

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE PAGE OF PAGES  
n/a 1 4

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
169 5/3/2002 nms-97-009 4/2/02

6 ISSUED BY CODE 7 ADMINISTERED BY (If other than Item 6) CODE  
U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission  
Div of Contracts and Property Mgmt Div of Contracts and Property Mgmt  
Attn: T-7-I-2 Two White Flint North - MS T-7-I-2  
Contract Management Branch 2 Washington, DC 20555  
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 98. DATED (SEE ITEM 11)  
6220 Culebra Rd  
San Antonio, TX 78228-0510 10A. MODIFICATION OF CONTRACT/ORDER NO  
Attn: Wesley Patrick, President, CNWRA NRC-02-97-009  
210-522-5158, TIN 74-1070544

CODE FACILITY CODE 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  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)  
X 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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	By  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	05-03-2002

The purpose of this modification is to change the Program Element Manager for the Evolution of Near-Field Environment Key Technical Issue and to delete Darius Daruwalla from the list of key personnel. Accordingly, the following changes are made:

Section G.e.1.C is revised to change the Program Element Manager for the Evolution of Near-Field Environment Key Technical Issue to David J. Brooks effective April 1, 2002, as shown on the attached change page 28.

Section H.1, "Key Personnel" is revised to delete the name [REDACTED] from paragraph A. effective April 29, 2002, as shown on the attached change page 33.

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.

[REDACTED]  
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] (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. 169 to NRC-02-97-009

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[REDACTED] 6 (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] (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.

- C. The NRC PEMs, POs, and areas of work for which they are designated are as follows:

<u>COPS/KTI Subtasks</u>	<u>Program Element Manager</u>	<u>Project Officer</u>
Management, Planning, and Computer Support (Subtask 158)	Deborah DeMarco	None
Quality Assurance (Subtask 159)	Deborah DeMarco	Ted Carter
Igneous Activity (Subtasks 461, 462)	John Trapp	None
Structural Deformation & Seismicity (Subtasks 471,472)	Philip Justus	None
Evolution of Near-Field Environment (Subtasks 561, 562)	David J. Brooks	None
Container Life & Source Term (Subtasks 571, 572)	Tae Ahn	None
Thermal Effects on Flow (Subtask 661)	Jeffrey Pohle	None
Repository Design & Thermal-mechanical Effects (Subtask 671)	Mysore Nataraja	None
TSPA & Technical Integration Consolidated Document System (Subtasks 761, 762, 763, 764)	James Firth	Larry L. Campbell (External QA)
Revision to EPA and NRC Regulations (Subtask 771)	Timothy McCartin	None
Isothermal Flow (Subtasks 861, 862, 864)	Neil Coleman	None
Radionuclide Transport (Subtask 871)	John Bradbury	None

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.



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.