

BACKGROUND:

The GETR facility has been shut down by Commission Order since October 1977 based on a determination that the facility cannot withstand a design basis seismic event. A schedule has now been developed for the GETR hearing. As a result, the staff is now faced with preparing discovery responses and testimony related to those seismic issues of the Order, and will be required to testify at the hearing.

OBJECTIVE:

The objective of this contract is to obtain the expert technical assistance of Dr. William J. Hall to assist the staff in preparing discovery responses and testimony related to resolving those seismic issues of the Commission's Order.

ARTICLE I - STATEMENT OF WORK:

- Task 1. Prepare and provide discovery responses as appropriate to "Intervenors; Interrogatories, dated March 16, 1981. Responses to be provided in letter report by April 20, 1981.
- Task 2. Review and evaluate technical information provided by the various parties in their response to NRC interrogatories. Letter report to be provided by May 20, 1981.
- Task 3. Provide technical support and testimony during GETR Hearing.

REPORTING REQUIREMENTS:

Provide discovery responses and testimony, as appropriate, to the Project Officer with a copy to the Technical Monitor.

1. Each of the first two tasks of this program will be completed with a task letter report. Copies of each task report are to be supplied to the technical monitor and project officer. These reports will document the technical bases, sources of data, and discovery responses and testimony as appropriate.
2. A business letter report shall be submitted at the conclusion of each task to the Director, Division of Licensing with copies to the Project Officers, J. Martore and B. Grenier, NRR; the Contracting Officer, and to Steve Scott of TIDC. These reports will contain:
 - (a) a summary of the efforts completed during the period;
 - (b) the amount of funds expended;
 - (c) any problems or delays encountered.

One (1) copy of each report is to be provided to the following locations:

U. S. Nuclear Regulatory Commission
Division of Licensing, Office of Nuclear Reactor Regulation
Attn: J. Martore
Washington, D. C. 20555

U. S. Nuclear Regulatory Commission
Division of Licensing, Office of Nuclear Reactor Regulation
Attn: B. L. Grenier
Washington, D. C. 20555

U. S. Nuclear Regulatory Commission
Attn: Joyce Perlman, Contracting Officer
Division of Contracts
Washington, D. C. 20555

U. S. Nuclear Regulatory Commission
Division of Technical Information and
Document Control
Office of Administration
Washington, D. C. 20555

MILESTONE REQUIREMENTS:

- Tasks 1 and 2. Complete responses and testimony consistent with the schedule established by ASLB and described in the Statement of Work.
- Task 3. Provide testimony during hearing (expected in June 1981).

MEETINGS AND TRAVEL:

The contractor may be required to consult with the staff on his deliberations in Bethesda, Maryland after the discovery responses and/or testimony is submitted, prior to the GETR hearing. In addition, one trip to San Francisco to attend the hearing is anticipated.

ARTICLE II - PERIOD OF PERFORMANCE:

The period of performance for this contract will commence on March 27, 1981 and all effort shall be completed by June 30, 1981.

ARTICLE III - CONSIDERATION:

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor the firm fixed price of \$8,500.00.

ARTICLE IV - OBLIGATIONS:

The amount presently obligated by the NRC with respect to this contract is \$8,500.00.

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 Task 1, in the amount of \$4,250.00 and the balance shall be due upon acceptance of Task 2 and 3, in the amount of \$4,250.00 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 - Government Furnished Material

The discovery document referenced in Tasks 1 and 2 will be supplied to the Contractor under separate cover by the Project Officer.

ARTICLE VI.2 - PROJECT OFFICER

Joseph Martore 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 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 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.

VI.3 - INSPECTION AND ACCEPTANCE

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

VI.4 - 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.5 - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research & 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 except as follows:

Clause 14 entitled, "Patents" is hereby deleted in its entirety.