

AWARD/CONTRACT

1. CONTRACT (Proc. Ident.) NO. **83-49-5012-C-490** 2. EFFECTIVE DATE **SEP 28 1982** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA No. ADM-82-420** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND 4 DMS REG. 1.

5. ISSUED BY **U.S. Small Business Administration** CODE **Washington District Office**
1111 18th Street, NW
Washington, DC 20417

6. ADMINISTERED BY **U.S. Nuclear Regulatory Commission** CODE **Division of Contracts**
Washington, DC 20555

7. DELIVERY FOB DESTINATION **OTHER (See below)**

8. CONTRACTOR NAME AND ADDRESS **Bryant and Bryant AIA** FACILITY CODE **4301 Connecticut, NW**
Washington, DC 20008

9. DISCOUNT FOR PROMPT PAYMENT **SEE PRIME CONTRACT**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK **SEE PRIME CONTRACT**

11. SHIP TO/MARK FOR **SEE PRIME CONTRACT** CODE **U.S. Nuclear Regulatory Commission**
ORM/Div. of Acctg. and Finance
ATTN: GOV/COM ACCOUNTS
Washington, DC 20555

12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission** CODE **ORM/Div. of Acctg. 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)(5) and 15 U.S.C. 637(a)

14. ACCOUNTING AND APPROPRIATION DATA **SEE PRIME CONTRACT**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	FACILITIES DOCUMENTATION AND UPDATE PROJECT	Phase I	1	Lot	\$60,000.00
		Phase II (See Articles V & VII)		sq ft .035¢	22,265.35

8210210444 820928
PDR CONTR
NRC-10-82-420 PDR

TOTAL AMOUNT OF CONTRACT \$ **82,265.35**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. 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.)

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 **Bryant**
 BY **Robert F. Bryant**
 (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
 BY **Scott F. Denniston**
 (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **ROBERT F. BRYANT**

25. DATE SIGNED **SEP 23 1982**

28. NAME OF CONTRACTING OFFICER (Type or print) **Scott F. Denniston**
Contracting Officer

29. DATE SIGNED **SEP 27 1982**

SPECIAL CLAUSES FOR SUBCONTRACT

Special 8(a) Subcontract Conditions:

- (1.) The Small Business Administration (SBA) has entered into contract No. NRC - 10 - 82 - 420 with the US NUCLEAR REGULATORY COMMISSION (USNRC) to furnish the supplies, services or perform the work described therein. A copy of said contract is attached hereto and made a part hereof. The parties to such contract have agreed that SBA will subcontract all supplies, services or work required thereunder.
- (2.) The parties to this subcontract agree that Bryant + Bryant AIA will, for and in the stead of SBA, fulfill and perform all of the requirements of contract No. NRC - 10 - 82 - 420 for the consideration herein.
- (3.) The subcontractor acknowledges that its representatives have read and are familiar with each and every provision of the prime contract.
- (4.) The subcontractor understands that the responsibility for administering this subcontract (including issuance of change orders, execution of modifications, inspection, acceptances, etc.) has been delegated by SBA to USNRC.
- (5.) Except where an advance payment is made by SBA, partial or progress payments under this subcontract shall be made directly to the subcontractor by the USNRC. However, the final payment under the subcontract will be made only upon the written authorization of SBA and, in the case of a construction contract, after receipt of an executed release of claims from the subcontractor.
- (6.) In the light of the purpose for which award is herein authorized, i.e., to assist the subcontractor toward achievement of viability, the subcontractor agrees not to subcontract any of the performance of any of the requirements or this subcontract without the prior written approval of the SBA and the designated contractor officer of USNRC.
- (7.) The 8(a) subcontractor shall have the right of appeal from decisions of the Contracting Officer cognizable under the disputes clause of said subcontract. For the purposes of this subcontract, the reference to "his duly authorized representative" in the "Disputes" clause of the subcontract shall be deemed to refer to USNRC.

1. CONTRACT (Proc. Inst. Ident.) NO NRC-10-82-420	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA No. ADM-82-420	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	CODE PE:md	6. ADMINISTERED BY <i>(If other than block 5)</i>	7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS PRIME: U.S. Small Business Administration Washington District Office 1111 18th Street, N.W. Washington, DC 20417	CODE	FACILITY CODE	9. DISCOUNT FOR PROMPT PAYMENT
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SUB: Bryant and Bryant AIA 4301 Connecticut Ave., NW Washington, DC 20008	10. SUBMIT INVOICES (4 copies unless otherwise specified) In accordance with Appendix "B" Billing Instructions
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Building and Operations Branch, DFOS Attn: Louis Fisher Washington, DC 20555	CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission ORM/Div. of Acctg. and Finance ATTN: GOV/CUM ACCOUNTS Washington, DC 20555	CODE
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13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(15) and 15 U.S.C. 637(a)

14. ACCOUNTING AND APPROPRIATION DATA
 Appropriation No.: 31X0200.402 B&R No.: 42-20-25-902 Obligate: \$65,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	FACILITIES AND DOCUMENTATION AND UPDATE PROJECT				
		Phase I	1 Lot		\$60,000.00
		Phase II (See Articles V & VII)	sq ft .035¢		22,265.35
21. TOTAL AMOUNT OF CONTRACT \$					82,265.35

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input type="checkbox"/> 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.)	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.
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23. NAME OF CONTRACTOR Scott F. Denniston Contracting Officer	27. UNITED STATES OF AMERICA M J Mattia (Signature of Contracting Officer)
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24. NAME AND TITLE OF SIGNER (Type or print) SEP 27 1982	25. DATE SIGNED	28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	29. DATE SIGNED SEP 23 1982
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SPECIAL CLAUSES FOR PRIME CONTRACTS

Special 8(a) Contract Conditions

It is understood and agreed by and between the parties to this contract that:

- (1.) SBA certifies it is competent to perform the requirement as stated in this contract.
- (2.) SBA will furnish the supplies, services or perform the work required under this contract according to the specifications, drawings, terms and conditions hereof by subcontracting with an eligible concern pursuant to section 8(a) of the Small Business Act, 15 U.S.C. 637(a). Such concern shall, for and in the stead of SBA, perform and fulfill all the requirements of this contract.
- (3.) If SBA does not award a subcontract for all or part of the supplies, services or work, this contract shall be terminated in whole or in part without cost to either party.
- (4.) SBA hereby delegates to the (US Nuclear Regulatory Commission (USNRC)) the responsibility for administering the subcontract to be awarded hereunder.
- (5.) Payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the procuring agency except where SBA makes an advance payment to the subcontractor, in which event the agency administering the subcontract will be specifically requested in writing to make payments directly into the Special Bank Account.
- (6.) The 8(a) subcontractor shall have the right of appeal from decisions of the contracting officer cognizable under the disputes clause of said subcontract.
- (7.) The subcontract shall include the following provisions:
 - (a) For the purpose of this contract, the reference to "his duly authorized representative" in the "Disputes" clause of this contract shall be deemed to refer to the Secretary or Administrator of the USNRC and the Board of Contract Appeals of the USNRC.
 - (b) For the purposes of this contract, the reference to "his duly authorized representative" in the "Disputes" clause of this contract shall be deemed to refer to the Armed Services Board of Contract Appeals.
 - (c) For the purposes of this contract, the reference to "his duly authorized representative" in the "Disputes" clause of this contract shall be deemed to refer to the NASA Board of Contract Appeals.
- (8.) It is agreed that the provisions of the "Termination for Convenience", "Changes", "Disputes", and "Price Reduction" clauses which are included in the contract between the SBA and its contractor shall be invoked in appropriate cases when requested by the USNRC Contracting Officer or his authorized representative. If the SBA does not agree with the USNRC Contracting Officer's request, the case shall be referred to the USNRC USNRC, for decision.
- (9.) Insurance and/or bonding requirements, if any, do not apply to SBA, but SBA will require bonds from its contractor as required to protect the interests of the Government.

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 - Article X - Preservation/Packaging/Packing
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 - Article XII - Project Officer
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 - Appendix A - General Provisions for Fixed Price Supply Contract (Revised 4/1/82)
 - Appendix B - Billing Instructions for Fixed Price Contract

PART III

Contract ScheduleArticle I - Scope of WorkI.1 Project Background

The Nuclear Regulatory Commission (NRC) is presently housed in eleven buildings in and around Washington, DC, totalling approximately 633,655 square feet of gross space.

NRC has a continuing need for drawings which accurately reflect floor areas and square footages, permanent interior architectural features, types of space, location of partitions, electric, and telephone outlets, and light fixtures, as well as general occupancy data.

NRC has a requirement to commence a one-time project to develop accurate master drawings of the space inventory, and the means to continue the update of the documents for a period of one year from the approval of the corrected plans.

I.2 Purpose

The purpose of this contract is to provide drafting and drawing update services to the NRC, to develop documents representing the space inventory as of the date of execution of this agreement and to provide for a continuing effort to update the drawings for one year from the NRC acceptance and approval of the corrected master drawings. The contractor shall be required to comprehensively review existing documentation and provide field verification and final drawings as outlined herein to ensure that NRC facility and assignment information is properly identified and consistent in format for subsequent use.

Specifically, the objectives are:

1. To develop building plans in sufficient detail so that NRC will have correct and verified assignment drawings documenting actual facility floor plans, occupancy, assignment and environmental conditions.
2. To organize the information into a standard format so that NRC may readily evaluate the space utilization; use the information as a basis for establishing criteria for alterations and changes to the space inventory and have access to accurate base documents to assist in coordinating agency assignments.
3. To provide a basis for ongoing drawing changes based upon facility changes for a period of one (1) year from the date of acceptance and approval of the drawing package by NRC.

Article II - Statement of Work

II.1 The contractor shall provide drafting services for the buildings set forth below.

II.2 The contractor shall provide to NRC all labor, materials and equipment necessary to perform the requested services, which shall include:

1. Field verification.
2. Updated assignment drawings.
3. Updated "as built" drawings, as described later in this document.
4. Area computation services.

II.3 Work performed under this contract shall be in accordance with the General Services Administration (SBA) and NRC standards, definitions and methods for the documentation, assigning and computing occupancy data in federally controlled buildings. Specific regulations and guidelines pertaining to these standards shall be provided to the Contractor at the project orientation as described later in this contract.

II.4 Drawing update services shall be provided for a period of one (1) year following Government approval of the master drawing packages. The contractor shall be required to correct and/or incorporate facility changes that may occur during the one-year period on a quarterly basis, reflecting information supplied by NRC.

II.5 Prior to approval by the Contracting Officer's Technical Representative, the contractor shall correct or revise any drawing and documents without additional cost as necessary to comply with the provisions of the contract.

II.6 All submissions shall be subject to update and editing to reflect Government feedback.

II.7. Formatting: 1) All formats shall be developed by the contractor and submitted for approval to the Contracting Officer's Technical Representative (Project Officer) before work is initiated. 2) All formats developed shall represent the best presentation at a given point in time. Any ideas or suggestions that would improve formatting shall be mutually accepted by both parties.

II.8. Location of Buildings: The contractor shall provide drafting and facility documentation services for the following buildings:

	<u>GSA Bldg No.</u>	<u>Gross Sq. Footage</u>
4934-40 Boiling Brook 4934-40 Boilding Brook Parkway Rockville	MD1532ZZ	29,600
Air Rights Three 4550 Montgomery Avenue Bethesda	MD0168ZZ	38,525
Building Number 7 3650 Nicholson Lane Bethesda	MD1424ZZ	31,925
East West Towers - West Tower 4350 East-West Highway Bethesda	MD1410ZZ	41,300

	<u>GSA Bldg No.</u>	<u>Gross Sq. Footage</u>
East West Towers - South Tower 4340 East West Highway Bethesda	MD0151ZZ	34,695
Fairmont 7735 Old Georgetown Road Bethesda	MD1268ZZ	67,855
Matomic 1717 H Street Washington, DC	DC1049ZZ	60,250
Phillips 7900 Norfolk Avenue Bethesda	MD1182ZZ	16,730
Phillips Bldg. Annex 4915 St. Elmo Avenue Bethesda	MD1322ZZ	42,210
Phillips Bldg. Ext. 2920 Norfolk Avenue Bethesda	MD1305ZZ	73,050
Willste Building 7915 Eastern Avenue Silver Spring	MD1184ZZ	102,850

*plus factors of approximately 20% for building service areas, lobbies, and other support space unaccounted for in the total presented above.

Article III - Required Tasks

III.1 Phase I - Master Drawing Update

A. Orientation:

1. Procedures: Meet with the NRC Contracting Officer and/or his Designated Technical Representative and all necessary personnel to discuss procedures and methods of contract administration and establish all further points of contact.
2. Referral List: Prepare a complete project referral list indicating the names, and phone numbers of the NRC Project Officer, Project Officer's Designee, the Contracting Officer, and the Contract Administrator. The referral list shall also include the names, titles, and phone numbers of contractor key personnel to be utilized on this contract. A copy of this list will be distributed to each participant, by the NRC Contracting Officer's Designated Technical Representative.
3. Policies: Discuss NRC space management goals and policies, including the Federal Property Management Regulations, the reasons for undertaking the project, the expected benefits, etc.
4. Constraints: Review the constraints affecting the project, applicable NRC and GSA standards, regulations, lease considerations, etc.
5. Submissions: Discuss the formats and procedures to be followed for submittal and approval of project documents with the Contracting Officer's Technical Representative.

B. Facility Familiarization:

The contractor will familiarize himself with the physical location, the constraints of the structures and existing documentation for each building. The following minimum tasks are required:

1. Examine existing documentation and drawings as available.
2. Field verify all existing drawings.
3. When no drawings exist, field measure each building and generate new drawings.

C. Drawings:

1. Drawing Content: The contractor shall provide NRC with three (3) types of base drawings: Architectural Plan; Electrical Plan; and Lighting Plan. In addition, the contractor shall provide a reduced (50% reduction) Architectural Plan mylar for each Architectural Plan developed.
 - a. Architectural Plan - indicates all existing building structures and existing built walls using an NRC provided format. The drawings shall be of mylar dimensioned from fixed or established structural features detailed to effectively communicate the following:

(1) Permanent Architectural Building Elements:

(a) Elements

- Exterior Walls
- Core Areas
- Stairwells
- Elevator Shafts
- Building Corridors
- Columns
- Lobbies and Vestibules
- Toilets
- Mechanical Areas
- Wire Closets
- Custodial and Maintenance Areas
- Inside Parking
- Etc.

(b) Location of all corridor doors, indicating swing, etc.

(c) Numerical identification of all columns, stairwells, elevators, toilets, and corridor doors.

(2) Existing Architectural Building Elements

(a) Elements - all walls and areas within the agency space assignment not identified in (1)(a) above.

(b) Differentiate between types of walls (e.g., floor to ceiling and slab to slab) and types of doors (e.g., dutch and wire mesh).

(c) Location of all doors indicating swing.

(d) Numerical identification of all interior room doors.

(e) Identification of all carpeted areas.

(3) Assignment and Classification Information:

(a) Within total assigned agency space, each room/area shall be identified by:

i. Type of space, by GSA classification, if other than office

ii. Total square footage based upon NRC method of calculation.

(4) The sheet shall include (see Master Drawing format):

(a) Title Block - see format

(b) Symbol Block - NRC will provide information

(c) Notes Block

- (d) Revision Block
- (e) Building, Key Plan
- (f) Reference North Arrow
- (g) Scale and Graphic Scale
- (h) Building Name and corresponding GSA Building Number
- (i) Floor
- (j) Drawing Title (Architectural Plan, Electrical Plan or Lighting Plan)
- (k) Space Occupancy Summary Data indicating total assigned area broken down by type:
 - i. Total agency area
 - ii. Total office type space
 - iii. Total storage type space
 - (i) Total of each type of area, ST-1 thru ST-3, by GSA classification
 - iv. Total special type space
 - (i) Total of each type of area, SP-1 thru SP-7, by GSA classification

b. Electrical Plan -

- (1) Indicates all electrical receptacles based upon NRC provided format.
- (2) The following requirements, stated above shall apply:
 - (a) 1.a(1)
 - (b) 1.a(2)
 - (c) 1.a(4)(a - j)

c. Lighting Plan -

- (1) Indicates suspended ceiling grid and all lighting fixtures based upon NRC provided format.
- (2) The following requirements stated above, shall apply:
 - (a) 1.a(1)
 - (b) 1.a(2)
 - (c) 1.a(4)(a-j)

2. All information presented in the drawings shall be large enough to be legible when reduced 50%. The contractor shall present examples of letter size, type and style to the Technical Representative for approval.

NOTE: Size

All drawings shall be 30" x 42".

Scale

The plans shall be drawn at 1/8 inch = 1 foot, 0 inch scale. The scale shall be noted on each sheet and shall be accompanied with a graphic scale.

III.2 Phase II - Quarterly Update

The contractor shall be required to update all master drawings, statistical data and summary tables on a quarterly basis to reflect changes in the space inventory for a period not to exceed one year from the date of formal NRC approval of the products called for in Phase I.

Specifically, the contractor shall be provided with marked-up blue line prints of the areas that require update three (3), six (6), nine (9), and twelve (12) months after completion and acceptance of Phase I.

Changes must be incorporated into the master drawings within one (1) month following receipt of updates from the government.

Updated information and corrected plans must be in accordance with Article III subparagraph D - Drawings.

Article IV - Period of Performance/Deliverables

IV.1 Period of Performance

The period of performance for this contract shall be from the effective date of this contract and shall continue to completion, which shall occur within 15 months thereafter.

IV.2 Deliverables

1. All services required in Article III - Required Tasks, Phase I, shall be completed within 90 days from the award of this contract.
2. Drawing updating, as defined in Article III - Required Tasks, Phase II, shall be required on a quarterly basis for a period of one (1) year following formal approval by NRC of the products of Phase I. Actual time frames shall be determined for each quarterly update based upon the magnitude of required changes and shall be mutually agreeable to both parties. However, it is anticipated that data and drawings should

be corrected within one (1) month following delivery to the contractor of marked-up blue line prints of facility changes.

IV.3 Submissions of Drawings and Documents

A. The contractor shall furnish the materials developed under this contract to the Contracting Officer's Technical Representative in the following manner:

1. One (1) set of all of the contractor's original final plans.
2. Three (3) copies of all conference reports and call reports.

B. All submissions shall be accompanied by an appropriate letter of transmittal from the contractor to NRC.

IV.4 Review and Approval

A. The period of formal review and approval shall be as follows:

Step 1: NRC shall be given ten (10) working days in which to review the products of Phase I as delivered by the contractor. At the end of the ten (10) working day period, a product must be approved as developed or approved with the corrections noted.

Step 2: If corrections are required, the contractor will have ten (10) working days in which to amend the submission and return to NRC for formal approval.

B. Formal Review and Approval: A formal presentation of the final base drawings and subsequent quarterly updates is required prior to formal review and approval by the NRC. Upon completion of the formal review and approval the contractor shall be given written approval to proceed in accordance with Steps 1 and 2 above.

C. Informal Review and Approval: Informal review and approval is required on the following items. No schedule time is to be allotted for Review and Approval unless otherwise specified:

1. Project Schedule *
2. Conference Reports
3. Telephone Reports
4. Formats

IV.5 Conference and Telephone Reports

A. The contractor shall be responsible for the preparation of conference/telephone reports documenting all significant information and/or decisions throughout the course of the project.

*"Project Schedule" as used in this contract is the sequence by which the various buildings shall be surveyed. After award of contract, the sequence shall be discussed and agreed upon at the first meeting with the contractor. NRC will provide escorts to the contractor as required, to insure access to NRC space.

- B. The conference/telephone reports shall ensure complete communication and agreement on all important points and prevent misunderstanding and delay.
- C. The conference/telephone reports will be submitted to the Contracting Officer's Technical Representative on the first working day of the next week following the date of the conference.
- D. Unless the contractor is notified by the Contracting Officer's Technical Representative within the three (3) working days after receipt that there are revisions, errors, or omissions in a conference report, it shall automatically be deemed accepted by the Government. If there are revisions, the contractor shall issue a new conference or telephone report within two (2) working days after notice from the Government.

NO. OF CHANGES OR CONTINUATIONS

Article V

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	<p><u>Phase I</u></p> <p>Drawings of approximately 633,655 square feet of gross space which accurately reflect floor areas, square footages, permanent interior architectural features, types of space, location of partitions, electric and telephone outlets, light fixtures as well as general occupancy data.</p>	1	lot		\$ 60,000.00
2.	<p><u>Phase II</u></p> <p>Update drawings on a quarterly basis.</p>	Estimated 633,655	sqft	\$.035¢	\$ 22,265.35
Total					\$ 82,265.35
<p><u>NOTE:</u> The U.S. Nuclear Regulatory Commission is an entity of the Federal Government and as such is exempt from payment of all Federal, state and local sales and use taxes.</p>					

Article VI Government's Responsibility

The Government will furnish the following to the contractor:

- VI.1 Identification of buildings assignments.
- VI.2 Available drawings for the buildings within the scope of this contract.
- VI.3 Background information on GSA/NRC standards, definitions, methods for assigning space, and other information which will assist the contractor in analyzing the data necessary for performance of the required service.
- VI.4 Facilities for conducting meetings, and presentations required in conjunction with the contract.

Article VII - Ceiling

The present estimate for performing the work under this contract is \$ 82,265.35 which includes a fixed price of \$ 60,000.00 for Phase I, and a fixed price per square foot for Phase II of .035¢. The total ceiling price for Phase II shall not exceed \$ 22,265.35.

The amount initially obligated by the Commission for such performance during the period from the effective date of contract through 15 months thereafter is \$ 65,000.00. The obligational ceiling specified above may be increased by the Contracting Officer at his discretion from time to time by written notice to the contractor. When and if the amount(s) paid and payable to the contractor hereunder shall equal the ceiling, the contractor shall be excused from further performance of the work (except to meet existing commitments and liabilities) unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. If and to the extent that such ceiling has been increased, any costs incurred by the contractor 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 VIII Type of Contract and Consideration

- VIII.1 The work required herein shall be performed on a fixed price requirements basis.
- VIII.2 Consideration
 - A. The contractor shall be paid a total fixed price as delineated in Article VII above for all services performed hereunder and for all deliverables in accordance with Clause No. 3 entitled, "Payments" of the General Provisions for Fixed Price.
 - B. The contractor may submit an invoice for payment of the above amount upon acceptance by the Commission of all work performed and all deliverables submitted under Phase I and II respectively. Payment by the Commission will be made as is reasonably practical after submission of invoice, voucher or other supporting documents as evidence as the Contracting Officer may require.

Article IX Payment

- A. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated in Article I for supplies delivered and accepted, as herein provided.
- B. If this contract provides for a discount, the contractor shall indicate the contract's discount terms (Block 16 of Page 1) on the face page of the invoice or voucher.
- C. Additional provisions relating to payment are contained in Article VII of the General Provisions.

Article X Preservation/Packaging/Packing

All materials delivered under this contract shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage. Such packaging shall be accomplished in such a manner as to insure safe delivery at destination.

Article XI Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the Project Officer in writing, giving pertinent details; provided, however, that this date be informational only in character and that this provision shall not be construed as a waiver by the Government of any delay schedule, or date of any rights, or remedies provided by law, or under this contract.

Article XII Project Officer

The Contracting Officer may designate one or more authorized representatives under this contract for the purpose of assuring that the supplies required under the contract are delivered in accordance therewith. Such representatives as may be appointed will be specifically designated in writing by the Contracting Officer.

Louis Fisher, BOB, 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 XIII 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 XIV Inspection and Acceptance

All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or his authorized representative.

Upon receipt of all deliverable items specified, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.

Acceptance or rejection of deliverable items shall be made in writing by the Project Officer within 14 calendar days after receipt of said deliverable items from the contractor.

ARTICLE XV - 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:

William R. Thomas

ARTICLE XVI - Special 8(a) Contract Conditions

SPECIAL CLAUSES FOR PRIME CONTRACTS

1. The parties agree that Bryant and Bryant AIA (hereinafter call "Contractor") shall for and in the stead of the Small Business Administration fulfill and perform all of the requirements of this Prime Contract for the consideration stated herein.

2. By subcontracting, pursuant to the provisions of Section 8(a) of the Small Business Act, 15 USC 637(a)(1), as amended, the Small Business Administration (hereinafter called SBA) agrees to furnish the services set forth in this contract according to the specifications hereof.
3. It is understood and agreed that in the event SBA does not award subcontracts for the performance of all or part of the work hereunder, this contract may be terminated in whole or in part without cost to either party.
4. The general provisions of this contract are not operative between SBA and the Nuclear Regulatory Commission but they are applicable to SBA's subcontractor.
5. SBA has delegated to the Nuclear Regulatory Commission (hereinafter called NRC) the responsibility for administering its subcontract hereunder. This includes issuance of orders, inspection, and acceptance by NRC Representatives and direct payment by NRC.
6. For the purposes of this contract the reference to "his duly authorized representative" in the "Disputes" clauses of this contract shall be deemed to refer to the Board of Contract Appeals.
7. It is further agreed that SBA will be continuously apprised by the Contracting Officer administering the subcontract as to the progress and performance of its contractor. No action that could possibly lead to the termination of the contract for "Default" or for "Convenience of the Government" shall be taken by said Contracting Officer or his authorized Representative without prior consultation with the SBA.
8. It is understood and agreed that SBA's contractor shall have the right of appealing decisions of the Procurement Contracting Officer, or his authorized Representative, as cognizable under the "Disputes" clause of this contract.

ARTICLE XVII - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 12/1/81.

A. Provisions Added:

Article 46 - Waiver of Facilities Capital Cost of Money (Oct. 1980)

The contractor is aware that facilities capital cost of money is an allowable cost but waives the right to claim it under this contract.