FED. PROC. REG. (41CFR) 1-16.101

1. CONTRACT (Prov. Inst. Ident.) NO.: NRC-03-81-139

2. EFFECTIVE DATE: 9/28/81

3. REQUISITION/PURCHASE REQUEST/PROJECT NO.: RS-NRR-81-139

4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING

5. ISSUED BY CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555

6. ADMINISTERED BY (If other than block 5) CODE

7. DELIVERY FOR DESTINATION [X] OTHER (See below) [ ]

8. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

Gage-Babcock and Associates, Inc.
135 Addison Avenue
Elmhurst, Illinois 60126

(Street, city, county, State, and ZIP code)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30 days

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12

11. SHIP TO/MARK FOR CODE

U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
ATTN: Mr. R. Ferguson
Washington, DC 20555

12. PAYMENT WILL BE MADE BY CODE

U.S. Nuclear Regulatory Commission
Office of the Controller
Washington, DC 20555

13. THIS PROCUREMENT WAS [ ] ADVERTISED, [X] NEGOTIATED, PURSUANT TO [ ] 10 U.S.C. 2304 (a)( ) [X] 41 U.S.C. 252 (c)(20)

14. ACCOUNTING AND APPROPRIATION DATA

20-19-04-14 BB015 AMOUNT OBLIGATED BY THIS ACTION: $5,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	"Fire Protection Program: Review and Evaluation V" This time/material contract is issued pursuant to the terms and conditions of Basic Ordering Agreement Number NRC-03-78-131 for Technical Assistance for Fire Protection Program Review and Evaluation				
	Incrementally Funded Ceiling Amount	Time/Material Contract			

21. TOTAL AMOUNT OF CONTRACT $ 86,742.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. [X] 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 _____ (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA

BY _____ (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print)

25. DATE SIGNED

28. NAME OF CONTRACTING OFFICER (Type or print)

Mary Jo Mattia

29. DATE SIGNED

SEP 29 1981

26-103

8110060064 810929
PDR CONTR
NRC-0381-139 PDR

TABLE OF CONTENTS

Article I	Statement of Work
Article II	Level of Effort and Period of Performance
Article III	Reporting Requirements
Article IV	Meetings and Travel
Article V	NRC Furnished Materials
Article VI	Consideration
Aritlce VII	Overtime
Article VIII	Estimated Cost and Obligation
Article IX	Private Use and Protection of Unclassified Government Information
Article X	Key Personnel
Article XI	Technical Direction
Article XII	Project Officer
Article XIII	Inspection and Acceptance
Article XIV	Billing Instructions
Article XV	Payments
Article XVI	General Provisions for Fixed Price Supply Contracts
Attachment 1	General Provisions - Fixed Price Supply Contracts

Article I - STATEMENT OF WORK

A. Background

Applicants seeking an operating license (OL) for a nuclear power plant must submit to NRC for review and evaluation their fire protection programs. The NRC requires technical assistance in performing these reviews.

B. Objective

The objective of this project is to obtain technical expertise to assist the Chemical Engineering Branch, NRR, in their review and evaluation of applicants' fire protection programs for nuclear power plants undergoing licensing review.

C. Work Requirements

Using 10 CFR Part 50, Appendix R, and the guidelines contained in the Standard Review Plan, Section 9.5.1, "Fire Protection System" and Appendix A, thereto, the contractor shall perform the following tasks for each facility cited herein:

Task 1

The contractor shall review and evaluate the licensee's fire protection program, prepare and submit a draft technical evaluation report, including any outstanding issues or need for clarifying information.

Task 2

The contractor shall conduct a site visit in accordance with the procedure stipulated in the Basic Ordering Agreement.

Task 3

The contractor shall incorporate NRC comments and information obtained from the site visit (if performed at the time) and prepare and submit a technical evaluation report.

Task 4

The contractor shall incorporate information obtained from the site visit (if not previously incorporated) and other comments received, e.g., ACRS, and prepare and submit a technical evaluation report for input to the Branch Supplemental Evaluation Report.

Task 5

Contingent upon the responses of the licensees or as required by the Project Officer, the contractor shall be required to attend public hearings pertaining to the request for exemptions. It is estimated that a maximum of one (1) public hearing may be held for each facility.

Facilities Which are to be Reviewed

Facility Name		Schedule of Completion Dates of Tasks
Seabrook		
Task	1	9/15/81
	2	11/15/81
	3	10/01/82
	4	12/01/82
Byron/Braidwood 1/2		
Task	1	12/15/81
	2	01/15/82
	3	02/15/82
	4	05/15/82
	5	
Catawba		
Task	1	04/15/82
	2	06/15/82
	3	10/15/82
	4	12/01/82
River Bend		
Task	1	07/01/82
	2	07/15/82
	3	08/15/82
	4	10/08/82

Article II - Level of Effort and Period of Performance

The performance of the work described herein shall commence on the effective date of the resultant contract and shall continue through eighteen (18) months thereafter.

Article III -
Reporting Requirements

1. Upon completion of each facility, the contracts shall provide the project officer with a letter report which includes, as appropriate, recommended requests for additional information, safety evaluation report input, and supplemental safety evaluation report input.

2. Monthly Letter Report

Each month, the contractor shall submit six (6) copies of a letter report which shall contain for each task (1) the work performed during the previous month, highlighting significant findings, identifying current or anticipated problems, and any proposed solution to the problems; (2) the work to be performed during the next report period; and (3) the amount of funds expended for manpower during the period and cumulative to date for each task.

3. Report Distribution

The reports shall be due by the 15th of each month, with distribution as follows:

Project Officer	One (1) copy
Director, Divison of Engineering	
ATTN: C. Poslusny	One (1) copy
W. Johnston	One (1) copy
D.E. Grenier	One (1) copy
B.L. Grenier	One (1) copy
Contracting Officer	One (1) copy

Article IV -
Meetings and Travel

1. The contractor shall be required to attend approximately four meetings in Bethesda and Washington, DC. These meetings shall usually be of one to two days duration and include two members of the contractor's staff. For planning and budgeting purposes, the contractor should assume two hearings of two days duration each for two of the plants listed above.

2. The contractor shall be required to travel to the location of the public hearings. For planning and budgeting purposes, it is estimated that one meeting may have to be attended for each facility.

Article V - NRC FURNISHED MATERIAL

The contractor shall be provided with the NRC Protection Criteria Guidelines and applicant SAR at the commencement of subject contract.

Article VI - CONSIDERATION

A. In full consideration of the satisfactory performance of work as required hereunder, the Nuclear Regulatory Commission shall pay the contractor the following fixed labor rates which include a base hourly rate, an overhead rate of and an profit.

Labor Classification	Period thru Oct. 31, 1981	Nov. 1, 1981 thru Oct. 31, 1982	Nov. 1, 1982 thru Mar. 27, 1983
1. Senior Engineer			
2. Supervisory Engineer			

The total direct labor costs for which the contractor may be reimbursed shall not exceed $30,373.00. The total ceiling hours established herein are 1560, unless otherwise modified by the Contracting Officer.

B. The costs for periods of travel as directed by the Contracting Officer or the Project Officer shall not exceed $6,882.00 without prior approval of the Contracting Officer.

The contractor shall be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed the following rates for each designated area:

a. Seabrook, New Hampshire	$50.00
b. Central, Illinois	$50.00
c. Clover, South Carolina	$50.00
d. St. Francisville, Louisiana	$50.00
e. Bethesda, Maryland	$75.00

2. The cost of travel by privately owned automobile and/or airplane shall be reimbursed at the rate of 22.5¢ per mile.

3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.

4. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accomodations were not available. First-class air travel is not authorized.

5. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of $15.00.

It is estimated that the total cost to the Government for the full performance of travel as set forth in Article VI, Section B and its subitems will not exceed the total estimated amount indicated therein. The contractor shall notify the Contracting Officer, in writing, whenever and as soon as he has reason to believe that the amounts payable and reimbursable travel, together with the amounts previously paid or reimbursed, will exceed the total estimated amount therefor. This notification shall give the contractor's revised estimate of the total amount for the full performance of travel and such other information as may be requested by the contracting office. The Contracting Officer may, upon receipt of such notice or whenever he considers it necessary, increase or further increase the total estimated amount for the performance of travel.

C. The total ceiling amount to be paid and above which the contractor shall not exceed is $86,742.00.

Article VII - Overtime

No overtime or double time will be used on the work without prior written approval of the Contracting Officer.

Article VIII - Estimated Cost and Obligation

1. The presently estimated cost of the work under this contract is $86,742.00.

2. The amount presently obligated by the Government with respect to this contract is $5,000.00. It is contemplated that additional funds will be obligated under subject contract up to the contract ceiling price through issuance of unilateral modification to the contract. The contractor agrees to perform or have performed work on this contract up to the point at which the total amount paid and payable by the Government pursuant to the terms of this contract approximates but does not exceed the total amount actually obligated herein. If at any time the contractor has reason to believe that the costs he expects to incur in the performance of this contract in the next sixty (60) days, when added to all costs) previously incurred, will exceed 75% of the total amount obligated under the contract, the contractor shall notify the Contracting Officer in writing to that effect.

3. It is estimated that the funds currently obligated will cover performance through October 31, 1981.

ARTICLE IX - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.

B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.

C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE X - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

Mr. Bert Cohn

ARTICLE XI - TECHNICAL DIRECTION

A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE XIII of this contract. The term "Technical Direction" is defined to include the following:

1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.

2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.

3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.

ARTICLE XII - PROJECT OFFICER

Robert Ferguson 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.

Article XIII- Inspection and Acceptance

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

Article XIV- Billing Instructions

A. Form. Invoices shall be submitted in an original and four (4) copies on the Contractor's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal" and Continuation Form 1035. These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, N.W., Washington, DC 20801.

B. Destination. Invoices shall be submitted in the form and number prescribed above in Paragraph A to the following address:

U.S. Nuclear Regulatory Commission
Division of Accounting; Office of the Controller
Attn: GOV/COM Accounts Section
Washington, DC 20555

Article XV Payments

Payment shall be made in accordance with Clause 7 of the General Provisions entitled, "Payments" and as follows upon the submission of properly certified invoices or vouchers approved by the Contracting Officer:

A. Time Rate

1. The amounts shall be computed by applying the appropriate time rate or rates set forth herein to the number of direct labor hours of work performed. Fractional parts of an hour shall be payable on a prorated basis.

2. Invoices shall be prepared in sufficient detail to show the number of hours of work performed for each requirement set forth in Article I.

B. Payments by the Commission based on the foregoing provisions of this contract will be made as promptly as is reasonably practicable after submission to the Contracting Officer of vouchers and such other supporting documents or evidence as the Contracting Officer may require. Said payments shall be tentative and subject to subsequent audit and adjustment to assure that payment is properly effected in accordance with the provisions of this contract and the cost principles in FPR 1-15. The contractor shall substantiate vouchers by evidence of actual payment or such other substantiation approved by the Contracting Officer. At any time or time prior to final payment under this contract, the Contracting Officer may call for an audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment therefore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers.

The contractor shall be paid in accordance with the amounts computed by applying the appropriate time rate or rates set forth in Article VI - Consideration to the number of direct labor hours of work performed. Fractional parts of an hour shall be payable on a prorated basis. Payments will normally be made monthly, but may be varied by the Contracting Officer if conditions so warrant.

Invoices shall be prepared in sufficient detail to show the number of hours of work performed for each requirement.

C. Financial Settlement. Prior to final payment under this contract, the contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(a) An assignment to the Government in form and substance satisfactory to the Contracting Officer of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the contractor has been reimbursed by the Government under this contract; and

(b) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims, arising out of or under this contract, subject to the following exceptions:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the contractor;

2. Claims, together with reasonable expenses incidental hereto, based upon liabilities of the contractor to third parties arising out of performance of this contract: Provided, that such claims are not known to the contractor on the date of the execution of the release: And provided further, that the contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the contractor that the Government is prepared to make final payment, which ever is earlier; and

3. Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents.

The contractor agrees that any refunds, rebates or credits (including interest thereon) accruing to or received by the contractor, which arise under this contract and for which the contractor has received reimbursement, shall be paid by the contractor to the Commission. The contractor shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Commission of any such refunds, rebates or credits (including any interest thereon) in form and substance satisfactory to the Commission.

4. Cost Information. The contractor shall maintain current cost information adequate to reflect the cost of performing work under this contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.

5. Records. The contractor shall keep and maintain records and books of account which show accurately, and in an adequate manner, the basis for receiving compensation under this contract. The contractor shall preserve said records and books of account for a period of three (3) years after the date of final payment under this contract. The Commission shall at all reasonable times, prior to and after the date of final payment under this contract, have the right to examine and make copies of such records and books.

D. Frequency. The contractor shall submit an invoice once each month, unless otherwise determined by the Contracting Officer.

E. Content

1. Name and address to which payment is to be sent
2. Voucher #
3. Date of Voucher
4. Contract number and date
5. Description of articles or services, labor categories, applicable hourly rates, other costs incurred. Detail hours worked by labor category, total amount for each labor category, and total amount of voucher.
6. Indicate period covered by invoice.

Article XVI- General Provisions for Fixed Price Supply Contracts (Revised 7/30/80)

A. The contract shall be subject to the Fixed Price Supply Contract General Provisions, dated June 30, 1980, attached hereto, which incorporates the Standard Form 32 (Rev. 4-75 General Provisions, June 1976).

FPR changes and NRC additions to Standard Form 32 General Provisions is further modified as follows:

1. Clause No. 33 entitled, "Preference for U.S. Flag Air Carriers" is deleted in its entirety.

2. Clause No. 41 entitled, "Publication and Publicity is deleted in its entirety.

3. The clause entitled, "Audit," attached hereto and forming a part hereof, is added as Clause No. 47.