

**AMENDMENT/Modification of CONTRACT**

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M236		3. EFFECTIVE DATE 11/03/2005	4. REQUISITION/PURCHASE REQ. NO. NMS-02-012 11/2/05	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 Contract Management Branch No. 3 Washington, DC 20555		3100	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 Contract Management Branch No. 3 Washington, DC 20555	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  SOUTHWEST RESEARCH INSTITUTE  6220 CULEBRA RD  SAN ANTONIO TX 782385166		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-02-012
			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 on 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: Mutual agreement of the parties
	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.

Duns #: 007936842

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 <i>Barbara D. Meehan</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-03-2005

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TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

The purpose of this modification is to revise clause G.3.1, Program Element Managers and Project Officers, and Attachment 11, Award Fee Determination Plan. Accordingly, the following changes are made:

Section G.3.1 is revised to update the list of Elements and Program Element Managers and Project Officers as shown in attached change pages 30, 31 and 32.

Attachment 11 is revised to update the list of CRG members, revise the definition of Performance Monitors to "Project Officers" and to update the chart on page 9 as shown on the attached change pages 5 and 9 of Attachment 11.

All other terms and conditions of this contract, including the ceiling amount for the current renewal period of \$86,213,679.00, remain the same.

A summary of new obligations for the third renewal period of this contract is given below:

**Job Code D1035 (HLW)**

FY03 obligation amount: \$14,426,867.34

FY03 deobligation amount: \$123,000

FY04 obligation amount: \$16,240,538.85

FY04 deobligation amount: \$350,000

FY05 obligation amount: \$17,881,000

Cumulative total of NRC obligations for JC D1035 (HLW) \$48,075,406.19.

**Job Code J5226 (PFS)**

FY03 obligation amount: \$265,000

FY04 obligation amount: \$100,000

FY04 deobligation amount: \$75,000

Cumulative total of NRC obligations for JC J5226 (PFS) \$290,000.

**Job Code J5410 (INEEL ISFSI-2)**

FY03 obligation amount: \$352,032

FY04 obligation amount: \$320,000

Cumulative total of NRC obligations for JC J5410 (INEEL) \$672,032

**Job Code J5434 (Tunnel Fire)**

FY03 obligation amount: \$31,002

Cumulative total of NRC obligations for JC J5434 (Tunnel Fire) \$31,002

Job Code J5390 (Diablo Canyon)  
FY03 obligation amount \$400,000  
FY04 obligation amount \$85,000  
FY04 deobligation amount \$60,000  
Cumulative total of NRC obligations for JC J5390 (Diablo Canyon) \$425,000

Job Code J5501 (Humboldt Bay)  
FY04 obligation amount \$540,000  
FY05 obligation amount \$396,975  
Cumulative total of NRC obligations for JC J5501 (Humboldt Bay) \$936,975

Job Code J5543 (WIR South Carolina/Idaho)  
FY05 obligation amount \$250,000  
FY06 obligation amount \$50,000  
Cumulative total of NRC obligations for JC J5543 (WIR South Carolina/Idaho) \$300,000

This modification does not obligate funds.

power plants and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

**G.3 - Responsibilities**

**G.3.1. - Program Element Managers and Project Officers**

- A. The NRC PEM is the NRC CO's authorized representative for the technical aspects of the entire technical area for which he/she is responsible. The NRC PO is the CO's authorized representative for the technical aspects of each individual task for which he/she is designated.

The PEM and PO for an individual subtask are responsible for: (1) monitoring the Center'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 CO changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Center in the resolution of technical problems encountered during performance. Within the purview of this authority, the PEM and PO are authorized to review all costs requested for reimbursement by the Center that are associated with their particular major area of work as specified in the current Center Operations Plans. Recommendations for approval, disapproval, or suspension for supplies/services required under the contract shall be submitted to the NRC CNWRA PEM. The NRC CO is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract and any Operation/Project Plans incorporated herein by reference. For guidance from the PEM or PO to the Center to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into the contract; (3) not constitute a basis for an extension to the period of performance or schedule for major milestones; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

- B. The PEM or PO is not authorized to approve or request any action which results or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under this contract, or issue any unilateral directive whatsoever.
- C. The NRC PEMs, POs, and areas of work for which they are designated are as follows:

<u>Center Element</u>	<u>Program Element Manager</u>	<u>Project Officer</u>
Center Operations	Deborah DeMarco	Deborah DeMarco
Licensing Support Network	Deborah DeMarco	Jeff Ciocco
Internal Quality Assurance	Deborah DeMarco	Tom Matula
External Quality Assurance	Tom Matula	Tom Matula

Yucca Mountain EIS	Melanie Wong	Melanie Wong
HLW Public Outreach	Janet Kotra	Janet Kotra
Integrated Issue Resolution Status Report	James Rubenstone	James Rubenstone
Performance Confirmation	Jeffrey Pohle	Jeffrey Pohle
Inspection Program	Wilkins Smith	Wilkins Smith
Quantity and Chemistry of Water Contacting Engineered Barriers and Wasteforms	James Rubenstone	David Brooks
RN Release Rates and Solubility Limits	James Rubenstone	Richard Codell
RN Transport/Unsat. Zone	James Rubenstone	John Bradbury
RN Transport/Sat. Zone	James Rubenstone	John Bradbury
Climate and Infiltration	James Rubenstone	Randy Fedors
Flow Paths in the Unsat. Zone	James Rubenstone	Randy Fedors
Flow Paths in Sat. Zone	James Rubenstone	Randy Fedors
Concentration of RN in Groundwater	James Rubenstone	Keith Compton
General Information	Kein Chang	Philip Justus
Volcanic Disruption of the Waste Package	James Rubenstone	John Trapp
Airborne Transport of Radionuclides	James Rubenstone	John Trapp
Degradation of Eng. Barriers	James Rubenstone	Aladar Csontos
Preclosure Safety Eval.	Timothy Kobetz	Timothy Kobetz
Mechanical Disruption of Engineered Barriers	James Rubenstone	Mysore Nataraja
Methodology and Overall System Performance	James Rubenstone	Bret Leslie
Redistribution of RN in Soil	James Rubenstone	Keith Compton
Biosphere Characteristics	James Rubenstone	Keith Compton
Support Reg. Framework	Timothy McCartin	Timothy McCartin

Spent Fuels Project Office  
Private Fuel Storage  
Humboldt Bay

James R. Hall

James R. Hall

Division of Waste Management  
and Environmental Protection  
NWPA-related Work  
(Operations Plan)  
WIR DOE South Carolina and Idaho

Edna Knox-Davin

Anna Bradford

**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 Center, 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 Center; (2) monitoring the Center'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 Center 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 Center 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

William C. Reamer, Director  
Division of High Level Waste  
and Repository Safety, NMSS

SFPO Sponsor  
Spent Fuel Project Office

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

### 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 William Reamer, or his designee. The CRG consists of the following members:

Robert Webber  
E. William Brach  
S. Flanders  
J. Holonich (Member at Large)

Advisors: Deborah A. DeMarco, NMSS  
Robin Baum, OGC  
Barbara D. Meehan, DC

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 Center'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 Project Officers 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:
  - (1) Monitoring, evaluating and assessing the Center's performance in assigned areas.