

2. AMENDMENT/MODIFICATION NO. 0074
 3. EFFECTIVE DATE 09/30/2014
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 03003
 EMCBC - Carlsbad
 U.S. Department of Energy
 Carlsbad Project Office
 P.O. Box 3090
 Carlsbad NM 88221
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 NUCLEAR WASTE PARTNERSHIP LLC
 Attn: Marty Gonzales
 Nuclear Waste Partnership
 106 Newberry Street SW
 Aiken SC 29801
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 DE-EM0001971
 10B. DATED (SEE ITEM 13)
 04/20/2012
 CODE 968993910 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 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.

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 FAR 43.103(a)(3) 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 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 extend the effective date for special contract clause H.55 WORK PERFORMED UNDER SECTION C, PERFORMANCE WORK STATEMENT, THAT IS NOT FUNDED BY THE CARLSBAD FIELD OFFICE.
 Payment:
 OR for EMCBC
 U.S. Department of Energy
 Oak Ridge Financial Service Center
 P.O. Box 5777
 Oak Ridge TN 37831
 Period of Performance: 10/01/2012 to 09/30/2017

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

15A. NAME AND TITLE OF SIGNER (Type or print) Robert L. McQuinn, President and Project Manager
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow

15B. CONTRACTOR/OFFEROR Exemption 6
 (Signature of person authorized to sign)
 15C. DATE SIGNED 9/11/14
 16B. UNITED STATES OF AMERICA Exemption 6
 (Signature of Contracting Officer)
 16C. DATE SIGNED 9/11/14

Background:

In modification 20, signed by the Carlsbad Field Office (CBFO) and the Nuclear Waste Partnership, LLC (NWP) on May 1, 2013, with an effective date of October 1, 2012, both parties agreed to add special contract clause H.55 to the contract to address work the contractor performs under the contract that is funded by other DOE entities.

The clause, copied below, had an effective date of October 1, 2012 through September 30, 2014, to be reviewed at the end of the period to determine whether there is a requirement to extend the clause. The CBFO and NWP have determined that the effective period for this clause should be extended to September 30, 2017, the end of the base period of the contract. Accordingly, the clause is revised as follows:

From: In Modification 20:

H.55 WORK PERFORMED UNDER SECTION C, PERFORMANCE WORK STATEMENT, THAT IS NOT FUNDED BY THE CARLSBAD FIELD OFFICE

The contractor is authorized to negotiate fee arrangements directly with the requesting entity for work performed by the Contractor that is funded from non-Carlsbad Field Office (CBFO) funding. Such work will be in furtherance of the Performance Work Statement provided in Section C of this contract. All work performed will be on a full-cost recovery basis and reporting of all such work will be provided to CBFO on a monthly basis. This clause is effective for the period October 1, 2012 through **September 30, 2014**, and will be reviewed at the end of the period to determine whether there is a requirement to extend the clause.

To: In Modification 74

H.55 WORK PERFORMED UNDER SECTION C, PERFORMANCE WORK STATEMENT, THAT IS NOT FUNDED BY THE CARLSBAD FIELD OFFICE

The contractor is authorized to negotiate fee arrangements directly with the requesting entity for work performed by the Contractor that is funded from non-Carlsbad Field Office (CBFO) funding. Such work will be in furtherance of the Performance Work Statement provided in Section C of this contract. All work performed will be on a full-cost recovery basis and reporting of all such work will be provided to CBFO on a monthly basis. This clause is effective for the period October 1, 2012 through **September 30, 2017**.

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.