

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0106	3. EFFECTIVE DATE 06/09/2015	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)	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.	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 9 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.9 Key Personnel - Part (c) consent of the contracting parties to amend Part (d)
	D. OTHER (Specify type of modification and authority)

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 purpose of this modification is to revise Special Contract Clause H. 9 Key Personnel to incorporate changes to key personnel requested by the contractor on March 31, 2015, and subsequently approved by the Contracting Officer in writing on April 13, 2015, with an effective date of June 9, 2015. See page 2.

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 09/30/2017

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) Exemption 6	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vicki D. Snow
15B. CONTRACTOR/OFFEROR Exemption 6	15C. DATE SIGNED 6/9/15
	16B. UNITED STATES OF AMERICA Exemption 6
	16C. DATE SIGNED 6/10/15

Background:

On March 31, 2015, the contractor requested DOE approve a change to Clause H.9 *Key Personnel*, to revise the President and Project Manager for the contract from Robert McQuinn to Phillip J. Breidenbach with an effective date of June 9, 2015.

The DOE approved the request on April 13, 2015 with an effective date of June 9, 2015, contingent upon the successful closure of Panel 6 and Panel 7, Room 7. One-half of the fee forfeiture in Clause H.9 for replacing Mr. McQuinn prior to two years is waived since Mr. McQuinn was President and Project Manager for one full year. The remaining one half of the fee forfeiture will be waived contingent upon Mr. McQuinn's staying engaged through his intimate involvement in future Waste Isolation Pilot Plant (WIPP) Recovery and as a participant of the Board of Managers for a minimum of one year. Mr. McQuinn is expected to frequently visit WIPP in performing this support, as committed to in the March 31, 2015 request, with monthly visits, on average.

Contract Changes:

Clause H.27 *Key Personnel*, Part (d) is revised as shown below to incorporate the change to the contract.

FROM: (Modification 77)

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

<u>Name</u>	<u>Title</u>
Robert McQuinn	President and Project Manager
James Blankenhorn	Deputy Project Manager and Recovery Project Manager
Scott Kennedy	Operations Manager
Farok Sharif	TRU Waste Program Manager
Tammy Reynolds	Deputy Recovery Project Manager

TO: (Modification 106)

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

<u>Name</u>	<u>Title</u>
Phillip J. Breidenbach	President and Project Manager
James Blankenhorn	Deputy Project Manager and Recovery Project Manager
Scott Kennedy	Operations Manager
Farok Sharif	TRU Waste Program Manager
Tammy Reynolds	Deputy Recovery Project Manager

The revised clause is provided on Page 3.

H.9 KEY PERSONNEL (Mod 58, 77, 106)

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

Name

Title

Phillip J. Breidenbach	President and Project Manager
James Blankenhorn	Deputy Project Manager and Recovery Project Manager
Scott Kennedy	Operations Manager
Farok Sharif	TRU Waste Program Manager
Tammy Reynolds	Interim Recovery Project Manager