

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 4

2. AMENDMENT/MODIFICATION NO 168 3. EFFECTIVE DATE 4/2/2002 4. REQUISITION/PURCHASE REQ. NO. NMS-97-009 4/2/02 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, TX 78228-0510 Attn: Wesley Patrick, President, CNWRA 210-522-5158, TIN 74-1070544 9A. AMENDMENT OF SOLICITATION NO. 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). 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 (Signature of person authorized to sign) 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Barbara D. Meehan (Signature of Contracting Officer) 16C. DATE SIGNED 4/2/02

The purpose of this modification is to increase the authorized funding for [REDACTED] High-Level Waste, and to change the Project Officer for the Diablo Canyon project. Accordingly, the following changes are made:

Section B.2.C.e is revised to increase the authorized funds for High-Level Waste, JC D1035, in the amount of \$7,824,402, as shown on the attached change page 7.

Section G.3.1.C is revised to change the Project Officer for the Diablo Canyon project from "Timothy J. Kobetz" to "Steven Baggett" effective March 25, 2002, as shown on the attached change page 29.

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:

[REDACTED]

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. 167 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  
Total FY02 obligation amount \$400,000

Cumulative Total of NRC Obligations for JC J5226 \$2,049,550.

[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  
Total FY02 obligation amount \$257,138.69

Cumulative Total of NRC Obligations for JC J5390 \$257,138.69.

[REDACTED] (WSS)  
Total FY02 deobligation amount \$3,028.61

Cumulative Total of NRC Deobligations (for second renewal period) \$3,028.61.

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

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

This modification does not obligate funds.

e. Total amount authorized by Operations/Project Plans is as follows:

High-Level Waste  
 [REDACTED]  
 Amount: \$63,173,075

Waste Solidification Systems  
 [REDACTED]  
 Amount: \$32,320.44  
 [REDACTED]  
 Amount: \$2,763.35

Tank Waste Remediation  
 [REDACTED]  
 Amount: \$2,548,584

Spent Fuel (TMI-2 Fuel Debris)  
 [REDACTED]  
 Amount: \$313,726.69

Spent Fuel (Dry Transfer)  
 [REDACTED]  
 Amount: \$565,600

Spent Fuel (CIS)  
 [REDACTED]  
 Amount: \$450,000

Naval Spent Fuel  
 [REDACTED]  
 Amount: \$135,000

Aluminum-Based Spent Fuel  
 [REDACTED]  
 Amount: \$125,000

Spent Fuel (CIS)  
 [REDACTED]  
 Amount: \$100,331

Diablo Canyon  
 [REDACTED]  
 Amount: \$272,138.69

SKB Peer Review  
 [REDACTED]  
 Amount: \$9,987

Spent Fuel (PFS)  
 [REDACTED]  
 Amount: \$2,045,809.14

INEEL ISFSI-2  
 [REDACTED]  
 Amount: \$200,000

Total amount authorized: \$69,974,335.31

f. The total award fee available, the award fee earned thus far and the evaluation period applicable thereto are as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
17 9/27/97-9/25/98	\$598,989	\$581,021
18 9/26/98-9/24/99	797,438	781,490
19 9/25/99-9/29/00	818,779	794,216
20 9/30/00-9/28/01	743,973	714,214
21 9/29/01-9/27/02		

Section C - Description/Specifications/Work Statement

C.1 Statement of Work for Operation of the Center for Nuclear Waste Regulatory Analyses

C.1.1 Concept for CNWRA Support to NRC

C.1.1.1 Nuclear Waste Policy Act of 1982

The Nuclear Waste Policy Act of 1982 as amended (NWPAA) sets forth the policy of the United States with regard to the management, storage and disposal of this nation's high-level radioactive waste from commercial and defense activities. The NWPAA charges the Department of Energy (DOE) as the lead Federal Agency to manage the siting, construction,

Sufficiency Comments [REDACTED]

Public Outreach [REDACTED]

Final Environmental Impact  
Statement (FEIS) [REDACTED]

Performance Confirmation [REDACTED]

Development of the Integrated  
Issue Resolution Status Report [REDACTED]

Spent Fuels Project Office  
(Operations Plan)  
Private Fuel Storage [REDACTED]

Naval Spent Fuel  
Diablo Canyon ISFSI  
2<sup>nd</sup> INEEL ISFSI [REDACTED]

(Physical Security Task only)

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.