

2. AMENDMENT/MODIFICATION NO. 0262
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 893032
 EM-Carlsbad
 EMCBC
 U.S. Department of Energy
 Carlsbad Project Office
 P.O. Box 3090
 Carlsbad NM 88221
 7. ADMINISTERED BY (If other than Item 6) CODE 03003
 EMCBC - Carlsbad
 U.S. Department of Energy
 Carlsbad Project Office
 P.O. Box 3090
 Carlsbad NM 88221

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 Nuclear Waste Partnership LLC
 Attn: JAY HART
 20501 SENECA MEADOWS PKWY
 SUITE 300
 GERMANTOWN MD 20876
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 data, 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: Section H.66 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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 09/30/2020

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, Chief Strategy Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer
15B. CONTRACTOR/OFFEROR /signature on file/	15C. DATE SIGNED 5/21/2020
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED 05/21/2020
(Signature of person authorized to sign)	(Signature of Contracting Officer)

The purpose of this modification is as follows:

- Modification 258 dated April 2, 2020, incorrectly stated: *The revised Attachment C is attached to this modification and supersedes the Attachment C revised in Modification 158.* Section J, Attachment C – Contract Deliverables should have stated Section J, Attachment **G** – Contract Deliverables. Attachment G was correctly attached to the Modification 258.
- Add new Section H.66 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state.
- Add new Section H.67 Supplemental Advance Agreement on COVID-19 Related Costs (APR 2020).
- Add new Section J – Attachment J-1 - Supplemental Advance Agreement to the Advance Understanding of Cost as a result of COVID-19 Pandemic NWP submittal CO:20:02946 dated April 27, 2020. The SAA is a supplement to Revision Four (4) of the Advance Understanding of Cost in effect under the contract.
- Add new Section J – Attachment J-2 CBFO Remobilization Plan Rev 0 effective May 8, 2020.

As a result of the above, the contract is modified as follows:

1. Section H, add new provisions H.66 and H.67 as follows:

H.66 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to Maintain Employees and Subcontractors in a Ready State.

(a) The Contractor may submit for reimbursement and the Government will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if-

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID-19.

(2) The costs are incurred from January 31, 2020 through the approved Paid Time Off currently June 16, 2020 per CBFO LTR 20-0640 Extension of Approval of NWP COVID-19 Paid Time Off Guidance dated 05/18/2020, and as extended.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement-

- (1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.
- (2) Its request reflects or will reflect as soon as known all applicable credits, including
 - (i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and
 - (ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

H.67 Supplemental Advance Agreement on COVID-19 Related Costs (APR 2020)

The National Emergency regarding the public health impacts of the COVID-19 pandemic may impact the Contractor's ability to execute work as planned under this contract. The Advance Agreement, dated April 23, 2020, is at Section J – Attachment J-1 - *Supplemental Advance Agreement – COVID-19* of this contract. The Government and the Contractor have entered into this agreement to provide clarity, consistency, and stability during a time of national crisis by capturing their joint understanding of costs that can be reasonably anticipated on the date the agreement was signed.

This agreement may need to be adjusted over time as the pandemic continues and the situation at the place of performance changes as a result of the National Emergency. Therefore, either party may propose changes that may be incorporated by mutual agreement. However, this agreement does not restrict the ability of the Contracting Officer to issue a Stop Work Order or other direction necessary to address immediate health or safety issues that may occur as the pandemic progresses.

The policies and practices incorporated into the Advance Agreement apply to all personnel regardless of job classification or representation; provided an individual is an employee of the Contractor, the terms of the Advance Agreement apply, in keeping with Section 3610 of Public Law 116-136, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The terms also apply to how subcontract costs will be treated under the contract. Because COVID-19 related costs will be charged to the contract using Change Order Accounting practices, this Advance Agreement does not impact any other advance agreement on the contractor's general accounting practices, such as an advance understanding on costs.

2. Section J is revised as follows:

- (a) Modification 258 dated April 2, 2020, incorrectly stated: *The revised Attachment C is attached to this modification and supersedes the Attachment C revised in Modification 158.* Section J, Attachment C – Contract Deliverables should have stated Section J, Attachment **G** – Contract Deliverables. Attachment G was correctly attached to Modification 258.
- (b) Add Section J – Attachment J-1 - Supplemental Advance Agreement to the Advance

Understanding of Cost as a result of COVID-19 Pandemic dated April 27, 2020, as attached.

- (c) Add Section J – Attachment J-2 - CBFO Remobilization Plan Rev 0 effective May 8, 2020, as attached.
3. All other terms and conditions of this contract remain unchanged and in full force and effect.



CO:20:02946
UFC:4250.00

April 27, 2020

Ms. Wendy Bauer, Contracting Officer
Office of Business Operations
Carlsbad Field Office
U.S. Department of Energy
P.O. Box 3090
Carlsbad, NM 88221-3090

Subject: SUBMITTAL OF SUPPLEMENTAL ADVANCE AGREEMENT TO THE ADVANCE UNDERSTANDING OF COST AS A RESULT OF THE COVID-19 NATIONAL EMERGENCY UNDER NUCLEAR WASTE PARTNERSHIP LLC PRIME CONTRACT DE-EM0001971

References: DOE Memorandum CBFO:OBO:WB:LM:20-0620 UFC 4250.00; from Ms. Wendy Bauer to Ms. M. P. Gonzales; dated March 27, 2020; subject: Partial Stop Work, Contract DE-EM0001971, Waste Isolation Pilot Plant Management and Operating Contract

DOE Memorandum CBFO:OBO:WB:LM:20-0630 UFC 4250.00; from Ms. Wendy Bauer to Ms. Marty Gonzales; dated April 22, 2020; subject: Extension to Partial Stop Work Order (Non-portable Work Only), Contract DE-EM0001971 Waste Isolation Pilot Plant, Management and Operating Contract

Dear Ms. Bauer:

In accordance with the above-referenced Memorandums, Nuclear Waste Partnership LLC (NWP) submits our Supplemental Advance Agreement (SAA) related to impacts resulting from the partial stop work order (non-portable work only) associated with COVID-19 epidemic impacts at WIPP. This SAA incorporates comments on working draft versions of the document from the Carlsbad Field Office and the Environmental Management Consolidated Business Center (EMCBC). The SAA is a supplement to Revision Four (4) of the Advance Understanding of Cost in effect under Prime Contract DE-EM0001971.

If you have any questions regarding this transmittal, please contact me at 575-706-1561.

Sincerely,

/signature on file/

M. P. Gonzales, Manager
Business Assurance and Compliance

Attachment

cc: J. R. Stroble, CBFO

Nuclear Waste Partnership LLC

CONTRACT NO. DE-EM0001971

Supplemental Advance Agreement

Per FAR 31.109

Related to Impacts Resulting From

**Partial Stop Work Order (nonportable work only) associated with COVID
epidemic impacts at WIPP**

CO Letters CBFO:OBO:WB:20-0620/0630:UFC 4250.00

Dated 03-27-2020 and April 22, 2020

Supplemental Advance Agreement
Nuclear Waste Partnership LLC
DE-EM0001971

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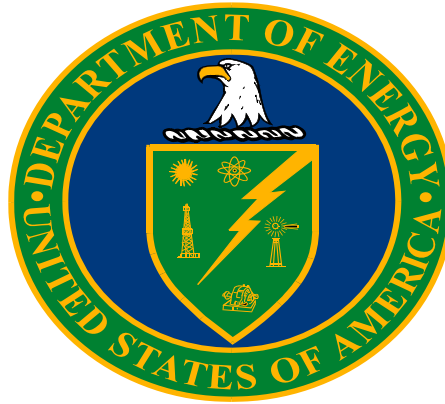
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**U. S. Department of Energy
Carlsbad Field Office**

**CBFO Remobilization Plan
Following the COVID-19 Operations**

Revision 0



Effective: May 8, 2020

Prepared by: /signature on file/
 J. R. Stroble
 Director, Office of Business Operations

 05/08/2020
 Date

Approved by: /signature on file/
 Gregory Sosson, PE
 Acting Manager, CBFO

 05/08/2020
 Date

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