

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 15EM002098
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2. AMENDMENT/MODIFICATION NO.: 0109
 3. EFFECTIVE DATE: 07/14/2015
 4. REQUISITION/PURCHASE REQ. NO.: 15EM002098
 5. PROJECT NO. (If applicable):

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

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
 CODE: 968993910 FACILITY CODE:
 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

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)
 Net Increase: \$30,000.00++
 00900 2015 33 490004 0000000 25400 2221756 0000000 0000000 0000000

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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X H.55 Funding for work performed for other DOE entities - obligate funds and increase FY15 anticipated funding

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 purposes of this modification are to:

1) Obligate funds of \$30,000.00 for RAP in accordance with Special Contract Clause H.55 - Work performed for other DOE entities. Total contract funding is increased from \$692,939,023.32, by \$30,000.00, to \$692,969,023.32.

(2) Increase the FY15 anticipated funding shown in Section B.2.2.(b) of the contract in accordance with Special Contract Clause H.55 - Work performed for other DOE entities. The line showing FY15 funding from other DOE entities is increased from \$521,193.66 (in Modification 104), by \$30,000.00, to \$551,193.66 in Modification 109 for RAP funding provided by DOE-HQ.

Continued ...

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) Phillip Breidenbach, President & Project Mgr
 Philip J. Breidenbach, President/Project Manager
 15B. CONTRACT OFFICER OR
 15C. DATE SIGNED: 7/30/15
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Suzanne W. Hunt
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED: 7/30/15

15B. CONTRACT OFFICER OR: Exemption 6
 15C. DATE SIGNED: 7/30/15
 16B. UNITED STATES OF AMERICA: Exemption 6
 16C. DATE SIGNED: 7/30/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001971/0109

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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>(3) Increase contract value from \$1,583,239,763.32 by \$30,000.00, to \$1,583,269,763.32.</p> <p>All other terms and conditions remain unchanged.</p> <p>Payment: OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <p>FOB: Destination Period of Performance: 10/01/2012 to 09/30/2017</p>				

The table in Section B.2-2(b) Transition Cost, Anticipated Funding, and Total Available Award Fee is revised to add FY15 Funding from other DOE entities in the amount of \$30,000.00, in Modification 109, in accordance with approved PRA Number 15EM0.

FROM: MOD 104

Changes to Section B.2-2(b) Transition Cost, Anticipated Funding, and Total Available Award Fee

CLIN 1: Transition	\$1,553,670.00	
CLIN 2: Base Period – Site Operations	Actual Funding	Annual Fee Base***
October 1, 2012 through September 30, 2013	\$141,902,556.74	\$109,238,604
Funding transferred from WTS contract	\$7,995,864.65	
Funding from other DOE entities per H.55	\$11,373,074.35	
	Anticipated Funding**	Annual Fee Base***
October 1, 2013 through September 30, 2014	\$139,142,722	\$109,238,604
Funding from other DOE entities per H.55	\$1,232,980.92	
October 1, 2014 through September 30, 2015	\$124,335,011	\$109,238,604
Funding from other DOE entities per H.55	\$521,193.66	
October 1, 2015 through September 30, 2016	\$133,217,810	\$109,238,604
October 1, 2016 through September 30, 2017	<u>\$133,217,810</u>	<u>\$109,238,604</u>
	\$692,939,023.32	\$546,193,020
CLIN 3: Option Period – Site Operations		
October 1, 2017 through September 30, 2018	\$133,217,810	\$109,238,604
October 1, 2018 through September 30, 2019	\$133,217,810	\$109,238,604
October 1, 2019 through September 30, 2020	\$133,217,810	\$109,238,604
October 1, 2020 through September 30, 2021	\$133,217,810	\$109,238,604
October 1, 2021 through September 30, 2022	<u>\$133,217,810</u>	<u>\$109,238,604</u>
	\$666,089,050	\$546,193,020
CLIN 4: WBS. 1.7 Performance Measurement Baseline for Recovery Activities		
FY14 WIPP Recovery Project WBS 1.7, Fee, MR	31,148,035	
FY15 WIPP Recovery Project WBS 1.7, Fee, MR	122,648,632	
FY16 WIPP Recovery Project WBS 1.7, Fee, MR	56,180,259	
FY17 WIPP Recovery Project WBS 1.7, Fee, MR	12,322,628	
FY18 WIPP Recovery Project WBS 1.7, Fee, MR	<u>358,466</u>	
Total WIPP Recovery Project Interim PMB	222,658,020	
CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent Ventilation System and Exhaust Shaft		
	TBD	

TO: MOD 109

Changes to Section B.2-2(b) Transition Cost, Anticipated Funding, and Total Available Award Fee

CLIN 1: Transition	\$1,553,670.00	
CLIN 2: Base Period – Site Operations	Actual Funding	Annual Fee Base***
October 1, 2012 through September 30, 2013	\$141,902,556.74	\$109,238,604
Funding transferred from WTS contract	\$7,995,864.65	
Funding from other DOE entities per H.55	\$11,373,074.35	
	Anticipated Funding**	Annual Fee Base***
October 1, 2013 through September 30, 2014	\$139,142,722	\$109,238,604
Funding from other DOE entities per H.55	\$1,232,980.92	
October 1, 2014 through September 30, 2015	\$124,335,011	\$109,238,604
Funding from other DOE entities per H.55	\$551,193.66	
October 1, 2015 through September 30, 2016	\$133,217,810	\$109,238,604
October 1, 2016 through September 30, 2017	<u>\$133,217,810</u>	<u>\$109,238,604</u>
	\$692,969,023.32	\$546,193,020
CLIN 3: Option Period – Site Operations		
October 1, 2017 through September 30, 2018	\$133,217,810	\$109,238,604
October 1, 2018 through September 30, 2019	\$133,217,810	\$109,238,604
October 1, 2019 through September 30, 2020	\$133,217,810	\$109,238,604
October 1, 2020 through September 30, 2021	\$133,217,810	\$109,238,604
October 1, 2021 through September 30, 2022	<u>\$133,217,810</u>	<u>\$109,238,604</u>
	\$666,089,050	\$546,193,020
CLIN 4: WBS. 1.7 Performance Measurement Baseline for Recovery Activities		
FY14 WIPP Recovery Project WBS 1.7, Fee, MR	31,148,035	
FY15 WIPP Recovery Project WBS 1.7, Fee, MR	122,648,632	
FY16 WIPP Recovery Project WBS 1.7, Fee, MR	56,180,259	
FY17 WIPP Recovery Project WBS 1.7, Fee, MR	12,322,628	
FY18 WIPP Recovery Project WBS 1.7, Fee, MR	<u>358,466</u>	
Total WIPP Recovery Project Interim PMB	222,658,020	
CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent Ventilation System and Exhaust Shaft		TBD

Total contract funding is \$1,583,269,763.32