

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OF PAGE 4

2. AMENDMENT/MODIFICATION NO Two 3. EFFECTIVE DATE 9/27/2000 4. REQUISITION/PURCHASE REQ NO 5000R150 5. PROJECT NO. (if applicable) NMSS/SFPO

6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Yvette Brown - Mail Stop T-7-1-2 Contract Management Branch 2 Washington DC 20555 7. ADMINISTERED BY (if other than item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) U.S. Army Corps of Engineering ATTN: Dale T. Nebuda Omaha District - ATTN: CENWO-ED-ST 215 North 17th Street Omaha NE 68102-4978 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. Con# 03-99-026 SBA# 10B. DATED (SEE ITEM 13) X 05-24-1999

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. 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) 05015202105 J5352 253D 31X0200 Obligation Amount: \$9,980.00 FFS #5000R150

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

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) C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF D OTHER (Specify type of modification and authority) FAR 52.243-2 MUTUAL AGREEMENT OF BOTH PARTIES X

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) See page 2 for modification details.

15A NAME AND TITLE OF SIGNER (Type or print) Mark E. Tillotson Colonel, Corps of Engineers District Engineer 15B CONTRACTOR OFFICER (Signature of person authorized to sign) 15C DATE SIGNED 9/27/00 15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon D. Stewart 15B UNITED STATES OF AMERICA (Signature of Contracting Officer) 15C DATE SIGNED 9/26/00

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The purpose of this modification is to 1) obtain technical assistance for the review and analysis of the Holtec HI_STORM 100 system; 2) provide funding in the amount of \$9,980.00, to cover this additional work, thereby, increasing the total estimated amount of this Agreement from \$95,210.00 to \$105,190.00; and 3) increase the obligated amount by \$9,980.00 from \$24,000.00 to \$33,980.00. Accordingly, the interagency agreement is hereby modified as follows:

1. Article I - Scope of Work, is deleted in it's entirety and is hereby replaced with the following in lieu thereof:

"COE is to initially provide the necessary technical assistance to conduct a review of the licensee's justification for the modifications of a vehicle barrier system. This review would be part of initial onsite security inspection activities to examine and validate the licensee's findings. As a second phase, if the accumulation of site data allowed, the COE will develop guidance and other licensees may use to evaluate their power reactor spent fuel pools (they are currently using the national laboratories) and their contents to protect against the malevolent use of a land vehicle as previously defined by the Commission. Additionally, COE will assist NRC in evaluating the protection provided by Independent Spent Fuel Storage Installations (ISFSI) cask designs against vehicle bombs as previously defined by the Commission."

2. Article IV - Payment by NRC to COE, second paragraph, is deleted in its entirety and replaced with the following in lieu thereof:

"A standard Form 1080 will be prepared for each month's billing for costs incurred up to the amount authorized. Request for payment shall cite the following data:

NRR: B&R No. 02015303105 JOB No. J2649 BOC: 252A
 Appn. No. 31X0200.020 Amount obligated: \$24,000.00

NMSS: B&R No. 05015202105 JOB No. J5352 BOC: 253D
 Appn. No. 31X0200 Amount obligated: \$9,980.00"

3. Article V - Obligation of Funds and Estimated Amount, first and second paragraphs, are hereby revised to read as follows:

"The total estimated amount of this Agreement is \$105,190.00.

The amount presently obligated by the NRC for this Agreement is \$33,980.00."

4. Article VII - Points of Contact, the following technical monitor is added for the SAIC review:

"NRC Technical Monitor: Skip Young
 (301) 415-3207"

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5. The original Statement of Work is hereby modified to incorporate the following additions:

A. Under the section entitled "BACKGROUND," ADD a second paragraph to read as follows:

"In addition, the staff needs to ensure that the temporary storage of spent fuel at ISFSIs is not vulnerable to malevolent use of a land vehicle laden with explosives as previously defined by the Commission."

B. Under the section entitled "OBJECTIVE," ADD the following sentence at the end of the paragraph:

"In addition, the staff would also use the USACE to evaluate protection provided by ISFSI cask designs against DBT vehicle bombs."

C. Under the section entitled "WORK REQUIREMENTS," first paragraph, ADD the following sentence at the end of the paragraph:

"The third requirement is for USACE to assist the staff in evaluating specific ISFSI cask designs vulnerability to vehicle bombs as previously defined by the Commission."

Also, ADD the following as the third subsection under this section to read as follows:

"Review of SAIC Analysis of HOLTEC HI-STORM 100 System"

USACE shall review the SAIC analysis of the structural response of the holtec HI-STORM 100 spent nuclear fuel dry storage system when subject to a design basis vehicle bomb blast. The review will cover the areas of load prediction; material properties; structural model, and response criteria. The review will be of sufficient depth to identify problems in gereal approach to the modeling of the problem and make recommendation on where the modeling can be improved. No independent analysis of the overall problem will be performed during this effort but minor parametric studies may be made to support comments on a general approach."

D. Under the section entitled "DELIVERABLES AND SCHEDULE," after the last paragraph, ADD the following:

"USACE shall provide a letter report documenting results of the SAIC review to NRC within three (3) weeks of receipt of all NRC furnished material.

USACE will present the results of its SAIC review to NRC staff at a date agreeable to both USACE and NRC after NRC has received the letter report."

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E. Under the section entitled "NRC FURNISHED MATERIALS," after the first, ADD the following:

"NRC shall provide the following information to UACE for analyzing SAIC findings:

- a. A copy of the SAIC analysis.
- b. Statement of design basis threat vehicle bomb parameters.
- c. Manufacturers engineering design drawings and specification for the storage system.

USACE shall treat all information provided by NRC and any information generated by this review as SAFEGUARDS INFORMATION. As such, all material shall be treated similar to classified material, i.e. secured in a locked container when unattended, all mailing will be double wrapped, specifics not discussed on unsecured phones or sent via unsecured e-mail."

All other terms and conditions of the Agreement remain unchanged.

A summary of obligations for this Interagency Agreement, from award date through the date of this action is given below:

Total FY99 obligation amount:	\$20,000.00
Total FY00 obligation amount:	\$13,980.00
Cumulative Total of NRC obligations:	\$33,980.00

This modification obligates FY00 funds in the amount of \$9,980.00.