

STANDARD FORM 26, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. 141CFR 1-16.101		AWARD/CONTRACT		PAGE 1 OF 5	
1. CONTRACT (Proc. Instr. Ident.) NO. <b>NRC-01-81-010</b>		2. EFFECTIVE DATE <b>MAY 13 1981</b>		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>RFPA OSD 81-010</b>	
4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:		5. ISSUED BY CODE		6. ADMINISTERED BY (If other than block 5) CODE	
US Nuclear Regulatory Commission Division of Contracts Washington, DC 20555				7. DELIVERY FOR DESTINATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)	
8. CONTRACTOR NAME AND ADDRESS CODE		FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT	
(Street, city, county, State, and ZIP code) Adams & Wojick Associates P.O. Box 1230 Orange, Virginia 22960					
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12	
US Nuclear Regulatory Commission ATTN: Patricia Rathbun 5650 NL Division of Siting, Health & Safeguards Standards, OSD, Washington, DC 20555		US Nuclear Regulatory Commission Office of Controller Washington, DC 20555			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(3)					
14. ACCOUNTING AND APPROPRIATION DATA B & R No: 10-19-04-08-1      Fin No: 87117      Appropriation Symbol: NA - \$9952.80					
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Analysis of 10 CFR Chapter I				\$9952.80
POOR ORIGINAL					
21. TOTAL AMOUNT OF CONTRACT \$ 9952.80					
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 Adams & Wojick Associates (Signature of person authorized to sign)			27. UNITED STATES OF AMERICA BY Cindy M. Fluro (Signature of Contracting Officer)		
24. NAME AND TITLE OF SIGNER (Type or print) John DeFazio		25. DATE SIGNED May 7 1981		28. NAME OF CONTRACTING OFFICER (Type or print) Joyce Perlman	
				29. DATE SIGNED 5-13-81	

## ARTICLE I

The Nuclear Regulatory Commission has undertaken a periodic and systematic review of its regulations. The underlying authority for NRC regulations derives from different sections of the Atomic Energy Act of 1954, as amended; the Administrative Procedure Act; and the National Environmental Policy Act. These regulations have been developed over a long period of time, cover vastly different kinds of licenses and licensees, and range over a wide spectrum of public health and safety and environmental issues.

As a result, not only the content, but the structure of 10 CFR Chapter I varies greatly from Part to Part. This can make the regulations difficult to follow and difficult to understand. There is also concern that internal inconsistencies may exist, e.g. arising from the use of common terms with different meanings from Part to Part and/or from the use of different terms to express the same concept. The Commission has appointed a Committee to oversee the review process, and to look into the extent of the variation of each part.

The work under this contract will consist of an analysis of Chapter I of 10 CFR to provide understanding of its internal structure with a view to providing greater clarity and coherence in the regulations.

To this end, the contractor shall perform the tasks listed below:

- Task 1. Analyze NRC regulations contained in CFR Parts 19, 20, 21, 40, 50, 51, 60, 61, 100, and 110 of 10 CFR, to reveal their internal structure, and relationships to each other. The methodology to be used is known as issue tree diagrams. An issue tree is a graphic display of the patterns of underlying connections in regulatory text.
- Task 2. Perform a coherence analysis of Parts 19, 20, 21, 40, 50, 51, 60, 61, 100, and 110 of 10 CFR using the issue trees constructed in Task 1. A coherence analysis is a technique for measuring the sources of confusion in regulations.
- Task 3. Based on the findings of the coherence analysis performed in Task 2, and after consultation with the Contracting Officer, propose alternative structures, formats, arrangements, sequences, and approaches to present the material now in 10 CFR in a clearer, more coherent manner. These alternatives shall be fully explained including discussion of the trade offs between them and the relative effort required to implement each.
- Task 4. Recommend measures which may be used to improve the clarity and simplicity of 10 CFR.

### Work Products:

- Task 1. A set of issue tree diagrams, 8½" x 11", camera-ready copy.
- Task 2. A report specifying all identified coherence problems.
- Task 3. A report presenting and explaining various organizational and restructuring alternatives.

Task 4. A report recommending measures to remedy coherence problems in 10 CFR Chapter I regulations identified in item 2 above.

#### Meetings

The Contractor shall schedule four trips to NRC in Bethesda, Maryland for the purpose of data-gathering and participation in the final briefing. These trips are not expected to exceed one day in duration. Meeting dates to be determined by NRC and Contractor.

#### Reporting Requirements

One copy of the issue tree diagrams, 8 1/2" X 11" and the above reports are to be provided to the following locations:

US Nuclear Regulatory Commission  
Attn: Ms. Joyce Perlman, Contracting Officer  
Small Purchases Section, ACB 286 SS  
Division of Contracts  
Washington, D. C. 20555

US Nuclear Regulatory Commission  
Attn: Division of Technical Information  
and Document Control  
Washington, D. C. 20555

US Nuclear Regulatory Commission  
Attn: Patricia Rathbun 5650 NL  
Division of Siting, Health & Safeguards Standards, OSD  
Washington, D. C. 20555

The NRC will arrange for any further reproduction and distribution of the issue tree diagrams and the above reports. The above specified issue tree diagrams and reports shall be prepared in accordance with NRC Manual Chapter 3202.

#### ARTICLE II - PERIOD OF PERFORMANCE

Performance under this contract will be for a period of two months from date of contract award at which time all work shall have been completed.

#### ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor the Firm Fixed Price of \$9952.80.

#### ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$9952.80.

#### ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payments" as soon as practicable after completion of each task and acceptance by the Project Officer of the final report, 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 provision of this contract. Partial payment shall be made as follows:

Task 1 - \$2600.00  
Task 2 - \$1300.00  
Task 3 - \$ 650.00

Balance of payment shall be made upon acceptance of final reports.

#### ARTICLE VI - SPECIAL PROVISIONS

##### VI.1 - KEY PERSONNEL

The following personnel are considered to be essential to the work being performed hereunder:

Dr. David E. Wojick - Principal Investigator  
Diane Adams - Administration

##### VI.2 - PROJECT OFFICER

Patricia Rathbun is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope 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 review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies/services required under this 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 the 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; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

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 copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

#### VI.4 - INSPECTION AND ACCEPTANCE

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

#### ARTICLE VII - GENERAL PROVISIONS

The contract is subject to the Fixed Price Research and Development Contracts under \$10,000.00, dated November 14, 1977, which incorporates the FPR Changes and Additions and NRC Additions, attached hereto and made a part hereof.

Clause 14 entitled "Patent Rights - Acquisition by the Government" is deleted in its entirety.

#### ARTICLE VIII - ATTACHMENTS

The following documents are attached hereto and incorporated herein:

1. General Provisions, Fixed Price Research and Development Contracts Under \$10,000.00.
2. Chapter NRC-3202, "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements".