

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 165	3. EFFECTIVE DATE 01/17/2002	4. REQUISITION/PURCHASE REQ. NO. NMS-97-009 1/15/02	5. PROJECT NO. (If applicable)
6. ISSUED BY 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)  Southwest Research Institute 6220 Culebra Road San Antonio, Texas 78228-0510 Attn: Wesley Patrick, President, CNWRA 210-522-5158, TIN 74-1070544	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-97-009
	X	10B. DATED (SEE ITEM 13) 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) n/a

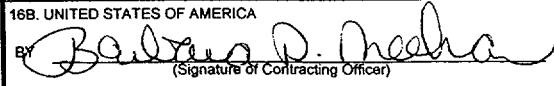
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(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.
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:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  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.

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  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 01-17-2002

TEMPLATE ADMOO1

ADM 02

The purpose of this modification is to revise the key personnel listing in Section H.1 and the names of the CRG members in Attachment 11 of the contract. Accordingly, the following changes are made:

Section H.1, paragraph A., is revised to add the names [REDACTED] to the list of key personnel as shown on the attached change page 33.

Attachment 11, page 5, is revised to delete the name [REDACTED] and add the name [REDACTED] as a member of the Center Review Group as shown on the attached.

..

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:

Job Code D1035 (HLW)

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 \$14,201,000.

Cumulative Total of NRC Obligations for JC 1035 (HLW) \$63,402,584.43.

Description of Changes Incorporated by Modification No. 165 to NRC-02-97-009

Page 3

[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.

Description of Changes Incorporated by Modification No. 165 to NRC-02-97-009

Page 4

[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  
Total FY02 obligation amount \$150,000

Cumulative Total of NRC Obligations for JC J5226 \$1,799,550.

[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.

[REDACTED] (INEEL ISFSI-2)  
Total FY02 obligation amount \$200,000

Cumulative Total of NRC Obligations for JC J5410 \$200,000

This modification does not obligate funds.

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:

William Reamer  
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: