

1. ISSUED BY: U. S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555

2. DATE: 7/2/82

3. ORDER NO.: NRC-05-82-249

4. AUTHORIZED BY: (If other than block 5)

5. DELIVERY: NATION OTHER (See below)

6. CONTRACTOR NAME AND ADDRESS: Parameter, Inc.
 13545 Watertown Plank Road
 Elm Grove, WI 53122

7. FACILITY CODE

8. DISCOUNT FOR PROMPT PAYMENT: NET

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12

11. SHIP TO/MARK FOR: U. S. Nuclear Regulatory Commission
 ATTN: Wolfgang Laudan
 Office of Inspection and Enforcement
 Washington, DC 20555

12. PAYMENT WILL BE MADE BY: U. S. Nuclear Regulatory Commission
 Office of Resource Management
 Division 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)

14. ACCOUNTING AND APPROPRIATION DATA: 31X0200.302 B&R No. 30-19-02-02 FIN No. B1302 \$400,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	THE COMMISSION HEREBY ACCEPTS YOUR OFFER TO PROVIDE "TECHNICAL ASSISTANCE TO SUPPORT NRC IE PERSONNEL IN INVESTIGATIONS OF INCIDENTS" IN ACCORDANCE WITH YOUR PROPOSAL DATED APRIL 2, 1982, AND AS AMENDED ON JUNE 21, 1982.				

21. Estimated TOTAL AMOUNT OF CONTRACT \$475,000.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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. 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: *Richard A. Lofy*
 (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY: *Kellogg V. Morton*
 (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print): Richard A. Lofy, President

25. DATE SIGNED: 7/13/82

28. NAME OF CONTRACTING OFFICER (Type or print): Kellogg V. Morton

29. DATE SIGNED: *7/13/82*

- I. Article I - Statement of Work paragraph C. Statement of Work subparagraph
 2. Work Statement is revised as follows:

- 1) Delete the words, "The contractor shall furnish the necessary qualified personnel, facilities, materials, and services to perform tasks relating to:",

and substitute in lieu thereof the following:

"The contractor shall perform tasks related to the following upon issuance of tasks orders."

- 2) Delete subparagraph (e)(6) in its entirety and substitute in lieu thereof the following:

"(e)(6) Perform nondestructive examination in such areas as RT, UT, MT and PT using examiners with qualifications to SNT-TC-IA Level III and Level II."

- 3) In subparagraph (e)(7) delete the words:

"The NRC will provide detailed work procedures and surveillance of NDE activities at various nuclear sites such as:",

and substitute in lieu thereof the words,

"Included among activities will be the following:".

- II. Article II - Period of Performance, is deleted in its entirety, and the following new Article II is substituted in lieu thereof:

"Article II - Period of Performance

The Period of Performance under this contract is July 2, 1982 through July 1, 1984. All Task Orders issued during this period shall be completed at the applicable rates set forth under Article III - Compensation for Services."

- III. Article III - Compensation for Services, add the following:

<u>Classification</u>	<u>Hourly Burdened Rate Per Employee</u>	
	<u>1st Year</u>	<u>2nd Year</u>
Consulting Engineering	\$40.00	\$42.00
Project Engineering	35.00	37.00
Design Engineering	32.00	33.50
Advanced Engineering Analysis	36.00	37.00
Engineering Analysis	33.00	34.00

Design Layout	23.50	25.00
Detail Drafting	19.50	20.00
Project Liaison/Expediting	22.00	25.00
Specialists:		
Metallurgical Evaluation	36.00	37.50
Nondestructive Examination	36.00	38.00
Technical Clerk	16.00	17.00
Secretarial (technical)	15.00	16.00
Secretarial (administrative)	14.00	15.00
Q/A / Specifications Engineer	34.00	35.50

(See Notes)

Reproduction, Communications and Miscellaneous
Office Expense Schedule

In-House: Blueprints - .10/sheet or sq. ft.
Reproducibles - .20/sheet or sq. ft.
Bond Copies - .10 ea.

Purchased Services and Supplies at Cost.

Telephone Communications at Cost (incl. tax).

- Notes: 1.) Per Day rate is ten (10) x hourly rate.
2.) Per Day rate is for travel status and
computed to nearest one-quarter day interval.
3.) Hourly rate applies to in-office time figured
to nearest one-half hour.

- IV. Article V - Overhead/General and Administrative Rates is deleted in its entirety.
- V. Article VII - Project Officer - Wolfgang Laudan is hereby designated as the Project Officer.
- VI. Article X - Payments - in paragraph b delete the reference to, "ARTICLE IV", and substitute in lieu thereof the words, "ARTICLE III".
- V. Article XII - Obligations - paragraph (a) is revised to read as follows:
 - (a) The amount presently obligated hereunder is \$400,000.00 which is estimated to cover a period of performance of twenty months. The remaining four month period of performance will be subject to the availability of funds and it is contemplated that from time to time additional funds will be allotted to this contract.
- VI. Article XIII - General Contract Provisions is revised to read as follows:

ARTICLE XIII - GENERAL CONTRACT PROVISIONS

The General Provision of this contract consist of the "General Provisions Fixed Price Supply Contract," revised April 1, 1982, attached hereto and by this reference made a part hereof, except as follows:

Article 36, Patent Indemnity is deleted and replaced by Article 36, Patent Rights (Small Business Firms or Non-Profit Organizations) July 1981. (copy attached)

Article 39, Dissemination of Contract Information, of the General Provisions is applicable to this contract.

Add Article 46, entitled "Price Reduction for Defective Cost or Pricing Data Price Adjustments (1-3.814-1(b)).

Add Article 47, entitled "Audit" (1-3.814-2(a)).

Add Article 48, entitled "Subcontractor Cost or Pricing Data-Price Adjustments" (1-3.814-3(b)).

Add Article 49, entitled "Subcontracts and Purchase Orders" as follows:

"ARTICLE 49. SUBCONTRACTS AND PURCHASE ORDERS

The Contractor shall, when ordered by the Contracting Officer, and may, but only when authorized by the Contracting Officer, enter into subcontracts in writing for the performance of the work described in the article entitled "Statement of Work" of any part of the work under this contract. Purchase orders shall not be entered into by the Contractor for items whose purchase is expressly prohibited by the

written directions of the Contracting Officer. All subcontracts for the performance of the work described in the article entitled "Statement of Work" shall be submitted to the Contracting Officer for approval.

The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. The Contractor shall use methods, practices, or procedures in subcontracting and purchasing which are acceptable to the Commission. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors) and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe."