

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EM-Idaho Department of Energy Office of Environmental Management Idaho Cleanup Project 1955 Fremont Avenue Idaho Falls ID 83415	CODE 893042	7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IDAHO ENVIRONMENTAL COALITION LLC Attn: John H. MacRae, Jr. 1580 Sawtelle Street Idaho Falls ID 83402		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE LQ5ZLNE3EM27		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000
			10B. DATED (SEE ITEM 13) 09/08/2023

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: Section H.51 - Task Ordering Procedure & Section B.9 - Basis for Change
	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.)

UEI: LQ5ZLNE3EM27

The purpose of this modification is to award Task Order 6.1 (TO 6.1) - Non-Defense Project under CLIN 06, subtask 0601. The Contractor is authorized to commence work under this TO beginning 10/1/2023. See CLIN 06 below for further details.

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) J.H. MacRae, Jr. (Jack), Business Services & PCO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate	
15B. CONTRACTOR/OFFEROR JOHN MACRAE (Affiliate) <small>Digitally signed by JOHN MACRAE (Affiliate) Date: 2023.09.19 08:49:28 -0600</small> (Signature of person authorized to sign)	15C. DATE SIGNED 09/19/2023	16B. UNITED STATES OF AMERICA JENNIFER CATE <small>Digitally signed by JENNIFER CATE Date: 2023.09.19 10:07:16 -0600</small> (Signature of Contracting Officer)	16C. DATE SIGNED 09/19/2023

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00601	<p>Payment: OR for Idaho https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Period of Performance: 10/01/2023 to 09/30/2031</p> <p>Add Item 00601 as follows:</p> <p>CLIN 06 Subtask 0601 Non-Defense Project (Task Order 6.1) Line item value is: \$9,360,526.00</p> <p>PERIOD OF PERFORMANCE 10/1/2023 THROUGH 9/30/2025</p> <p>The purpose of this modification is to award TO 6.1 for the Non-Defense Project under CLIN 06, Subtask 0601. The scope of work can be found in Section C in the TO 6.1 attachment.</p> <p>This is a Cost-Plus-Fixed-Fee (CPFF) type TO. The TO value of \$9,360,526 is broken down as follows: \$6,908,648 Direct costs, \$1,951,002 Program Overhead (POH) (calculated using the currently approved rate of 28.24%), \$155,445 Pension, and \$345,432 Fixed Fee (Fee for TO 6.1 is calculated as 5% of the estimated direct costs. Fee for POH will be calculated and managed under TO 3 Phase 2. Fee is not calculated on Pension). Note: POH and Pension may be subject to change pending final negotiations for TO 3 Phase 2.</p> <p>Fixed Fee will be paid in accordance with Section B.2(b)(1) - Payment of Fee, of the attached TO 6.1. Additional details pertaining to each contract section can also be found in the attached TO 6.1</p> <p>Attachments: 1. SF 30 Signed 2. TO 6.1 Non-Defense Project 3. TO 6.1 Risk Register</p> <p>CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the TO 6.1 scope of work identified in this contract action, and in accordance with contract Section Continued ...</p>				9,360,526.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/89304223FEM400000/P00005

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NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	H.51 Task Order Procedures, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.				

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0005
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

Task Order 6.1 – Non-Defense Project

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0005
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0005
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0005

CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

Section B - Supplies or Services and Prices/Costs

This subtask (herein referred to as Task Order 6.1) shall be performed under the following:

Contract Structure	Number	Herein Referred to as
Indefinite Delivery/Indefinite Quantity Contract	89303321DEM000061	Master IDIQ Contract
Hybrid Task Order	89304223FEM400000	Hybrid Task Order
Contract Line Item Number (CLIN)	06	CLIN 06
Subtask	0601	Task Order 6.1

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order 6.1 included below is consistent with the clause numbering structure established by the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract.

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order 6.1 as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order 6.1.

B.2 Type of Contract

(a) DOE-B-2001 Cost-Plus-Fixed-Fee (CPFF) Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised). In accordance with FAR 16.306, this is a “term form” CPFF TO. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon the contractor statement that the level of effort specified in the contract has been expended in performing the contract work.

(1) This is a term CPFF type task order. In accordance with the clause at FAR 52.216-8, the total estimated cost and fixed fee for this task order are as follows:

Table B-1. Estimated Total Price and Level of Effort.

Total Estimated Cost:	\$9,015,094
Fixed Fee:	\$345,432
PMI Fee:	*
Total Estimated Price:	\$9,360,526***
Level of Effort (Productive Hours):	6,325**

* PMI will be available among all active TO’s, however, the entire PMI fee available is managed under TO-3.

* Prior to any modification being complete where additional fee is contemplated, this number of labor hours must be met or exceeded. However, exceeding the agreed to labor hours alone does not constitute a basis for an REA.

*** Any discrepancies may be due to rounding.

(2) Payment of fee will be made in accordance with this clause, Section B.13 of the Master IDIQ Contract, and other applicable clauses of the Hybrid Task Order.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0005

CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

(3) CLIN Description:

CLIN 06 – Non-Defense Project:

The non-defense scope shall be performed in accordance with Section C.7.2 Non-Defense Environmental Management (EM)-Funded Spent Nuclear Fuel (SNF) Activities of the Master IDIQ Contract. Costs are reimbursed based on allowable actual costs billed to the Task Order.

(b) Payment of fee:

- (1) Fixed fee under this TO will be invoiced and paid quarterly. To determine the amount of fee to invoice, the fixed fee will be divided by the total number of quarters (eight). The Department of Energy, Idaho Cleanup Project (DOE ICP) will perform an additional evaluation to determine accuracy underruns/overruns experienced. Lastly, 10% of the estimated earned fee will be held until the end of each fiscal year.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014)

- (a) Pursuant to the clause of this contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) of (*see current funding modification and accompanying detailed funding profile*) are obligated for the payment of allowable costs.

Section C - Performance Work Statement

C.1 Task Order Requirements

During the execution of TO-6.1, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.7.2 Non-Defense EM-Funded SNF Activities

This work scope includes oversight and management of the Three Mile Island Unit 2 (TMI-2) and Fort St. Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI) in accordance with the Nuclear Regulatory Commission (NRC) requirements and regulations and the NRC license. The Idaho Environmental Coalition (IEC) is responsible for all aspects of management of the facilities including operations, surveillance, and maintenance and all aspects of infrastructure. IEC shall perform all aging management inspections in accordance with the licenses, final safety analysis reports (FSARs), and Aging Management Programs.

- C.9.2.01.01 Project Support Performance Requirements

In accordance with contract clause C.9.2.01.01 *Project Support Performance Requirements*, the Contractor shall prepare a Fiscal Year Work Plan (FYWP) that includes narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs shall be provided for DOE review for the upcoming fiscal year by September 30. In addition to this annual requirement, the Contractor shall, as requested, provide an updated FYWP that reflects updated projected funding for the fiscal year, actuals costs to date, and a current estimate at completion. The Contractor is expected to coordinate with DOE to collaboratively manage funds while executing the performance work statement.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0005

CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

Section D - Packaging and Marking

Section D of the Hybrid Task Order Contract is incorporated by reference.

Section E - Inspection and Acceptance

Section E of the Hybrid Task Order is incorporated by reference.

Section F - Deliveries or Performance

Section F of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

- (b) The Task Order 6.1 Period of Performance (POP) is anticipated to be October 1, 2023 through September 30, 2025. The period of performance may be extended for an overall Task Order Period of Performance estimated to be eight (8) years (October 1, 2023 through September 30, 2031).

Section G - Contract Administration Data

Section G of the Hybrid Task Order is incorporated by reference.

Section H - Special Contract Requirements

Section H of the Hybrid Task Order is incorporated by reference.

Section I - Contract Clauses

Section I of the Hybrid Task Order is incorporated by reference.

Section J - List of Documents, Exhibits, and Other Attachments

Section J of the Hybrid Task Order is incorporated by reference, as applicable to Task Order 6.1. The Contractor shall submit the required deliverables under Task Order 6.1 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.



TO6 Risk Register: DOE Transfer Risks

Idaho Cleanup Project Programmatic Risk Register

Updated : 6.22.23

Risk ID	WBS	Responsible Organization	Risk Owner	IEC Risk Back-up	Risk Title	Risk Description	Trigger Event	Status	Risk Type	Handling Strategy	Risk Event Likelihood	Risk Impact	Risk Rating	Cost Impacts			Schedule Impacts (in days)			Basis of Impacts	Mitigation Actions	Date Identified	Last update
														Best Case	Most Likely	Worst Case	Best Case	Most Likely	Worst Case				
NRC001R2	D.1.03.60.02	DOE	DOE FPD	Long, Jeff	<u>NRC Licensed SNF Storage Facilities:</u> NRC regulations or directions are revised or updated.	There is a potential for NRC regulations or directions to be revised or updated such that it might require us to revise programs, procedures, or implement various other measures.	Receipt of NRC direction, request for information, notice of violation or other confirmatory order	Open	Threat	Transfer	Possible	Minor	2-Low	\$ 20,000	\$ 100,000	\$ 1,000,000	8	16	32	Best case based on SME experience Most likely case based on actuals for response to RFI, Worst case based on actuals for response to Confirmatory Order	Propose Transfer to DOE	3/20/2022	6/22/2023
NRC012	D.1.03.60/61	DOE	DOE FPD	Long, Jeff	<u>NRC Licensed SNF Storage Facilities:</u> Supply Chain Delays and Cost Increases.	Due to emerging local, regional, and/or international events the supply chain is impacted limiting the ability to procure or accurately estimate the cost and time necessary to acquire necessary materials, services, and personnel.	Emerging national and international events impact supply chain.	Open	Threat	Transfer	Possible	Moderate	2-Low	\$ 10,000	\$ 50,000	\$ 100,000	7	30	90	Based on SME experience. Best case assumes 1 week delay with little expense. Most likely assumes 1 month delay with moderate expense for equipment. Worst case assumes 90 day delay.	Propose Transfer to DOE	5/22/2023	6/22/2023



TO6 Risk Register

Idaho Cleanup Project Programmatic Risk Register

Updated : 6.22.23

Risk ID	WBS	Responsible Organization	Risk Owner	IEC Risk Back-up	Risk Title	Risk Description	Trigger Event	Status	Risk Type	Handling Strategy	Risk Event Likelihood	Risk Impact	Risk Rating	Cost Impacts			Schedule Impacts (in days)			Basis of Impacts	Mitigation Actions	Date Identified	Last update
														Best Case	Most Likely	Worst Case	Best Case	Most Likely	Worst Case				
NRC003R2	D.1.06.60 and D.1.06.61	IEC	Long, Jeff		NRC Licensed SNF Storage Facilities; Aging conditions of facilities	There are aging conditions at both TMI-2 and FSU. Continued weathering and degradation is likely to require additional repairs and maintenance to concrete, paint, and other coatings. If these repairs and/or upgrades do not occur they will prohibit critical project completion and be identified as noncompliance with NRC requirements.	Continued degradation of facilities with out necessary repairs and/or upgrade	Open	Threat	Accept	Possible	Serious	3-Moderate	\$ 100,000	\$ 250,000	\$ 500,000	48	80	96	Based on SME input. Best case is that lack of funding will occur between activities resulting in schedule delays but no rework or additional mobilization/demobilization/stand-by impacts. Most likely case is that in addition to schedule delays, some re-work will be required, mobilization/demobilization of crews will be required, vendor costs will be higher due to inflation and securing specialized resources, and additional procurement of equipment. Worst case is that funding is cut in the middle of the job resulting in complete re-work, additional demobilization/mobilization costs, work site being left in condition to accentuate or accelerate deterioration conditions, etc.	N/A	3/20/2022	6/22/2023
NRC007R2	D.1.06.60 and D.1.06.61	IEC	Long, Jeff		NRC Licensed SNF Storage Facilities; Loss of Specialty Resources	Loss of qualified and trained resources could result in cost and schedule delays.	Retirement or notification of intent to leave.	Open	Threat	Accept	Likely	Serious	4-High	\$ 100,000	\$ 200,000	\$ 500,000	16	48	64	Based on SME input. Best case is that replacement personnel are immediately available with little downtime or vacancy in the position. Most likely case is that it may take 1-2 months to fill in and train replacement. Worst case is that it may take 6 months or more to recruit new personnel and train.	N/A	11/14/2022	6/22/2023
NRC011	D.1.06.60 and D.1.06.61	IEC	Long, Jeff		NRC Licensed SNF Storage Facilities; Industrial Incidents Resulting in Shutdowns	An industrial incident resulting in serious personnel injury may cause an extended shutdown to resolve conduct of operations issues.	An unanticipated accident resulting in injury or near miss	Open	Threat	Accept	Rare	Minor	1-Low	\$ 20,000	\$ 50,000	\$ 300,000	5	10	30	Cost is based on ROM estimate to perform corrective actions, but dependant on extent of event. Best case = incident is minor, and investigated quickly with very few corrective actions requiring attention. Worst case = prolonged shut-down with extensive recovery actions, training, etc.	N/A	3/20/2022	6/22/2023