

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0057	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	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) EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE 03003
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 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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 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 revise Special Contract Clause H. 27 Environment, Safety, and Health to require the contractor to provide respiratory protection to non-NWP personnel in accordance with the NWP Respiratory Protection Program in order to comply with Occupational Safety and Health Administration and Mine Safety and Health Administration respiratory protection requirements.

LIST OF CHANGES:
Reason for Modification : Change Order
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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Exemption 6 (Signature of Contracting Officer)	16C. DATE SIGNED 03/13/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001971/0057

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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)
	Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00 New Total Amount for this Award: \$1,387,179,119.56 Period of Performance: 10/01/2012 to 09/30/2017				

Special Contract Clause H. 27 *Environmental, Safety, and Health* is revised by adding Part (d) below with requirements for the contractor to provide respiratory protection to non-NWP personnel. The revised clause containing new Part (d) is provided below in its entirety.

“(d) The contractor shall provide the necessary personal protective equipment (PPE), safety briefings, and escorts when needed for all non-NWP personnel (both Government and non-Government) to enter contractor-controlled work areas. The contractor shall be responsible for the subsequent decontamination and disposal of such PPE. The contractor shall provide medical screening for all non-NWP personnel (both Government and non-Government) if required to enter the work areas and meet the requirements of the Worker Safety and Health Program, or Radiological Protection Program.”

H.27 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

(a) The Contractor shall comply with the existing system description document in accordance with the I Clause DEAR 970.5223-1 entitled “Integration ES&H into Work Planning and Execution.” The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 60 days of written notice to proceed and thereafter each year on September 1, for the following fiscal year. Any changes to the ISMS Description Document after the CO’s or designee’s initial approval, shall be approved by the CO or designee.

(b) The initial update of the ISMS Description Document shall include any revisions to ES&H Plans/Programs (i.e., Radiation Protection Plan, Worker Safety and Health Program, etc.) and include interfaces with other equivalent plans/programs (i.e., Quality Assurance Plan) approved by DOE as required by the clause entitled Laws, Regulations, and DOE Directives.

(c) This contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract, except with respect to facilities/activities for which separate Authorization Agreement(s) are necessary. Authorization Agreements are to be used to establish, document, and control the safety requirements and other parameters for Category 2 nuclear facilities and other facilities as directed by the CO to ensure adequate protection of the workers, the public, and the environment. Updates and changes to any approved Authorization Agreements(s) shall be subject to CO approval.

(d) The contractor shall provide the necessary personal protective equipment (PPE), safety briefings, and escorts when needed for all non-NWP personnel (both Government and non-Government) to enter contractor-controlled work areas. The contractor shall be responsible for the subsequent decontamination and disposal of such PPE. The contractor shall provide medical screening of the DOE personnel if required to enter the work areas and meet the requirements of the Worker Safety and Health Program, or Radiological Protection Program.