

1. CONTRACT (Form Inv Ident) NO: **NRC-03-83-099**
 2. EFFECTIVE DATE: **1/31/83**
 3. REQUISITION/PURCHASE REQUEST/PROJECT NO: **RFPA NRR-83-099**
 4. CERTIFIED 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 TO DESTINATION: **OTHER (See below)**

8. CONTRACTOR NAME AND ADDRESS: **Future Resources Associates, Inc.
2000 Center Street, Suite 418
Berkeley, California 94704**
 9. DISCOUNT FOR PROMPT PAYMENT: _____
 10. SUBMIT INVOICES (# copies; unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR: _____
 12. PAYMENT WILL BE MADE BY: **U.S. Nuclear Regulatory Commission
ORM/Div. 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) 41 U.S.C. 252 (c)(1)(D)

14. ACCOUNTING AND APPROPRIATION DATA
 B&R No.: **20-19-20-21-1** FIN No.: **B8636** Obligate: **\$37,115.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	CONSULTANT SERVICES OF DR. R. BUDNITZ TO REVIEW SEP INTEGRATED PLANT SAFETY ASSESSMENT REPORTS	Phase I	1	Lot	\$31,750.00
		Phase II (See Articles III & IV)			\$5,365.00

8302180519 830210
PDR CONTR
NRC-03-83-099 PDR

FULLY FUNDED FIXED PRICE REQUIREMENTS CONTRACT

TOTAL AMOUNT OF CONTRACT \$ 37,115.00

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: **Robert J. Budnitz**
 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): **ROBERT J. BUDNITZ
PRESIDENT, FUTURE RESOURCES**
 25. DATE SIGNED: **4 February 1983**

28. NAME OF CONTRACTING OFFICER (Type or print): **Kellogg V. Morton**
 29. DATE SIGNED: **2-10-83**

TABLE OF CONTENTS

This Contract Consists Of:

1. Cover Page
2. Table of Contents
3. Contract Schedule
 - Article I Statement of Work
 - Article II Period of Performance
 - Article III Supplies/Services
 - Article IV Ceiling
 - Article V Type of Contract and Payment
 - Article VI Technical Direction
 - Article VII Project Officer
 - Article VIII Private Use and Protection of Unclassified Government Information
 - Article IX Inspection of Services
 - Article X Key Personnel
 - Article XI General Provisions, Alterations
4. Attachments
 - Appendix A - General Provisions for Fixed Price Research and Development Contracts
 - Appendix B - Billing Instructions for Fixed Price Contract

Article I - Statement of Work

A. Project

This work is part of the Systematic Evaluation Program (SEP) and consists of a review of the staff's Integrated Plant Safety Assessment Report of differences identified from current licensing criteria for 137 selected topics to reach integrated and balanced backfitting decisions.

B. Background

The ongoing Systematic Evaluation Program (SEP) is meant to provide (1) an assessment of the significance of differences between current technical positions on safety issues (as expressed in regulations, Standard Review Plan, guides, etc.), and those that existed when a particular plant was licensed, (2) a basis for deciding on how these differences should be resolved in an integrated plant review, (3) a documented evaluation of plant safety, and (4) an overall evaluation of all safety topics evaluated in the SEP and other ongoing reviews, e.g., fire protection.

The SEP has been described in Commission papers (SECY 76-545, November 12, 1976 and SECY 77-561, October 26, 1977). Seven of the 11 plants chosen for review have Provisional Operating Licenses (POL). The SEP review will aid in the conversion of these POL's to Full Term Operating Licenses. As described in SECY 77-561, each plant is being reviewed against 137 topic areas to determine whether it meets or deviates from present criteria. Some of these topics were subsequently determined to be generic; that is, the topic has been identified as one which applies to many plants, e.g., Unresolved Safety Issues (USI), TMI Action Plan Tasks and other multi-plant issues. The SEP topics that are encompassed by TMI or USI programs have not been reviewed as a part of the SEP topic reviews to minimize duplication; however, the status of each applicable TMI or USI reviews, and the ongoing operating reactor multi-plant issue reviews are being considered with the SEP Integrated Assessment to improve the effectiveness and efficiency of these efforts and to minimize any adverse impact on licensees.

The Integrated Plant Safety Assessment Report (IPSAR) identifies differences from current licensing criteria which have not been resolved during individual topic reviews, assesses those differences and recommends, where appropriate, backfitting. Factors such as safety significance, costs, man-rem and risk (e.g., PRA techniques were utilized for assessing some differences) are considered in reaching backfit recommendations. Before any such backfitting decision are finalized, the results will be integrated with other NRC requirements (i.e., TMI or USI item) to ensure efficient, effective regulation.

C. Objectives

The NRC staff objective for this work assignment is to obtain an independent review of the staff's Integrated Plant Safety Assessment Report for the plants listed in Table 1 under Item E by recognized experts in the field of nuclear power safety systems design.

D. Work Requirements

Task 1 - Review of Integrated Plant Safety Assessment Reports

Estimated Level of Effort: 50 man-days over a period of nine months.

Based on a review of the Integrated Plant Safety Assessment Reports for the plants listed in Table 1 under item E, provide an evaluation of the adequacy of the rationale used by the staff in identifying and making recommendations for backfit requirements.

Task 2 - On Call Consulting Services

Estimated Level of Effort: 5 man-days over a period of nine months.

Based on the Consultants experience gained from the IPSAR reviews, the Consultant shall provide comments or testimony, as directed, regarding recommendations or comments for any proposals the staff may generate for continuation or redirection of SEP.

The Project Manager will provide in writing, instructions for all on call consulting assignments within the scope of this task.

E. Plants Affected and Proposed Schedule

The subject work assignment is scheduled to be completed by the contractor within 30 days of receipt of each plant's Integrated Plant Safety Assessment Report (IPSAR). The schedule is:

<u>Plant</u>	<u>IPSAR from NRC</u>	<u>Project Completion</u>
Yankee Rowe	1/31/83	3/31/83
LaCrosse	3/31/83	5/31/83
Haddam Neck	2/28/83	4/29/83
Big Rock Point	4/29/83	6/30/83
San Onofre 1	7/31/83	9/30/83

F. Reporting Requirements

1. At the completion of the consultant's review of each Integrated Plant Safety Assessment Report, the consultant shall provide a technical evaluation letter report summarizing the results.
2. A monthly business letter report is to be submitted by the fifteenth of the month to the Project Officer with copies to the Contracting Official, Director, Division of Licensing, and B. Grenier, NRE. These reports will contain:
 - (a) A listing of any efforts completed during the period; milestones reached, or if missed, an explanation shall be provided;
 - (b) The number of days worked, the amount of funds expended for labor and travel during the period, and cumulative to date for each plant;
 - (c) Any problems or delays encountered or anticipated;
 - (d) A summary of the progress to date; and
 - (e) Plans for the next reporting period.

G. Government Furnished Material

The NRC will provide the Integrated Plant Safety Assessment Reports in accordance with the schedule in item E above.

H. Meetings and Travel

Over the period of performance, there will be five trips to NRC offices in Bethesda, Maryland (one for each plant) to discuss with NRC staff the results of the review and approximately three trips to discuss recommendations with ACRS as directed by the staff. These trips will usually be one to two days duration.

Article II - Period of Performance

The period of performance for this contract shall be from the effective date of this contract and shall continue through September 30, 1983.

CONTINUATION SHEET

Article III

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	<u>Phase I</u> Evaluation of the adequacy of the rationale used by the NRC staff in identifying and making recommendations for backfit requirements as it relates to the following plants: Yankee Rowe, LaCross, Haddam Neck, Big Rock Point, and San Onofre 1. See Task 1, page 4.	1	LOT		\$31,750.00
2	<u>Phase II</u>				
a.	On-call consulting services to provide comments or testimony. See Task 2, page 4.	5	DAY	\$545	\$2,725.00
b.	Travel pertaining to 2.a	3	TRIP	\$780	\$2,340.00
c.	Per diem pertaining to 2.a	4	NIGHT	\$75	\$300.00
				TOTAL	\$37,115.00
	<p>Note: Phase II shall consist of up to a maximum of 5 man-days. These 5 man-days shall involve up to 3 trips to Washington, DC from Berkeley, California. In no event shall the effort under Phase II exceed the 5 day, 3 trip, 4 night limitation established herein.</p>				

Article IV - Ceiling

The present estimate for performing the work under this contract is \$37,115.00 which includes a fixed price of \$31,750.00 for Phase I, and a fixed price of \$545/day for consultant services, not to exceed 5 days, \$780/trip for travel, not to exceed 3 trips, and \$75/night for per diem, not to exceed 4 nights. The total ceiling price for Phase II shall not exceed \$5,365.00.

Article V - Type of Contract and Payment

1. The work required herein shall be performed on a fixed price requirement basis.
2. The contractor shall be paid upon the submission of proper and correct invoices or vouchers in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (Article I), as herein provided.
3. Partial payment shall be made at the prices and in accordance with the schedule of the deliverable items or services as follows:

A. <u>Technical Evaluation Letter Reports</u>	<u>Completion Date</u>	<u>Amount</u>
Yankee Rowe	3/31/83	\$6,350.00
LaCrosse	5/31/83	6,350.00
Haddam Neck	4/29/83	6,350.00
Big Rock Point	6/30/83	6,350.00
San Onofre 1	9/30/83	6,350.00

B.1. <u>On Call Consulting Services</u>	<u>Completion Date</u>	<u>Amount</u>
First day	TBD by NRC	\$545.00
Second day	"	545.00
Third day	"	545.00
Fourth day	"	545.00
Fifth day	"	545.00

B.2. <u>Travel</u>	<u>Completion Date</u>	<u>Amount</u>
Trip One	TBD by NRC	\$780.00
Trip Two	"	780.00
Trip Three	"	780.00

B.3. <u>Per Diem</u>	<u>Completion Date</u>	<u>Amount</u>
First Night	TBD by NRC	\$75.00
Second Night	"	75.00
Third Night	"	75.00
Fourth Night	"	75.00

Note: See Article IV herein for ceiling prices established.

- C. The contractor's invoice or public voucher shall identify the contract number and the nature and extent of the supplies/services for which payment is claimed.
- D. The amount obligated by the Government with respect to this contract is \$37,115.00.
- E. Additional provisions relating to payment are contained in Clause 5.6 of the General Provisions and Appendix B, Billing Instructions for Fixed Price Contracts.

ARTICLE VI - 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 VII 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 VII - PROJECT OFFICER

C. Grimes 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 VIII - 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 IX- INSPECTION OF SERVICES

- A. All services (which term throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the Government, to the extent practicable at all times and places during the term of the contract. All inspections by the Government shall be made in such a manner as not to unduly delay the work.
- B. If any services performed hereunder are not in conformity with the requirements of this contract, the Government shall have the right to require the Contractor to perform the services again in conformity with the requirements of the contract, at no additional increase in total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by reperformance of the services, the Government shall have the right to (i) require the Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract; and (ii) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails promptly to perform the services again or to take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government shall have the right to either (i) by contract or otherwise have the services performed in conformity with the contract requirements and charge to the Contractor any cost occasioned to the Government that is directly related to the performance of such services; or (ii) terminate this contract for default as provided in the clause of this contract entitled "Default."

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. Robert J. Budnitz

Article XI - General Provisions/Alterations

This contract is subject to Appendix A, General Provisions for Fixed Price Research and Development Contracts dated 4/1/82.

Add:

3.12 Utilization of Women-Owned Business Concerns (Over \$10,000)

(a) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in the contract, a "women-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

5.6 Interest on Overdue Payments

(a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

5.7 Payment Due Date

(a) Payments under this contract will be due on 30 calendar days after the later of:

1. The date of actual receipt of a proper invoice (original and 4 copies) to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, DC 20555.
2. The date the supplies are accepted by the Government.

(b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur N/A calendar days after the date of delivery of the supplies in accordance with the terms of the contract.