

STANDARD FORM 26, JULY 1969 GSA GEN. REG. NO. 27 FPMR (41 CFR) 101-11.6		AWARD/CONTRACT		1	12
1. CONTRACT (Proc. Inv. Instr.) NO. NRL-02-80-033-06		2. EFFECTIVE DATE		3. ACQUISITION/PURCHASE REQUEST/PROJECT NO. NMSS-80-033-06	
4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDG REG. 2 AND/OR DMS REG. 1. RATING		5. ADMINISTERED BY (If other than block 3)		6. CODE	
7. DELIVERY FOR USE: <input type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)		8. CONTRACTOR NAME AND ADDRESS U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK		11. SHIP TO/MARK FOR		12. PAYMENT WILL BE MADE BY	
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(1)		14. ACCOUNTING AND APPROPRIATION DATA		15. ITEM NO.	
16. SUPPLIES/SERVICES		17. QUANTITY		18. UNIT	
19. UNIT PRICE		20. AMOUNT		21. TOTAL AMOUNT OF CONTRACT \$0.00	

Basic Ordering Agreement

Expiration Date: One year from effective date of agreement

"Licensing Assistance/Geotechnical and Hydrological Evaluations"

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 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. <input type="checkbox"/> 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 8104160666 BY <i>Raymond P. Miller</i> (Signature of Contractor)		27. UNITED STATES OF AMERICA BY <i>M. J. Mattia</i> (Signature of Contracting Officer)	
24. NAME AND TITLE OF SIGNER (Type or print) RAYMOND P. MILLER SR. VICE PRESIDENT		25. DATE SIGNED 3/13/81	
28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia		29. DATE SIGNED APR 03 1981	

CONTENTS OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement consists of:

1. Execution Page (Standard Form 26)
2. Contents of Basic Ordering Agreement
3. Special Provisions

Article I	Description of Agreement
Article II	Services to be Ordered
Article III	Placing and Processing of Orders
Article IV	Pricing and Negotiation of Orders
Article V	Time of Delivery
Article VI	Reports
Article VII	Labor Hour Rates
Article VIII	Pricing of Adjustments
Article IX	Contractor Notice Regarding Late Delivery
Article X	Type of Contract
Article XI	Modification of Basic Ordering Agreement
Article XII	Conditions for Maintaining Agreement
Article XIII	Work for Others
Article XIV	Authorized Representative
Article XV	General Provisions
Article XVI	Private Use and Protection of Unclassified Government Information

4. General Provisions and any modifications thereto, which shall be referenced in each Task Order issued hereunder, shall be one of the following which are all included herein and made a part hereof:

General Provisions, Cost Type Contracts with Concerns Other than Educational Institutions

General Provisions, Fixed Price Technical Assistance Contract

General Provisions, Time and Material or Labor Hour Contract

5. Part 20-1 GENERAL, Subpart 20-1.54 Contractor Organizational Conflicts of Interest

Article I - DESCRIPTION OF AGREEMENT

This Basic Ordering Agreement (BOA), as defined in Federal Procurement Regulation 1-3.410-3, provides the terms and conditions under which the contractor is required to provide the services identified under Article II. This agreement is primarily used as a means of expediting procurements and is neither intended to restrict competition nor imply that the Government will place future orders for these services.

Article II - SERVICES TO BE ORDERED

The contractor shall provide to the Government technical assistance services as the Government may order hereunder in the manner thereafter provided. Such services shall be as generally described in the following Statement of Work:

STATEMENT OF WORK

The contractor shall perform geotechnical and hydrological evaluations of applicant submittals which pertain to the embankment design of existing or proposed uranium milling projects. A separate evaluation will be required for each project.

For each project the contractor shall provide the facilities, materials, and personnel necessary to effect satisfactory completion of the following specific tasks:

- Task 1 The contractor shall review all applicant submittals which pertain to the embankment design to determine compliance with Regulatory Guide 3.11. The review shall include, but not be limited to, the following
- a) detailed assessment of site conditions including climate, hydrology, geology, and seismology to evaluate their impact on the proposed tailings retention system.
 - b) evaluation of detailed data concerning foundation and embankment materials' physical and mechanical properties such as classification, shear strength, consolidation, permeability, compaction, piping and cracking susceptibility, and wind-water erosion characteristics, in order to assess the adequacy of the impoundment design.
 - c) evaluation of the applicant's assessments of settlement, seepage, flood storage capacity, and erosion potential.
 - d) review of the stability analyses prepared by the applicant of the static, pseudo-static, and dynamic (when dealing with saturated, cohesionless soil) cases, in order to ensure that the requirements of Regulatory Guide 3.11 are met.
- Task 2 The contractor shall prepare a Safety Evaluation Report summarizing the review.

- Task 3 Should the licensing process for any of the projects reviewed require adjudicatory hearings, the contractor shall be called upon to provide testimony as to the geotechnical and/or hydrological conclusions stated in the Safety Evaluation Report.
- Task 4 The contractor shall review post-construction submittals from the applicant to ensure that design parameters were met in the field. Examples of such parameters are: percent compaction, gradation limits, and moisture content of placed fill material. Quality assurance test results, "as built" construction documents, and instrumentation placement details ensure compliance with pre-construction submittals. Post-construction information deemed necessary shall be listed by the contractor as recommended license conditions in an attachment to the Safety Evaluation Report.

3.0 REPORTING REQUIREMENTS

3.1 MONTHLY LETTER REPORT

If an individual Task Order specifies the requirement for a monthly letter report, each month, the contractor shall submit three (3) copies of a brief letter report which summarizes: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs: (i) current period, (ii) cumulative to date, and (iii) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent reports shall either provide revised projections or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month with distribution as follows:

Mr. Peter Garcia, NMSS, Project Officer (1 copy)
Office of the Director, NMSS (ATTN: Program Support) (1 copy)
Mr. Dennis Dougherty, Contracting Officer (1 copy)

3.2 TASK 2 REPORT

The contractor shall submit a draft Safety Evaluation Report with the following distribution:

Project Officer, NMSS (3 copies)
Office of the Director, NMSS (ATTN: Program Support) (1 copy)
Mr. Dennis Dougherty, Contracting Officer (1 copy)

This draft report shall be submitted to the Project Officer within 150 days or 90 days after project review commencement, depending on whether additional information is necessary (see paragraph 2.0). The Project Officer will then furnish comments on the draft report to the contractor. Such comments are not intended to prejudice the contractor's technical judgements, but to assure that the draft adequately addresses the work and is clearly and concisely written.

3.3 TASK 4 REPORT

If a follow up review of post-construction submittals is necessitated as a result of license conditions, the contractor shall submit five (5) copies of a brief letter report summarizing this review within thirty (30) days of receipt of the applicant's post-construction submittal from the NRC Project Officer. Distribution of the letter report shall be as follows:

Mr. Peter Garcia, NMSS, Project Officer (3 copies)
Office of the Director, NMSS (ATTN: Program Support) (1 copy)
Mr. Dennis Dougherty, Contracting Officer (1 copy)

Task Reports

For task reports prepared under the provisions of this contract, the format shall be in accordance with the provisions as stated in NRC Manual Appendix 3202 for either "Formal Contractor Documents" or "Interim Contractor Documents" as appropriate.

Article III - PLACING AND PROCESSING OF ORDERS

(a) Ordering Period: The Government, from time to time, during the period commencing on the date of this agreement and ending one(1) year thereafter (hereinafter called the "ordering period"), may place orders for services hereunder. Each order placed under this agreement shall be issued and processed in the manner hereinafter provided.

(b) Authorized Ordering Activities: Contracting Officers of the Nuclear Regulatory Commission may place orders under this Basic Ordering Agreement. The Contracting Officer has full responsibility for administering all contractual actions arising from any task orders issued and has the sole responsibility and authority to make any changes to the provisions of this Basic Ordering Agreement.

(c) Types of Orders: Orders placed hereunder will be of two types. Unpriced Orders and Priced Orders as defined in subparagraphs (1) and (2) below:

(1) Unpriced Orders: Unpriced orders are hereby defined as orders hereunder for which price and delivery will be proposed by the contractor as provided in paragraph (f) of this Section.

(2) Priced Orders: Priced orders are hereby defined as orders for which the parties have agreed upon price, and all other terms and conditions of the order prior to issuance. A Priced Order will be identified as follows:

"This is a Priced Order issued pursuant to Section _____
(c) (2) of Basic Ordering Agreement and _____ (Contractor Name)
offer of _____ (Date) ."

(d) Content of Order: Each order placed under this contract shall include the following:

- (1) The contract number, the task number, and the appropriate reference to this Basic Ordering Agreement.
- (2) Citation of the negotiation authority pursuant to which the order is negotiated.
- (3) Applicable Appropriation and Accounting Data and special invoicing instructions where applicable.
- (4) For Unpriced Orders: A desired period of performance and/or delivery date and a monetary limitation for all the work covered by the order. (This monetary limitation shall be deleted upon the establishment of contract prices.)
- (5) For Priced Orders: Agreed to, total order price and period of performance and/or delivery dates.
- (6) Such other terms and conditions as may be pertinent to the particular tasks thereby ordered.

(e) Authority to Proceed:

- (1) Unpriced Orders: Upon receipt of any unpriced order hereunder, the contractor shall proceed with the work subject to the limitations of paragraph (j) of this Section. However, the contractor shall not proceed in the following circumstances:

(a) Incomplete or Inadequately Described Tasks or Projects: The contractor shall immediately communicate with the Contracting Officer and request an appropriate adjustment in the order for tasks or projects which are incomplete or inadequately identified, except as applies to typographical errors and other obvious errors.

(b) Orders Which Contain a Monetary Limitation Which is Unreasonably Deficient When Related to the Dollar Value of the Services to be Furnished Hereunder: When the monetary amount provided with the order is so deficient as to make it impracticable to perform the work thereunder, the contractor shall notify the Contracting Officer in advance of submission of the proposed price for the effort, the dollar amount of understatement in the monetary limitation contained in the order. The Contracting Officer will notify the contractor in writing of the desired action to be taken.

- (2) Priced Orders: Upon receipt of any Priced Order hereunder, the contractor shall proceed with the tasks specified therein. However, the contractor shall not proceed with any task that does not set forth price and delivery provisions agreed to by the parties. In the event of receipt of Priced Orders which do not reflect the agreed upon provisions, the contractor shall immediately communicate such information to the Contracting Officer. The Contracting Officer will promptly notify the contractor of action to be taken with respect to such order.

(f) Processing of Unpriced Orders by the Contractor:

- (1) Within thirty (30) days after receipt of each Unpriced Order hereunder, or within such period as the Contracting Officer may specify, the Contractor shall submit a proposal containing the proposed price for the effort, period of performance or delivery dates, and such other information as is pertinent to the task.
- (2) When the total of the costs or prices proposed for the unpriced order exceeds \$100,000.00, the contractor shall, unless otherwise specified by the Government, furnish the Contracting Officer with a cost breakdown of the total order price on the current edition of Optional Form 60 (Contract Pricing Proposal). Additional cost breakdowns and/or substantiating data shall be made available to the Contracting Officer upon request. Orders priced by the contractor below \$100,000.00 shall be returned to the Contracting Officer with such substantiating data as are reasonably requested to facilitate a pricing review and subsequent negotiation. Such data may be requested by the Contracting Officer at the time of placement of the unpriced order or subsequent to receipt of the contractor's proposal.

(g) Processing of Priced Orders by the Contractor:

- (1) Within fifteen (15) days after receipt of each Priced Order hereunder, or within such additional period as the Contracting Officer may allow, the contractor shall sign and return three (3) copies of the task order to the Contracting Officer, acknowledging receipt of the task order and acknowledging that the task order contains price and delivery provisions agreed to by the contractor.

(h) Processing of Unpriced Orders by the Contracting Officer: An order for which the contractor has submitted proposed prices will be processed by the Contracting Officer as follows:

Within thirty (30) days or such additional period as may be mutually agreed upon after receipt by the Contracting Officer of the contractor's proposal, the Contracting Officer shall either:

- (1) Issue a Supplemental Agreement, for execution by both parties specifying the proposed prices thereby signifying approval of the proposed prices;

- (2) Terminate the task order in its entirety in accordance with the clause heretofore entitled, "Termination for Convenience of the Government".

- (3) Notify the contractor of the need for further negotiations. When an agreement on price is reached, the Contracting Officer shall issue a supplemental agreement definitizing the unpriced order into a priced order. The agreement shall be executed by both parties.

(i) Disagreement as to Prices: In the event of a failure to agree on price, such failure shall be deemed to be a dispute concerning a question of fact in accordance with the clause of this agreement entitled "Disputes".

- (j) Limitation of Liability of the Government: Prior to definitization of an unpriced order, the contractor shall be permitted to stop work on such order at any time it is reasonably estimated that the cost incurred with respect to such order, plus termination expenses and profit, will exceed the dollar limitation set forth in the order. In the event the contractor so stops work on any order he shall promptly notify the Contracting Officer of such fact and advise the Contracting Officer of the amount of increase in monetary limitation which is reasonably required in order to permit the contractor to proceed further with the order. The Government shall not be obligated under any of the provisions of this agreement, including, without limitation, the above provisions of the clause of this agreement entitled, "Termination for Convenience of the Government", to pay to the contractor with respect to tasks under an order, any amount in excess of the monetary limitation stated in the order.

Article IV - PRICING AND NEGOTIATION OF ORDERS

It is agreed that each proposal submitted and all prices negotiated on orders issued under this Basic Ordering Agreement shall be submitted and shall be negotiated in accordance with the provisions of Part I-XV of the Federal Procurement Regulation as in effect on the date of each such order.

Article V - TIME OF DELIVERY

The contractor shall deliver the completed tasks called for in each order in accordance with the delivery schedule set forth in such order.

Article VI - REPORTS

All reports required to be submitted to Nuclear Regulatory Commission under any task order issued pursuant to the terms of this Basic Ordering Agreement shall be as generally described in Article II of this agreement and as specified in each Task Order.

In addition to specific reports which may be required under any individual task order issued hereunder, the contractor shall submit a monthly status report (not later than the 10th of each month) for this Basic Ordering Agreement in the following format: (Example)

<u>Task Order Number</u>	<u>Date</u>	<u>Type Order</u>	<u>Type of Contract</u>	<u>Amount</u>	<u>Period of Performance</u>	<u>Status</u>	<u>Problems</u>
23	2/1/77	Priced	CPFF	\$5676	2/1/77-7/1/77	In Process	
24	3/4/77	Unpriced*	Fixed	\$3243	3/4/77-3/3/78	Completed	

* If unpriced order issued indicate when order definitized

** If any problems list in brief narrative with corrective action to be taken

Article VII - LABOR HOUR RATES

In the event any order issued hereunder is on a Time and Materials or Labor-Hour basis, the following labor categories are to be utilized for the period of the Basic Ordering Agreement:

<u>Labor Category</u>	<u>Hourly Rate</u>
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(This Basic Ordering Agreement shall be modified to incorporate probable labor categories and rates to be used upon agreement of same.)

In the event that a Time and Materials or Labor-Hour type order is issued which covers labor categories not identified herein, such orders shall have hourly rates negotiated for that specific order only and shall not be binding for any future order issued unless and until such hourly rates are incorporated into this Basic Ordering Agreement by modification.

Article VIII - PRICING OF ADJUSTMENT

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provisions of this agreement, such costs shall be in accordance with Part I-XV of the Federal Procurement Regulation as in effect on the date of the order.

Article IX - CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the task order delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this date shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this agreement.

Article X - TYPE OF CONTRACT

Each individual task order issued hereunder shall specify a particular contract type such as fixed price, labor-hour, cost-plus-fixed-fee, etc., and shall reference the General Provisions applicable to the task for each contract type.

Article XI - MODIFICATION OF BASIC ORDERING AGREEMENT

The agreement may be modified at any time by mutual agreement of the parties.

Article XII - CONDITIONS FOR MAINTAINING AGREEMENT

This agreement shall be reviewed from time to time to assure conformance with all requirements of law and pertinent regulations and shall be revised, if necessary, to conform thereto. Any modification or revision shall be evidenced by a supplemental agreement modifying this Basic Ordering Agreement.

This agreement may be terminated upon thirty (30) days written notice by either party to the other, except that the Government may immediately terminate this agreement at any time after the parties fail to agree to any deletion, addition, or modification to this agreement which is required by statute, Executive Order, or the Federal Procurement Regulation. No deletion, addition, or modification to or termination of this agreement shall affect any orders theretofore entered into between the parties in which this agreement has been incorporated, by reference.

Article XIII - WORK FOR OTHERS

Notwithstanding any other provision of the Basic Ordering Agreement, during the term of any task order issued thereunder, the Contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to an actual or apparent conflict of interest with respect to the work being performed under the task order. The contractor shall insure that all employees who are employed full time under any task order abide by the provision of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a possible conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

Article XIV - AUTHORIZED REPRESENTATIVE

The Contracting Officer may designate an authorized representative under each task order for the purpose of assuring that services required under the agreement are ordered and delivered in accordance therewith. Such representative as may be appointed will be specifically designated in writing to the contractor from the Contracting Officer, including the extent of such designee's authority.

Article XV - GENERAL PROVISIONS

The following General Provisions, attached hereto, form a part of this agreement:

- APPENDIX A - General Provisions, Cost Type Contracts with Concerns Other Than Educational Institutions
- APPENDIX B - General Provisions, Fixed Price Technical Assistance Contract
- APPENDIX C - General Provisions, Time and Material or Labor Hour Contract

Article XVI: 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 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, 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 performance of work under this contract. The contractor agrees to conform to all regulations, requirements and direction 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.