

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO. (If applicable)

158 11/13/2001 NMS-97-009 11/13/01

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: T-7-I-2
 Contract Management Branch No. 2
 Washington DC 20555

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.

Southwest Research Institute
 6220 Culebra Road
 San Antonio, TX 78228-0510
 Attn: Wesley Patrick, President, CNWRA
 210-522-5158, TIN 74-1070544

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
 NRC-02-97-009

10B. DATED (SEE ITEM 13)
 X 10-15-1987

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) 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.

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).
 X

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

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X 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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY <i>Barbara D. Meehan</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	11-13-2001

TEMPLATE-ADM001

ADM02

The purpose of this modification is to make administrative changes to the sponsors and the Program Element Managers and Project Officers. Accordingly, the following changes are made:

1. Section G.3.1.C is revised to add Jeff Ciocco as the Program Element Manager (PEM) for "Sufficiency Comments", Janet Kotra as the PEM for "Public Outreach", and Mike Lee as the PEM for "Final Environmental Impact Statement (FEIS)". Also, the following programs, which are completed, are deleted (along with respective PEMs and Project Officers (PO)): "Yucca Mountain Draft Environmental Impact Statement (DEIS)", "Hanford Tank Waste System", "DOE Aluminum-Based Spent Nuclear Fuels Disposition Program", and the following projects under the Spent Fuels Project Office: "TMI-2 Fuel Debris", "Dry Transfer Storage", "Central Interim Storage", and "Naval Spent Fuel". Please see attached change page 29.
2. Section G.3.2. C is revised to delete the TWRS Sponsor since this project is completed. Please see attached change page 30.

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:


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 \$1,000,000.
Cumulative Total of NRC Obligations for JC 1035 (HLW) \$50,201,584.43.

[REDACTED] (Spent Fuel (CIS))
Total FY97 obligation amount \$200,000
Total FY98 obligation amount \$250,000

Job Code J5297 (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] (MI-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. 158 to NRC-02-97-009

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[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

Cumulative Total of NRC Obligations for JC J5226 \$1,649,550.

[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.

This modification does not obligate funds.

Sufficiency Comments	Jeff Ciocco	
Public Outreach	Janet Kotra	
Final Environmental Impact Statement (FEIS)	Mike Lee	
Spent Fuels Project Office (Operations Plan)	Mark Delligatti	
Private Fuel Storage		Michael D. Waters Mahendra Shah (Physical Security Task only)
Naval Spent Fuel		Nancy Osgood
Diablo Canyon ISFSI		Timothy J. Kobetz
2 nd INEEL ISFSI		James R. Hall

G.3.2 - Technical Assistance Sponsors

- A. The individuals listed in "C" below are hereby designated as Technical Assistance Sponsors. The individual Technical Assistance Sponsors have overall technical responsibility for the work placed at the CNWRA, within their respective areas, as detailed in paragraph C. below and are responsible for: (1) identifying, prioritizing and recommending work to be placed at the CNWRA; (2) monitoring the CNWRA's progress to ensure that work completed is commensurate with resources expended and is on schedule including surveillance and assessment of performance, and recommending to the NRC CO changes in requirements; (3) interpreting the scope of work as required; (4) performing technical evaluations as necessary; (5) performing technical reviews and acceptances as required; and (6) assisting the CNWRA in the resolution of technical problems encountered during performance. Within the purview of this authority the Technical Assistance Sponsors are authorized to review all costs requested for reimbursement by the CNWRA which are associated to their particular program area and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract to the NRC CNWRA PM. The NRC CO is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract and elements.
- B. The Technical Assistance Sponsors are not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract or issue any unilateral directive whatsoever.

C. The Technical Assistance Sponsors are:

High Level Waste Sponsor
Division of Waste Management

John T. Greeves, Director
Division of Waste Management,
NMSS

SFPO Sponsor
Spent Fuel Project Office

E. William Brach, Director
Spent Fuel Project Office, NMSS

G.4 CNWRA Program Management

G.4.1 NRC CNWRA Program Manager

- A. The individual listed in "C" below is hereby designated as the NRC CNWRA Program Manager.

The NRC CNWRA PM is responsible for: (1) monitoring the overall program performance of the CNWRA's operations; (2) assuring appropriate integration of work assigned to the CNWRA; (3) assessing the overall performance of the CNWRA; and (4) recommending approval, disapproval, or suspension of costs requested for reimbursement by the CNWRA based on review of the CNWRA's progress and input received from the individual Technical Assistance Sponsors, NRC PEMs and POs.

- B. The NRC CNWRA PM is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract, or issue any unilateral directive whatsoever.

- C. Name: John J. Linehan, Director
Office Address: Program Management, Policy
Development and Analysis Staff, NMSS
Mail Stop TWFN 8A23
Washington, D.C. 20555
Telephone Number: (301) 415-7358

G.4.2 NRC CNWRA Deputy Program Manager

- A. The individual listed in "C" below is hereby designated as the NRC CNWRA Deputy Program Manager.

The NRC CNWRA DPM assists/acts for the NRC CNWRA PM in his responsibilities for: (1) monitoring the overall program performance of the CNWRA's operations; (2) assuring appropriate integration of work assigned to the CNWRA; (3) assessing the overall performance of the CNWRA; and (4) recommending approval, disapproval, or suspension of costs requested for reimbursement by the CNWRA based on review of the CNWRA's progress and input received from the individual Sponsors, NRC PEMs and POs.