

AWARD/CONTRACT

PAGE 1 4

1. CONTRACT (Proc. Inst. Ident.) NO.

C-04-81-185

2. EFFECTIVE DATE

6/1/81

3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

4. CERTIFIED FOR NATIONAL DEFENSE UNDER BOSA  
REG. 2 AND/OR DMS REG. 1.  
RATING:

5. NUCLEAR REGULATORY COMMISSION  
DIVISION OF CONTRACTS  
WASHINGTON, DC 20555

6. ADMINISTERED BY  
(If other than block 5)

CODE

7. DELIVERY  
FOR DESTINATION  
☒ NATION

☐ OTHER (See below)

CONTRACTOR  
NAME AND ADDRESS

CODE

FACILITY CODE

9. DISCOUNT FOR PROMPT PAYMENT

NET

(City,  
State,  
P code)

Southwest Research Institute  
6220 Culebra Road  
San Antonio, TX 78284

10. SUBMIT INVOICES (4 copies unless otherwise  
specified) TO ADDRESS SHOWN IN BLOCK 17

SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

S. Nuclear Regulatory Commission  
ATTN: Dr. John Burns  
Office of Nuclear Regulatory Research  
Washington, DC 20555

U. S. Nuclear Regulatory Commission  
Office of the Controller  
Division of Accounting  
Washington, DC 20555

13. PROCUREMENT WAS ☐ ADVERTISED, ☒ NEGOTIATED, PURSUANT TO:

☐ 10 U.S.C. 2304 (a)(1)  
☒ 41 U.S.C. 252 (c)(10)

ACCOUNTING AND APPROPRIATION DATA

X0200.301

B&R No. 60-19-01-30

FIN NO. 87087

\$300,000.00 is covered  
by this appropriation

15.  
M. NO.

16.  
SUPPLIES/SERVICES

17.  
QUANTITY

18.  
UNIT

19.  
UNIT PRICE

20.  
AMOUNT

THE COMMISSION HEREBY ACCEPTS YOUR OFFER TO  
PERFORM WORK ENTITLED "SEISMIC QUALIFICATION  
OF NUCLEAR PLANT MECHANICAL AND ELECTRICAL  
EQUIPMENT". IN ACCORDANCE WITH YOUR OFFER  
DATED MAY 23, 1980, AS AMENDED BY YOUR BEST  
AND FINAL OFFER DATED FEBRUARY 24, 1981, BOTH  
OF WHICH ARE INCORPORATED HEREIN AND MADE A  
PART HEREOF.

TOTAL AMOUNT OF CONTRACT \$ 391,389.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

☐ 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 gov-  
erned 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 RS-RES-80-189, 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.

27. NAME OF CONTRACTOR

(Signature of person authorized to sign)

28. NAME AND TITLE OF SIGNER (Type or print)

25. DATE SIGNED

27. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

28. NAME OF CONTRACTING OFFICER (Type or print)

Kellogg V. Morton

29. DATE SIGNED

5-29-81

8106080105

THIS DOCUMENT CONTAINS  
POOR QUALITY PAGES

I. ARTICLE II - PERIOD OF PERFORMANCE, is revised to read as follows:

"The period of performance under this contract is from June 1, 1981 through May 31, 1984."

II. ARTICLE III - CONSIDERATION AND PAYMENT, is deleted in its entirety, and the following new ARTICLE III is added:

"ARTICLE III - CONSIDERATION AND PAYMENT

A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$391,389.00 of which the sum of                      represents the estimated reimbursable costs, and of which                      represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$300,000.00 of which                      represents the estimated reimbursable costs, and of which                      represents the fixed fee.
3. It is estimated that the amount currently allotted will cover performance through Phase I which is scheduled to be completed twenty-four months from the effective date of the contract.

B. Payment

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

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto.

To comply with the spirit and intent of the above clause, we will not withhold fee from your vouchers until such time as                      of the fixed fee specified in the contract has been paid. After payment of                      of the fixed fee, we will withhold further payment of fixed fee not to exceed                      of the total fixed fee or                      whichever is less, in order to protect the Government's interest. Of course, upon satisfactory completion of the contract, such withheld reserve will be paid to you upon submission of a proper voucher."

III. ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES, is deleted in its entirety, and the following new ARTICLE IV is added:

"ARTICLE IV - OVERHEAD RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the

contractor shall be reimbursed for allowable overhead costs hereunder at the provisional billing rate of 116 percent of total direct labor.

- B. Notwithstanding A. of this ARTICLE, said provisional overhead rate may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer."

- IV. ARTICLE VI - KEY PERSONNEL, is revised to include the addition of the names of the following individuals:

Daniel D. Kana  
John C. Simonis  
Daniel J. Pomerening

- V. ARTICLE VII - TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE, is revised to include the addition of the name of the following individual:

"John Burns of the NRC Office of Nuclear Regulatory Research is hereby designated as the Contracting Officer's Project Officer (PO) for the technical aspects of this contract."

- VI. ARTICLE VIII - TRAVEL REIMBURSEMENT, is deleted in its entirety, and the following new ARTICLE VIII is added:

"ARTICLE VIII - 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 \$50,000. The per diem amount is comprised of lodging expense plus \$23,00 for meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

SEE ATTACHMENT

3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 22.5¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. 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.

6. Receipts are required for common carrier transportation, lodging, and miscellaneous items in excess of \$15.00.
7. If foreign travel is required in the performance of this contract, General Provision Clause 3.5, "Preference for U. S. Flag Air Carriers," applies.

All foreign travel must be approved in advance by the Commission on NRC Form 445.

Additional guidance is furnished by FPR 1-1.323-3.

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## ATTACHMENT

Prescribed  
Maximum  
Daily Rates

Designated HPGA's 1/ 2/ (See end of listing for  
footnote explanations)

Arizona

- \*\* Tucson (all locations within the corporate limits of Tucson, including Davis Monthan AFB) \$61

California

- \*\* Fresno \$57
- \*\* Los Angeles (all locations within Los Angeles, Orange, and Ventura Counties, including Edwards AFB) \$70
- \*\* Sacramento (all locations within Sacramento County) \$62
- \*\* San Diego (all locations within San Diego County) \$70
- \*\* San Francisco/Oakland (all locations within San Francisco, Alameda, and Contra Costa Counties) \$75
- \*\* San Jose (all locations within Santa Clara County) \$54
- \*\* Santa Barbara (all locations within Santa Barbara County) \$68

Colorado

- \*\* Denver (all locations within Denver, Adams, Arapahoe, and Jefferson Counties) \$67
- \*\* Vail \$69

Connecticut

- \*\* Hartford (all locations within Hartford County) \$56
- \*\* New Haven \$63



Delaware

- \*\* Wilmington

\$62

District of Columbia

- \*\* Washington, DC, area (all locations within the corporate limits of the District of Columbia; the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges in Maryland) (See also Maryland and Virginia.)

\$75

Florida

- \*\* Miami (all locations within Dade, Broward, Palm Beach, and Monroe Counties)
- \*\* Tampa/St. Petersburg (all locations within Hillsboro and Pinellas Counties)

\$64

\$62

Georgia

- \*\* Atlanta

\$56

Illinois

- \*\* Chicago (all locations within Lake and Cook Counties)

\$74

Indiana

- \*\* Ft. Wayne

\$62

- \*\* Indianapolis (all locations within the corporate limits of Indianapolis, including Fort Benjamin Harrison)

\$62

Kansas

- \*\* Kansas City (see also Kansas City, MO.)

\$68

- \*\* Wichita

\$59

Kentucky

- \*\* Lexington-Fayette (all locations within Lexington-Fayette Urban County) \$58
- \*\* Louisville \$59

Louisiana

- \*\* New Orleans (all locations within Jefferson, Orleans, Plaquemines, and St. Bernard Parishes) \$75

Maryland

- \*\* Baltimore (all locations within Baltimore City and Baltimore County) \$59
- \*\* Montgomery County (see also District of Columbia) \$75
- \*\* Prince Georges County (see also District of Columbia) \$75

Massachusetts

- \*\* Boston (all locations within the counties of Middlesex, Norfolk, and Suffolk) \$66
- \*\* Springfield \$58
- \*\* Worcester \$58

Michigan

- \*\* Detroit (all locations within Wayne County) \$75
- \*\* Kalamazoo \$57

Minnesota

- \*\* Minneapolis/St. Paul (all locations within Anoka, Hennepin, and Ramsey Counties, including the Fort Snelling Military Reservation) \$61

Missouri

- \*\* Kansas City (See also Kansas City, KS.) \$68
- \*\* St. Louis (all locations within St. Louis and St. Charles Counties) \$67

Nevada

- \*\* Las Vegas (all locations within the corporate limits of Las Vegas, including Nellis AFB) \$75

New Jersey

- \* Atlantic City (all locations within Atlantic County) \$63
- \*\* Eatontown (all locations within Monmouth County) \$56
- \*\* Newark (all locations within Bergen, Essex, Hudson, Passaic, and Union Counties) \$67

New Mexico

- \*\* Los Alamos \$58

New York

- \*\* Lake Placid \$56
- \*\* New York (all locations within the Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and the counties of Nassau and Suffolk) \$75
- \*\* Rochester \$63
- \*\* Syracuse \$59

Ohio

- \*\* Cleveland \$71
- \*\* Toledo \$59



<u>Oregon</u>		\$56
**	Portland	
<u>Pennsylvania</u>		\$59
*	Coatesville	\$58
**	Harrisburg	\$64
**	Monroeville	\$75
**	Philadelphia/Bala Cynwyd	\$65
**	Pittsburgh	\$58
**	Valley Forge/King of Prussia	
<u>Tennessee</u>		\$61
**	Memphis	
<u>Texas</u>		\$71
**	Dallas/Ft. Worth (all locations within Dallas and Tarrant Counties)	\$58
**	El Paso	\$74
**	Houston (all locations within the corporate limits of Houston, including the L. B. Johnson Space Center and Ellington AFB)	\$61
**	San Antonio	
<u>Vermont</u>		\$56
**	Burlington (all locations within the corporate limits of Burlington, South Burlington, and Essex Junction)	

Virginia (see also District of Columbia)

** Alexandria	\$75
** Fairfax	\$75
** Falls Church	\$75
** Arlington County	\$75
** Fairfax County	\$75
** Loudoun County	\$75

Washington

** Seattle (all locations within King County)	\$72
** Spokane	\$60

West Virginia

** Charleston	\$59
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Wisconsin

** Milwaukee	\$61
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Wyoming

** Cheyenne	\$58
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1/ HPGA's without a specific definition are defined as "all locations within the corporate limits or entirely surrounded by the boundaries thereof, including independent entities located within the boundaries" unless otherwise specified.

2/ HPGA's with county definitions shall include "all locations entirely surrounded by the boundaries thereof, including independent entities located within the boundaries."

\* Newly designated HPGA.

\*\* Increased maximum rate or redefined boundary for previously designated HPGA.