

**FIXED RATE NOT-TO-EXCEED  
SUBCONTRACT  
NO. 6898475**



The Regents of the University of California  
Lawrence Berkeley National Laboratory  
One Cyclotron Road  
Berkeley, CA 94720

**Subcontractor:**

**Kreysler and Associates**  
Attention: Bill Kreysler  
501 Green Island Road  
American Canyon, CA 94503  
Phone: (707) 552-3500  
E-Mail: bill@kreysler.com

**University Procurement Representative:**

Name: Gina Goodman  
Title: Subcontract Administrator  
Phone: (510) 486-7433  
Fax: (510) 486-6215  
E-Mail: glgoodman@lbl.gov

**Introduction**

This is a fixed rate not-to-exceed subcontract (hereinafter "Subcontract") for the fabrication and assembly of the JDEM (no IFU) Focal Plane assembly - full scale mock-up, as further described herein.

This Subcontract is between The Regents of the University of California, (hereinafter "University") and the party identified above as the "Subcontractor".

This Subcontract is issued under Prime Contract No. DE-AC02-05CH11231 between the University and the United States Government (hereinafter "Government"), represented by the Department of Energy (hereinafter "DOE") for the management and operation of the Lawrence Berkeley National Laboratory (hereinafter "LBNL") and the performance of certain research and development work.

**Agreement**

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and the documents referenced or incorporated therein, which together with this Signature Page shall collectively constitute the entire Agreement and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

**KREYSLER AND ASSOCIATES**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Gina Goodman  
Name: Gina Goodman  
Title: Subcontract Administrator  
Date: 10/7/09

## SCHEDULE OF ARTICLES

### **ARTICLE 1 – SCOPE OF WORK**

- A. The Subcontractor provide the fabrication and assembly of the JDEM (no IFU) Focal Plane Assembly - full scale mock-up. The work is more specifically described in the incorporated document of this Subcontract entitled JDEM (no IFU) Focal Plane Assembly Full Scale Mock-Up,” dated October 5, 2009.
- B. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified herein to be furnished by the University. The Subcontractor shall deliver the materials, products, supplies, reports and residuals, as specified herein. The materials, supplies, equipment, tools, and other incidental items furnished or used by the Subcontractor shall meet nationally recognized safety standards or have been tested and found safe for use.
- C. The work shall be performed by the Subcontractor at the Subcontractor's facility located at American Canyon, CA, and at other locations approved by the University.
- D. Acceptance of the work under this Subcontract shall be based on the Subcontractor's performance and completion of the work in consonance with high professional standards and compliance with the delivery and reporting requirements specified herein.

### **ARTICLE 2 – PERIOD OF PERFORMANCE**

The work described in the Statement of Work shall be completed on or before October 20, 2009.

### **ARTICLE 3 – PRICE AND PAYMENT**

- A. Fixed Rates. The Subcontractor shall be compensated for performance of this Subcontract at the following fixed unit rates, which rates are fully burdened to include the direct wages and related indirect / labor overhead costs, other direct expenses except those specified in Paragraph B, below, general and administrative (G&A) expenses, and profit:

<u>Labor Category</u>	<u>Fixed Hourly Rate</u>	<u>Estimated Hours</u>
Engineering Tech	\$123.18	Not to exceed 60 hours

- B. Reimbursable Direct Expenses: The University shall also reimburse the Subcontractor for materials, parts, and supplies incorporated into the end product or used or consumed in performance of the work (including incidental services and any equipment items, special test equipment, and special tooling authorized to be acquired) at the Subcontractor's actual cost, excluding State sales tax.

C. Not-To-Exceed Price

1. The Subcontractor agrees that the total compensation payable by the University for full performance or termination of this Subcontract shall not exceed \$10,000.00.
2. It is understood that the University shall not be obligated to compensate the Subcontractor for the performance of this Subcontract, including any reimbursable direct expenses and termination costs incurred, in excess of the not-to-exceed price.

D. Sales Tax. The fixed rates stated above do not include and the University shall not be charged for any State sales tax. The University holds California State Resale Permit No. SR-CH 21-835970.

E. Invoices

1. The Subcontractor shall email its invoice upon completion of the work directly to the LBNL Accounts Payable Office at [APIInvoice@lbl.gov](mailto:APIInvoice@lbl.gov). The invoices shall identify the subcontract number of this Subcontract
2. If unable to submit its invoices by email, the Subcontractor may submit its invoices to the following address:

Lawrence Berkeley National Laboratory  
Accounts Payable Office, Subcontract No. 6898475  
One Cyclotron Road, MS 90J-0106  
Berkeley, CA 94720

3. All invoices shall identify in sufficient detail the work performed and tasks accomplished, the effort expended by labor category and other reimbursable direct expenses incurred or used. Only those items/services identified in this Subcontract or a Subcontract Modification will be considered for payment.

F. Payment Terms. The terms of payment shall be 10 days after receipt of a proper invoice. Payment amounts shall be less any applicable adjustments, credits, offsets, or tax withholds. Payment on an invoice shall not constitute final acceptance of the related performance. Payment will not be authorized by the University, except as otherwise provided under this Subcontract until acceptance has been authorized in accordance with the provisions herein.

**ARTICLE 4 – SUBCONTRACT ADMINISTRATION**

A. The University Procurement Representative for this Subcontract is the person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the *Services* and the performance period. The Subcontractor shall submit all documents, notices, and requests for approval required by this Subcontract to the University Procurement Representative at the email address indicated on the signature page or at the following mail address:

Lawrence Berkeley National Laboratory  
One Cyclotron Rd., Mail Stop 46R0125  
Berkeley, CA 94720

Any notices and approvals required by this Subcontract from the University to the Subcontractor shall be issued by the University Procurement Representative.

- B. The University Technical Representative for this Subcontract is Robin LaFever. The Technical Representative is the person designated to monitor the work and to interpret and clarify the technical requirements of the work. The Technical Representative is not authorized to make changes to the work or to modify this Subcontract.

#### **ARTICLE 5 – PROPERTY**

- A. The Subcontractor shall acquire, and/or the University will furnish to the Subcontractor, the materials, equipment, supplies, and/or tangible personal property items identified below, for use under this Subcontract:

Subcontractor Acquired Property

NONE

University Furnished Government Property

NONE

- B. All property acquired by the Subcontractor and/or furnished by the University shall be identified, utilized, accounted for, and dispositioned in accordance with the *Government Property* clause of the General Provisions. Disposition directions and authorization will be provided by the University Property Management Department.

#### **ARTICLE 6 – SHIPPING REQUIREMENTS**

- A. Shipping Terms. The shipping terms are F.O.B. Destination, freight included/prepaid. All shipments shall be shipped via the Subcontractor's vehicles or a licensed common carrier selected by the Subcontractor, at the University's expense.
- B. Shipping Address. All shipments shall be sent to the following address:

Lawrence Berkeley National Laboratory  
For the U.S. Department of Energy  
One Cyclotron Road, Building 69, **ATTN: 6898475**  
Berkeley, CA 94720

#### **ARTICLE 7 – APPROVAL OF TECHNICAL DATA**

1. If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the University prior to Subcontractor performance, the approval of the data by the University shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements

of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk.

2. Unless otherwise specified, the University requires a period of 10 working days from date of receipt to review and approve the data. If the University does not approve the data within the allotted time period, the parties will establish a new time period for review and approval of the data and, if necessary, the delivery schedule or completion date will be equitably adjusted.
3. If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

#### **ARTICLE 8 - PRELIMINARY INSPECTION**

The University reserves the right to observe and witness all phases of the manufacturing of the Supplies, including design, fabrication, assembly, testing, and inspection, conducted at the Subcontractor's facility or at any of its sub-tier subcontractors' facilities.

Preliminary in-process and source inspections may be performed at the Subcontractor's facility or at any of its sub-tier subcontractors' facilities. The inspection shall allow the University to verify that the Subcontractor has met the requirements of this Subcontract. Prior to University inspection, the Subcontractor shall perform a complete inspection and document the results. The Subcontractor shall present this documentation to the University at the time of the preliminary inspection. Such preliminary inspection does not waive the right of the University to inspect and accept or reject at the destination. The University reserves the right to subcontract with a qualified third party to conduct on its behalf any or all of the University inspections.

#### **ARTICLE 9 - ELIGIBILITY CERTIFICATION**

By acceptance of this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible by any agency of the Federal Government for the award of contracts (including subcontracts).

#### **ARTICLE 10 – INCORPORATED DOCUMENTS**

The following documents are hereby incorporated as a part of this Subcontract, and are attached hereto:

- General Provisions for Commercial Supplies & Services, dated October 1, 2009.

#### **ARTICLE 11 – GENERAL PROVISIONS**

- A. The clauses listed in the referenced General Provisions shall be applicable to this Subcontract, based on the value of the Subcontract, the status of the Subcontractor, or the nature and location of the work, as indicated in the General Provisions.

(END OF SCHEDULE OF ARTICLES)