

AWARD/CONTRACT

1 16

1 CONTRACT (For Inv. Item 1 and 2) NRC-03-82-121
 2 EFFECTIVE DATE AUG 6 1982
 3 REGISTRATION / RELEASE REQUEST PROJECT NO. RS-NRR-82-121
 4 ENTERED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING
 5 ISSUED BY U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555
 6 ADMINISTERED BY (If other than block 5)
 7 DELIVERY FOR DESTINATION NATION OTHER (See below)

8 CONTRACTOR NAME AND ADDRESS Gage-Babcock and Associates, Inc.
 135 Addison Avenue
 Elmhurst, ILL 60126
 FACILITY CODE
 9 DISCOUNT FOR PROMPT PAYMENT Net 30 days
 10 SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12 and as further set forth in Article VII.

11 SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission
 Division of Contracts
 ATTN: Mr. Robert Ferguson, NRR
 Washington, DC 20555
 12 PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission
 Office of Resource Management
 Division of Accounting and Finance
 ATTN: GOV/COM ACCOUNTS
 Washington, DC 20555

13 THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO 10 U.S.C. 2304 (a)(1) Washington, DC 20555 41 U.S.C. 252 (a)(1)

14 ACCOUNTING AND APPROPRIATION DATA
 B&R No.: 20-19-40-41-2 FIN No.: B8028 Obligate: \$32,000.00

15 ITEM NO.	16 SUPPLIES/SERVICES	17 QUANTITY	18 UNIT	19 UNIT PRICE	20 AMOUNT
	Fire Protection Program Review: Case Work Plant 2"				
(Incrementally Funded Time & Material Contract)					

21. TOTAL AMOUNT OF CONTRACT \$ 52,844.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. 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 Bert M. Cohn, Sr. (Signature of person authorized to sign)
 24. NAME AND TITLE OF SIGNER (Type or print) Bert M. Cohn, Sr. Vice Pres.
 25. DATE SIGNED 13 July 82
 26. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia
 27. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
 28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia
 29. DATE SIGNED 5/6/82

TABLE OF CONTENTS

	<u>PAGE</u>
Article I - Statement of Work	3
Article II - Period of Performance	7
Article III - Consideration	7
Article IV - Overtime	9
Article V - Estimated Cost and Obligation	9
Article VI - Payment	10
Article VII - Billing Instructions	12
Article VIII - Key Personnel	13
Article IX - Technical Direction	13
Article X - Project Officer	15
Article XI - Acceptance	15
Article XII - General Provisions	15

Article I - Statement of Work

A. Background

Applicant's for an Operating License (OL) for a nuclear power plant provide a Final Safety Analysis Report (FSAR) and a Fire Hazards Analysis (FHA) which describes the Fire protection program for the facility. NRR evaluates this program for conformance with NRC guidelines and requirements and issues a Safety Evaluation Report (SER) to support its license decision. NRR also responds to issues raised by the Advisory Committee on Reactor Safeguards (ACRS) and the Atomic Safety Licensing Board (ASLB) in public meetings or hearings.

B. Objective

The objective of this effort is to obtain expert technical personnel to assist in the review and evaluation of FSAR's and FHA's submitted by applicants for the purpose of obtaining an OL.

C. Work Requirements

The contractor shall perform the following tasks in the review and evaluation of the fire protection program for each nuclear power plant cited below utilizing the acceptance criteria contained in guidance NUREG-0800, Section 9.5-1 to determine whether the program meets General Design Criteria 3 of Appendix A to CFR Part 50.

Task 1 Review of Safety Evaluation Report (SER)

The contractor shall assist in the resolution of issues identified in the DTER and in the preparation of the NRC SER. Within 10 days after completion of the SER by the NRC, the contractor shall receive the SER for review. Upon completion of the review, the contractor shall submit a letter report which indicates the scope of the contractor's evaluation and degree to which the SER accurately reflects the results of the contractor's recommendations.

Task 2 Site Survey

The contractor shall perform a site survey of installed configurations of fire protection features and structures, systems and components important to safety to confirm compliance with the FSAR, FHA, and SER. During the survey, the contractor shall identify deviations from the NRC acceptance criteria and evaluate the licensees' justification therefor. Upon completion of the survey, the contractor shall submit a letter report which identifies the deviations from the NRC acceptance criteria and recommends deviations which are acceptable and positions for deviations which are not acceptable. The contractor shall provide a technical basis for all recommendations.

Task 3. Review of Supplemental Evaluation Report (SSER)

The contractor shall assist in the resolution of open issues resulting from the SER, site survey, Advisory Committee for Reactor Safeguards (ACRS) requests, or public hearings, and in the preparation of the SSER. Within ten (10) days after completion of the SSER by the NRC, the contractor shall receive the SSER for review. Upon completion of the review, the contractor shall submit a letter report which indicates the scope of the contractor's evaluation and degree to which the SSER accurately reflects the results of the contractor's recommendations.

Task 4 Hearing Testimony

Contingent upon the responses of the licensees or as required by the NRC Project Officer, the contractor shall be required to attend public hearings and provide expert testimony in the area of fire protection. It is estimated that a maximum of one (1) public hearing may be held at the location of each plant.

D. -- Plants to be Evaluated and Schedule of Performance

The following is a list of the plants to be evaluated and the projected performance schedule for each.

GROUP A PLANTS

<u>Calloway 1 and 2</u>	<u>Completion Schedules (after award date)</u>
Site Survey	one month
Review SSER	three months
Hearing Testimony	four weeks after receipt of request
<u>Wolf Creek 1 and 2</u>	
Site Survey	one month
Review SSER	three months
Hearing Testimony	four weeks after receipt of request
<u>Midland 1</u>	
Review SER	one month
Site Survey	three months
Review SSER	six months
Hearing Testimony	four weeks after receipt of request

GROUP B PLANTS

WNP-2

Site Survey	two months
Review SSER	three months
Hearing Testimony	four weeks after receipt of request

E. Reporting Requirements1. Task Letter and Evaluation Reports

Within ten days after completion of each task, the contractor shall submit a letter or evaluation report which addresses the issues stipulated for each task.

2. Business Letter Reports

The contractor shall submit a business letter report by the 15th of each month which identifies the title of the project, the contract number, FIN numbers, principal investigator, the reporting period and contains two (2) sections as follows:

a. Project Status Section

1. A listing of the efforts completed during the period; milestones reached, or if missed, an explanation provided.
2. Any problems or delays encountered or anticipated and recommendations for resolution. ^{1/}
3. A summary of progress to date (this may be expressed in terms of percentage completion for each task).
4. Plans for the next reporting period.

b. Financial Status Section

1. Provide the total cost (value) of the project as stated in the contract and the total amount of funds obligated to date.
2. Provide the total amount of funds expended (costed) during the period and cumulative to date as follows:

1/ If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (costs), or period of performance, a separate letter should be prepared and submitted to the Contracting Officer, DC, with copies provided to the Director, Division of Engineering, ATTN: C. Poslusny, and B. L. Grenier, NRR.

	<u>Period</u>	<u>Cumulative</u>
Direct labor		
Overhead (G&A)		
Professional Support		
Travel		
Subcontracts		
Equipment & Materials		(%) <u>2/</u>
Total		

Provide the total amount of funds expended during the period (costed) and cumulative to date for each task, i.e., each plant review. 3/

Distribution of all reports will be as follows:

- Project Officer 1 copy
- Director, Division of Engineering, NRR 1 copy
- Acting Officer, Division of Contracts 1 copy

and Travel

For each plant review it is anticipated that the contractor shall be required to attend the following meetings:

- Meetings of two days duration each to be held at NRC, Bethesda, Maryland offices (total of 12 meetings).
- Site survey of five days duration to be held at the location of the nuclear power plant (total of 4 meetings).

... the percentage against total funds obligated to date.

... of licensing nuclear power must be kept by NRC under the Licensee program for the purpose of billing the utility for processing the application.

3. 1 meeting with the ACRS of two days duration to be held at NRC, Washington, DC offices (total of 4 meetings).
4. 1 public hearing of two days duration to be held at the location of the nuclear power plant.

The exact time and location of each meeting will be specified by the NRC PO.

G. Government Furnished Materials

At the time of contract award, the contractor shall be provided with one copy of the Final Safety Analysis Report (or selected portions thereof), and fire hazards analysis. Any other related documentation required will be forwarded to the contractor during the performance of each task.

ARTICLE II - PERIOD OF PERFORMANCE

The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to March 25, 1983.

ARTICLE III - 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 direct and indirect labor, overhead and profit:

<u>Labor Classification</u>	<u>Performance Period</u>	<u>Rate</u>
Senior Engineer	Date of Award - 10/31/82	47.60
	11/01/82 - 03/25/83	51.40
Principal	Date of Award - 10/31/82	90.10
	11/01/82 - 03/25/83	97.31

The total direct labor costs for which the contractor may be reimbursed shall not exceed \$36,066.00. The total ceiling hours established herein are 730 man-hours, 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 \$16,538.00 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:

Calloway (St. Louis, Missouri)	- \$65.00
Midland (Saginaw, Michigan)	- \$55.00
Wolf Creek (Kansas City, Kansas)	- \$55.00
WNP 2 (Pasco, Washington)	- \$55.00
Bethesda, Maryland	- \$75.00

2. The cost of travel by privately owned automobile and/or airplane shall be reimbursed at the rate of \$.205 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 accommodations 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 III, 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. Other material costs will be paid at cost only at a total amount not to exceed \$240.00 without prior approval of the Contracting Officer.
- D. The total ceiling amount to be paid and above which the contractor shall not exceed is \$52,844.00.

ARTICLE IV - OVERTIME

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

ARTICLE V - ESTIMATED COST AND OBLIGATION

- A. It is estimated that the total cost to the Government for full performance of this contract will be \$52,844.00.
- B. Total funds currently available for payment and allotted to this contract are \$32,000.00.
- C. It is estimated that the amount currently allotted will cover period of performance through October 1, 1982.

ARTICLE VI - PAYMENT

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 1.

- 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.

ARTICLE VI - PAYMENTS (continued)

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 VII- BILLING INSTRUCTIONS

- A. Form. Invoices shall be submitted in an original and four 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, NW, 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
Office of Resource Management
Division of Accounting and Finance
ATTN: GOV/COM ACCOUNTS
Washington, DC 20555

ARTICLE VIII - KEY PERSONNEL

Pursuant to this Article 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.

Bert Cohn

ARTICLE IX - 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 X 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 drawing 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 IX - TECHNICAL DIRECTION (continued)

- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provision entitled "Changes."
 3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.

- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the contractor's performance, and may even result in the contractor expending funds for unallowable costs under the contract.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes"

ARTICLE X - 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 XI - ACCEPTANCE

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

ARTICLE XII - GENERAL PROVISIONS FOR FIXED PRICE RESEARCH & DEVELOPMENT CONTRACTS

The contract shall be subject to the Fixed Price Research and Development Contract General Provisions, attached hereto, the following deletions are made:

Clause 25 - Contract Work Hours and Safety Standards Act - Overtime Compensation

Privacy Act Notification - Clause 51

Privacy Act - Clause 52

Preference for U.S. Flag Air Carriers - Clause 57

Payments - Clause 2

PART IV

LIST OF ATTACHMENTS

Optional Form 60	Attachment <u>1</u>
Proposal Summary and Data Sheet	Attachment <u>2</u>
General Provisions	Attachment <u>3</u>
NUREG-0800	Attachment <u>4</u>