



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. M234		3. EFFECTIVE DATE 10/18/2005	4. REQUISITION/PURCHASE REQ. NO. NMS-02-012 9/14/05		5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555		CODE 3100	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  SOUTHWEST RESEARCH INSTITUTE  6220 CULEBRA RD  SAN ANTONIO TX 782385166			(X)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-02-012		
			X	10B. DATED (SEE ITEM 13) 10-15-1987		
CODE		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 on 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) n/a						

<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>	
(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.
X	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <div style="text-align: center;">Mutual agreement of the parties</div>
	D. OTHER (Specify type of modification and authority)
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> 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.	

Duns #: 007936842

15A. NAME AND TITLE OF SIGNER (Type or print) R. B. Kalmbach Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara D. Meehan	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/02/05	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10-18-2005

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.

TEMPLATE - ADM001

SISP REVIEW COMPLETE

STANDARD FORM 30 (REV. 10-83)

ADM002

The purpose of this modification is to revise clauses H.3 and H.16.3. Accordingly, the following changes are made:

Section H.3 is revised to include the disclaimer for use in abstracts as shown in attached change page 37a.

Section H.16.3 is revised for clarification purposes as shown in attached change pages 46 and 46a.

All other terms and conditions of this contract, including the ceiling amount for the current renewal period of \$86,213,679.00, remain the same.

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

Job Code D1035 (HLW)

FY03 obligation amount: \$14,426,867.34

FY03 deobligation amount: \$123,000

FY04 obligation amount: \$16,240,538.85

FY04 deobligation amount: \$350,000

FY05 obligation amount: \$17,881,000

Cumulative total of NRC obligations for JC D1035 (HLW) \$48,075,406.19.

Job Code J5226 (PFS)

FY03 obligation amount: \$265,000

FY04 obligation amount: \$100,000

FY04 deobligation amount: \$75,000

Cumulative total of NRC obligations for JC J5226 (PFS) \$290,000.

Job Code J5410 (INEEL ISFSI-2)

FY03 obligation amount: \$352,032

FY04 obligation amount: \$320,000

Cumulative total of NRC obligations for JC J5410 (INEEL) \$672,032

Job Code J5434 (Tunnel Fire)

FY03 obligation amount: \$31,002

Cumulative total of NRC obligations for JC J5434 (Tunnel Fire) \$31,002

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Cumulative total of NRC obligations for JC J5410 (INEEL) \$672,032

Job Code J5434 (Tunnel Fire)

FY03 obligation amount: \$31,002

Cumulative total of NRC obligations for JC J5434 (Tunnel Fire) \$31,002

Job Code J5390 (Diablo Canyon)

FY03 obligation amount \$400,000

FY04 obligation amount \$85,000

FY04 deobligation amount \$60,000

Cumulative total of NRC obligations for JC J5390 (Diablo Canyon) \$425,000

Job Code J5501 (Humboldt Bay)

FY04 obligation amount \$540,000

FY05 obligation amount \$396,975

Cumulative total of NRC obligations for JC J5501 (Humboldt Bay) \$936,975

Job Code J5543 (WIR South Carolina/Idaho)

FY05 obligation amount \$250,000

Cumulative total of NRC obligations for JC J5543 (WIR South Carolina/Idaho) \$250,000

This modification does not obligate funds.

- (h) Disclaimer to be placed in abstracts authored by the CNWRA staff:

"This paper is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the NRC."

NRC should be spelled "U.S. NRC" if that is the first time it appears in the abstract.

- (i) The contractor shall use NRC Form 390a, "Release to Publish Unclassified NRC Contractor Speeches, Papers, and Journal Articles" in lieu of NRC Form 426a which is referenced in Management Directive 3.9. This directive is currently in the process of being updated to reflect the use of NRC Form 390a.

Failure to comply with this clause shall be grounds for termination of this contract.

#### H.4 2052.227-70 Drawings, Designs, and Specifications (Jan 1993)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, software, and all photographs, negatives, reports, findings, recommendations, other data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times. Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the contractor to retain a copy of material for its own use, must be delivered to the Government, or otherwise disposed of by the contractor as the CO may direct during the progress of the work or upon completion or termination of this contract. The contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

H.16.3

Limitation of Contracting

A. General

The contractor agrees that, because of the Center's special relationship with the NRC, the contractor will not contract with any other governmental agency for work at the Center without the prior written approval of the CO. Furthermore, the contractor will not accept any commercial contract work at the Center except as permitted by the following paragraphs and Attachment 16 of this contract entitled, "Procedures for Using the Center for Nuclear Waste Regulatory Analyses, for Work for the Nuclear Regulatory Commission and Others, within its Areas of Special Competency."

The CO reserves the right to rescind this clause and to reinstate the original clause, H.16.3, of the contract NRC-02-88-005 dated October 15, 1987, at any time, if it is determined to be in the best interest of the agency.

B. Acceptance of Work at the Center and Use of Core Center Staff on Projects Managed by the Center

The contractor is permitted to use Core Center Staff (as defined in Attachment 16, Section 3.2, of this contract) on projects outside the Charter program that are managed by the Center when such staff is not being fully used by the NRC's waste management program and NRC's work for others program, and no conflict nor potential conflict of interest exists (refer to clauses H.9 and H.12 of this contract).

The contractor may accept commercial contract work at the Center without submitting a "work for others" request under Attachment 16, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the Center and (i) is not nuclear-related; (ii) does not create a conflict or potential conflict of interest (refer to clauses H.9 and H.12 of this contract); (iii) is not for the DOE, contractors to DOE under the NWPA, nor States or affected Tribes that may participate in the repository or associated interim storage site programs (as described in Attachment 16, Section 2 of this contract); and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the Center.

C. Use of Core Center Staff on Projects Managed by Other Contractor Business Units (including any other department within Division 20)

The contractor is permitted to use Core Center Staff (as defined in Attachment 16, Section 3.2, of this contract) on commercial and government projects managed by contractor business units other than the Center when such staff is not being fully used by the NRC's waste management and work for others programs, and no conflict nor potential conflict of interest exists (refer to clauses H.9 and H.12 of this contract).

Core Center Staff may be assigned to projects managed by other business units without the Center submitting a "work for others" request under Attachment 16, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the Center and (i) is not nuclear-related; (ii) does not create a conflict nor potential conflict of interest (refer to clauses H.9 and H.12 of this contract); (iii) is not for the DOE, contractors to DOE under the NWPA, nor States or affected Tribes that may participate in the repository or associated interim storage site programs (as described in Attachment 16, Section 2 of this contract); and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the Center.

D. Notifications and Approvals

In advance of performing the work under Sections B and C of this clause, the Center shall provide notification, in the Program Manager's Periodic Report (see clause F.1.5 of this contract), or to the CO, of all work undertaken pursuant to this provision.

Use of Center personnel under the provisions of Sections B and C of this clause for more than a total of 120 days during a 6-month period on all projects not funded by the NRC will require the prior written approval of the CO. H.16.3 Limitation of Contracting

H.17 Maintenance of the Center

The contractor shall maintain the Center which includes as a minimum:

A. Business Entity

The Center shall remain as an autonomous entity that meets the FFRDC requirements of OFPP Policy Letter 84-1, Attachment 3, and Part 35 of the Federal Acquisition Regulations.

The Center shall be operated as a not-for-profit organization free of control by any organization whose affiliations could give rise to a conflict of interest.