



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

ROR
DCD

Parameter, Inc.
Attn: Richard A. Lofy
13380 Watertown Plank Road
Elm Grove, WI 53122

OCT 02 1996

Dear Mr. Lofy:

Subject: Modification No. 2 to Task Order No. 100, under Contract No.
NRC-03-93-026

In accordance with the task order procedures of the subject contract, this letter definitizes Modification No. 2 to Task Order No. 100 which increases the task order ceiling amount by \$67,877.45 from \$88,401.35 to \$156,278.80. The efforts are to be performed in accordance with the attached revisions (Attachment No. 1) to the statement of work and the Contractor's proposal dated October 1, 1996.

The total amount presently obligated by the Government with respect to this task order is \$88,401.35. The total cost ceiling is \$156,278.80 of which the sum of [REDACTED] represents reimbursable cost, the sum of [REDACTED] represents facilities capital cost of money, and the sum of [REDACTED] represents fixed fee.

In accordance with FAR Clause 52.232-22, Limitation of Funds (Attachment No. 2), the obligated amount shall at no time exceed the cost ceiling. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this task order.

A Summary of obligations for the subject task order, from award date through the date of this action, is given below:

Total FY96 Obligation Amount: \$88,401.35

Cumulative Total of NRC Obligations: \$88,401.35

This modification obligates FY97 funds in the amount of: \$ -0-

The issuance of this modification does not amend any other terms or conditions of the subject task order.

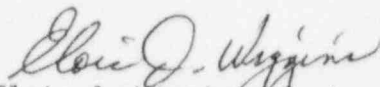
Acceptance of Task Order No. 100, Modification No. 2 should be made by having an official, authorized to bind your organization, execute three copies of this document in the space provided and return two copies to the Contracting Officer. You should retain the third copy for your records.

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If you have any questions regarding this matter please contact John Eastman, Contract Specialist, on (301) 415-6590.

Sincerely,



Elois J. Wiggins, Contracting Officer
Technical Acquisition Branch No. 2
Divisions of Contracts
Office of Administration

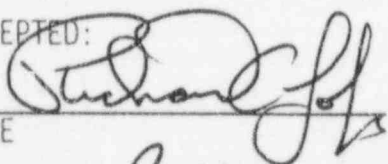
Enclosure:
AS STATED

ACCEPTED:

NAME

TITLE

DATE



PRB

10/8/96

TASK ORDER 100, MODIFICATION NO. 2

This modification is to provide for an additional Human Factors Specialist on the site inspection at Dresden. The following areas of the statement of work are revised:

1. "MEETINGS AND TRAVEL

One, one-person, 1-day trip to NRC Headquarters

One, one-person, 3-day trips to NRC Region IV.

One, two-person, 3-day trip to NRC Region IV.

Two, two-person, 11-day trips to the plant site near Morris, Illinois.

Two, one-person, 5-day trips to NRC Region IV.

One, two-person 5-day trips to NRC Region IV.

The contractor's staff shall coordinate all travel arrangements in advance with the NRC Team Leader.

*Note - the revision to the statement of work is all of the trips after September 30, 1996 have been changed from 1-person to two-person."

2. "ESTIMATED LEVEL OF EFFORT

<u>Number</u>	<u>Discipline</u>	<u>Hours</u>
1	Senior Human Factors Specialist (A)	520
1	Senior Human Factors Specialist (B)	380

The estimated level of effort for specialist (A) consists of 140 hours for inspection preparation, 270 hours for on-site inspection and office review, and 110 hours for inspection documentation. The estimated level of effort for specialist (B) is the same as for (A) except for the deletion of 140 for inspection preparation.

*Note - the addition to the statement of work is the 380 hours for Senior Human Factors Specialist (B)."

All other terms and conditions of the subject task order remain the same.

52.232-22 Limitation of Funds.

As prescribed in 32.705-2(c), insert the following clause in solicitations and contracts if an incrementally funded cost-reimbursement contract is contemplated. The 60-day period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent 'Task Order' or other appropriate designation may be substituted for 'Schedule' wherever that word appears in the clause.

LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under

this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

| (End of clause) |