

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGE
1 4

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REC NO 5 PROJECT NO (if applicable)
4 JUN 18 2001 NRR-99-026A1(c)
6 ISSUED BY CODE 7 ADMINISTERED BY (If other than Item 6) CODE

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

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

(X) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
NRC-03-99-026

10B DATED (SEE ITEM 13)

X 05-24-1999

CODE FACILITY CODE

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) B&R No. 12015303105 JOB CODE: J2649
BOC: 252A APPN: 31X0200.120 Obligates: \$26,000.00

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)

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

D OTHER (Specify type of modification and authority) FAR 52.243-2
X Mutual agreement of both parties

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 following pages

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)

DANIEL L. SOMMER
Chief, Protective Design Center

15B. CONTRACTOR/OFFEROR

(Signature of Daniel L. Sommer)
(Signature of person authorized to sign)

15C. DATE SIGNED

6/18/01

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

Sharon D. Stewart

16B. UNITED STATES OF AMERICA
BY

(Signature of Sharon D. Stewart)
(Signature of Contracting Officer)

16C. DATE SIGNED

6/8/01

The purpose of this modification is to:

1. Provide the NRC additional blast resistance calculations for damage to spent fuel pools (SFP) and spent fuel dry storage casks when attacked with hand-carried improvised explosives, as well as, damage estimates to the stored nuclear fuel. Thereby increasing the total estimated (ceiling) amount of this Agreement by \$65,574.00 from \$105,190.00 to \$170,764.00.
2. Revise Article IV - Payment by NRC to COE, to include the incremental funding added under modification no. 3, which included partial funding for this action.
3. Provide incremental funding in the amount of \$26,000.00 increasing the obligated amount from \$87,980.00 to \$113,980.00.
4. Incorporate NRCAR clause 2052.204-70 entitled "SECURITY" in accordance with the attached NRC Form 187.

Accordingly, the interagency agreement is hereby modified as follows:

1. The following is added as a second paragraph to **Article I - Scope of Work**:

"The US Army Corps of Engineers (USACE) shall provide technical assistance to the Commission for additional blast resistance calculations for damage to spent fuel pools (SFP) and spent fuel dry storage casks when attacked with hand-carried improvised explosives. In addition the USACE shall provide damage estimates to the stored nuclear fuel contained in the SFP's and cask's. Site and NRC Headquarter's visits previously discussed in this agreement, may also be required on a case-by-case basis."

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. 12015303105 JOB No. J2649 BOC: 252A and 253A
Appn. No. 31X0200.120 Amount obligated: \$104,000.00

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 \$170,764.00.

The amount presently obligated by the NRC for this Agreement is \$113,980.00."

4. Article VII - Points of Contact, the following technical monitors are added for the USACE review:

"NRC Technical Monitor: Robert Skelton
(301) 415-3309

Francis Young
(301) 415-3207"

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

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

"Do to the recent finding of the NRC Technical Working Group, which is studying the risks of a zirconium fire within a spent fuel pool, new significance has been placed on the loss of cooling water in the SFP. In the security arena, risk of a zirconium fire was not a major consideration when granting exemption requests. The staff was primarily concerned about ensuring that radiological sabotage would not result in drainage of the spent fuel pool or significant damage to the spent fuel before granting security exemptions at decommissioning nuclear power plants, whether or not a zirconium fire was still possible. The staff evaluated both the vulnerability of the spent fuel pool and casks to overall design basis threats (not just vehicle threats) at each specific site and the significantly reduced number of target sets that require protection. The technical study has provided some safeguards insights and potential new threats and target sets may need to be assessed that were not previously considered. USACE will assist the staff in judging the significance of these new threats by providing the staff the necessary technical expertise for determining the blast resistance of both the spent fuel pool and dry storage casks.

a. In addition, the Commission needs blast resistance calculations for damage to spent fuel pools (SFP) and spent fuel dry storage casks when attacked with hand-carried improvised explosives. Coincident to the previous, the USACE is requested to provide damage estimates to the stored nuclear fuel contained the SFP's and cask's (with technical support from the NRC). Licensee site and NRC Headquarter's visits previously discussed in this agreement, may also be required on a case-by-case basis."

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

"In addition, the Commission needs blast resistance calculations for damage to spent fuel pools (SFP) and spent fuel dry storage casks when attacked with hand-carried improvised explosives. Coincident to the previous, the USACE is requested to provide damage estimates to the stored nuclear fuel contained in SFP's and cask's (with

technical support from the NRC). Licensee site and NRC Headquarter's visits previously discussed in this agreement, may also be required on a case-by-case basis."

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

USACE shall provide a letter report documenting results of their review to the NRC within four weeks of receipt of technical details of those items requiring calculations or for site specific trip reports for modification number 4.

D. Under the section entitled "NRC FURNISHED MATERIALS," after the last paragraph ADD the following:

"NRC shall provide the following information to USACE for analyzing the fore mentioned structures and cask:

- a. A generic spent fuel pool characteristics document.
- b. A generic blast studies document which specifies the type of test requested.
- c. Modeling information related blast effects on fuel assemblies.
- d. Cask design information.

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 all locked container when unattended, all mailing will be double wrapped, specifics not discussed on unsecured phones or sent via unsecured e-mailed."

6. The following NRCAR Clause 2052.204-70 entitled "SECURITY," is hereby incorporated and made a part of this interagency agreement:

(a) Security/Classification Requirements Form. The attached NRC Form 187 (Attachment 1) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any

person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which

access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor."

"CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

A. Temporary Approval

(a) The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," fingerprint charts, copies of the contractor's five-year employment and education history checks, including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the contractor has found all checks acceptable, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual that he or she understands his or her responsibility to report to the NRC, PERSEC/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11

"Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Failure of the contractor to comply with this clause may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, PERSEC/DFS will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, PERSEC/DFS will determine the individual's eligibility for temporary access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM.

B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities.

Or,

(b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program.

Or,

(c) The individual possesses a valid government issued clearance as verified by PERSEC/DFS. A valid government-issued clearance is defined as a U.S. Government-issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, PERSEC/DFS will attempt to obtain security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, PERSEC/DFS will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve Access National Agency Check with Inquiries

(ANACI) or other investigation as deemed necessary by PERSEC/DFS in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

Access to unclassified power reactor Safeguards Information (SGI) not also involving unescorted access to protected and vital areas of nuclear power plants will require the submission of a completed Personnel Security Forms Packet to PERSEC/DFS through the Project Officer and may require an Access National Agency Check and Inquires (ANACI) or other investigation deemed necessary by the NRC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3 which is incorporated into this contract by reference as though set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Exhibit 1, Management Directive 12.3. Based on the review of the applicant's security forms by PERSEC/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by PERSEC/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training."

E. Handling of Information. USACE shall treat all information provided by NRC and any such information generated in this effort as SAFEGUARDS INFORMATION. In the performance of the work under this agreement, USACE shall mark and protect all documents, material and equipment originated, generated, or received in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954, as amended, its implementing regulations (10 CFR 73.21), and NRC guidance (NUREG-0794, "Protection of Unclassified Safeguards Information: Criteria and Guidance)." Further guidance on the protection of unclassified Safeguards Information and

examples of proper marking of cover, title page, and back cover are contained in NRC Management Directive (MD) 12.6, "NRC Sensitive Unclassified Information Security Program." All such material will be secured in a locked container approved for the storage of Confidential Information.

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
Total FY01 obligation amount:	\$80,000.00

Cumulative Total of NRC obligations:\$113,980.00

This modification obligate FY01 funds in the amount of \$26,000.00.