

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0112	3. EFFECTIVE DATE 08/26/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM002425	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)	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		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 968993910	FACILITY CODE	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 9 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)  
 01250 2015 33 490004 0000000 25400 1110954 0000442 0000000 0000000 \$65,215.00  
 Net Increase: \$65,215.00

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:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5204-15 and I.166 DEAR 970.5243-1 entitled Changes (DEC 2000)

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:

1) Obligate FY15 CBFO funds of \$65,215 in accordance with approved Programmatic Change Request (PCR) CBFO 15-034 (NWP RP 15-048) to support development and approval of the NWP Corrective Action Plan for the Accident Investigation Board Phase 2 Radiological Release Report. Total contract funding is increased from \$ 582,169,058.32, by \$65,215.00, to \$582,234,273.32.

2) Increase CBFO FY15 anticipated funding (includes base and recovery funding) shown in Section B.2.2.2. (b) of the contract from \$247,146,643.00 by \$65,215.00 to \$247,211,858.00.

3) Increase contract value from \$1,583,432,763.32 by \$65,215.00 to \$1,583,497,978.32.

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) Kevin S. Donovan, Business Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow
15B. CONTRACTOR/OFFEROR <b>Exemption 6</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 8/27/15
16B. UNITED STATES OF AMERICA <b>Exemption 6</b> <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 8/27/15

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0001971/0112

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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>All other terms and conditions remain unchanged.                      Delivery: 1 Days After Notice to Proceed                      Delivery Location Code: 03003                      EMCBC - Carlsbad                      US Department of Energy                      Carlsbad Project Office                      P.O. Box 3090                      Carlsbad NM 88221</p> <p>Mark For:                      EMCBC - Carlsbad                      U.S. Department of Energy                      Carlsbad Project Office                      P.O. Box 3090                      Carlsbad NM 88221</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 increase FY15 Recovery Funding in the amount of \$65,215.00 for Accident Investigation Report Phase II – Corrective Action Plan Development new work scope in Modification 112, in accordance with approved PRA Number 15EM02425.

**FROM: MOD 111**

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

<b>CLIN 1: Transition</b>	\$1,553,670.00	
<b>CLIN 2: Base Period – Site Operations</b>	<b>Actual Funding</b>	<b>Annual Fee Base***</b>
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	
	<b>Anticipated Funding**</b>	<b>Annual Fee Base***</b>
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	\$124,498,011	\$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>
	\$693,132,023.32	\$546,193,020
<b>CLIN 3: Option Period – Site Operations</b>		
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
<b>CLIN 4: WBS. 1.7 Performance Measurement Baseline for Recovery Activities</b>		
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	
<b>CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent Ventilation System and Exhaust Shaft</b>	<b>TBD</b>	

**To: MOD 112**

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

<b>CLIN 1: Transition</b>	\$1,553,670.00	
<b>CLIN 2: Base Period – Site Operations</b>	<b>Actual Funding</b>	<b>Annual Fee Base***</b>
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	
	<b>Anticipated Funding**</b>	<b>Annual Fee Base***</b>
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	\$124,498,011	\$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>
	\$693,132,023.32	\$546,193,020
<b>CLIN 3: Option Period – Site Operations</b>		
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
<b>CLIN 4: WBS. 1.7 Performance Measurement Baseline for Recovery Activities</b>		
FY14 WIPP Recovery Project WBS 1.7, Fee, MR	31,148,035	
FY15 WIPP Recovery Project WBS 1.7, Fee, MR	<b>122,713,847</b>	
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	<b>222,723,235</b>	
<b>CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent Ventilation System and Exhaust Shaft</b>		
	TBD	