entitled "Payments" as soon as practicable after completion of the effort,

and 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 PROJECT OFFICER

Performance of work hereunder shall be subject to the technical instructions issued by the U. S. Nuclear Regulatory Commission. The technical instructions shall be signed by the Project Officer.

The Project Officer 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 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 Project Officer 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 Project Officer 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 Project Officer which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the Project Officer. If the Project Officer and the Contractor are not able to resolve the questions within five (5) 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 Project Officer.

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 (2) copies of the 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 Provisions 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" of the above General Provisions is deleted in its entirety.