

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Business Services Division U.S. Department of Energy Business Services Division P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Incorporated County Of Los Alamos Attn: Robert K. Westervelt 1000 Central Ave Ste 300 LOS ALAMOS NM 87544		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 069423424 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-85AL26078
			10B. DATED (SEE ITEM 13) 09/11/2012

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)

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: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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.)

SEE ATTACHMENT B "Modification Description"

Payment:

OR for NNSA

U.S. Department of Energy

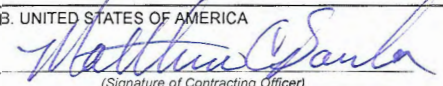
Oak Ridge Financial Service Center

P.O. Box 5807

Oak Ridge TN 37831

Period of Performance: 07/01/1985 to 06/30/2025

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) Matthew C. Barela	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/6/18

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

ATTACHMENT A

## ATTACHMENT B "Modification Description"

### Electric Energy and Power Coordination Agreement

**A. Pursuant to the authority "Mutual Agreement of the Parties".** The purpose of this modification is to (1) ADD ARTICLE XVI - Western Electric Coordinating Council Compliance and Peak Reliability Services (2) ADD ARTICLE XVII - Carbon Free Power Project (CFPP), (3) revise Attachment A Exhibit A, Schedule 3, Rev. 2, (4) insert new Attachment A Exhibit B, Schedule 4.1 Rev. 0, (6) Remove Attachment A, Exhibit A, Schedule 1.1, TA-3 Generating Plant Units 1, 2, and 3.

**B. As a result of Paragraph A, the contract is more specifically modified as follows:**

#### **Part I Schedule – Adding Article XVI Western Electric Coordinating Council Compliance and Peak Reliability Services and Article XVII Carbon Free Power Project (CFPP)**

(1) ARTICLE XVI- Western Electric Coordinating Council Compliance and Peak Reliability Services

The Western Electricity Coordinating Council (WECC) is the Regional Entity for the Western Interconnection responsible for compliance monitoring and enforcement. NNSA is registered as a Transmission Owner (TO) and Transmission Operator (TOP) with WECC. As a registered entity, NNSA is responsible for compliance with all requirements of the WECC standards that are applicable to their function for which they are registered. NNSA is required to self-certify annually for all registered functions and WECC conducts compliance audits of the TO/TOPs per their schedule. As part of the ECA, the County provides and is responsible for the operation and maintenance of the Supervisory Control and Data Acquisition (SCADA) software system and the Backup Control Center that support the NNSA TOP function at LANL. The SCADA system and the Backup Control Center provide critical functions that are needed to meet the WECC TOP requirements related to Critical Infrastructure Protection and cybersecurity requirements. Operating Procedure C15, NERC CIP Compliance and Electric SCADA System Maintenance includes details on the WECC requirements applicable to the transmission system.

The parties agree to the following terms to ensure compliance with the applicable WECC standards and/or requirements:

Each party shall comply with the North American Electric Reliability Corporation and Western Electric Coordinating Council (WECC) standards where applicable, for the safe and reliable operation of the electric distribution/transmission system. NNSA will notify the County, when new standards or modifications to standards are applicable. The NNSA/County Operating Procedures will be updated to identify the requirements and who is the responsible party to implement, as necessary.

NNSA and the County shall be responsible for the maintenance and operation of their respective transmission facilities. Incurrence of significant costs relating to operation or maintenance of Pool transmission facilities will be reviewed and approved pursuant to the NNSA/County Operating Committee procedures for budgeting and planning. (Reference Operating Procedure C5, 1.1, Transmission System Operation and Maintenance) Attachment A, Exhibit A, Schedule 3, Rev 3 identifies the NNSA transmission arrangements and substations. Attachment A, Schedule 4.0, Rev 2 identifies the County transmission arrangements and substations.

As the registered entity with WECC, NNSA shall be the lead party responsible for the annual self-certification and audits including (1) communication with WECC regarding any issues or concerns; (2)

submitting the required documentation; and (3) coordinating with the County in a timely manner. The County shall provide the appropriate documentation to support NNSA within the required timeframes as communicated by NNSA.

Peak Reliability (Peak) serves as the Reliability Coordinator, as defined by the North American Electric Reliability Corporation, and as delegated by the Western Electricity Coordinating Council (WECC), for the Western Interconnection. The NNSA signed the Peak Reliability Coordinator Funding Agreement in July 2015. As a registered TOP/TQP, NNSAL must pay for Peak's services in accordance with the Funding Agreement. The monthly payment for the reliability coordination service will be included as a pool expense.

(2) Article XVII -Carbon Free Power Project (CFPP)

The Los Alamos Power Pool Operating Committee approved a not to exceed budget of \$145,540 to be used for Phase 1, the fatal flaw analysis for the Carbon Free Power Project at the preferred site in Idaho to evaluate the potential for this future resource to serve the Los Alamos Power Pool. The fatal flaw analysis will be used to determine the viability of a CFPP project as a future pool asset. The analysis evaluates the region of interest, land use agreement for the preferred site in Idaho, development of water acquisition strategy, and UAMPS - NuScale cost share agreement.

The parties agree that costs associated with the initial Fatal Flaw Analysis is in accordance with Exhibit C Miscellaneous Costs of Mutual Benefit, cost associated with studies and meetings with the planning for resources and facilities, the parties agree these costs will be allocated 50 percent demand and 50 percent energy.

Further participation in the project as defined in the UAMPS CFPP Power Sales Contract for the Development period will covered by a separate agreement or modification of the ECA.

**Part III Exhibits are revised as followed:**

(3) Exhibit A, Schedule 3, Rev. 2 DOE 115 KV TRANSMISSION AND SUBSTATION FACILITIES

Exhibit A, Schedule 3, Rev. 2 is revised to include additional resources associated with the STA and WTA. Modification 17 recognizes the STA-WTA link but Attachment A was not updated. The attachment is revised and incorporated as Attachment A, Exhibit A, Schedule 3, Rev. 3 DOE 115 KV TRANSMISSION AND SUBSTATION FACILITIES

(4) Insert Exhibit B, Schedule 4.1 Rev. 0

Exhibit B, Schedule 4.1 Rev. 0 is incorporated to recognize the Los Alamos County's transmission/distribution asset as an approved resource.

(5) Exhibit A, Schedule 1.1, TA-3 Generating Plant Units 1, 2, and 3

Exhibit A, Schedule 1.1 TA-3 Generating Plant Units 1, 2, and 3 is removed as an approved resource. The asset is no longer in service.

## Exhibit A

Exhibit A, Schedule 3, Rev. 3

### DOE 115 KV TRANSMISSION AND SUBSTATION FACILITIES

#### Description:

The DOE Los Alamos 115 kV Transmission and Substation Facilities includable as Approved Resources are as follow:

- (a) ETA Switching Station and related facilities
- (b) STA Switching Station and related facilities
- (c) WTA Switching Station and related facilities
- (d) 115 kV Transmission ETA to TA-3, ETA to TA-53, TA-53 to TA-3, STA to WTA, and WTA to TA 3
- (e) 115 kV Transmission ETA to PNM system point of connection
- (f) TA-3 Transformation and related facilities
- (g) Capacitor Banks and related facilities
- (h) Synchronous Optical Network (SONET Ring)
- (i) Primary Control Room and the Personal Access Control System

#### Monthly Fixed Charge

The parties agree that a monthly fixed charge associated with the NNSA 115 KV Transmission and Substation Facilities for each budget year will be based upon amortization of the remaining net asset value over the remaining estimated asset life as of June 30 of the proceeding contract year. Estimated asset lives will be established when assets are placed in service based on standard asset lives adopted for assets of a similar nature, industry or trade standards, or other methodology agreed to by the parties upon project approval. Any assets expensed directly or fully amortized will be excluded from this fixed charge amount. The monthly charge will be included as part of NNSA's annual budget. Replacements and additions of single items, not to exceed \$20,000, shall be separately charged as an operating expense on an actual cost incurred basis.

#### Operating and Maintenance Expenses

The parties agree that all operating and maintenance expenses associated with the approved 115 kV Transmission and Substation Facilities are includable herein.

Exhibit B

Exhibit B, Schedule 4.1, Rev. 0

County 115 KV TRANSMISSION AND SUBSTATION FACILITIES

Description

The County Los Alamos 115 kV Transmission and Substation Facilities includable as Approved Resources are as follow:

- (a) SCADA System
- (b) Backup Control Room

Monthly Fixed Charge

The parties agree that a monthly fixed charge associated with the County 115 KV Transmission facilities for each budget year will be based upon amortization of the remaining net asset value over the remaining estimated asset life as of June 30 of the preceding contract year. Estimated asset lives will be established when assets are placed in service based on standard asset lives adopted for assets of a similar nature, industry or trade standards, or other methodology agreed to by the parties upon project approval. Any assets expensed directly or fully amortized will be excluded from this fixed charge amount. The monthly charge will be included as part of NNSA's annual budget. Replacements and additions of single items, not to exceed \$20,000, shall be separately charged as an operating expense on an actual cost incurred basis.

Operating and Maintenance Expenses

The parties agree that all operating and maintenance expenses associated with the approved 115 kV Transmission and Substation Facilities are includable herein.

**C. All other terms and conditions remain unchanged.**