

AWARD/CONTRACT

1. CONTRACT (For Inv Ident.) NO. **NRC-02-82-030**
 2. EFFECTIVE DATE **JUL 19 1982**
 3. REQUESTION/PURCHASE REQUEST/PROJECT NO. **NMS-82-030**
 4. CERTIFIED FOR NATIONAL DEFENSE UNDER 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 NATIONAL OTHER (Specify below)

8. CONTRACTOR NAME AND ADDRESS
Engineers International, Inc.
5107 Chase Avenue
Downers Grove, Illinois 60516
 FACILITY CODE
 9. DISCOUNT FOR PROMPT PAYMENT
 10. SUBMIT INVOICES *As required unless otherwise specified by the ADDRESS SHOWN IN BLOCK 12*
In accordance with Article Billing Instructions

11. SHIP TO/MARK FOR
 12. PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Office of Resource Management
Division of Accounting and Finance
ATTN: GOV/COM ACCOUNTS
 10 U.S.C. 2304 (a)(1) Washington, DC 20555
 ADVERTISED, NEGOTIATED, PURSUANT TO: 41 U.S.C. 252 (c)(1)

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO:
 14. ACCOUNTING AND APPROPRIATION DATA
B&R No. 50-19-03-01 FIN No.: B-7328-2 Obligate: \$800,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	PROVIDE ALL NECESSARY PERSONNEL, FACILITIES, MATERIALS, AND SERVICES TO ACCOMPLISH THE EFFORT ENTITLED "TECHNICAL ASSISTANCE FOR DESIGN REVIEW" AS SET FORTH IN THE STATEMENT OF WORK HEREIN AND AS IMPLEMENTED BY ENGINEERS INTERNATIONAL, INC.'S TECHNICAL PROPOSAL OF NOVEMBER 1981 AS REVISED APRIL 1982. COST-PLUS-FIXED-FEE (TASK ORDER) CONTRACT INCREMENTALLY FUNDED			Estimated Cost: Fixed-Fee: Cost-Plus-Fixed-Fee:	\$1,112,683.40 \$1,196,000.00

21. CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE
 TOTAL AMOUNT OF CONTRACT **\$1,196,080.00**

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 the 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 **Madan M. Singh**
 (Signature of person authorized to sign)
 24. NAME AND TITLE OF SIGNER (Type or print) **Madan M. Singh, President**
 25. DATE SIGNED **7/14/82**
 27. UNITED STATES OF AMERICA BY **Mary Jo Mattia**
 (Signature of Contracting Officer)
 28. NAME OF CONTRACTING OFFICER (Type or print) **Mary Jo Mattia**
 29. DATE SIGNED **JUL 19 1982**

TABLE OF CONTENTS

This Contract consists of:

1. Cover Page
2. Table of Contents
3. Schedule:
 - Article I - Statement of Work
 - Article II - Task Orders
 - Article III - Period of Performance
 - Article IV - Contract Ceiling
 - Article V - Consideration and Payment
 - Article VI - Overhead/General and Administrative Rates
 - Article VII - Private Use and Protection of Unclassified Government Information
 - Article VIII - Key Personnel
 - Article IX - Technical Direction
 - Article X - Project Officer
 - Article XI - Travel Reimbursement

 - Article XII - General Provisions/Alterations.
4. Attachments:
 - Appendix A - General Provisions (Rev. 12/1/81)
 - Appendix B - NRC Manual 3202
 - Appendix C - Billing Instructions for NRC Cost-Type Contracts

PART III

CONTRACT SCHEDULE

ARTICLE I - STATEMENT OF WORK

1.0 Background

The U.S. Nuclear Regulatory Commission (NRC) has identified technical needs which must be met to regulate disposal of high-level radioactive wastes (HLW). These are, in order of priority: (1) the information needed to develop and support criteria and other guidance; (2) research needed to identify the tests, investigations and pilot programs that are reasonable and practicable to demonstrate compliance with 10 CFR Part 60 performance objectives; and (3) development of the capability to process a license application. With respect to this Statement of Work (SOW), the above needs apply to the regulation of designs for structures, systems, and components which are important to the safety of a geologic repository for disposal of HLW. Regulations in 10 CFR Part 60 contain design criteria for a deep geologic repository, and the NRC staff is responsible for the implementation of these criteria.

For purposes of analysis, the overall design of the repository may be divided into three major components: surface facilities, underground facilities and the waste package. Functions of the surface facilities include receipt and unloading of wastes packaged in specially designed containers, transfer of waste containers to inspection stations, decontamination of waste containers if required, canister overpacking when needed, and preparation of waste for descent to the storage level. In addition to the surface facilities required for processing the wastes, additional support installations, and utility systems will be required.

It is anticipated that shafts will be provided for the following operations: transporting canisters of high-level waste to the storage level; providing access for personnel and equipment to and from the storage level; transporting of excavated material to the surface; supplying fresh air for personnel and equipment requirements; and removing exhaust air from mining, backfilling, and waste placing operations.

After the wastes are processed in the surface facilities they will be lowered through a shaft to the storage level and transported to storage rooms for emplacement. Retrieval of emplaced waste must be maintained as prescribed in 10 CFR Part 60 or until decommissioning. If retrieval is necessary the design should allow all waste to be removed from the repository at about the same rate as storage placement. After the repository operations have been completed all storage rooms will be backfilled. Surface facilities will be decommissioned and dismantled, and all shafts will be plugged and sealed.

Design of each of the major components of the repository must account for three distinct periods in the operational life of the repository.

The first period covers the construction of the repository and the emplacement of the wastes. The next period considers the time during which the shortlived fission products dominate the waste hazard. The final period considers the long-term during which the waste hazard is dominated by the very long-lived isotopes.

Considering the above unique requirements for handling and emplacing high level waste in a deep mine environment, the NRC staff needs technical assistance in this area.

NRC seeks a thorough review of selected aspects of design contained in U.S. Department of Energy (DOE) submitted site characterization reports and other documents prepared by DOE (or their contractors) which cover design requirements in 10 CFR 60. It is anticipated that the results of these reviews will be important in identifying any problems or deficiencies early in the review of repository designs. This will allow the staff to focus on problems early in the design review, and avoid delays in the licensing process.

2.0 Work Required

General

The contractor shall provide technical assistance to the NRC by performing 2 tasks related to the review, evaluation and comment on the design aspects of a geologic repository particularly as they relate to excavation, mining and underground construction. The staff will utilize the results of the contractor evaluations as input to the staff review and analysis. The contractor shall be thoroughly familiar with requirements in 10 CFR 60; and the Standard Format and Content of Site Characterization Reports for High-Level Waste Geologic Repositories. The NRC Project Officer will provide documents periodically, if available from the NRC and applicable to this contract, to be utilized in the contractor review.

The contractor shall have available the necessary expertise to perform thorough reviews. The principal work required under this contract will require expertise in mining engineering and related disciplines. As a minimum, mining engineers for excavation, water control, and fire safety review will be required. In addition limited input by mechanical engineers for ventilation and shaft conveyances, civil and structural engineers for construction and design, and electrical engineers for instrumentation and controls will be some of the required disciplines.

General preconcept and concept designs and designs submitted with the Site Characterization Reports (SCR) will be reviewed. A concentrated effort will be required for review of SCR designs due to the limited time NRC will be allowed to issue a final Director's opinion (see 10 CFR Part 60).

Task 1 - Repository Design Reviews

Under this task the contractor shall conduct reviews of selected portions of preconcept designs, concept designs and site characterization reports for construction of repository structures, system and components important to safety. Each review will be based on the technical requirements contained in 10 CFR Part 60; specifically, design reviews should be in terms of the design objectives and requirements contained in 10 CFR Part 60, the Standard Format and Content of Site Characterization Reports for High-Level Waste Geologic Repositories, and technical documents related to repository design furnished by the NRC Project Officer.

Preliminary results, conclusions, and recommendations developed during each design review shall be documented in monthly progress reports (letter reports). A draft and final report shall be prepared for each task review. These reports shall thoroughly describe all areas where, in the opinion of the contractor, the reviewed design documents are not in conformance with the requirements in 10 CFR Part 60 and related regulatory guidance. The contractor shall provide detailed recommendations concerning additional information (e.g. any testing or additional investigation that is needed to support the proposed design) that in the opinion of the contractor will be necessary to meet 10 CFR Part 60 requirements. In addition, the contractor shall present results and the basis for his conclusions that the remaining areas of the reviewed design are in conformance with 10 CFR Part 60 requirements and related regulatory guidance. The contractor shall have the facilities and experience to complete the review of the equivalent of one site characterization report and prepare a draft report in 3 months. The results of this review will be presented to the NRC staff in briefings and letter reports during this period. The draft report shall be based on the results, conclusions, and recommendations developed during the review process and documented in the monthly progress reports. In addition, the draft report shall be thorough enough to permit NRC staff to evaluate the contractor's input on the reviewed design in order to avoid delays in the licensing process. Final determinations of compliance with 10 CFR Part 60 requirements will be made by the NRC staff. The NRC Contracting Officer (C.O.) will designate:

1. Which reports or portions of reports need review,
2. The required objectives and scope of reviews,
3. The format and content of review reports, and
4. The schedule for completing the review and review report.

Task 2 - Site Visits, Workshops and Report Reviews

The contractor shall provide technical assistance on HLW repository design matters as requested in writing by the NRC Contracting Officer (CO). The nature of such technical assistance will be in the form of providing input and recommendations at technical meetings, symposiums, workshops, and site

visits, as it relates to the effort to be performed under Task 1.

The contractor shall provide a written report for all trips and meetings as noted under section 3.3 of this Statement of Work.

3.0 Reporting Requirements

3.1 Monthly Progress Reports

Each month, the contractor shall submit five (5) copies of a progress letter report which summarizes:

1. the technical work performed during the previous month, with preliminary results, conclusions, and recommendations;
2. the personnel assigned and their time expenditures to each task during the previous month;
3. cost obligations, listed separately for each task (a) during the previous month, (b) cumulative to date (fiscal year and total);
4. projection by month to completion of the work effort for the current fiscal year; and
5. the technical work planned for the next month.

The first monthly progress report shall provide the cost projection and detailed schedule of work for each design review the contractor has received. Subsequent reports shall either indicate revised projections or indicate "No change in the cost and schedule projections." Monthly progress reports shall also include such items as activities in progress or completed, key milestones achieved, problem areas, meetings held or attended, and suggested recommendations. The reports shall be received by the Project Officer (PO) no later than the 20th of the following month, with distribution as follows:

Project Officer, One (1) copy

Office of the Director, NMSS
(ATTN: Program Support Branch), one (1) copy

Division of Waste Management, two (2) copies

Contracting Officer, one (1) copy

3.2 Draft and Final Technical Reports

The contractor shall prepare a draft and final report as identified in Task 1. Draft and final reports shall be prepared in accordance with NRC manual appendix 3202 "Formal Contractor Documents." All reports, both draft and final, shall be of publishable quality.

The contractor shall submit ten (10) copies of draft reports to the NRC Project Officer and one copy to the Contracting Officer in accordance with the completion schedule. Within 15 working days following submission of the draft report, the NRC Project Officer will comment in writing on the report. The contractor shall respond to these comments in writing 15 working days following receipt of NRC comments and shall meet with the NRC Project Officer to discuss their responses at a date specified by the NRC Project Officer. The final report shall not be printed until all NRC review comments have been addressed. The contractor shall submit ten (10) copies of the final report to the NRC Project Officer and one copy to the Contracting Officer within 15 working days following discussion of NRC comments.

Special care will be taken to clearly define and reference all terms used in this project. Each draft and final report will also include a bibliography. A system of cross references between text of the report and the bibliography will be used in all areas where "work by others" is reviewed and used, the contractor shall specify which conclusions are his and which are those of the original author.

3.3 Reports of Trips and Meetings

- A written report shall be submitted by the contractor within fifteen (15) working days after completion of a specified trip or meeting. The report shall serve as a record of the trip or meeting and shall, as a minimum, identify the purpose, participant(s), cost break out, important or significant findings, and the contractor's conclusions and recommendations.

4.0 Meetings and Travel

The contractor shall attend a meeting of one-day duration at NRC in Silver Spring, Maryland, at contract initiation to discuss technical details related to performance of the tasks. The costs associated with this meeting shall be allocated under and be chargeable by the contractor to the first task order issued. The topics to be reviewed will include roles of key individuals, detailed review of tasks, schedule review, and program management and interfaces.

4.1 Technical Meetings

The contractor shall provide for a minimum of two (2) one - day meetings for each design review performed under Task 1 at NRC in Silver Spring, Maryland. These meetings will be structured to provide detailed technical review of work progress. The NRC Project Officer will schedule these meetings and will have final approval of the proposed agenda.

4.2 Program Review Meetings

The contractor shall provide for a total of One (1) one - day meeting consisting of management level reviews for each design review performed under Task 1 at NRC, in Silver Spring, Maryland. The NRC Project Officer will schedule these meetings and will have final approval of the proposed agenda.

4.3 Travel

All travel associated with this SOW shall be approved in advance by the NRC Project Officer and shall result in trip reports as noted under Section 3.3 of this Statement of Work.

5.0 NRC Furnished Material

The NRC will provide the contractor from the effective date of the contract with a copy of procedural and technical portions of 10 CFR 60, the Standard Format and Content of Site Characterization Reports for High-Level Waste Geologic Repositories, all technical documents related to the repository design that the contractor shall be familiar with, and a copy of the schedule of major events in the Department of Energy's selection, design, and construction of the geologic repository.

If the government furnished material, suitable for its intended use is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.

6.0 Quality Assurance

For all draft and final technical reports delivered under this contract, the contractor shall assure that an independent review and verification of all numerical computations and mathematical equations and derivations are performed by qualified contractor personnel other than the original author(s) of the reports. If the contractor proposes to verify/check less than 100 percent of all computations and mathematical equations and derivations in the report(s), (such as might be the case when there are a large number of routine, repetitive calculations,) the contractor must first obtain written approval from the NRC Project Officer. Computer-generated calculations will not require verification where the computer program has already been verified.

In addition, for all reports, including those which do not contain numerical analyses, a management review shall be conducted by the contractor's project management prior to submission to the NRC.

All reports shall be annotated to indicate that the review and verification has been accomplished prior to their submission to the NRC. (This may be accomplished by use of a cover letter accompanying the report if preferable.)

7.0 Estimated Requirements

The exact number and scheduling of reviews have not yet been determined. Specific SCR which are anticipated during fiscal year 1982 and fiscal year 1983 include Hanford, Nevada Test Site and a Salt Site. No specific amount of work is either guaranteed or implied. The number of reviews to be ordered will depend upon the number of SCR received. The Commission will be obligated to pay only for work actually ordered and performed. If such requirements fail to materialize in the number estimated, such failure shall not constitute grounds for an equitable adjustment hereunder.

It is estimated that up to a maximum of 25 reviews will be required under Task 1. Under Task 2, it is estimated that technical meetings, symposiums, workshops, and site visits may total up to a maximum of 12. These maximums shall constitute ceilings for placement of orders or Total Ceiling Amount of contract whichever comes first.

ARTICLE II - TASK ORDERS

A. Task Orders for services hereunder shall be issued at the sole option of the Commission. However, the Commission agrees to order from the Contractor its requirements for the services described herein which, in the opinion of the Commission cannot be undertaken in-house. The Contractor shall be obligated to perform the services specified in each Task Order issued under the terms of this contract.

Task Orders for services required hereunder shall be issued in writing by the Contracting Officer. A definitive review report schedule shall be incorporated into individual Task Orders issued under this contract.

B. Individual proposed task orders shall be numbered consecutively with a three-digit number commencing with "001." Each proposed task order shall be sent to the contractor and will include:

1. Statement of Work and Deliverables
2. Period of Performance
3. Name of Technical Contract
4. Reporting Requirements
5. Estimated Cost Plus Fixed Fee (To be incorporated in definitized task
6. Applicable Security Requirements and/or Privacy Act Considerations

7. Response Date for Receipt of Proposal
8. Task Order Type: Cost Plus Fixed Fee
9. Special Terms and Conditions, As Applicable

The contractor shall submit a bona fide technical, when applicable, and cost proposal for all proposed task orders received. All proposals submitted in response to each proposed task order must be received by NRC within two weeks of the date of issuance.

C. Content of Task Order Technical Proposal

The task order technical proposal shall substantiate the contractor's understanding of the requirements of the task order. The contractor shall, when applicable, state its objectives, methods and any other information explaining how the task will be accomplished. Key personnel shall be identified in each proposal. Any exceptions or deviations to the period of performance or reporting requirements shall also be noted.

D. Content of Task Order Cost Proposal

Using the Optional Form 60, each task order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. The following information shall be provided in each cost proposal:

Cost Plus Fixed Fee Task Order Proposals

- a. Direct labor by categories, quantity of hours and applicable hourly rates and extensions thereof.
- b. Indirect cost rates: general and administrative, fringe, overhead, and extensions thereof.
- c. Itemized material costs, when applicable.
- d. Itemized subcontract costs, when applicable.
- e. Itemized travel costs, when applicable.
- f. Fee fixed at 7.5%.
- g. Total estimated cost.

Following negotiation of the contractor's task order proposals, the Contracting Officer will issue a formal, definitized task order. The contractor shall not, under any circumstances, commence work on any task order prior to receipt of the definitized task order signed by the Contracting Officer. Only Contracting Officers of the U. S. Nuclear Regulatory Commission may authorize the initiation of work under this contract. The provisions of this contract shall govern all tasks orders issued hereunder.

E. Task Assignment Ceilings

Estimated costs and the fixed fee will be placed in each task assignment for performance of work under the contract. Such ceilings may be increased by Contracting Officer (CO) at his discretion from time to time by notice to the Contractor in writing with the exception that the total dollar amount of all completed and outstanding task orders may not exceed the total dollar ceiling set forth in this contract. The Contractor shall promptly notify the CO in writing whenever he believes that the then pertinent ceiling for any task assignment is insufficient. When and if the amount(s) paid and payable to the Contractor under such pertinent work order shall equal the then pertinent ceiling, the Contractor shall not be obligated to perform further unless the CO increases such ceiling. The Government shall not be obliged to pay the Contractor any amount in excess of such ceiling.

ARTICLE III - 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 completion thereof, estimated to occur within 24 months after said contract is effective.

ARTICLE IV - CONTRACT CEILING

The contract cost ceiling for performance of work under this contract has been established at \$1,196,080.00. Such ceiling may be increased by the Contracting Officer at his discretion by notice to the Contractor in writing. The Contractor shall promptly notify the Contracting Officer in writing whenever it believes that the cost ceiling is insufficient. When and if the amount(s) paid and payable to the Contractor under the contract shall equal the contract cost ceiling, the Contractor shall not be obligated to perform further unless the Contracting Officer increases such ceiling. The Government shall not be obligated to pay the Contractor any amount in excess of such ceiling. If and to the extent that such ceiling has been increased, any cost incurred by the Contractor in performance in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling.

ARTICLE V - CONSIDERATION AND PAYMENT

A. Estimated Cost, Fixed-Fee and Obligation

1. The amount presently obligated by the NRC with respect to this contract is \$800,000.00 and this sum represents the total estimated reimbursable cost, including fee, ceiling for all task orders placed under this contract.
2. There shall be no adjustment in the amount of the Contractor's fixed-fee by reason of differences between any estimate of cost for performance of this work under this contract and the actual cost performance of that work.

3. The amount presently obligated by the Government with respect to this contract and all task orders thereunder is \$800,000.00. It is estimated that the funding presently provided will cover the work to be performed under this contract through June 30, 1983.

B. Payment

The Government shall render payment to the Contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

Additional provisions relating to payment are contained in Clause 5.3 of the General Provisions hereto.

ARTICLE VI - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of a final overhead rate which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at a rate not to exceed the ceiling rate of 38.5 percent for the period of performance under this contract. In no event shall the final established overhead rate exceed the ceiling rate herein established.
- B. Pending the establishment of final general and administrative (G&A) rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at a rate not to exceed the ceiling rate of 82.5 percent of direct labor and labor overhead for the first year of performance and 88 percent of direct labor and labor overhead for the second year of performance under this contract. In no event shall the final established G&A rates exceed the ceiling rates herein established.
- C. Notwithstanding A. and B. of this Article, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

ARTICLE VII - 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 VIII - 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:

Project Manager - Dr. V. Rajaram
Engineering Manager - Mr. Francis S. Kendorski
Lead Project Engineer - Mr. Michael F. Dunn
Senior Geological Engineer - Mr. Robert A. Cummings
Senior Mining Engineer - Mr. Douglas F. Hambley
Senior Mining Engineer - Mr. Sandip K. Mukherjee
Rock Mechanics Consultant - Dr. Ashraf Mahtab

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 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.

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 Provisions, 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 "Dispute

ARTICLE X - PROJECT OFFICER

Trueman Seamans, WMHT 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) 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, stated above, (4) not constitute a basis for any increase in the contract cost.

ARTICLE XI - TRAVEL REIMBURSEMENT

The contractor will 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 \$65.00 for the first year of performance and \$70.00 for the second year of performance under the contract. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense.
2. The cost of travel by privately owned automobile shall be reimbursed at the rate of .20¢ per mile.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis not to exceed \$40.00 per day.
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