

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0116	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 15EM002931	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.
CODE 968993910 FACILITY CODE		X	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) Net Increase: \$2,000,000.00
01250 2015 33 490004 0000000 25400 1110954 0000442 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:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5204-15 and I.166 DEAR 970.5243-1 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 purposes of this modification are to:

- Obligate CBFO FY15 incremental funding of \$2,000,000 for work scope that will begin in FY16 for above ground storage capability, conceptual design, and planning. Total funding is increased from \$582,249,378.14, by \$2,000,000, to \$584,249,378.14.
- Increase the FY15 anticipated funding for base activities shown in CLIN 2 of Section B.2.2.(b) of the contract by \$2,000,000. Total FY15 anticipated funding for base activities is increased from \$124,513,115.82 to \$126,513,115.82. Total FY15 anticipated funding for both base activities and recovery is increased from \$247,226,962.82 to \$249,226,962.82.
- Increase the contract value from \$1,583,513,083.14 to \$1,585,513,083.14.

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 Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 9/22/15
16B. UNITED STATES OF AMERICA Exemption 6 (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001971/0116

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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>See continuation pages.</p> <p>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 Anticipated Funding in CLIN 2 for base period – site operations in the amount of \$2,000,000 to fund additional FY16 workscope for above ground storage capability, conceptual design, and planning in accordance with approved PRA Number 15EM02931.

From: MOD 114

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	\$124,513,115.82	\$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>
	\$693,147,128.14	\$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	122,713,847	
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	222,723,235	
CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent Ventilation System and Exhaust Shaft		TBD

Total Contract Value \$1,583,513,083.14

To: MOD 116
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	\$126,513,115.82	\$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>
	\$695,147,128.14	\$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	122,713,847	
FY16 WIPP Recovery Project WBS 1.7, Fee, MR	56,180,259	
FY17 WIPP Recovery Project WBS 1.7, Fee, MR	12,322,628	
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Total WIPP Recovery Project Interim PMB	222,723,235	
CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent Ventilation System and Exhaust Shaft		TBD

Total Contract Value \$1,585,513,083.14