

## AWARD CONTRACT

1. CERTIFIED FOR NATIONAL DEFENSE  
UNDER ROSA REG. 2 AND/OR DMR REG.

2. CONTRACT NUMBER

NPC-02-85-010

3. EFFECTIVE DATE

5/23/85

4. BUDGET SYMBOL ATTACHED REQUIRED FOR PROJECT

NMS-85-010

5. FISCAL YEAR

6. CAGE CODE

7. ADMINISTERED BY (Public Law 96-36)

8. FOR

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

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)

Ebasco Services, Inc.  
2 World Trade Center  
New York, NY 10048

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net

10. SUBMIT INVOICES

(4 copies unless other  
wise specified) TO THE  
ADDRESS SHOWN INITEM  
See Block  
No. 12

CODE

FACILITY CODE

11. SHIP TO MARK FOR

CODE

U.S. Nuclear Regulatory Commission  
ATTN: Arthur T. Clark, M/S SS 396  
Washington, D.C. 20555

12. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section, Wash., DC 2055513. THIS  
ACQUISITION  
WAS (Check  
one box)  
13A. 10 USC 2304(a)(1)

A. ADVERTISED

B. NEGOTIATED PURSUANT TO

☐ 10 USC 2304(a)(1) ☒ 41 USC 262(c)(10)FIN NO.: D 1032-5 B&R No. 50-19-01-00  
Obligation: \$127,739.00

14A. ITEM NO.

14B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The U.S. Nuclear Regulatory Commission (NRC) hereby accepts Ebasco's proposal dated April 12, 1985 and revisions thereto dated May 13, 1985, all of which are incorporated into this contract by reference, to provide Technical Assistance for the Evaluation of Department of Energy proposal for Monitored Retrievable Storage as specified herein. This is a Cost Plus-Fixed-Fee type contract.

15G. TOTAL AMOUNT OF CONTRACT \$127,739.00

## 16. TABLE OF CONTENTS

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PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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B		SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
C		DESCRIPTION/SPECS/WORK STATEMENT		J		LIST OF ATTACHMENTS	
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F		DELIVERIES OR PERFORMANCE		L		INSTRS., CONDS., AND NOTICES TO OFFER	
G		CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	
H		SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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.)

18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number **RS-NMS-85-010** 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.

19A. NAME AND TITLE OF SIGNER (Type or print)

B506120056 B50523  
PDR CONTR  
NRC-02-85-010 PDR

19B. NAME OF CONTRACTOR

BY

(Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER

Timothy F. Hagan

20B. UNITED STATES OF AMERICA

BY

20C. DATE

1. Section C.3 Meetings and Travel on page 4 is hereby modified to include the proposed optional trip to Decatur, Alabama and shall read as follows:

"The Contractor shall visit the DOE Contractor's offices at Pasadena, California, and to visit Tennessee (ORNL), Connecticut (Millstone), Idaho (NRTS) and Alabama (TVA Browns Ferry site) to observe active fuel consolidation demonstration activities as approved by P.O. The Contractor shall also meet with the NRC P.O. at NRC facilities three or four times during the contract period, to discuss the progress and conclusions of the evaluation."

2. Section F.2, Place of Delivery on page 5 is hereby completed by including the name "Arthur T. Clark" as Project Officer.

3. Section F.3 Duration of Contract Period on page 5 is hereby modified to read as follows:

"This contract shall become effective on May 23, 1985 and shall continue to completion thereof, estimated to occur December 31, 1985."

4. Section G.1.1 Estimated Cost, Fixed Fee and Obligation, paragraphs "1." and "3." on pages 6 and 7 are hereby completed to read as follows:

"1. It is estimated that the total cost to the Government for full performance of this contract will be \$127,739.00, of which the sum of \$119,213.00 represents the estimated reimbursable costs, and of which \$8,526.00 represents the fixed fee."

"3. The amount presently obligated by the Government with respect to this contract is \$127,739.00."

5. Section G.2 Overhead/General and Administrative Rates, paragraph "A." on page 7 is hereby modified to read as follows:

"A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rates listed below applied to total direct labor cost:

<u>Overhead Rate</u>	<u>Labor Pool</u>
102%	1
115%	5
130%	16"

Section G.2 is further modified by deleting paragraph "B." and by changing paragraph "C." to read as follows:

"B. Notwithstanding A. of this Section, said provisional overhead rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer."

6. Section G.5 Project Officer, paragraph "B." on page 9 is hereby completed to read as follows:

"B. Name and Mail Code: Arthur T. Clark - SS 396  
Office Address: U.S. Nuclear Regulatory Commission  
Division of Fuel Cycle and Material Safety  
Washington, D.C. 20555  
Telephone Number: (301) 492-4205"

7. Section G.6 Travel Reimbursement, paragraph 2 on page 10 is hereby completed to include the following high rate geographical areas and their reimbursable daily rates:

<u>Area</u>	<u>Daily Rate</u>
Pasadena, California	\$75.00
Oak Ridge, Tennessee	\$64.00
New London, Connecticut	\$75.00
Washington, D.C.	\$75.00

8. Section H.1 Key Personnel, page 12 is hereby completed to include the following individuals as key personnel:

H. L. Rothstein - Project Manager

L. D. Schlesinger - Project Engineer

T. Porrovecchio - Regulatory Specialist/ Plan Coordinator

All other terms and conditions remain the same.