

1. CONTRACT (Proc. Inv. Ident.) NO. NRC-03-81-137		2. EFFECTIVE DATE June 15, 1981		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. MR2-81-137		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 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 Waste Management Group, Incorporated ATTN: Mr. Peter Tuite 595 West Hartsdale Avenue White Plains, New York 10607		9. DISCOUNT FOR PROMPT PAYMENT Net 30	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12			

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: B. J. Snyder, TMI Program Office Washington, D.C. 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Controller Washington, D.C. 20555	
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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. 20-19-12-02 FIN No. B-8017 Amount: \$4,980.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	"TECHNICAL EVALUATION OF THE PROPOSED SUBMERGED DEMINERALIZER SYSTEM AT TMI-2"				

21. NOT TO EXCEED TOTAL AMOUNT OF CONTRACT \$4,980.00
 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.
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23. NAME OF CONTRACTOR BY Peter Tuite (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) Peter T. Tuite, Principal	25. DATE SIGNED 7/15/81	28. NAME OF CONTRACTING OFFICER (Type or print) Joyce Perlman	29. DATE SIGNED 7/22/81

ARTICLE I - STATEMENT OF WORK

A. Background:

In order to carry out its regulatory responsibility to protect public health and safety the NRC has been closely monitoring cleanup activities at TMI-2. Before significant cleanup actions are carried out by the licensee they must be reviewed and approved by NRR or the Commission. The most significant near term action proposed by the licensee is to operate a submerged demineralizer system (SDS) and EPICOR-II water polishing system to decontaminate water in the reactor building basement and reactor coolant system.

The NRC believes that expeditious cleanup of this water and the remainder of radioactivity on TMI-2 is of prime importance. As noted in the NRC staff's final Programmatic Environmental Impact Statement (PEIS, March 1981), the radioactive water in the reactor building, although presently isolated from the environment, presents a potential hazard to public health and safety. The PEIS included a scoping evaluation of possible strategies for decontaminating the water in the reactor building basement. Consideration of the licensee's proposed SDS, based on information available at the time, was given in this evaluation. The SDS evaluation in the staff's PEIS was, in large part, prepared by Waste Management Group, Inc. (WMG) as a subcontractor to Argonne National Laboratory (ANL).

Since issuance of the PEIS, the licensee has submitted a large volume of revised and detailed information pertinent to NRC's regulatory review of the SDS. Prior to NRC approval/disapproval to operate the SDS this new information and information yet to be received must be reviewed carefully.

The purpose of this contract is to obtain the services of Waste Management Group, Inc. to, as expeditiously as possible, assist the NRC staff in reviewing the technical aspects of the SDS.

B. Work Requirements:

Task 1

The contractor will work independently to review the technical specifics of the licensee's proposed SDS, especially as they related to safety and environmental considerations. Additionally the contractor will develop a model and predict evaporative release rates of tritium from processed water in the spent fuel pool housing the SDS. Specifically the contractor will review information contained in the following documents:

1. Technical Evaluation Report: Submerged Demineralizer System, submitted to the NRC by the Licensee 3/11/81.
2. System Design Description for the Submerged Demineralizer System (SDS), submitted to the NRC by the Licensee.
3. Supporting correspondence relating to SDS technical specifics.

Task 2

As necessary the contractor will provide expert testimony at court trials and public hearings/meetings which may result from NRC regulatory actions regarding the SDS.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance with respect to this contract shall commence on June 15, 1981 and all effort shall be completed by June 29, 1981.

ARTICLE III - REPORTING REQUIREMENTS

1. In addition to providing findings expeditiously by phone to the Project Officer, the contractor will supply written findings and recommendations.
2. Upon completion of the work requirements, the contractor will submit a business letter to the Project Officer with copies to the Contracting Officer and B. L. Grenier, NRR. This letter will contain:
 - a brief summary of the work performed;
 - any delays or problems encountered; and
 - an estimate of the costs for services and travel for each facility (Docket Number).

ARTICLE IV - MEETINGS AND TRAVEL

Approximately 2 trips from New York City to Washington, D.C. or Harrisburg, PA will be made. These trips are expected to be between 1 and 3 days duration.

ARTICLE V - NRC FURNISHED MATERIALS

The NRC will furnish all pertinent documentation for review by the contractor. (See items listed under Task 1.)

ARTICLE VI - PROJECT OFFICER

Bernard J. Snyder (301-492-7761) is hereby designated as the Contracting Officer's authorized representative (hereinafter referred to as 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 whatsoever.

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 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 review all costs requested for reimbursement by the contractor and submit recommendations for approval, disapproval or suspension for supplies or 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.

ARTICLE VII - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the contractor as follows:

Category	Rate (\$/Hr)	Hrs.	Total
Principal	75.00	30	\$2,250.00
Associate	53.00	40	2,120.00
Clerical	16.00	17.50	280.00
			<u>\$4,650.00</u>
Travel: to			
Washington DC	\$180.00		
Harrisburg, PA	150.00		330.00
			<u>\$4,980.00</u>

ARTICLE VIII - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$4,980.00

ARTICLE IX - 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 any other provision of this contract.

ARTICLE X - INSPECTION AND ACCEPTANCE

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

ARTICLE XI - 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 any material proposed to be published or distributed shall be submitted to the Contracting Officer.

ARTICLE XII - GENERAL PROVISIONS

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

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

For purposes of this contract, the phrase "term of the contract" as contained in Clause 29 of the General Provisions entitled "Work for Others", is defined as the contract's period of performance.