

1. CONTRACT (Proc. Inst. Ident.) NO NRC-02-80-057		2. EFFECTIVE DATE 7/1/80		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. NMS-80-057		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:	
5. ISSUED BY US Nuclear Regulatory Commission Division of Contracts, SPS Washington, DC 20555				6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS  Harding-Lawson Associates ATTN: Dr. George E. Heim 125 Windsor Drive, Suite 107 Oak Brook, Illinois 60521		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12			

11. SHIP TO/MARK FOR US Nuclear Regulatory Commission ATTN: Gale Turi Division of Waste Management Washington, DC 20555		12. PAYMENT WILL BE MADE BY 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)  41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA  
 B&R No. 50-19-03-02 FIN No. B-6970-0 \$9,900.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Characterization of Existing Surface Conditions at Sheffield Low Level Waste Site Disposal Facility				\$9,900.00

21. TOTAL AMOUNT OF CONTRACT \$ 9,900.00  
 CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

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.
---	--

23. NAME OF CONTRACTOR BY <u>George E. Heim</u> (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY <u>Joyce Perlman</u> (Signature of Contracting Officer)
--	---

24. NAME AND TITLE OF SIGNER (Type or print)	25. DATE SIGNED 7/7/80	28. NAME OF CONTRACTING OFFICER (Type or print) JOYCE PERLMAN	29. DATE SIGNED 7/10/80
--	---------------------------	--	----------------------------

## ARTICLE I - STATEMENT OF WORK

The Contractor shall provide the necessary personnel, facilities, and material to accomplish the following:

### Task 1: Topographic Survey

The Contractor shall provide a detailed topographic survey (one foot contours) of the 20-acre site extending to 200 feet beyond the site boundary. The topographic map shall have one foot contours with an accuracy of plus or minus 0.5 feet. Third order surveying is required with elevation points established at every 50 foot interval. Each elevation point shall have an accuracy of plus or minus 0.1 foot. The final map shall have a scale of one inch equals 50 feet.

### Task 2: Analysis of Trench Caps

The Contractor shall superimpose on a copy of the topographic map (developed under Task 1) the location of the trenches. A plot plan will be provided by the NRC showing the locations of the trenches, but the trench locations have not been verified yet. However, inaccuracies on the order of a few feet should not significantly affect this work. The Contractor shall describe the surface conditions and ability of the trench caps to minimize erosion and water infiltration into the trenches. The Contractor shall perform a visual survey and identify any surface depressions or other areas of high infiltration potential. The Contractor shall suggest possible remedial actions that could be taken to minimize infiltration. The Contractor shall present the results of the survey in the report to the Nuclear Regulatory Commission (NRC).

### Task 3: Identification of Erosion Area

The Contractor shall perform a detailed visual survey of all areas at the site where surface erosion is occurring. The Contractor shall present the results of the survey to the NRC on a copy of the topographic map (developed under Task 1) and also describe the apparent cause of the surface erosion. The Contractor shall suggest possible remedial actions that could be taken to minimize erosion.

### Task 4: Extent of Vegetative Cover

The Contractor shall perform a detailed visual survey of the types, location of, and condition of vegetative covers of the site. The Contractor shall present the results of the survey to the NRC on a copy of the topographic map (developed under Task 1). The Contractor shall delineate the areas of the site not covered with adequate vegetation.

### Task 5: Testify at Hearings

It may be necessary for the Contractor to testify in court hearings on the Sheffield Low-Level Waste Disposal Facility. The purpose of this testimony

would be to act as an expert witness concerning the site, and to defend technical results and recommendations made under the terms and conditions of this contract. If testimony is required, it is estimated that the Contractor may be required to appear at the hearing for a period of two (2) to four (4) days. If Contractor testimony is required, it shall be provided for by a supplemental agreement to this contract.

#### Final Report

The Contractor shall provide final written report of all the work done by July 31, 1980, with the following distribution:

Gale P. Turi, Project Manager, 1 copy  
Office of the Director, NMSS (ATTN: Program Support), 1 copy  
Contracting Officer, 1 copy  
Director, Division of Waste Management, 1 copy

Report preparation will be in accordance with the attached "Special Requirements", and with the attached Chapter NRC-3202 entitled "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements."

#### Meetings and Travel

The Contractor shall make approximately three (3) trips to the Sheffield site, as necessary. The Contractor may be required to testify at the Sheffield Low-Level Waste Disposal Facility hearing as specified in Task 5.

#### ARTICLE II - PERIOD OF PERFORMANCE

The period of performance for this contract shall be from July 1, 1980 through July 31, 1980, at which time all work shall have been performed and all reports delivered. The period of performance may be extended by supplemental agreement if it becomes necessary for the Contractor to testify in hearings.

#### ARTICLE III - CONSIDERATION

The Contractor shall be paid the firm fixed price of \$9,900.00 in full consideration of the Contractor's performance hereunder.

#### ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$9,900.00.

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payments" as soon as practicable after completion and acceptance of all 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 PROJECT OFFICER

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 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 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 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 days, the Contractor shall notify the Contracting Officer.

#### VI.2 KEY PERSONNEL

For the purpose of Clause 26 of the General Provisions, Dr. George E. Heim is identified as being essential to the work being performed hereunder.

#### VI.3 INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the Project Officer.

#### VI.4 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published or distributed 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 General Provisions dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC Additions, attached hereto and made a part hereof as Attachment 3.

Clause 14 - "Patent Rights" is deleted in its entirety.

#### ARTICLE VIII - ATTACHMENTS

The following documents are attached hereto and incorporated herein by reference:

1. Special Requirements
2. NRC-3202 - "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements"
3. General Provisions, Fixed Price Research and Development Contracts Under \$10,000, dated November 14, 1977

## Special Requirements

### Reporting Requirements

#### Monthly Letter Report

Each month, the contractor shall submit 3 copies of a brief letter report which summarizes: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs: (i) current period, (ii) cumulative to date, and (iii) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent reports shall either provide revised projections or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month with distribution as follows:

Contracting Officer's Authorized Representative (1 cy)  
Office of the Director, NMSS (ATTN: Program Support) (1 cy)  
Contracting Officer (1 cy)

#### Task Reports and Final Reports

For task and final reports prepared under the provisions of this contract, the format shall be in accordance with the provisions as stated in NRC Manual Appendix 3202 for either "Formal Contractor Documents" or "Interim Contractor Documents" as appropriate.

#### Responsibilities of the Contracting Officers Authorized Representative (COAR)

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 changes in requirements; (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 representative 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 authorized representative 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 to 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; (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 question within 5 days, the Contractor shall notify the Contracting Officer.

#### Security

(The following paragraph shall apply for contracts which DO NOT involve classified information.)

- (a) It is mutually expected that the activities under this contract will not involve Restricted Data, or other classified information or material. It is understood, however, that if in the opinion of either party this expectation changes prior to the expiration or termination of all activities under this project, said party shall notify the other party accordingly in writing without delay. In any event, the contractor shall classify, safeguard, and otherwise act with respect to all Restricted Data and other classified information and material, in accordance with applicable law and requirements of the Commission, and shall promptly inform the Commission in writing if and when Restricted Data or other classified information or material becomes involved. If Restricted Data or other classified information becomes involved, or in the mutual judgement of the parties it appears likely that Restricted Data or other classified information or material may become involved, the contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.
- (b) The contractor shall not permit any individual to have access to 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.
- (c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or 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.

#### Security

(The following paragraph shall apply for the contracts which DO involve classified information.)

- 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, the classified documents and material in the contractor's possession in connection with the performance of work under this agreement. Except as otherwise expressly provided in this agreement, the contractor shall, upon completion or termination of the agreement, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this agreement. If retention by the contractor of any classified matter is required after the completion or termination of the agreement 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 is approved by the Contracting Officer, the security provisions of the agreement 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 material; 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.d. 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 to 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 any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under the agreement, 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 agreement.

#### Classification

(The following paragraph shall apply for those contracts which DO involve classified information)

" To the extent that the performance of work under this order involves classified information, the following clause is applicable. In performance of the work under this contract, the Contractor shall assign interim classification levels to all documents, material, and equipment originated or generated by the Contractor in accordance with classification guidance furnished to the Contractor by the NRC Contracting Office Representative. Each subcontract and purchase order issued hereunder involving the generation of classified documents, material, or equipment, shall include a provision to the effect that in the performance of such subcontract or purchase order the subcontractor or supplier shall assign interim classification levels to all such documents, material and equipment in accordance with classification guidance furnished by the Contractor. The Contractor shall in turn submit all documents, material and equipment generated under the Contract to the Office responsible for the contract (in this case NRC) for final classification determination. It is the responsibility of the Office originating the contract to ensure that proper classification is assigned by an Authorized Classifier.

#### Protection of Proprietary and Company Confidential Information

(This paragraph shall apply when appropriate.)

If 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 such 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.

Security Requirements Associated with Subcontracting Arrangements

Prime Contractors who desire to have subcontractors perform work associated with contracts/agreements that involve classified material must obtain prior written approval from the NRC Division's of Contracts and Security before allowing subcontractors to have access to classified material. Furthermore, the prime contractor shall be responsible for all facets of security administration during the life of the contract/agreement and shall be the only authorized conduit for this information.