

AWARD/CONTRACT		1. CERTIFIED NATIONAL DEFENSE UNDER DDSA REG 2 AND/OR DMS REG 1		PAGE OF 1-43	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-02-82-028-08		3. EFFECTIVE DATE 2-25-85		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RS-NMS-82-028	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than Item 5)		CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Terra Therma, Inc. 7346 A So. Alton Way Suite 124 Englewood, Colorado 80112		8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days 10. SUBMIT INVOICES (4 copies unless other wise specified) TO THE ADDRESS SHOWN IN: ITEM			
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Division of Contracts (As stated in each order) Washington, DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Management Washington, DC 20555			
13. THIS ACQUISITION WAS (Check appl. box(es)) A. ADVERTISED B. NEGOTIATED PURSUANT TO: <input type="checkbox"/> 10 USC 2304(a)() <input checked="" type="checkbox"/> 41 USC 252(c)(10)		14. ACCOUNTING AND APPROPRIATION DATA THERE IS NO MONEY OBLIGATED BY THIS ACTION			
15A. ITEM NO.	15B. SUPPLIES/SERVICES BASIC ORDERING AGREEMENT FOR TECHNICAL ASSISTANCE IN HYDROGEOLOGY	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT ► \$0.00

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C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS	
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F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFER	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> 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.)		18. <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 needed.	
19A. NAME AND TITLE OF SIGNER (Type or print) ADRIAN BROWN, VICE PRESIDENT		20A. NAME OF CONTRACTING OFFICER Patricia A. Smith	
19B. NAME OF CONTRACTOR BY Adrian Brown		20B. UNITED STATES OF AMERICA BY Patricia A. Smith	
19C. DATE SIGNED 2/7/85		20C. DATE SIGNED 2/25/85	

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☆ GPO : 1984 O - 431-526 /961

STANDARD FORM 26 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

CONTENTS OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement Consists of:

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

Article I	Description of Work
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	Pricing of Adjustments
Article VIII	Type of Contract
Article IX	Modification of Basic Ordering Agreement
Article X	Conditions for Maintaining Agreement
Article XI	Authorized Representative
Article XII	Responsibilities of the Project Officer
Article XIII	Technical Direction
Article XIV	Order of Precedence
Article XV	Billing Instructions for NRC Cost-Type Contracts
Article XVI	Billing Instructions for NRC Fixed Price Contracts and Purchase Orders
Article XVII	Private Use and Protection of Unclassified Government Information
Article XVIII	Protection of Proprietary and Company Confidential Information
Article XIX	Inspection of Services
Article XX	Conflict of Interest
Article XXI	General Provisions/Alterations

4. Attachments

NRC Contractor Organizational Conflict of Interest (41 CFR Part 20)

Attachment 1

NRC Organization Chart

Attachment 2

General Provisions - Fixed Price Research
and Development Contracts

Attachment 3

General Provisions - Cost Type Research
and Development Contracts with Commercial
Organizations dated 11/80

Attachment 4

Manual Chapter 3202 "Publication of
Unclassified Regulatory and Technical
Documents Prepared by NRC Contractors,
dated April 29, 1982

Attachment 5

ARTICLE I - Description of Work

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.

During the performance period of this agreement, which is from date of award through May 31, 1985, task orders representing various projects within the scope of the work statement will be issued periodically. The type of contract employed for each Task Order will be subject to negotiation. Competition among the qualified BOA holders will be solicited for individual task orders. Additionally, an individual task order for a specific project issued under the BOA may require performance of all, some, or only one of the tasks identified in Article II, Section C.

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:

A. BACKGROUND

The DOE has responsibility for the siting, design, construction, and operation of a geologic repository for the disposal of high-level radioactive waste (HLW). The EPA is responsible for setting a standard for release of radionuclides to the accessible environment from a geologic repository. The NRC is responsible for ensuring that facilities for disposal of HLW are properly sited, designed, constructed, operated, and decommissioned such that the EPA standard will not be exceeded. This goal will be accomplished through preparing regulations and regulatory guides and through licensing reviews at various steps in the repository development.

Presently, the DOE is conducting site screening studies in basalt (Pasco Basin, Hanford Reservation, Washington) tuff (Yucca Mountain, Nevada Test Site, Nevada), bedded salt (Permian Basin in Texas and Paradox Basin Louisiana, and Texas). The first three DOE Site Characterization Reports scheduled for submission to the NRC are in the media of basalt, tuff and salt. After the Site Characterization Reports have been reviewed, Site Characterization studies will proceed and additional reports will be developed.

B. WORK REQUIRED

The Contractor shall review hydrogeologic properties and processes related to containment and isolation of radionuclides. General topics shall include but not be limited to principles of groundwater hydraulics and solute transport, groundwater chemistry, groundwater resource potential, groundwater effects on facility design and construction, methods of groundwater investigation, data analyses and evaluations, and topics relevant to groundwater such as stratigraphy, and structural geology. Emphasis shall be given to topics such as: fracture flow radionuclide transport, groundwater age dating, isotopic analysis, heat driven convective flow, low permeability testing, in situ bulk measurements of hydrogeologic properties, tracer tests, paleohydrogeology, and delineating changes in groundwater systems.

The Contractor shall be required to review major areas of hydrogeologic work such as DOE products developed during site screening and site characterization, and DOE technical reports. The Contractor shall also provide portions of or reviews of draft NRC review plans and technical positions.

A Representative sample of material which would be reviewed is R.E. Gephart, et al, "Hydrologic Studies within the Columbia Plateau, Washington: An Integration of Current Knowledge." RHO-BW1-ST-5, October 1979, Rockwell International, Richland, Washington, prepared for Department of Energy.

Task 1 - Review of DOE Products Developed During Site Screening and Site Characterization

Under this task the Contractor shall review designated portions of products developed during site screening and site characterization. Each review shall be conducted in terms of the hydrogeologic requirements of 10 CFR 60.* Reviews shall consist of an evaluation of the adequacy and completeness of the: 1) data base, (including methods of investigation, analysis, evaluation, and quality assurance), 2) discussion and assessment of hydrogeologic issues** of the geologic setting and 3) plans for resolving issues and data limitations. Results of reviews shall be provided in draft and final reports containing conclusions and recommendations concerning actions which should be taken by the NRC.

* Proposed Rule 10 CFR 60, Disposal of High-Level Radioactive Wastes in Geologic Repositories, Federal Register, vol. 46, no. 130, July 8, 1981

** The term issues includes all hydrogeologic characteristics of a geologic setting that may affect the ability of a geologic setting to host a repository and to contribute to containment and isolation of waste from the accessible environment (this includes the favorable and potentially adverse conditions in 10 CFR 60).

Task 2 - Develop Portions of or Reviews of NRC Review Plans and Technical Positions

2.1 Under this task, the Contractor shall develop initial drafts of hydrogeologic portions of NRC documents. The Contractor shall accomplish this task using statements of the objectives, scope, and approach of the documents, together with a draft outline, as specified in individual task orders. The Contractor shall furnish additional detailed technical material as needed to satisfy the objectives of the document.

2.2 The Contractor shall be required to review hydrogeologic portions of NRC draft documents as specified in individual task orders. These reviews shall include technical comments on the material in the drafts and recommendations of additional material needed to satisfy the objectives of the document. The Contractor shall also furnish the necessary technical documentation (e.g. references, data, and results of analyses) to support the recommendation.

Results of these efforts shall be presented in a draft report. A final report shall be prepared based on the NRC staff comments on the draft report.

C. MEETINGS AND FIELD TRIPS

The Contractor shall attend planning or review meetings of one day or two days at NRC in Silver Spring, Maryland, as specified in individual task orders.

The Contractor shall attend field trips, technical meetings or site visits as specified in individual task orders.

D. TRAVEL

All domestic travel associated with any resultant task order shall be approved in advance by the NRC Project Officer.

E: REPORTING REQUIREMENTS

Letter Progress Reports:

The Contractor shall submit letter progress reports which summarize:

1. The technical work performed during the previous reporting period including:
 - a) key milestones achieved
 - b) meetings or field trips attended with reference to letter trip reports submitted
 - c) major results, conclusions and recommendations developed;
2. activities planned for the next reporting period;
3. potential or actual contractual problem areas and their impacts (if the schedule has slipped or if the budget will be exceeded, this shall be stated and the reasons explained);
4. the personnel assigned and their time expenditures during the previous reporting period;
5. cost obligations, listed separately for each person during the previous reporting period and cumulative to date (fiscal year and total); and
6. projection of costs by reporting period to completion of the work effort for the current fiscal year.

The first letter progress report for a task shall provide the cost projection and detailed schedule of work. Subsequent reports shall either indicate revised projections or indicate no change in the cost and schedule projections. Reporting periods will be specified under each task order.

Microfiche Copies of Reports

In addition to the above-described paper copies of all reports, the Contractor shall provide microfiche copies of all interim and final reports, and such microfiche shall conform to the following specifications:

1. Microfiche containing source documentation shall conform to the NMA Type 1 format (ANSI/NMA MS.5) consisting of 98 frames arranged in 7 rows and 14 columns.
2. The reduction ratio shall be 24:1 for all microfiche.

3. The microfiche shall be standard 148mm x 105mm.
4. The microfiche shall be one silver-halide master and one diazo placed in individual acid free envelopes.
5. Diazo duplicates may be either blue/black or black.
6. The microfiche shall be titled in the following manner:

FIN No.	Title of Report	Date
Contract No.		
NUREG/CR No.		
Fiche No.		

Fiche number refers to 1 of 2, 2 of 2 etc. information.

7. Title information shall be eye readable on a clear background.
8. The submittal of microfiche containing proprietary material shall be coordinated with the Document Management Branch, Division of Technical Information and Document Control, U.S. Nuclear Regulatory Commission 20555 to set format and procedures for submittal.
9. Foldouts, if any, shall be segmented and filmed in logical order.
10. The first frame shall be blank, and the second frame shall contain the resolution target (NBS 1010A).
11. Questions on microfiche specifications should be submitted in writing to:

U. S. Nuclear Regulatory Commission
 Document Management Branch
 Division of Technical Information and
 Document Control
 Washington, DC 20555

Distribution of the microfiche reports shall be as follows:

U.S. Nuclear Regulatory Commission Document Management Branch Division of Technical Information and Document Control Washington, DC 20555	One (1) Master
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U.S. Nuclear Regulatory Commission Docket Control Center Division of Waste Management Office of Nuclear Material Safety and Safeguards Washington, DC 20555 "	One (1) Duplicate
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Draft and Final Review Reports

The Contractor shall prepare draft and final review reports as identified in Tasks 1 and 2. Draft and final reports shall be prepared in accordance with NRC manual appendix 3202 "Formal Contractor Documents." The draft shall meet the format requirements of the formal report, shall have been edited and reviewed by the Contractor and, with the possible exception of a few minor editing corrections, shall be ready to be published as a formal report if NRC has no comments. All final reports shall include a camera ready copy.

The Contractor shall submit ten (10) copies of draft reports to the NRC Project 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 these reports. The Contractor shall respond to these comments in writing within 15 working days following receipt of NRC comments. Prior to submittal of the final report all comments shall be mutually resolved by the NRC Project Officer and the Contractor. The final report shall be submitted within 20 working days after receipt of NRC comments and shall include a resolution of all NRC review comments. The Contractor shall submit copies of the final report in accordance with Section 4.4.

Each draft and final review report will include a list of references. A system of cross references between text of the report and the list of references shall 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.

Reports of Meetings and Field Trips

A letter report of meetings and field trips shall be provided by the Contractor to be received by the NRC PO within 10 working days of completion of the meeting or field trip. These reports shall serve as a record of the trip or meeting and shall, as a minimum, identify the purpose, participant(s), itinerary, cost break-out, and significant findings.

Report Distribution

The following summarizes the required report distribution under any resultant task order:

	<u>Meetings and Trips</u>	<u>Progress</u>	<u>Task</u>		<u>Camera-ready</u>
			<u>Draft</u>	<u>Final</u>	
Project Officer	1	1	10	6	1
Office of the Director, NMSS (Attn: Program Support Branch)	1	1	1	1	0
Division of Waste Management (Attn: Division Director)	1	2	2	2	0
Contracting Officer	1	1	1	1	0
High-Level Waste Technical Development Branch	1	1	1	1	0

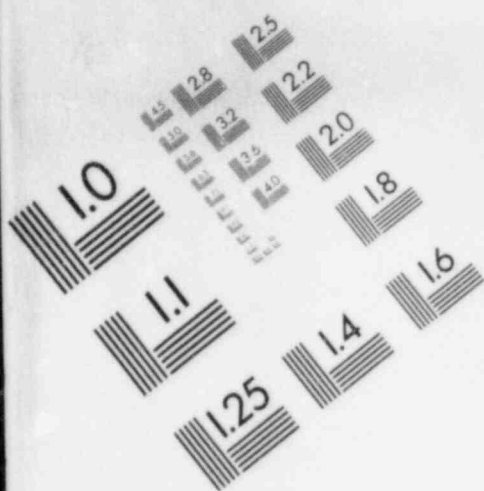
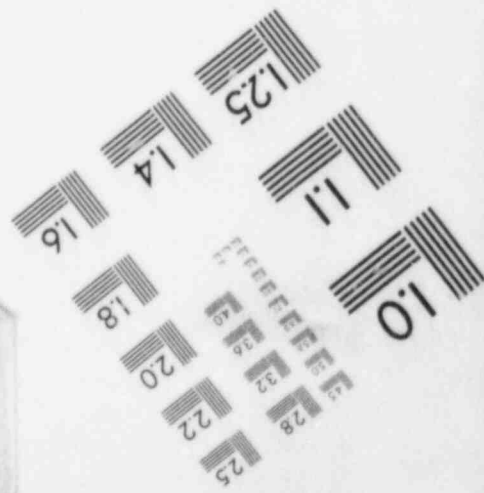
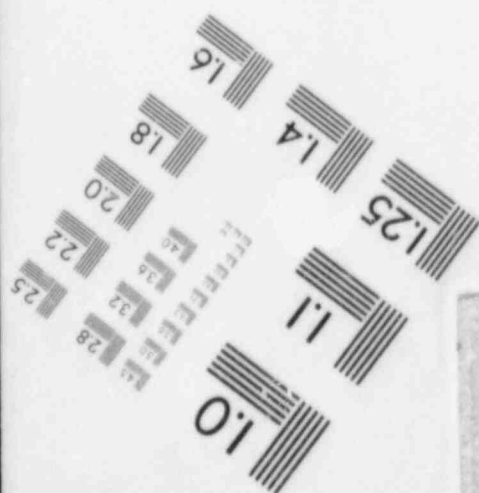
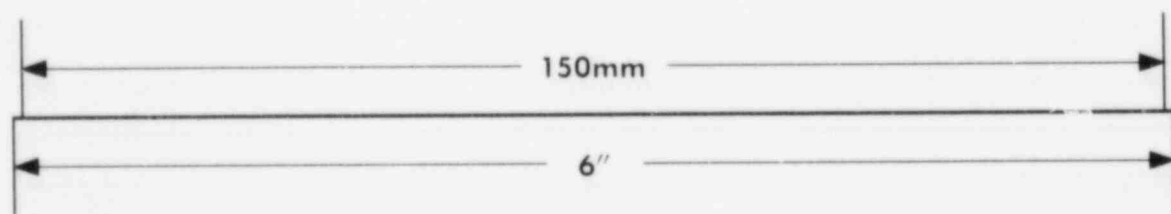
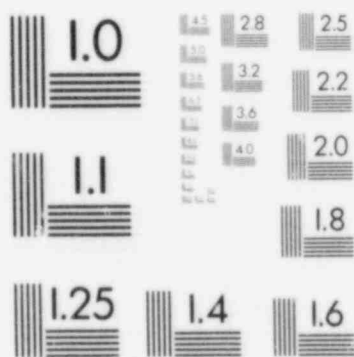
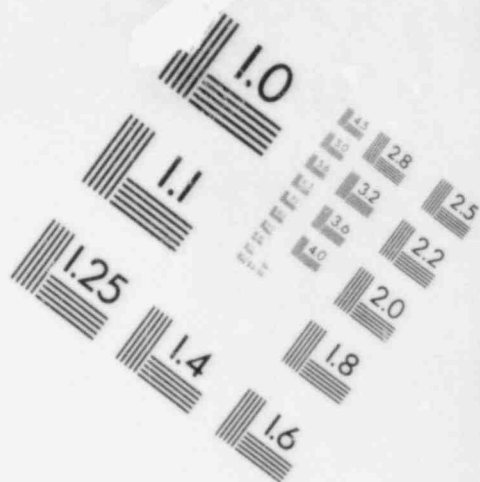


IMAGE EVALUATION TEST TARGET (MT-3)



At the initiation of each review the NRC will provide the Contractor with a copy of the procedural and technical portions of 10 CFR 60, the NRC Standard Format and Content Guide for the Site Characterization Report (the Site Characterization Report is referred to as the Detailed Site Characterization Plan by DOE), the reports which are to be reviewed, and a copy of the schedule of major events in the Department of Energy's selection, design, and construction of the geologic repository.

G. QUALITY ASSURANCE PROCEDURES

For all draft and final technical reports delivered under any resultant task order 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.)

- "This is a Priced Order issued pursuant to Article III,
(c), (2) of the Basic Ordering Agreement Number _____
and _____ offer dated _____
(Contractor Name) (Date)

- (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 applied 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 Thereunder: 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:

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 hereof 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 of the 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 hereof 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 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 Regulations 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 the Nuclear Regulatory Commission under any task order issued pursuant to the terms of this Basic Ordering Agreement shall be as specified in each individual order.

Article VII - PRICING OF ADJUSTMENTS

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 Regulations as in effect on the date of the order.

Article VIII - 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 IX - MODIFICATION OF BASIC ORDERING AGREEMENT

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

Article X - 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 or by the issuance of a superseding 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 XI - 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 XII - RESPONSIBILITIES OF THE PROJECT OFFICER

The Project Officer is responsible for: (1) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement 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 representative is authorized to approve payment vouchers 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 this 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; (4) not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the Project Officer which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the Project Officer. If the two are not able to resolve the question within 5 days, the Contractor shall notify the Contracting Officer.

ARTICLE XIII - TECHNICAL DIRECTION

- A. The NRC Project Officer named in each Task Order is responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The Project Officer is not authorized to make any commitments or any changes which constitute work not within the general scope of this contract, or constitute a basis for any increase in contract price or extension of the contract Period of Performance.
- 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.
- D. In the event the Project Officer desires a change to the contract within one or more of the categories as defined in (1) through (4) of paragraph B above, he/she must direct such request to the Contracting Officer. The Contracting Officer will handle the request in accordance with applicable laws and regulations.
- E. 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 its own funds for unallowable costs under the contract.

ARTICLE XIV - ORDER OF PRECEDENCE

In the event of an inconsistency between the terms and conditions of this contract, the inconsistency shall be resolved by giving precedence in the following order :

1. THE SCHEDULE
2. The General Provisions
3. Other terms and conditions of the contract, whether incorporated by reference or otherwise.