

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
5001F151,5002R010
PAGE 1 OF PAGE 1

2 AMENDMENT/MODIFICATION NO.

157

3 EFFECTIVE DATE

11/1/2001

4 REQUISITION/PURCHASE REC. NO.

NMS97009 10/4/22/29

5 PROJECT NO. (if applicable)

6 ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
Contract Management Branch 2
Washington DC 20555

7 ADMINISTERED BY (If other than Item 6)

CODE

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A AMENDMENT OF SOLICITATION NO.

Southwest Research Institute
6220 Culebra Road
San Antonio, TX 78228-0510
Attn: Wesley Patrick, President, CNWRA
210-522-5158, TIN 74-1070544

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO.
NRC-02-97-009

10B DATED (SEE ITEM 13)

CODE

FACILITY CODE

X 10-15-1987

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

See Below

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached pages.

Blk. 12: B&R 25015301129 JC: 1035 BOC: 252A Approp. 31X0200
Obligate: \$1,000,000

B&R 7-5015-232000 JC: J5190 BOC: 253D Approp. 31X0200
Deobligate: \$3,028.61

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Barbara D. Meehan

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

16B UNITED STATES OF AMERICA

16C DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

11-01-2001

STANDARD FORM 30 (REV. 10-83)

TEMPLATE-ADM-001


ADM02

The purpose of this modification is to provide funding in the amount of \$1,000,000 for Job Code D1035, to deobligate funds in the amount of \$3,028.61 in Job Code J5190, to increase the authorized amount for D1035 by \$1,000,000 and to decreased the authorized amount for J5190 by \$3,028.61. In addition, this modification adds the final audited indirect rates for FY2000, revises the list of key personnel in Section H.1, adds James R. Hall as Project Officer for the 2nd INEEL ISFSI project, and revises the list of Center Review Group members in Attachment 11 of the contract. Accordingly, the following changes are made:

1. Sections B.2.C.b and d are revised to provide obligated funds for JC D1035, HLW in the amount of \$1,000,000, and to deobligate \$3,028.61 from JC J5190, WSS, as shown on the attached change pages 5, 6 and 6a.
2. Section B.2.C.e is revised to provide authorized funds for HLW, JC D1035 in the amount of \$1,000,000, and to decrease the authorized funds for WSS, J5190 in the amount of \$3,028.61, as shown on the attached change page 7.
3. Section G.1. E is revised to add the final audited rates for FY2000 as shown on attached change page 25.
4. Section G.3.1.C is revised to add the name of "James R. Hall" as Project Officer for the 2nd INEEL ISFSI as shown on attached change page 29.
5. Section H.1. A is revised to delete the names of "C. Connor" and "D. Hughson" who have left the CNWRA and to add the name of "R. Fedors" who is replacing "D. Hughson", as shown on attached change page 33.
6. Attachment 11, page 5 is revised to delete the names "Joseph Holonich" and "Michael Weber" and to add the name "Josephine Piccone", as shown on the attached change page 5 to Attachment 11.

All other terms and conditions of this contract, including the ceiling amount for the second renewal period of \$87,611,477.00, remain the same.

A summary of new obligations for the second renewal period of this contract is given below:


Total FY97 obligation amount \$445,000 (see Spent Fuel (CIS) below)
Total FY98 obligation amount \$10,792,270 (Note that this reflects the \$19,000 which was obligated on Mod. 123, but not reflected in this summary)
Total FY99 obligation amount \$11,862,000.
Total FY99 deobligation amount \$183,756.57.
Total FY00 obligation amount \$12,971,071.
Total FY00 deobligation amount of \$100,000.
Total FY01 obligation amount of \$13,415,000.
Total FY02 obligation amount of \$1,000,000.
Cumulative Total of NRC Obligations for JC 1035 (HLW) \$50,201,584.43.

[REDACTED] Spent Fuel (CIS))

Total FY97 obligation amount \$200,000

Total FY98 obligation amount \$250,000

[REDACTED] Spent Fuel (CIS))

Total FY00 obligation amount \$100,000

Total FY01 obligation amount \$331

Cumulative Total of NRC Obligations for CIS \$550,331.

[REDACTED] Tank Waste Remediation)

Total FY98 obligation amount \$250,000

Total FY99 obligation amount \$285,000

Total FY00 obligation amount \$840,000

Total FY01 deobligation amount \$65,000

Cumulative Total of NRC Obligations for JC J5164 \$1,310,000.

[REDACTED] Spent Fuel Dry Transfer)

Total FY97 obligation amount \$25,000.

Total FY98 obligation amount \$200,000.

Total FY98 deobligation amount \$33,000

Total FY99 obligation amount \$283,600

Total FY00 obligation amount \$135,000

Total FY01 deobligation amount \$45,000

Cumulative Total of NRC Obligations for JC J5206 \$565,600.

[REDACTED] Aluminum-Based Spent Fuels)

Total FY98 obligation amount \$125,000.

Cumulative Total of NRC Obligations for JC J5210 \$125,000

[REDACTED] TMI-2 Fuel Debris)

Total FY98 obligation amount \$208,000.

Total FY98 deobligation amount \$8,000.

Total FY99 obligation amount \$100,000

Total FY99 deobligation amount \$15,898.

Total FY01 obligation amount \$878.

Cumulative Total of NRC Obligations for JC J5186 \$284,980.

[REDACTED] (Private Fuel Storage)

Total FY98 obligation amount \$158,000

Total FY99 obligation amount \$332,630

Total FY00 obligation amount \$443,920

Total FY01 obligation amount \$715,000

Cumulative Total of NRC Obligations for JC J5226 \$1,649,550.

[REDACTED] (SKB Peer Review)

Total FY00 obligation amount \$9,987

Cumulative Total of NRC Obligations for JC J5324 \$9,987.

[REDACTED] (Naval Spent Fuel)

Total FY00 obligation amount \$161,000

Total FY01 deobligation amount \$26,000

Cumulative Total of NRC Obligations for JC J5327 \$135,000.

[REDACTED] (Diablo Canyon)

Total FY01 obligation amount \$15,000

Cumulative Total of NRC Obligations for JC J5390 \$15,000.

[REDACTED] (WSS)

Total FY02 deobligation amount \$3,028.61

Cumulative Total of NRC Deobligations (for second renewal period) \$3,028.61.

This modification obligates funds in the amount of \$1,000,000 in Job Code D1035 and deobligates funds in the amount of \$3,028.61 in Job Code J5190.

e. Total amount authorized by Operations/Project Plans was as follows:

High-Level Waste

Amount: \$ 44,662,918

Licensing Support System

Amount: \$35,900

Research

Amount: \$ 15,584,461.47

Waste Solidification Systems

Amount: \$642,391.87

Amount: \$39,900

Transportation

Amount: \$0

Monitored Retrievable Storage

Amount: \$20,459.70

Tank Waste Remediation

Amount: \$772,035.00

Safety Review of TMI-2

Amount: \$158,290

Total amount authorized: \$ 61,916,356.04

f. The total award fee available; the award fee earned thus far and the evaluation period applicable thereto were as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
11 9/27/92-4/9/93	\$309,465	259,951
12 4/10/93-9/24/93	347,645	316,673
13 9/25/93-9/30/94	709,894	668,010.43
14 10/1/94-9/29/95	817,617	793,088
15 9/30/95-9/27/96	665,948	645,970
16 9/28/96-9/26/97	556,736	528,899

Current Data

C. September 27, 1997 - September 27, 2002

- a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period is \$87,611,477.00.
- b. The amount presently obligated by the Government with respect to this contract for this period is \$ 54,847,032.43. In addition, carryover funds in the amount of \$3,302,599.76 are available for use in this renewal period as indicated below. The award fee pool will be as stated in the AFDP. The plan will reflect the actual award fee pool based on cumulative estimated costs for performance of approved Operations/Project Plans. The applicable base fee percentage is also described in the AFDP.

- c. Evaluation of the award fee earned will be accomplished in accordance with the then current AFDP (Attachment 11). Neither the determination as to the amount of fee available during a given period, the amount of award fee earned, nor the determination of the criteria under which the subject award fee will be made, shall be subject to FAR Subpart 52.233-1, entitled, "Disputes".
- d. Total funds currently obligated by Job Code (JC) are as follows:

High-Level Waste

[REDACTED]
New Funds: \$ 50,485,341
Deob.: \$283,756.57
Carryover: \$1,989,455.71
Total: \$52,191,040.14

Waste Solidification Systems

[REDACTED]
New Funds:
Carryover: \$2,763.35
Total: \$2,763.35

Tank Waste Remediation

[REDACTED]
New Funds: \$1,375,000
Deobligation: \$65,000
Carryover: \$1,246,284.95
Total: \$2,556,284.95

Waste Solidification Systems

[REDACTED]
New Funds: \$0
Deobligation: \$3,028.61
Carryover: \$35,349.05
Total: \$32,320.44

Spent Fuel (TMI-2 Fuel Debris)

[REDACTED]
New Funds: \$308,878
Deob.: \$23,898
Carryover: \$28,746.69
Total: \$313,726.69

Spent Fuel (Dry Transfer)

[REDACTED]
New Funds: \$643,600
Deobligate: \$78,000
Carryover: \$0
Total: \$565,600

Aluminum-Based Spent Fuels

[REDACTED]
New Funds: \$125,000
Total: \$125,000

Spent Fuel (CIS)

[REDACTED]
New Funds: \$450,000
Total: \$450,000

Spent Fuel (PES)*

[REDACTED]
New Funds: \$1,649,550
Total: \$1,649,550

Spent Fuel (CIS)

[REDACTED]
New Funds: \$100,331
Total: \$100,331

SKB Peer Review

[REDACTED]
New Funds: \$9,987
Total: \$9,987

Naval Spent Fuel

[REDACTED]
New Funds: \$161,000
Deob: \$26,000
Total: \$135,000

Diablo Canyon

[REDACTED]
New Funds: \$15,000
Total: \$15,000

Total New Funds Obligated for 2nd Renewal Period:	\$55,332,687.00
Funds Deobligated during 2nd Renewal Period:	479,683.18
Net Obligated:	\$54,853,003.82

*PFS is subject to the license fee recovery provisions located elsewhere in this contract.
The TAC number for this project is L22462.

e. Total amount authorized by Operations/Project Plans is as follows:

High-Level Waste

[REDACTED]
Amount: \$50,348,673

Waste Solidification Systems

[REDACTED]
Amount: \$32,320.44
Job Code: L1793
Amount: \$2,763.35

Tank Waste Remediation

[REDACTED]
Amount: \$2,548,584

Spent Fuel (TMI-2 Fuel Debris)

[REDACTED]
Amount: \$313,726.69

Spent Fuel (Dry Transfer)

[REDACTED]
Amount: \$565,600

Spent Fuel (CIS)

[REDACTED] 5
Amount: \$450,000

Aluminum-Based Spent Fuel

[REDACTED]
Amount: \$125,000

Spent Fuel (CIS)

[REDACTED]
Amount: \$100,331

Naval Spent Fuel

[REDACTED]
Amount: \$135,000

SKB Peer Review

[REDACTED]
Amount: \$9,987

Spent Fuel (PFS)

[REDACTED]
Amount: \$1,441,450

Diablo Canyon

[REDACTED]
Amount: \$15,000

Total amount authorized: \$56,053,086.43

f. The total award fee available, the award fee earned thus far and the evaluation period applicable thereto are as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
17 9/27/97-9/25/98	\$598,989	\$581,021
18 9/26/98-9/24/99	797,438	781,490
19 9/25/99-9/29/00	818,779	794,216
20 9/30/00-9/28/01		
21 9/29/01-9/27/02		

Section C - Description/Specifications/Work Statement

C.1 Statement of Work for Operation of the Center for Nuclear Waste Regulatory Analyses

C.1.1 Concept for CNWRA Support to NRC

C.1.1.1 Nuclear Waste Policy Act of 1982

The Nuclear Waste Policy Act of 1982 as amended (NWPAA) sets forth the policy of the United States with regard to the management, storage and disposal of this nation's high-level radioactive waste from commercial and defense activities. The NWPAA charges the Department of Energy (DOE) as the lead Federal Agency to manage the siting, construction,

E. The following states the final audited indirect rates which apply to this contract:

Overhead for CNWRA Overhead for SwRI Applicable Period

Basic Contract Period (NRC-02-88-005) (10/15/87 - 10/14/92)

[REDACTED]	[REDACTED]	10/15/87 - 9/30/88
[REDACTED]	[REDACTED]	10/1/88 - 9/30/89
[REDACTED]	[REDACTED]	10/1/89 - 9/30/90
[REDACTED]	[REDACTED]	10/1/90 - 9/30/91
[REDACTED]	[REDACTED]	10/1/91 - 9/30/92
[REDACTED]	[REDACTED]	10/1/92 - 10/14/92

First Renewal Period (NRC-02-93-005)

[REDACTED]	[REDACTED]	10/15/92 - 9/24/93
[REDACTED]	[REDACTED]	9/25/93 - 9/30/94
[REDACTED]	[REDACTED]	10/1/94 - 9/29/95
[REDACTED]	[REDACTED]	9/30/95 - 9/27/96
[REDACTED]	[REDACTED]	9/28/96 - 9/26/97

Second Renewal Period (NRC-02-97-009)

Overhead for CNWRA Overhead for SwRI Material Burden Applicable Period

[REDACTED]	[REDACTED]	[REDACTED]	9/27/97 - 9/25/98
[REDACTED]	[REDACTED]	[REDACTED]	9/26/98 - 9/24/99
[REDACTED]	[REDACTED]	[REDACTED]	9/25/99 - 9/29/00

*See ceiling rate set forth on page 24.

G.2 Technical Direction

G.2.1. - Definition

A. The term "Technical Direction" is defined to include the following:

1. Technical direction to the CNWRA which shifts work emphasis within the Job Code/major program area/subtask, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the scope of work for the directive.
2. Providing assistance to the CNWRA in the preparation of drawings, specifications or technical portions of the work description.
3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CNWRA to the Government under the contract.

B. Technical direction must be within the stated scope of work. Project Officers, Program Element Managers, Technical Assistance Sponsor, NRC CNWRA Program Manager, and NRC CNWRA Deputy Program Manager do not have the

Yucca Mountain Draft Environmental Impact Statement (DEIS) (subtask)	James R. Firth	Francis (Skip) Young (Transportation Portion)
Hanford Tank Waste System (Operations Plan) Subtask 3.1.2 and 3.2.2 Subtask 3.1.4 Subtask 3.1.6 Subtask 3.2.1	Michael Tokar	Robert Shewmaker Rex Wescott Lydia Chang Makuteswara Srinivasan
Spent Fuels Project Office (Operations Plan) TMI-2 Fuel Debris Dry Transfer System Central Interim Storage Private Fuel Storage	Mark Delligatti	Michael Raddatz Steven L. Baggett Steven L. Baggett Michael D. Waters Mahendra Shah (Physical Security Task only) Nancy Osgood Timothy J. Kobetz James R. Hall
Naval Spent Fuel Diablo Canyon ISFSI 2 nd INEEL ISFSI		
DOE Aluminum-Based Spent Nuclear Fuels Disposition Program (Operations Plan)	Charles Greene	None

G.3.2 - Technical Assistance Sponsors

- A. The individuals listed in "C" below are hereby designated as Technical Assistance Sponsors. The individual Technical Assistance Sponsors have overall technical responsibility for the work placed at the CNWRA, within their respective areas, as detailed in paragraph C. below and are responsible for: (1) identifying, prioritizing and recommending work to be placed at the CNWRA; (2) monitoring the CNWRA's progress to ensure that work completed is commensurate with resources expended and is on schedule including surveillance and assessment of performance, and recommending to the NRC CO changes in requirements; (3) interpreting the scope of work as required; (4) performing technical evaluations as necessary; (5) performing technical reviews and acceptances as required; and (6) assisting the CNWRA in the resolution of technical problems encountered during performance. Within the purview of this authority the Technical Assistance Sponsors are authorized to review all costs requested for reimbursement by the CNWRA which are associated to their particular program area and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract to the NRC CNWRA PM. The NRC CO is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract and elements.
- B. The Technical Assistance Sponsors are not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract or issue any unilateral directive whatsoever.

Section H - Special Contract Requirements

H.1 Key Personnel

- A. The following individuals are considered to be essential to the successful performance of the work hereunder.

[REDACTED]

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (B) and (C) hereof.

- B. If one or more of the key personnel for whatever reason becomes or is expected to become, unavailable for work under this contract for a continuous period expected to exceed 30 work days, or is expected to devote substantially less effort to the work than indicated in approved Operations/Project Plans, the Contractor shall immediately notify the CO and shall, subject to the concurrence of the CO or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- C. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and other information requested by the CO or needed by him/her to approve or disapprove the proposed substitution. The CO or his/her authorized representative will evaluate such requests and promptly notify the contractor of his/her approval or disapproval thereof in writing.
- D. If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the CO for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he/she finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

C. Organization Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

1. Fee Determination Official (FDO)

- a. The FDO is the Director, NMSS, or his designee.
- b. Primary FDO responsibilities are:
 - (1) Determining the award fee earned and payable for each evaluation period as addressed in Part D.
 - (2) Changing the matters covered in this plan as addressed in Part E, as appropriate.

2. Center Review Group (CRG)

- a. The Chairman of the CRG is John J. Linehan, or his designee. The CRG consists of the following members:

Josephine Piccone
Sharon D. Stewart
E. William Brach

Advisors: Deborah A. DeMarco
Donald F. Hassell
Barbara D. Meehan

Evaluation Coordinator: Emarsha Whitt

- b. The Chairman may recommend the appointment of non-voting members to assist the Group in performing its functions.
- c. The CRG will:
 - (1) Conduct ongoing evaluations and assessments of the CNWRA's overall performance and submit a Performance Evaluation Report (PER) to the FDO covering the Group's findings and recommendations for each evaluation period, as addressed in Part D.
 - (2) Considering proposed changes in this plan and recommending those it determines appropriate for adoption by the FDO, as addressed in Part E.

3. Performance Monitors (PM)

- a. PMs are all Program Element Managers and the Senior Contract Specialist.
- b. Each PM will be responsible for complying with the General Instructions for Performance Monitors, Attachment D-1, and any specific instructions of the CRG Chairman as addressed in Part D. Primary PM responsibilities are: