

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-05-82-252**

2. EFFECTIVE DATE **7/1/82**

3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **OIE-82-252**

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

5. ISSUED BY **US Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555**

6. ADMINISTERED BY (If other than block 5)

7. DELIVERY FOB DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Office of Environmental Affairs
ATTN: Mr. B. Jim Porter, Asst. Secretary
Dept. of Natural Resources
P.O. Box 44066
Baton Rouge, LA 70804**

9. DISCOUNT FOR PROMPT PAYMENT **Net**

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

11. SHIP TO/MARK FOR **US Nuclear Regulatory Commission
ATTN: Catherine T. Yaczko E/W 359
Division of Fuel Facilities OIE
Washington, DC 20555**

12. PAYMENT WILL BE MADE BY **US Nuclear Regulatory Commission
Office of the Controller
Washington, DC 20555**

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

14. ACCOUNTING AND APPROPRIATION DATA
B & R No. 30-19-04-03 FIN No. B8703 NTE \$10,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Louisiana Offshore Radiological Licensee Survey				

21. **NOT TO EXCEED** TOTAL AMOUNT OF CONTRACT \$ **10,000.00**

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 **Frank P. Simoneaux** (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY **John E. Rebello** (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **Frank P. Simoneaux
Secretary**

25. DATE SIGNED **9-16-82**

28. NAME OF CONTRACTING OFFICER (Type or print) **John E. Rebello**

29. DATE SIGNED **9/24/82**

ARTICLE I - STATEMENT OF WORK

A. Background

On September 3, 1981 the Nuclear Regulatory Commission (NRC) published (46 FR 44149) in the Federal Register a final rule that (1) clarifies its jurisdiction (with respect to Agreement States*) over persons using by-product, source, or special nuclear materials in certain "off-shore waters,"** (2) recognizes Agreement State specific licenses in an NRC general license covering activities in these waters, and (3) allows Agreement States, under section 274 (i) of the Atomic Energy Act of 1954, as amended, to perform inspections and other functions for NRC in these waters. Pursuant to this rule, the NRC expects to eventually enter into formal agreements under Section 274(i), whereby NRC will authorize certain States to perform for and on its behalf certain functions in "off-shore waters".

*States which have entered into an Agreement with the Atomic Energy Commission or the NRC pursuant to Section 274 of the Atomic Energy Act of 1954, as amended under which the NRC has relinquished to such States the majority of its regulatory authority over source, byproduct, and special nuclear material in quantities not sufficient to form a critical mass.

**"Off-shore waters" means that area of land and water, beyond Agreement States Submerged Lands Act Jurisdiction, on or above the U.S. Outer Continental Shelf.

B. Work Required

The Contractor (State of Louisiana) will undertake and perform a survey, providing the following information and performing the activities as described below:

1. Identification of Licensees

Identify the number of Louisiana licensees currently performing activities pursuant to 10 CFR Part 150 in off-shore water, including their identity by name and license number. If possible, identify other licensees including the agency which issued their licenses.

2. Identification of Work Locations

Identify the appropriate locations in the off-shore waters where work is currently being performed. If possible, identify locations where work has been performed in the preceding 12 month period and where work is anticipated in the next 12 month period.

3. Description of Work

For each location provide a description of the work being performed, methods of handling licensed material including storage, procedures for transporting material to and from off-shore locations, the number of radiation workers employed by each licensee at each off-shore location, the number of non-radiation workers at each off-shore location, and any problems encountered, e.g. authorization for access to barges.

4. Site Visits

In the performance of item c. above, make at least three, but not more than five, actual surveillance visits to off-shore locations where the licensed activity is being performed, and, if possible, observe actual work being carried out. During each visit, assess the radiological safety aspects and procedures and take photographs if possible.

C. Reporting Requirements

Not later than nine (9) months after the effective date of this contract, the Contractor shall furnish the final report including photographs in twelve (12) copies. This report shall contain all of the information included under Work Required. For the final report prepared under the provisions of this contract, the format shall be in accordance with the NRC Manual Chapter 3202 entitled "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements."

The copies of the report are to be distributed as follows:

US Nuclear Regulatory Commission ATTN: Catherine T. Yaczko E/W 359 Fuel Facilities & Materials Branch Division of Fuel Facilities Materials and Safeguards Office of Inspection & Enforcement Washington, DC 20555	Ten copies
US Nuclear Regulatory Commission ATTN: Division of Technical Information and Document Control Washington, DC 20555	One copy
US Nuclear Regulatory Commission ATTN: Mr. John Rebello, Chief Small Purchases Section AR 2223 Division of Contracts Washington, DC 20555	One copy

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract will commence on July 1, 1982 and shall end on March 31, 1983.

ARTICLE III - AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR

~~Funds are not presently available for performance under this contract beyond FY 1982. The Government's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money for performance under this contract beyond September 30, 1982 shall arise unless and until funds are made available to the Contracting Officer for such performance and notice of such availability, to be confirmed in writing by the Contracting Officer, is given to the contractor.~~

ARTICLE IV - OBLIGATION

The amount presently obligated by the NRC with respect to this contract is NOT TO EXCEED ten-thousand dollars (10,000.00).

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payment" as soon as practicable after successful completion of each course 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.

In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, as herein provided.

If this order provides for a discount, the contractor shall indicate the order's discount terms on the invoice or voucher.

ARTICLE VI - PROJECT OFFICER

Catherine T. Yaczko 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 costs; nor to terminate or settle any claim or dispute arising under the contract; nor to 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 the contractor 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 this contract;
2. not constitute new assignment of work or change of 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
4. not constitute a basis for any increase in the contract price.

ARTICLE VII - INSPECTION AND ACCEPTANCE

Acceptance of the services and final report to be delivered hereunder will be made by the Project Officer.

ARTICLE VIII - GENERAL PROVISIONS

This contract is subject to the attached General Provisions entitled "Fixed Price Research and Development Contracts Under \$10,000.00," dated November 14, 1977, which incorporates the FPR Changes and Additions and NRC Additions.

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