

|   |                                    |   |  |
|---|------------------------------------|---|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE                                       | PAGE OF PAGES<br>1   4                 |
| 2. AMENDMENT/MODIFICATION NO.<br>0138   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.                          | 5. PROJECT NO. (If applicable)         |
| 6. ISSUED BY<br>EMCBC - Carlsbad<br>U.S. Department of Energy<br>Carlsbad Project Office<br>P.O. Box 3090<br>Carlsbad NM 88221  | CODE<br>03003                      | 7. ADMINISTERED BY (If other than Item 6)                 | CODE                                   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>NUCLEAR WASTE PARTNERSHIP LLC<br>Attn: Marty Gonzales<br>Nuclear Waste Partnership<br>106 Newberry Street SW<br>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.<br>DE-EM0001971 | 10B. DATED (SEE ITEM 13)<br>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)<br>Clause I.137 DEAR 970.5215-1 - Incorporate FY15 Fee Determination  |

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 incorporate the Fee Determination Official's final determination of performance fee earned by the contractor for the period October 1, 2014 through September 30, 2015. For Fiscal Year 2015, the contractor has earned fee of \$11,714,118.44 out of available fee of \$13,665,946.00. See following pages.

**LIST OF CHANGES:**

Continued ...

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)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Vicki D. Snow               |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  |
|   | 16B. UNITED STATES OF AMERICA<br><b>Exemption 6</b><br>(Signature of Contracting Officer) |
|   | 16C. DATE SIGNED<br>4-14-2016   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0001971/0138

PAGE OF  
2 4

NAME OF OFFEROR OR CONTRACTOR  
NUCLEAR WASTE PARTNERSHIP LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | Reason for Modification : Other Administrative Action<br>Total Amount for this Modification: \$0.00<br>New Total Amount for this Version: \$0.00<br>New Total Amount for this Award: \$1,658,736,663.40<br>Incremental Funded Amount changed: from \$728,452,052.40 to \$0.00<br>Payment:<br>OR for EMCBC<br>U.S. Department of Energy<br>Oak Ridge Financial Service Center<br>P.O. Box 5777<br>Oak Ridge TN 37831<br>Period of Performance: 10/01/2012 to 09/30/2017 |                 |             |                   |               |

In Section B.2-2 (a) of the contract, fee of \$13,665,946.00 is available for FY15 for the contractor to earn through the completion of performance-based objectives and subjective award fee criteria as described in the FY15 Performance Evaluation and Measurement Plan (PEMP). In accordance with the requirements in the PEMP, the Fee Determination Official determined that the contractor earned award fee and fee for performance-based incentives (PBIs) as follows:

**Available Award Fee for subjective criteria in this period: \$3,416,486.00 Earned: \$2,519,658.44**

**Table 1: Subjective (Award Fee) Criteria Summary Table**

| Criteria                   | Maximum Available Fee | Adjectival Rating | Fee Determined from Adjectival Ratings |                       |
|----------------------------|-----------------------|-------------------|--|-----------------------|
|                            |                       |                   | Percentage                             | Fee Amount            |
| 1.0 Mission Performance    | \$854,121.50          | Good              | 75%                                    | \$640,591.13          |
| 2.0 Management Performance | \$854,121.50          | Good              | 70%                                    | \$597,885.05          |
| 3.0 ES&H Performance       | \$854,121.50          | Good              | 75%                                    | \$640,591.13          |
| 4.0 Cost Control           | \$854,121.50          | Good              | 75%                                    | \$640,591.13          |
| <b>Total</b>               | <b>\$3,416,486.00</b> |                   |  | <b>\$2,519,658.44</b> |

**Available Fee for Performance-Based Incentives for this period: \$10,249,460 Earned: \$9,194,460**

**Table 2: Performance-Based Incentives**

| Metric       | Title   | Maximum Available Fee | Fee Earned         |
|--------------|---|-----------------------|--------------------|
| 1            | For the completion and progress of WIPP site Recovery (i.e., Interim (skid-mounted), supplemental, and permanent underground ventilation systems, Panel 6 initial closure, Room 7 of Panel 7 closure, etc.) | \$4,450,000           | \$3,810,000        |
| 2            | For cubic meters of TRU waste certified in excess of 500 cubic meters CH and 2.5 cubic meters RH during the performance period  | \$253,348             | \$253,348          |
| 3            | For reducing preventive and corrective maintenance backlogs   | \$550,000             | \$550,000          |
| 4            | For addressing equipment register issues  | \$500,000             | \$500,000          |
| 5            | For upgrade/revitalization activities that improve the site material condition and support extended future WIPP operations (e.g., correcting fire impairments in a timely manner)                           | \$3,546,112           | \$3,131,112        |
| 6            | For developing a CBFO-approved Performance Measurement Baseline of the WIPP Recovery Plan   | \$200,000             | \$200,000          |
| 7            | For submittal of a Conceptual Design Report and all documents to achieve CD-1 approval for the Permanent Ventilation System Capital Asset Project   | \$750,000             | \$750,000          |
| <b>Total</b> | <b>Maximum Available PBI Fee</b>  | <b>\$10,249,460</b>   | <b>\$9,194,460</b> |

Summary of fee earned:

| PEMP Fee Type                       | Maximum Available Fee  | Fee Amount             | Percentage of Maximum Available Fee |
|-------------------------------------|------------------------|------------------------|-------------------------------------|
| Objective Criteria (PBI) Fee Earned | \$10,249,460.00        | \$9,194,460.00         | 89.7%                               |
| Subjective Criteria (Award Fee)     | \$3,416,486.00         | \$2,519,658.44         | 73.75%                              |
| <b>TOTAL FEE</b>                    | <b>\$13,665,946.00</b> | <b>\$11,714,118.44</b> | <b>85.7%</b>                        |

Fee of \$1,951,827.56 unearned during the period shall not be returned to the fee pool nor carried over to additional performance periods and will be forfeited.

All other contract terms and conditions remain unchanged.