

07-14-038

OMB No.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT IS CODE NRC-04-94-038	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 02/16/94	4. REGISTRATION/PURCHASE REG. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgt Mail Stop P-1042 Washington, DC 20555		7. ADMINISTERED BY (if other than item 6) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgt. Mail Stop P-902 Washington, DC 20555	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP code) Scientific Ecology Group, Inc. P.O. Box 2530 1540 Bear Creek Road Oak Ridge TN 37831-2530		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. ORDER NO. NRC-04-94-038	
		10B. DATED (SEE ITEM 13) February 11, 1994	
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 6 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 signing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IF MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.

- (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 change 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:
41 U.S.C. 253(e)(2); FAR 4.368-2(e)(2)
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
MODIFICATION 01

PURPOSE: To add Attachment "W" entitled "Return of Waste, Conferring Waste and Non-Conferring Waste to the contract as Attachment Y of the contract.

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Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, revised, amended and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J. T. Friede Executive VP	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary H. Nece
15B. CONTRACTOR OFFER NO. [Signature]	16B. DATE SIGNED 2-16-94
15C. DATE SIGNED 2-16-94	16C. DATE SIGNED 2/16/94
15D. SIGNATURE OF PERSON AUTHORIZED TO SIGN	16D. SIGNATURE OF CONTRACTING OFFICER

FORM 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 4-8)
Prescribed by GSA
FAR (48 CFR) 53.243

230016

DF02-71



Attachment "W"

Return of Waste, Conforming Waste and Non-Conforming Waste

RETURN OF WASTE

SEG must in accordance with its Tennessee license return waste (processed or unprocessed) to any generator (broker) who has been denied access to all of the operating disposal facilities. Prior to exceeding our license storage limit, either the waste must be returned or the generators status must be reinstated.

Therefore, should access be denied to Client at the burial facilities, the generator must notify SEG of its ability to receive back the waste in SEG's possession; this ability must be stated in writing:

- A. By the facilities Radioactive license, and
- B. By written assurances to SEG that each of the following concur with such return:
 1. Appropriate Governor's Office.
 2. Appropriate State Radiation Control Program.
 3. Appropriate Compact Official.

RADIOACTIVE WASTE CONFORMANCE

Any Radioactive Material received by SEG will be of the type and meet the Waste Acceptance Procedure attached hereto. A SEG staff member must approve the shipment of Radioactive Waste for receipt prior to shipment. Approval will not be unreasonably withheld unless the shipment does not meet the Waste Acceptance Procedure attached hereto, regulatory restrictions or corporate abilities. The Client represents and warrants that it has or will obtain all necessary licenses, permits, and approvals from the appropriate regulatory agencies for shipping the Radioactive Waste governed by this Agreement. The Client will fully and properly complete a Radioactive Shipment Manifest acceptable to SEG for each shipment. The Client represents and warrants that the data recorded on such manifest is true and correct in all respects and complies with all applicable governmental laws, rules, and regulations. SEG will rely on any and all such representations. If any of the Radioactive Material shipped to SEG varies in composition or in quantity from SEG acceptable limits, the Client will notify SEG of such variance in which case SEG shall have the right to reject any and all materials constituting such variance or which may result in a violation of SEG's Tennessee Radioactive Materials License or other applicable laws, rules and regulations.

~~The Client agrees to indemnify, defend and save harmless SEG, its officers, employees, agents and parent company against all liability, claims, suits or causes of action whatsoever, including all costs and expenses its officers, employees, agents and parent~~

Handwritten signatures and initials, including "2-16-94" and "2/16/94".



Handwritten notes:
2/16/94
[Signature]

~~company may incur, including attorney's fees, which arise out of or in connection with the disposal of any Radioactive Material delivered to SEG, if such loss or liability results from the failure of the Radioactive Material to conform to all applicable licenses, laws, rules and regulations; to conform to all applicable licenses, laws, rules and regulations; to the Waste Acceptance Procedure attached hereto, the SEG Shipment Manifest or any derivations of Supplements to such forms; or the failure of the shipment to meet Department of Transportation (DOT) regulations or any other governmental agency having jurisdiction over such matters. For purposes of this Agreement, "conforming" means meeting the requirements of this Article.~~

NONCONFORMING SHIPMENT DISPOSITION

SEG will promptly notify the Client if a Radioactive Material shipment is found to be nonconforming. Nonconforming Radioactive Material in SEG's possession will be promptly stored and/or prepared for lawful transportation, subject to any and all constraints placed on such action through license or permit conditions; or any law, regulation, ordinance, or government order and will be promptly returned to the Client unless the parties agree to, or the appropriate regulatory authorities direct, an alternate, lawful disposition of the Radioactive Material/Waste. Any and all costs and expenses, direct and indirect, including but not limited to handling, loading, preparation, transportation, storage, disposal, overhead, or other corrective action incurred with regard to the disposition of nonconforming Radioactive Material will be paid by the Client. Such costs and expenses shall be reasonable and all invoices submitted to Client therefor shall be subject to verification by the Client during normal SEG business hours and at the Client's own expense.