



Department of Energy
Albuquerque Operations Office
P.O. Box 5400
Albuquerque, New Mexico 87115

MAR 31 1988

Mr. Malcolm Knapp
Chief, Low-Level Waste and Uranium
Recovery Projects Branch
Division of Waste Management
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

Dear Mr. Knapp:

Enclosed hereto for your files is an executed copy of Modification A002 to Cooperative Agreement No. DE-FC04-82AL20536 between the U. S. Department of Energy and the State of North Dakota.

Should you have any questions or comments concerning the Agreement, please direct them to me at FTS 844-7279.

Sincerely,

Gene R. Dixon
Contract Specialist
Programs and R&D Branch
Contracts & Industrial Relations Division

Enclosure

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PDR WASTE PDR
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MODIFICATION OF COOPERATIVE AGREEMENT

Page 1 of 4

1. Modification No. A002 2. Effective Date: Same date as date signed by the US DOE Contracting Officer.

3. Purchase Request No. 04-88AL20536.501 4. Cooperative Agreement No. DE-FC04-82AL20536

5. Issued By:
Department of Energy
Albuquerque Operations Office
Contracts & Industrial Relations
Division
P. O. Box 5400
Albuquerque, NM 87115

6. Participant:
State of North Dakota
State Department of Health
Division of Environmental Engineering
200 Missouri Avenue
Bismarck, ND 58510

7. Accounting and Appropriation Data/DOE Funds:

<u>Allot. Sym.</u>	<u>Approp. Sym.</u>	<u>B&R No.</u>		
GE-84-91	89X0224	AH-10-15-01	DOE funds previously obligated	-0-
Increase in State Funding:	\$113,172		DOE funds increase	\$80,490
Total State Funding:	\$113,172		Total DOE funds obligated	\$80,490

8. This agreement is entered into pursuant to authority of Uranium Mill Tailings Radiation Control Act of 1978, Public Law 95-604. It modifies the above numbered Cooperative Agreement as set forth in block 9.

9. Description of Modification:

See Continuation Pages.

Except as provided herein, all terms and conditions of the document referenced in block 4, as heretofore changed, remain unchanged and in full force and effect.

10. State/Indian Tribe is required to sign this document and return four copies to issuing office.

11. State of North Dakota

12. United States of America

By Robert M. Wenz mo
(Signature of person authorized to sign)

William C. Meyers
William C. Meyers
Contracting Officer

State Health Officer March 4, 1988
Title Date Signed

MAR 30 1988
Date Signed

I. The purpose of this modification is to:

- A. Establish the State estimated allowable costs for the period from the effective date of this agreement through September 30, 1989, in the amount of \$89,433.
- B. Establish the State obligated funds in the amount of \$113,172 for the period from the effective date of this agreement through September 30, 1989.
- C. Establish the DOE estimated allowable costs for the period from the effective date of this agreement through September 30, 1988, in the amount of \$1,042,290.
- D. Establish the DOE obligated funds in the amount of \$80,490 for the period from the effective date of this agreement through September 30, 1989.

II. Article XVI, Cost Limitation and Obligation of Funds, is hereby amended to read as follows:

- "A. From time to time in performing responsibilities under this Agreement, DOE and the State shall each incur costs which are allowable costs to be cost-shared under this Agreement. Prior to the beginning of each Government fiscal year or such period of time agreed to by DOE and the State (hereinafter referred to as the 'Cost Estimate Period'), DOE and the State shall use their best efforts to estimate the costs each will incur during the forthcoming Cost Estimate Period. It is contemplated by DOE and the State that each will obligate funds at such times and in such amounts as will ensure payments by each of its appropriate share of the total estimated allowable costs to be incurred by DOE and the State. DOE and the State acknowledge that the State, in incurring allowable costs, may in accordance with Article V, 'Payments and Allowable Costs,' request advance payment for the DOE share of such allowable costs or that such costs be offset against the State's share of the total allowable costs.
- B. For the Cost Estimate Periods from the effective date of this Agreement through the periods specified below.
 - 1. The total of the estimated allowable costs that will be incurred by the State from the effective date of this Agreement through September 30, 1989, is \$89,433.
 - 2. The total of the current estimated allowable costs that will be incurred by DOE from the effective date of this Agreement through September 30, 1988, is \$1,042,290.
 - 3. The total of the current estimated allowable costs that will be incurred by both DOE and the State is \$1,131,723 (hereinafter referred to as the 'Total Cost Limitation').

4. The summary of estimated allowable costs is as follows:
 - a. State - \$89,433;
 - b. DOE - \$1,042,290;
 - c. Total - \$1,131,723.
 5. At such time as either party has reason to believe that the allowable costs it will incur in performing its responsibilities under this Agreement will be greater than the estimated allowable costs shown above, then such party shall notify the other in writing to that effect, giving its revised estimate of allowable costs, and DOE shall issue a unilateral modification to this Agreement appropriately revising the estimated allowable costs shown above; provided, that, prior to being included as part of the Total Cost Limitation, the estimated allowable costs associated with remedial action shall be mutually agreed upon by DOE and the State by modification of Remedial Action Plans and Radiological Engineering Assessments, as appropriate, pursuant to the article of this Agreement entitled Description of Remedial Action Program.
- C. For the Cost Estimate Period from the effective date of this Agreement through September 30, 1989, the State has obligated funds in the amount of \$113,172, for payment of all or part of its share of allowable costs under this Agreement. The State shall not be liable in an amount in excess of the funds it has obligated herein; however, DOE shall not be required to continue performance of this Agreement beyond such time as the Total Cost Limitation exceeds an amount ten (10) times the amount of the funds obligated by the State. Prior to each Government fiscal year or from time to time during the performance of this Agreement, as necessary, the State shall increase the amount of funds obligated by written notice to the Contracting Officer specifying the amount of such increase. Upon such written notice DOE may issue a unilateral modification to this Agreement which reflects the increased obligation of funds by the State. In the event the State fails to obligate funds at a level necessary to ensure payment of its share of the Total Cost Limitation, DOE may elect to treat such failure as a termination by the State pursuant to the article of this Agreement entitled Term and Termination.
- D. DOE, for the Cost Estimate Period from the effective date of this Agreement through September 30, 1989: (1) has obligated funds in the amount of \$80,490, for payment to the State for all or part of DOE's share of allowable costs which the State incurs under this Agreement; and (2) will obligate funds in an amount sufficient to pay to DOE contractors and subcontractors DOE's share of those allowable costs which DOE incurs under this Agreement. DOE shall not be liable to the State in an amount in excess of the funds it

has obligated herein for payment to the State; however, the State shall not be required to continue performance of this Agreement beyond such time as such amount obligated by DOE is less than ninety percent (90%) of the amount shown in paragraph B.1. of this article. Prior to each Government fiscal year or from time to time under this Agreement, as necessary, DOE shall increase the amount of funds obligated by unilateral modification to this Agreement which reflects the increased obligation of funds by DOE. In the event DOE fails to obligate funds at a level necessary to ensure payment of its share of the total allowable costs to be incurred by the State, the State may elect to treat such failure as a termination by the State pursuant to the article of this Agreement entitled "Term and Termination."

- E. The State shall not be required to pay for allowable costs incurred in excess of ten percent (10%) of the Total Cost Limitation as it may be amended from time to time by modification to this Agreement. DOE shall use its best efforts to perform its responsibilities under this Agreement within the estimated allowable costs set forth in paragraph B.2. of this article. However, the Government and DOE do not guarantee the correctness of any such estimate of allowable costs and there shall be no liability on the part of the Government or DOE by reason of errors in the computation of estimates or differences between such estimates and the actual allowable costs.
- F. DOE shall not be obligated to pay for allowable costs incurred in excess of ninety percent (90%) of the Total Cost Limitation as it may be amended from time to time by modification to this Agreement. The State shall use its best efforts to perform its responsibilities under the Agreement within the estimated allowable costs set forth in Paragraph B.1. of this article. However, the State does not guarantee the correctness of any such estimate of allowable costs and there shall be no liability on the part of the State by reason of errors in the computation of estimates or differences between such estimates and the actual allowable costs."