

2. AMENDMENT/MODIFICATION NO. 0272	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY EM-Carlsbad EMCBC U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE	893032	7. ADMINISTERED BY (If other than Item 6)	CODE	03003
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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	(x)	9A. AMENDMENT OF SOLICITATION NO.
		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 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)

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: FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)
	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 6017
Oak Ridge TN 37831
Fund: 00000 Appr Year: 0000 Allottee: 00 Report
Entity: 000000 Object Class: 00000 Program:
0000000 Project: 0000000 WFO: 0000000 Local Use:
0000000
Period of Performance: 10/01/2012 to 09/30/2021

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) Sean Dunagan	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer
15B. CONTRACTOR/OFFEROR SEAN DUNAGAN (Affiliate) Date: 2020.09.14 <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA /signature on file/ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 09/15/2020

The purpose of this modification is to exercise Option Period 2, for the period October 1, 2020 through September 30, 2021.

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

- (1) Contract value is increased by \$296,712,580, from \$2,440,672,652.70 to \$2,737,385,232.70.
- (2) Modify Section B.2-2a Total Available Award Fee and incorporate Option Period(s) Fee Rate Table to incorporate FY2019 Final Fee Determination earned fee and FY2021 Available Fee.
- (3) Revise contract language in Section F.1 for Option Periods 2, 3, and 4.
- (4) Revise Special Contract Clause H.9 Key Personnel to delete "Chief of Mining" position, and add Federal Project Director/Contracting Officer's Representative for Capital Asset Projects.
- (5) Revise Section H.10 Technical Direction - DEAR 952.242-70 (DEC 2000)
- (6) Revise Special Contract Clause H.61 Corporate Services.
- (7) Exercise Option Period 2 - Clause I.32 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

Section B.2-2(a) Total Available Award Fee table, is modified as follows:

FROM:

- (a) The total available award fee for the base period of the contract, beginning October 1 2012, and the option periods, if exercised, is shown below.

PERFORMANCE PERIOD	Fee Percent (%)	Total Available Award Fee	Total Fee Earned (Mods 49, 96, 138, 174, 209, 238, 246)
Base Period			
October 1, 2012 – September 30, 2013	7.5	\$ 8,192,895	\$ 7,892,519.32
October 1, 2013 – September 30, 2014	7.5	\$ 8,192,895	\$ 561,266.00
October 1, 2014 – September 30, 2015	7.5	\$13,665,946	\$11,714,118.44
October 1, 2015 – September 30, 2016	7.0	\$13,485,242	\$11,294,601.37
October 1, 2016 – September 30, 2017	7.0	\$11,948,286*	\$10,744,708.20
Option Period 1			
October 1, 2017 – September 30, 2018	7.0	\$12,506,424*	\$10,790,810
October 1, 2018 – September 30, 2019	7.0	\$17,284,000*	
October 1, 2019 – September 30, 2020	7.0	\$17,622,385*	
Option Period 2			
October 1, 2020 – September 30, 2021	6.5	\$ 7,100,509	
October 1, 2021 – September 30, 2022	6.5	\$	

*Super-stretch incentives are not included in Total Available Award Fee Total

TO:

(b) The total available award fee for the base period of the contract, beginning October 1 2012, and the option periods, if exercised, is shown below.

PERFORMANCE PERIOD	Fee Percent (%)	Total Available Award Fee	Total Fee Earned (Mod 49, 96, 138, 174, 209, 238, 271)
Base Period			
October 1, 2012 – September 30, 2013	7.5	\$ 8,192,895	\$ 7,892,519.32
October 1, 2013 – September 30, 2014	7.5	\$ 8,192,895	\$ 561,266.00
October 1, 2014 – September 30, 2015	7.5	\$13,665,946	\$11,714,118.44
October 1, 2015 – September 30, 2016	7.0	\$13,485,242	\$11,294,601.37
October 1, 2016 – September 30, 2017	7.0	\$11,948,286*	\$10,744,708.20
Option Period 1			
October 1, 2017 – September 30, 2018	7.0	\$12,506,424*	\$10,790,810
October 1, 2018 – September 30, 2019	7.0	\$17,284,000*	\$14,338,935
October 1, 2019 – September 30, 2020	7.0	\$17,622,385*	
Option Period 2			
October 1, 2020 – September 30, 2021	7.0	\$16,222,385	
Option Period 3			
October 1, 2021 – March 31, 2022	7.0	\$7,311,193	
Option Period 4			
April 1, 2022 - September 30, 2022	7.0	\$7,311,193	

*Super-stretch incentives are not included in Total Available Award Fee Total

F.1 PERIOD OF PERFORMANCE, is modified as follows:

FROM:

F.1 PERIOD OF PERFORMANCE

The base period of performance for this contract is from the date that the Contractor assumes full responsibility for the Performance Work Statement (PWS) through September 30, 2017 with options to extend the term of this contract for a period of five (5) years. The options will be exercised unilaterally in accordance with Section I, FAR 52.217-9, "Option to Extend the Term of the Contract". The option periods are revised to:

Option Period 1: October 1, 2017 – September 30, 2020

Option Period 2: October 1, 2020 – September 30, 2022

The total term shall not extend beyond September 30, 2022, except as authorized by FAR 52.217-8, Option to Extend Services, and FAR 52,237-3, Continuity of Services.

The Contracting Officer shall issue a written notice to proceed. Upon issuance of the notice to proceed, the Contractor is required to proceed with the Transition Activities in Section H. The transition period is 90 days from the written notice to proceed or as extended by the Contracting Officer. If the transition period is extended, the Contracting Officer shall provide written notification of the date the Contractor assume full responsibility for the PWS in accordance with the clause in Section H entitled "Transition Activities."

TO:

F.1 PERIOD OF PERFORMANCE

The base period of performance for this contract is from the date that the Contractor assumes full responsibility for the Performance Work Statement (PWS) through September 30, 2017 with options to extend the term of this contract for a period of five (5) years. The options will be exercised unilaterally in accordance with Section I, FAR 52.217-9, "Option to Extend the Term of the Contract". The option periods are revised to:

Option Period 1: October 1, 2017 – September 30, 2020

Option Period 2: October 1, 2020 – September 30, 2021

Option Period 3: October 1, 2021 - March 31, 2022

Option Period 4: April 1, 2022 - September 30, 2022

The total term shall not extend beyond September 30, 2022, except as authorized by FAR 52.217-8, Option to Extend Services, and FAR 52,237-3, Continuity of Services.

The Contracting Officer shall issue a written notice to proceed. Upon issuance of the notice to proceed, the Contractor is required to proceed with the Transition Activities in Section H. The transition period is 90 days from the written notice to proceed or as extended by the Contracting Officer. If the transition period is extended, the Contracting Officer shall provide written notification of the date the Contractor assume full responsibility for the PWS in accordance with the clause in Section H entitled "Transition Activities."

H.9 Key Personnel (Mods 58, 77, 106, 118, 178, 205, 247, 258, 271), is modified as follows:

FROM:

H.9 KEY PERSONNEL

- (a) Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor's control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization) within the first two years of performance from the effective date of the contract (SF 33, Block 2); or for a replacement Key Personnel within two years of being placed in the position, the Contractor shall forfeit \$500,000 in fee if said Key Personnel is the Project Manager, and \$250,000 in fee for each removal, replacement, or diversion of all other key personnel within two years after effective date of the contract or within two years of being placed in the position.
- (b) The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting (diverting is defined as non-contract work *in excess of 10 continuous days, not to exceed 30 working days in any performance year*, and not more than two Key Personnel can be diverted at the same time) any of the listed or specified personnel, the Contractor must: (1) notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management

team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

The list of personnel in paragraph (d) below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

- (c) List of Key Personnel – the individuals listed below are considered Key Personnel for this contract:

<u>Name</u>	<u>Title</u>
Sean Dunagan	President and Project Manager
Mark Pearcy	Deputy Project Manager and Chief Operating Officer
Donald McBride	Operations Manager
Keith Stone	TRU Waste Program Manager
Pete Graham	Chief Mining Officer

TO:

H.9 KEY PERSONNEL

- (d) Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor's control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization) within the first two years of performance from the effective date of the contract (SF 33, Block 2); or for a replacement Key Personnel within two years of being placed in the position, the Contractor shall forfeit \$500,000 in fee if said Key Personnel is the Project Manager, and \$250,000 in fee for each removal, replacement, or diversion of all other key personnel within two years after effective date of the contract or within two years of being placed in the position. **Fee forfeiture for Key Personnel, including removed, replaced, or diverted is waived during Option Period 3 (October 1, 2021 to March 31, 2022) and Option Period 4 (April 1, 2022 to September 30, 2022).**
- (e) The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting (diverting is defined as non-contract work *in excess of 10 continuous days, not to exceed 30 working days in any performance year*, and not more than two Key Personnel can be diverted at the same time) any of the listed or specified personnel, the Contractor must: (1) notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

The list of personnel in paragraph (d) below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

- (f) List of Key Personnel – the individuals listed below are considered Key Personnel for this contract:

<u>Name</u>	<u>Title</u>
Sean Dunagan	President and Project Manager
Mark Pearcy	Deputy Project Manager and Chief Operating Officer
Donald McBride	Operations Manager
Keith Stone	TRU Waste Program Manager

- (g) Contractor shall provide the services of an entity to provide Contractor with a key competency in safe and efficient underground mine operations. The provider shall give guidance and direction regarding underground operations, safety (including ground control), design, planning, and modernization. The service provider shall have significant presence on-site at the Waste Isolation Pilot Plant and timely access to additional home office expertise. Contractor shall submit the proposed provider's expertise, experience, and competencies for DOE concurrence. If the contractor fails to maintain the key competency for a period of two (2) years following the consent to award of a subcontract for the key competency service provider, or the last day of the contract, whichever is earliest, the Contractor shall forfeit \$250,000 in fee. **Fee forfeiture for failing to maintain the key competency mining entity is waived during Option Period 3 (October 1, 2021 to March 31, 2022) and Option Period 4 (April 1, 2022 to September 30, 2022).**

Section H.10 TECHNICAL DIRECTION - DEAR 952.242-70 (DEC 2000) (Mods 25, 32, 65, 80, 95, 128, 195, 254, 271), paragraph (b), is modified as follows:

FROM:

- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

COR Designations (Mods 25, 32, 65, 95, 128, 195, 208, 254)

Donald C. Gadbury – Primary COR for the entire contract – Level III Certification (designated July 24, 2019)

Alternate COR - TBD

COR for Litigation Management Plan only – TBD

TO:

- (c) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

COR Designations

Donald C. Gadbury – Primary COR for the entire contract – Level III Certification (designated July 24, 2019)

Janelle Armijo, Federal Project Director, Capital Asset Projects - Level III Certification (designated July 28, 2020)

COR for Litigation Management Plan only – TBD

H.47 CONTRACTOR COMMUNITY COMMITMENT, is modified as follows:

H.61 CORPORATE SERVICES (Mods 187 and 271), is modified as follows:

FROM:

H.61 CORPORATE SERVICES (JUL 2017)

The Contractor shall provide the following corporate services over the 5 year option periods in the amount of \$1.3M at no additional cost to DOE. Upon CBFO approval these services can carry-over from option period one if needed. The \$1.3 million shall be divided out by \$780k for Option Period One (1) and \$520k for Option Period Two (2). These services will be mutually agreed upon and may include but are not limited to:

- Shaft and Filter Building Design
- Engineering and Design Oversight
- A&E Oversight for the Capital Asset Project Construction and Commissioning
- Host International symposium on repository development (3-day Conference to be held in 2020 in Carlsbad. Include one day devoted to mining safety.)
- Annual Corporate team review of critical programs (tied to AIB JONs) – e.g. Fire Protection, Emergency Management, Radcon

The services shall also include similar services for the General Plant Projects.

TO:

H.61 CORPORATE SERVICES (JUL 2017)

The Contractor shall provide the following corporate services during Option Period 1 (October 1, 2017 through September 30, 2020) and Option Period 2 (October 1, 2020 through September 30, 2021) in the amount of \$1,040,000 at no additional cost to DOE. Upon CBFO approval these services can carry-over from option period one if needed. The \$1,040,000 shall be divided out by \$780k for Option Period 1 and \$260k for Option Period 2.

These services will be mutually agreed upon and may include but are not limited to:

- Shaft and Filter Building Design
- Engineering and Design Oversight
- A&E Oversight for the Capital Asset Project Construction and Commissioning
- Host International symposium on repository development
- Annual Corporate team review of critical programs (tied to AIB JONs) – e.g. Fire Protection, Emergency Management, Radcon

The services shall also include similar services for the General Plant Projects.

All other contract terms and conditions remain unchanged.

Changes to Section B.2-2(b) Transition Cost, Anticipated Funding, and Total Available Award Fee					
	Actual Funding (original)	increase/decrease	Actual Funding (current)	Anticipated Funding	Annual Fee Base***
CLIN 1: Transition					
July 1, 2012 - September 30, 2012	\$ 1,553,670.00		\$ 1,553,670.00	\$ 1,553,670.00	
CLIN 2: Base Period – Site Operations					
October 1, 2012 through September 30, 2013	\$ 141,902,556.74		\$ 141,902,556.74	\$ 141,902,556.74	\$ 109,238,604.00
Funding transferred from WTS contract	\$ 7,995,864.65		\$ 7,995,864.65	\$ 7,995,864.65	
Funding from other DOE entities per H.55	\$ 11,373,074.35		\$ 11,373,074.35	\$ 11,373,074.35	
October 1, 2013 through September 30, 2014	\$ 139,265,040.00		\$ 139,265,040.00	\$ 139,265,040.00	\$ 109,238,604.00
WBS 1.7 PMB for Recovery Activities (CLIN 4)	\$ 31,148,035.00		\$ 31,148,035.00	\$ 31,148,035.00	
Funding from other DOE entities per H.55	\$ 1,232,980.92		\$ 1,232,980.92	\$ 1,232,980.92	
October 1, 2014 through September 30, 2015	\$ 121,492,804.86		\$ 121,492,804.86	\$ 121,492,804.86	\$ 100,097,068.00
Funding for OPC: PVS (OPC) (CLIN 5)	\$ 5,020,310.96		\$ 5,020,310.96	\$ 5,020,310.96	
WBS 1.7 PMB for Recovery Activities (CLIN 4)	\$ 120,734,157.96		\$ 120,734,157.96	\$ 120,734,157.96	\$ 82,115,542.00
WBS 1.7 Recovery funding for FY15 OPC PVS (CLIN 5)	\$ 1,979,689.04		\$ 1,979,689.04	\$ 1,979,689.04	
Funding from other DOE entities per H.55	\$ 5,551,193.66		\$ 5,551,193.66	\$ 5,551,193.66	
October 1, 2015 through September 30, 2016	\$ 144,160,062.29		\$ 144,160,062.29	\$ 144,160,062.29	\$ 117,758,978.00
Funding from other DOE entities per H.55	\$ 8,161,085.26		\$ 8,161,085.26	\$ 8,161,085.26	
October 1, 2016 through September 30, 2017	\$ 189,022,916.02		\$ 189,022,916.02	\$ 189,022,916.02	\$ 109,238,604.00
Funding from other DOE entities per H.55	\$ 10,486,306.09		\$ 10,486,306.09	\$ 10,486,306.09	
TOTALS	\$ 939,526,077.80		\$ 939,526,077.80	\$ 939,526,077.80	\$ 627,687,400.00
CLIN 3: Option Period 1 – Site Operations POP: October 1, 2017 through September 30, 2020					
October 1, 2017 through September 30, 2018				\$ 208,912,137.00	\$ 178,663,201.00
PBS 80 Operations - 1110954	\$ 171,927,622.00		\$ 171,927,622.00	\$ 171,927,622.00	
PBS 81 CCP - 1110956	\$ 10,009,774.00		\$ 10,009,774.00	\$ 10,009,774.00	
PBS 83 Infrastructure - 1111702	\$ 11,485,736.00		\$ 11,485,736.00	\$ 11,485,736.00	
PBS 90 Transportation - 1110957	\$ 9,383,771.00		\$ 9,383,771.00	\$ 9,383,771.00	
PBS 20 Security - 1111094	\$ 3,778,206.83		\$ 3,778,206.83	\$ 3,778,206.83	
PBS 20 Security - 1111098	\$ 2,327,027.17		\$ 2,327,027.17	\$ 2,327,027.17	
Funding from other DOE entities per H.55	\$ 20,617,724.13		\$ 20,617,724.13	\$ 20,617,724.13	
October 1, 2018 through September 30, 2019				\$ 250,326,217.83	\$ 192,628,912.00
PBS 80 Operations - 1110954	\$ 177,034,413.90		\$ 177,034,413.90	\$ 177,034,413.90	
PBS 81 CCP - 1110956	\$ 9,593,716.00		\$ 9,593,716.00	\$ 9,593,716.00	
PBS 83 Infrastructure - 1111702	\$ 46,695,000.00		\$ 46,695,000.00	\$ 46,695,000.00	
PBS 90 Transportation - 1110957	\$ 10,804,321.93		\$ 10,804,321.93	\$ 10,804,321.93	
PBS 20 Security - 1111094	\$ 5,241,321.02		\$ 5,241,321.02	\$ 5,241,321.02	
PBS 20 Security - 1111098	\$ 957,444.98		\$ 957,444.98	\$ 957,444.98	
Funding from other DOE entities per H.55	\$ 33,201,853.80		\$ 33,201,853.80	\$ 33,201,853.80	
October 1, 2019 through September 30, 2020				\$ 224,512,234.00	\$ 191,748,358.00
PBS 80 Operations - 1110954	\$ 182,231,193.68		\$ 182,231,193.68		
PBS 81 CCP - 1110956	\$ 10,577,166.00		\$ 10,577,166.00		
PBS 83 Infrastructure - 1111702	\$ 17,500,000.00		\$ 17,500,000.00		
PBS 90 Transportation - 1110957	\$ 8,418,898.00		\$ 8,418,898.00		
PBS 20 Security - 1111094	\$ 4,113,976.00		\$ 4,113,976.00		
PBS 20 Security - 1111098	\$ 1,573,024.00		\$ 1,573,024.00		
Funding from other DOE entities per H.55	\$ 12,588,898.14		\$ 12,588,898.14	\$ 12,588,898.14	
TOTALS	\$ 750,061,088.58	\$ -	\$ 750,061,088.58	\$ 750,159,064.90	\$ 563,040,470.58
CLIN 4: WBS. 1.7 Performance Measurement Baseline for Recovery					
Activities - BASE Period					
FY14 WIPP Recovery Project WBS 1.7, Fee, MR: (Note: FY14 funding was obligated to CLIN 2 in STRIPES before Mod 94)	\$ -		\$ -	\$ -	
FY15 WIPP Recovery Project WBS 1.7, Fee, MR - (Note: FY15 funding was obligated to CLIN 2 in STRIPES before Mod 94)	\$ -		\$ -	\$ -	
FY16 WIPP Recovery Project WBS 1.7, Fee, MR	\$ 80,182,220.00		\$ 80,182,220.00	\$ 80,182,220.00	\$ 69,087,329.00
FY17 WIPP Recovery Project WBS 1.7, Fee, MR	\$ 15,300,000.00		\$ 15,300,000.00	\$ 15,300,000.00	
Option period - FY18 WIPP WBS 1.7, Fee, PMB (to CLIN 6)	\$ -		\$ -	\$ -	
TOTALS	\$ 95,482,220.00	\$ -	\$ 95,482,220.00	\$ 95,482,220.00	\$ 69,087,329.00
CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent SSCVS					
System and Utility Shaft - BASE Period					
FY15 CAP 15-D-411 SSCVS	\$ 12,000,000.00		\$ 12,000,000.00	\$ 12,000,000.00	
FY16 CAP 15-D-411 SSCVS	\$ 23,218,000.00		\$ 23,218,000.00	\$ 23,218,000.00	\$ 3,400,000.00
FY17 CAP 15-D-411 SSCVS	\$ 2,532,000.00		\$ 2,532,000.00	\$ 2,532,000.00	
FY15 CAP 15-D-412 Utility Shaft	\$ 4,000,000.00		\$ 4,000,000.00	\$ 4,000,000.00	
FY16 CAP 15-D-412 Utility Shaft	\$ 7,500,000.00		\$ 7,500,000.00	\$ 7,500,000.00	\$ 2,400,000.00
FY17 CAP 15-D-412 Utility Shaft	\$ 30,000,000.00		\$ 30,000,000.00	\$ 30,000,000.00	
FY17 OPC (PBS 80) SSCVS	\$ 2,000,000.00		\$ 2,000,000.00	\$ 2,000,000.00	
FY17 OPC (PBS 80) Utility Shaft	\$ 1,500,000.00		\$ 1,500,000.00	\$ 1,500,000.00	
TOTALS	\$ 82,750,000.00	\$ -	\$ 82,750,000.00	\$ 82,750,000.00	\$ 5,800,000.00

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CLIN 6: - Option Period - WBS. 1.7 Performance Measurement						
Baseline for Recovery Activities - RESERVED						
FY18 WIPP Recovery Project WBS 1.7, Fee, MR	\$	-	\$	-	\$	-
CLIN 7: Option Period 2 – Site Operations						
Option Period 2 - October 1, 2020 through September 30, 2021	\$	-	\$	-	\$	269,636,200.00 \$ 191,000,000.00
PBS 80 Operations - 1110954			\$	-		
PBS 81 CCP - 1110956			\$	-		
PBS 83 Infrastructure - 1111702			\$	-		
PBS 90 Transportation - 1110957			\$	-		
PBS 20 Security - 1111094			\$	-		
PBS 20 Security - 1111098			\$	-		
Funding from other DOE entities per H.55			\$	-		
CLIN 13: Option Periods 3 and 4 (6 mos options) – Site Operations						
Option Periods 3/4 - October 1, 2021 through September 30, 2022	\$	-	\$	-	\$	245,000,000.00 \$ 191,000,000.00
PBS 80 Operations - 1110954			\$	-		
PBS 81 CCP - 1110956			\$	-		
PBS 83 Infrastructure - 1111702			\$	-		
PBS 90 Transportation - 1110957			\$	-		
PBS 20 Security - 1111094			\$	-		
PBS 20 Security - 1111098			\$	-		
Funding from other DOE entities per H.55			\$	-		
TOTALS	\$	-	\$	-	\$	514,636,200.00 \$ 382,000,000.00
CLIN 8: Option Period 1 - WBS. 1.8 CAP 15-D-411 SSCVS						
FY18 CAP 15-D-411 SSCVS	\$	86,000,000.00	\$	86,000,000.00	\$	86,000,000.00
FY18 OPC (PBS80) SSCVS	\$	2,700,000.00	\$	2,700,000.00	\$	2,700,000.00
FY19 CAP 15-D-411 SSCVS	\$	84,212,000.00	\$	84,212,000.00	\$	84,212,000.00
FY19 OPC (PBS80) SSCVS	\$	2,500,000.00	\$	2,500,000.00	\$	2,500,000.00
FY20 CAP 15-D-411 SSCVS	\$	58,054,000.00	\$	58,054,000.00	\$	58,054,000.00
FY20 OPC (PBS80) SSCVS	\$	-	\$	-	\$	3,700,000.00
TOTALS	\$	233,466,000.00	\$	-	\$	233,466,000.00 \$ 237,166,000.00
CLIN 9: Option Period 1/2 - WBS. 1.8 CAP 15-D-412 Utility Shaft						
FY18 CAP 15-D-412 Utility Shaft	\$	19,600,000.00	\$	19,600,000.00	\$	19,600,000.00
FY18 OPC (PBS80) Utility Shaft	\$	1,900,000.00	\$	1,900,000.00	\$	1,900,000.00
FY19 CAP 15-D-412 Utility Shaft	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00
FY19 OPC (PBS80) Utility Shaft	\$	600,000.00	\$	600,000.00	\$	600,000.00
FY20 CAP 15-D-412 Utility Shaft	\$	44,500,000.00	\$	44,500,000.00	\$	44,500,000.00
FY20 OPC (PBS80) Utility Shaft						
TOTALS	\$	67,600,000.00	\$	-	\$	67,600,000.00 \$ 67,600,000.00
CLIN 10: Option Period 2 - WBS 1.8 CAP 15-D-411 SSVCS						
FY21 CAP 15-D-411 SSVCS	\$	-	\$	-	\$	-
FY21 OPC (PBS80) SSVCS	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	-
CLIN 11: Option Period 2 - WBS 1.8 CAP 15-D-412 US						
FY21 CAP 15-D-412 Utility Shaft	\$	-	\$	-	\$	48,512,000.00
FY21 OPC (PBS80) Utility Shaft	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	48,512,000.00
CLIN xx: Option Period 2 - WBS. 1.8 CAP 15-D-xxx Hoisting Cap						
FY21 CAP 15-D-xxx Hoisting Capability	\$	-	\$	-	\$	-
FY21 OPC (PBS80) Hoisting Capability	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	-
Grand Totals	\$	2,170,439,056.38	\$	-	\$	2,170,439,056.38 \$ 2,737,385,232.70