

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00077	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (<i>If applicable</i>)
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 (<i>If other than Item 6</i>) 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 (<i>No., street, county, State and ZIP Code</i>) SALADO ISOLATION MINING CONTRACTORS, LLC Attn: Marty Gonzales 12011 SUNSET HILLS RD STE 110 Reston VA 201905919		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (<i>SEE ITEM 11</i>)	
CODE MHKNRXGKCTS6		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303322DEM000077	
FACILITY CODE		10B. DATED (<i>SEE ITEM 13</i>) 07/11/2022	

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: (<i>Specify authority</i>) 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 (<i>such as changes in paying office, appropriation data, etc.</i>) 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: I.227 DEAR 970.5243-1 Changes (Jul 2009) and FAR 43.103(a) Bilateral Modification
	D. OTHER (<i>Specify type of modification and authority</i>)

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

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

UEI: MHKNRXGKCTS6

see page 2.

Payment:

Period of Performance: 11/08/2022 to 11/07/2026

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 (<i>Type or print</i>) Mike Rocha, Vice President & BI Manager (Signature of person authorized to sign)	16A. NAME AND TITLE OF CONTRACTING OFFICER (<i>Type or print</i>) Daniel D. Burke (Signature of Contracting Officer)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 09/11/2025

Previous edition unusable

The purpose of this modification is to provide various changes to the contract. The contract is modified in accordance with I.227 DEAR 970.5243-1 Changes (Jul 2009), and in accordance with FAR 43.103 (a) Bilateral modification; revised as follows:

1. Section H, H.74 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT, is revised as follows:

From:

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed price subcontracts. The audit shall be conducted by the unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed price subcontracts at all tiers.

To:

~~The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non fixed price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them.~~

~~The Contractor shall ensure that Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work and ensure the accurate records can be obtained by the Contractor for the purpose of surveillance and audits. The time-keeping records must demonstrate, at a minimum, accurate actual hours worked by the employee and approval by~~

the subcontract employees' supervisor. This record must be obtained and reviewed by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed price subcontracts. The audit shall be conducted by the unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed price subcontracts at all tiers.

2. Section H, H.80 was numbered incorrectly in Contract Modification 071, Paragraph 3. This clause is revised as follows:

From:

H.80 WORK PERFORMED UNDER SECTION C, PERFORMANCE WORK STATEMENT, NOT FUNDED BY THE CARLSBAD FIELD OFFICE

To:

H.90 WORK PERFORMED UNDER SECTION C, PERFORMANCE WORK STATEMENT, NOT FUNDED BY THE CARLSBAD FIELD OFFICE

3. Section I, I.2 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020), Table I-1. Clauses, is revised as follows:

I.63	52.222-9	Apprentices and Trainees	Excludes paragraph (c)
I.65	52.222-11	Subcontracts (Labor Standards) (MAY 2014) (DEVIATION FEB 2025)	
I.66	52.222-12	Contract Termination—Debarment (MAY 2014) (DEVIATION FEB 2025)	
I.73	52.222-21	Prohibition of Segregated Facilities (Apr 2015) RESERVED	
I.74	52.222-26	Equal Opportunity (Sept 2016) RESERVED	
I.86	52.223-2	Affirmative Procurement Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)	
I.91	52.223-10	Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)	
I.100	52.223-19	Compliance with Environmental Management Systems (May 2011) RESERVED	
I.141	52.244-6	Subcontracts for Commercial Items Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)	

4. Section J, Attachment 7 – Site Services and Interface Requirements, Part B: WIPP M&O Interfaces, Table J-7, is revised as follows:

From:

Interface	WIPP M&O	Interface Participant
Environmental Compliance	<p>Environmental Compliance 1. Maintain agreements with state certified Contract Laboratories to support environmental monitoring requirements of the HWFP; with the Carlsbad Environmental Monitoring and Research Center, which is a division of the College of Engineering at New Mexico State University to support VOC, Hydrogen, and Methane analysis, and for WIPP Laboratory lease agreements.</p>	<p>Carlsbad Environmental Monitoring and Research Center (CEMRC):</p> <ol style="list-style-type: none"> 1. Conduct environmental and human health monitoring 2. Provide analytical assistance and laboratory space for Sandia National Laboratories, Los Alamos National Laboratory and WIPP Labs.

To:

Interface	WIPP M&O	Interface Participant
Environmental Compliance	<p>Environmental Compliance 1. Maintain agreements with state certified Contract Laboratories to support environmental monitoring requirements of the HWFP; with the Carlsbad Environmental Monitoring and Research Center, which is a division of the College of Engineering at New Mexico State University to support VOC, Hydrogen, and Methane analysis, and for WIPP Laboratory lease agreements.</p> <p>Comply with Section C.7.4.2 of the contract.</p>	<p>Carlsbad Environmental Monitoring and Research Center (CEMRC) Contract Laboratories:</p> <ol style="list-style-type: none"> 1. Conduct environmental and human health monitoring. 2. Provide analytical assistance and approved laboratory space for Sandia National Laboratories, Los Alamos National Laboratory and WIPP Labs.

End of Changes

All other terms and conditions remain unchanged, in full force and effect.