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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 008 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 | CODE 03001 | 7. ADMINISTERED BY (If other than Item 6) EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221 | CODE 03003 |

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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NUCLEAR WASTE PARTNERSHIP LLC Attn: DONNA LACOMBE C/O URS ENERGY & CONSTRUCTION, INC. PO BOX 73 / 720 PARK BLVD BOISE ID 837290073 | | (x) 9A. AMENDMENT OF SOLICITATION NO. |
| CODE 968993910 FACILITY CODE | | 9B. DATED (SEE ITEM 11) |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001971 |
| | | 10B. DATED (SEE ITEM 13) 04/20/2012 |

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 ACKNOWLEDGEMENT 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)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| CHECK ONE | 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.) 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: I. 130 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000) |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to update the list of DOE Directives that are applicable to the contract in accordance with Contract Clause I.130 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000). Attached is the revised Attachment A from Section J titled "List B" which incorporates new or revised DOE Directives, deletes cancelled Directives, and incorporates applicable Directives that were not included in the award document.

NWP has accepted impact assessments that were conducted for Directives reviewed under Contract DE-AC29-01AL66444 that were not included in List B in the contract award document.

Continued ...

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, Project Manager | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow | |
| 15B. CONTRACTOR/OFFEROR Exemption 6 <small>(Signature of person authorized to sign)</small> | 15C. DATE SIGNED 1/10/2013 | 16B. UNITED STATES OF AMERICA Exemption 6 <small>(Signature of Contracting Officer)</small> | 16C. DATE SIGNED 1/10/2013 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001971/008

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NAME OF OFFEROR OR CONTRACTOR
NUCLEAR WASTE PARTNERSHIP LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>In addition, a correction is made to the Administrative Note found in Section I, Item I.105. Reference to "Attachment H" is deleted and replaced with "Section J Attachment A" for the listing of Applicable Directives.</p> <p>CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no-cost change confirmed by this modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions. The parties agree that all new or revised directives will be implemented within the timelines stated on associated Contractor-prepared impact assessments.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00 New Total Amount for this Award: \$1,333,731,770.00 Period of Performance: 10/01/2012 to 09/30/2017</p> | | | | |

I.105 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)

| (Administrative Note: See Section J Attachment A for Listing of Applicable Directives)

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the Contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the I clause of this Contract entitled "Changes."
- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

- (d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J, ATTACHMENT A

LAWS, REGULATIONS, AND DIRECTIVES (DEC 2000)

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

LIST B:

| DOE Order | Title | *S/RID |
|--------------------------|--|---------------|
| DOE O 130.1 | Budget Formulation | |
| DOE O 142.3A | Unclassified Foreign Visits and Assignments Program | |
| DOE O 150.1 | Continuity Programs | X |
| DOE O 151.1C | Comprehensive Emergency Management System | X |
| DOE O 153.1 | Departmental Radiological Emergency Response Assets | X |
| DOE O 200.1A | Information Technology Management | |
| DOE O 203.1 | Limited Personal use of Government Office Equipment including Information Technology | |
| DOE O 205.1B | Department of Energy Cyber Security Program | |
| DOE O 206.1 | DOE Privacy Program | |
| DOE O 210.2A | DOE Corporate Operating Experience Program | X |
| DOE O 221.1A | Reporting Fraud, Waste and Abuse to the Office of Inspector General | |
| DOE O 221.2A | Cooperation with the Office of Inspector General | |
| DOE O 225.1B | Accident Investigations | X |
| DOE O 226.1B | Implementation of Department of Energy Oversight Policy | X |
| DOE O 227.1 | Independent Oversight Program | X |
| DOE O 231.1B | Environment, Safety and Health Reporting | |
| DOE O 232.2 | Occurrence Reporting and Processing of Operations Information | X |
| DOE O 241.1B | Scientific and Technical Information Management | |
| DOE O 243.1A | Records Management Program | |
| DOE O 243.2 | Vital Records | X |
| DOE O 252.1A, | Technical Standards Program | |
| DOE O 350.1, Change 3 | Contractor Human Resource Management Programs | |
| DOE O 350.2B | Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area | |
| DOE O 413.1B | Internal Control Program | |
| DOE O 413.3B | Program and Project Management for the Acquisition of Capital Assets See Tracy Mustin Memo dated 3/15/12 titled Policy and Protocol for Office of Environmental Management Operations Activities. | |
| DOE O 414.1D | Quality Assurance | X |

| DOE Order | Title | *S/RID |
|--------------------------------|--|---------------|
| DOE O 420.1B, Change 1 | Facility Safety | X |
| DOE O 422.1 | Conduct of Operations | X |
| DOE O 425.1D | Verification of Readiness to Startup or Restart Nuclear Facilities | X |
| DOE O 426.2 | Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities | X |
| DOE O 430.1B, Change 2 | Real Property Asset Management | |
| DOE O 433.1B | Maintenance Management Program for DOE Nuclear Facilities | X |
| DOE O 435.1, Change 1 | Radioactive Waste Management | X |
| DOE O 436.1 | Departmental Sustainability | X |
| DOE O 442.1A | Department of Energy Employee Concerns Program | |
| DOE O 442.2 | Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health | |
| DOE O 451.1B Change 3 | National Environmental Policy Act Protection Program | X |
| DOE O 458.1, Change 2 | Radiation Protection of the Public and the Environment | X |
| DOE O 460.1C | Packaging and Transportation Safety See attached letter dated March 29, 2012, from Stephen C. O'Connor to Jose Franco, CBFO Manager, which provides clarification for the requirements in this order. NWP will provide the documents to CBFO to forward to DOE-HQ. | X |
| DOE O 460.2A | Departmental Materials Transportation and Packaging Management | X |
| DOE O 470.3B | Graded Security Protection (GSP) Policy | |
| DOE O 470.4B | Safeguards and Security Program Operations | |
| DOE O 471.1B | Identification and Protection of Unclassified Controlled Nuclear Information | |
| DOE O 471.3, Admin Change 1 | Identifying and Protecting Official Use Only Information | |
| DOE O 471.6 | Information Security | |
| DOE O 472.2 | Personnel Security | |
| DOE O 473.3 | Protection Program Operations | |
| DOE O 475.1 | Counterintelligence Program | |
| DOE O 475.2A | Identifying Classified Information | |
| DOE O 483.1 | DOE Cooperative Research and Developments Agreements | |
| DOE O 522.1 | Pricing of Departmental Materials and Services | |
| DOE O 534.1B | Accounting | |
| DOE O 551.1D | Official Foreign Travel | |
| DOE O 580.1A Admin Change 1 | Personal Property Management Program | |
| DOE O 5670.1A | Management and Control of Foreign Intelligence | |

| DOE Manual | Title | S/RID |
|-------------------------------|---|--------------|
| DOE M 140.1-1B | Interface with the Defense Nuclear Facilities Safety Board | |
| DOE M 205.1-3 | Telecommunications Security Manual | |
| DOE M 435.1-1 Chg 2 | Radioactive Waste Management Manual | X |
| DOE M 460.2-1A | Radioactive Material Transportation Practices Manual | |
| DOE M 471.3-1, Admin Change 1 | Manual for Identifying and Protecting Official Use Only Information | |
| DOE M 483.1-1 | DOE Cooperative Research and Development Agreements Manual | |

***Standards/Requirements Identification Document (S/RID)** – An “X” in the S/RID column identifies the standards/requirements that are clear, necessary and sufficient nuclear requirements that are specifically applicable to WIPP and provide adequate environmental, safety and health protection for and ensure the safety of the workers, general public, and environment.