

MODIFICATION OF COOPERATIVE AGREEMENT

WM Record File  
406.1.4  
WM Project  
Deck No.  
FOR  
LNU  
Phohaus  
Page 1 of 4  
M. Hiegel  
G. Gnugholi  
(Return to WJL, 623-33)

1. Modification No. A007
2. Effective Date 01/06/88
3. Purchase Request No.: 04-88AL19454.501
4. Cooperative Agreement No. DE-FC04-83AL19454
5. Issued By:  
Department of Energy  
Albuquerque Operations Office  
Contracts & Industrial Relations Div.  
P. O. Box 5400  
Albuquerque NM 87115
6. State:  
State of Wyoming  
Land Quality Division  
Department of Environmental Quality  
122 West 25th Herschler Bldg.  
Cheyenne, WY 82002
7. Accounting and Appropriation Data/DOE Funds: Approp. Sym.: 89X024;  
Aliot. Sym.: GE-84-91; B&R No.: AH101501

Increase in DOE Funding: \$58,500  
Increase in State Funding: \$1,064,511  
Total DOE Funding: \$393,530  
Total State Funding: \$1,207,157

8. ☐ The above numbered Cooperative Agreement is modified to reflect the administrative changes set forth in Block 9.  
☒ This agreement is entered into pursuant to authority of Uranium Mill Tailings Radiation Control Act of 1978, Public Law 95-604. It modifies the above numbered Cooperative Agreement as set forth in Block 9.

9. Description of Modification:

See Continuation Pages

Except as provided herein, all terms and conditions of the document referenced in Block 4, as heretofore changed, remain unchanged and in full force and effect.

10. ☐ State is not required to sign this document.  
☒ State is required to sign this document and return four copies to issuing office.

11. State of Wyoming

By: [Signature]  
(Signature of Person Authorized to Sign)

8802010225 880106  
PDR WASTE PDR  
WM-5

Governor  
Title

12/18/87  
Date

12. United States of America

[Signature]  
William C. Meyers  
Contracting Officer  
Chief, Programs and R&D Branch  
Contracts & Industrial Relations  
Division

01/06/88  
Date

13. Nuclear Regulatory Commission (Not Required to Sign This Modification)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date Signed

1. The purpose of this modification is to:
  - a. Modify Article VI entitled, Cost Limitation and Obligation of Funds, which increases the DOE cost estimate for FY 88 by \$8,160,910.
2. The following amendment is hereby effected in order to accomplish the purposes specified below:
  - a. Article VI, Cost Limitation and Obligation of Funds, is hereby amended to read as follows:
    - A. From time to time in performing responsibilities under this Agreement, DOE and the State shall each incur costs which are allowable costs to be cost-shared under the Agreement. Prior to the beginning of each Government fiscal year or such period of time agreed to by DOE and the State, DOE and the State shall use their best efforts to estimate the costs each will incur during the forthcoming cost estimate period. It is contemplated by DOE and the State that each will obligate funds at such times and in such amounts as will ensure payments by each of its appropriate share of the total estimated allowable costs to be incurred by DOE and the State. DOE and the State acknowledge that the State, in incurring allowable costs, may in accordance with Article IV, "Payments and Allowable Costs," request advance payment for the DOE share of such allowable costs or that such costs be offset against the State's share of the total allowable costs.
    - B. The current estimates of costs to be shared under this Agreement are as follows:
      1. The total of the estimated allowable costs that will be incurred by the State from the effective date of this Agreement through June 30, 1988 is \$437,256 (unchanged by this action).
      2. The total of the current estimated allowable costs that will be incurred by DOE from the effective date of this Agreement through September 30, 1988, is \$11,634,310 (increased by this action).
      3. The total of the current estimated allowable costs that will be incurred by both DOE and the State is \$12,071,566 (hereinafter referred to as the "Total Cost Limitation").
      4. The summary of estimated allowable costs is as follows:
        - a. State - \$437,256 (through June 30, 1988)
        - b. DOE - \$11,634,310 (through September 30, 1988)
        - c. Total - \$12,071,566

5. At such time as either party has reason to believe that the allowable costs it will incur in performing its responsibilities under this Agreement will be greater than the estimated allowable costs shown above, then such party shall notify the other in writing to that effect, giving its revised estimate of allowable costs, and DOE shall issue a unilateral modification to this Agreement appropriately revising the estimated allowable costs shown above; Provided, that, prior to being included as part of the Total Cost Limitation, the estimated allowable costs associated with remedial action shall be mutually agreed upon by DOE and the State by modification of Remedial Action Plans and Radiological Engineering Assessments, as appropriate, pursuant to the article of this Agreement entitled Description of Remedial Action Program.
- C. The State has obligated funds in the amount of \$1,207,157 for payment of all or part of its share of allowable costs under this Agreement. It is contemplated by the parties that this amount will be sufficient to cover performance through June 30, 1988. The State shall not be liable in an amount in excess of the funds it has obligated herein; however, DOE shall not be required to continue performance of this Agreement beyond such time as the Total Cost Limitation exceeds an amount ten (10) times the amount of the funds obligated by the State. Prior to each Government fiscal year or from time to time during the performance of this Agreement, as necessary, the State shall increase the amount of funds obligated by written notice to the Contracting Officer specifying the amount of such increase. Upon such written notice DOE may issue a unilateral modification to this Agreement which reflects the increased obligation of funds by the State. In the event the State fails to obligate funds at a level necessary to ensure payment of its share of the Total Cost Limitation, DOE may elect to treat such failure as a termination by the State pursuant to the article of this Agreement entitled Term and Termination.
- D. DOE has obligated funds in the amount of \$393,530, for payment of all or part of its share of allowable costs which the State incurs under this Agreement; the parties contemplate that this amount will be sufficient to cover performance through September 30, 1988. DOE, by separate contractual instrument, will obligate funds in an amount sufficient to pay to DOE contractors and subcontractors DOE's share of those allowable costs which DOE incurs under this Agreement. DOE shall not be liable to the State in an amount in excess of the funds it has obligated herein for payment to the State; however, the State

shall not be required to continue performance of this Agreement beyond such time as such amount obligated by DOE is less than DOE's share, as determined by the percent cost sharing arrangements contained in the article of this Agreement entitled "Payments and Allowable Costs", of the amount shown in paragraph B.1. of this article. Prior to each Government fiscal year or from time to time under this Agreement, as necessary, DOE shall increase the amount of funds obligated by unilateral modification to this Agreement which reflects the increased obligation of funds by DOE. In the event DOE fails to obligate funds at a level necessary to ensure payment of its share of the total allowable costs to be incurred by the State, the State pursuant to the article of this Agreement entitled "Term and Termination".

- E. The State shall not be required to pay for allowable costs incurred in excess of the State's share, as determined by the percent cost sharing arrangements contained in the article of this Agreement entitled "Payments and Allowable Costs", of the Total Cost Limitation as it may be amended from time to time by modification to this Agreement. DOE shall use its best efforts to perform its responsibilities under this Agreement within the estimated allowable costs set forth in paragraph B.2. of this article. However, the Government and DOE do not guarantee the correctness of any such estimate of allowable costs and there shall be no liability on the part of the Government or DOE by reason of errors in the computation of estimates or differences between such estimates and the actual allowable costs.
- F. DOE shall not be obligated to pay for allowable costs incurred in excess of DOE's share, as determined by the percent cost sharing arrangements contained in the article of this Agreement entitled "Payments and Allowable Costs", of the Total Cost Limitation as it may be amended from time to time by modification to this Agreement. The State shall use its best efforts to perform its responsibilities under the Agreement within the estimated allowable costs set forth in Paragraph B.1. of this article. However, the State does not guarantee the correctness of any such estimate of allowable costs and there shall be no liability on the part of the State by reason of errors in the computation of estimates or differences between such estimates and the actual allowable costs.