

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE n/a	PAGE 1	OF PAGES 4
2 AMENDMENT/MODIFICATION NO 176		3 EFFECTIVE DATE 9/18/2002		4 REQUISITION/PURCHASE REQ NO NMS-97-009 9/18/02		5 PROJECT NO (If applicable)
6 ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		7 ADMINISTERED BY (If other than Item 6) U S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555				
8 NAME AND ADDRESS OF CONTRACTOR (No, street county State and ZIP Code)  Southwest Research Institute 6220 Culebra Road San Antonio, TX 78228-0510 W. 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  10B DATED (SEE ITEM 13) X 10-15-1987		
<div style="text-align: center;"> <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b> </div> <p>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.</p>						
12 ACCOUNTING AND APPROPRIATION DATA (If required) n/a						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
(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)						
<b>E. IMPORTANT:</b> Contractor <u>  X  </u> 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.						
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>15A NAME AND TITLE OF SIGNER (Type or print)</p> <p>15B CONTRACTOR/OFFEROR</p> <p>15C DATE SIGNED</p> <p>(Signature of person authorized to sign)</p> </div> <div style="width: 48%;"> <p>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</p> <p>Barbara D. Meehan</p> <p>16B UNITED STATES OF AMERICA</p> <p>16C DATE SIGNED</p> <p>09-18-2002</p> <p>(Signature of Contracting Officer)</p> </div> </div>						

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.

The purpose of this modification is to increase the authorized overtime payment in section I.10 by \$250. Accordingly, the following changes are made:

1. Section I.10 is revised to increase the authorized overtime premium by \$250 from \$14,993, to \$15,243. Please see attached change page 62a

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 \$14,222,141.

Total FY02 deobligation amount of \$95,000

Cumulative Total of NRC Obligations for JC 1035 (HLW) \$63,328,725.43.

Job Code D1035 (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.

Job Code J5164 (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.

Job Code J5206 (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.

Job Code J5210 (Aluminum-Based Spent Fuels)

Total FY98 obligation amount \$125,000.

Cumulative Total of NRC Obligations for JC J5210 \$125,000

Job Code J5186 (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.

Job Code J5226 (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 \$641,813

Cumulative Total of NRC Obligations for JC J5226 \$2,291,363.

Description of Changes Incorporated by Modification No. 176 to NRC-02-97-009

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Job Code J5324 (SKB Peer Review)

Total FY00 obligation amount \$9,987

Cumulative Total of NRC Obligations for JC J5324 \$9,987.

Job Code J5327 (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.

Job Code J5390 (Diablo Canyon)

Total FY01 obligation amount \$15,000

Total FY02 obligation amount \$257,138.69

Cumulative Total of NRC Obligations for JC J5390 \$272,138.69.

Job Code J5190 (WSS)

Total FY02 deobligation amount \$3,028.61

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

Job Code J5410 (INEEL ISFSI-2)

Total FY02 obligation amount \$200,000

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

Job Code J5434 (Tunnel Fire Environment)

Total FY02 obligation amount: \$50,000

Cumulative Total of NRC Obligations for JC 5434 \$50,000

This modification does not obligate funds.

I.10 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$15,243 or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime,

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule,

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.