

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00039	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.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000
CODE LQ5ZLNE3EM27	FACILITY CODE		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 X	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. FAR 52.243-2 Changes - Cost Reimbursement (Aug 1987)-Alt I, II, III (Apr 1984)
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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
CLIN 06 SUBTASK 0601 NON-DEFENSE PROJECT (TASK ORDER 6.1) - On June 6, 2024, a Not-to-Exceed (NTE) of \$1M (burdened) was issued as part of this change order (see Mod P00029 and below for details). This modification updates the Idaho Cleanup Project Ten-Year Plan Hybrid Task Order (see attached Idaho Cleanup Project (ICP) Ten-Year Plan Hybrid Task Order_Redline). The scope being added with this modification is detailed below.

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: 2024.08.26 08:54:32 -0600</small> (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA JENNIFER CATE <small>Digitally signed by JENNIFER CATE Date: 2024.08.26 11:20:51 -0600</small> (Signature of Contracting Officer)	16C. DATE SIGNED 08/26/2024

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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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)
00601	<p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 10/01/2023 to 09/30/2031</p> <p>Change Item 00601 to read as follows (amount shown is the total amount):</p> <p>CLIN 06 SUBTASK 0601 NON-DEFENSE PROJECT (TASK ORDER 6.1) Line item value is: \$13,449,425.00 Incrementally Funded Amount: \$5,704,259.65</p> <p>Task Order 6.1 - This modification incorporates the following scope:</p> <ul style="list-style-type: none"> • Purchase 2 additional IonScan instruments • Digital microwave upgrades • Purchase furniture for FSV Admin Building • Culture Improvements • Procure/fabricate 2 spare purge port sampling covers • Perform repairs to the FSV lightning protection systems • Procure furniture for WCB Room 240D • Procure additional guard railing for TMI-2 • Repair/refurbish TMI-2 concrete base pad • Apply new silane coating to TMI-2 HSMs • Install new cameras at TMI-2 • Procure new scissor lift for TMI-2 • Procure new batteries for FSV junction boxes • Complete repairs of FSV fire water line • Refurbish North and South Equipment Buildings • Install replacement guard shack at FSV • Repair/replace roll-down curtain in FSV • Install cell phone booster at FSV • Repair FSV crane hydraulic motors • Establish support contract with SNL • Procure additional cameras for FSV • Procure/Install updated Vindicator/Vicads at FSV • Upgrades for FSV Room 110/111 for IT equipment • Determine/perform lighting upgrades at FSV • Procure TMI-2 ISFSI Breaker Spares • Procure spare multilins for TMI-2 • Procure spare transformers to support TMI-2 • Procure snow removal equipment to support TMI-2 <p>Continued ...</p>				13,449,425.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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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)
	<ul style="list-style-type: none"> Perform design for substation 10 replacement. <p>With this additional scope, TO-6.1 is increased by \$3,557,871 (\$3,325,113 Direct Cost; \$66,502 Program Overhead; and \$166,256 Available Fee) from \$9,891,554 to \$13,449,425.</p> <p>All other terms and conditions remain unchanged.</p> <p>In consideration of the modification agreed to herein as a complete equitable adjustment for the above stated scope of work identified in this contract action, and in accordance with contract Section 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.</p>				

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P002339
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 P002339
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 P002339
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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IDAHO CLEANUP PROJECT (ICP)

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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 P002339

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:	\$9,546,122 12,937,737
Fixed Fee:	\$ 345,432511,688
PMI Fee:	*
Total Estimated Price:	\$9,891,554 13,449,425***
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 P002339

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.

The Contractor shall complete the following work scope:

- Purchase 2 additional IonScan instruments
- Digital microwave upgrades
- Purchase furniture for FSV Admin Building
- Culture Improvements
- Procure/fabricate 2 spare purge port sampling covers
- Perform repairs to the FSV lightning protection systems
- Procure furniture for WCB Room 240D
- Procure additional guard railing for TMI-2
- Repair/refurbish TMI-2 concrete base pad

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P002339

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

- [Apply new silane coating to TMI-2 HSMs](#)
- [Install new cameras at TMI-2](#)
- [Procure new scissor lift for TMI-2](#)
- [Procure new batteries for FSV junction boxes](#)
- [Complete repairs of FSV fire water line](#)
- [Refurbish North and South Equipment Buildings](#)
- [Install replacement guard shack at FSV](#)
- [Repair/replace roll-down curtain in FSV](#)
- [Install cell phone booster at FSV](#)
- [Repair FSV crane hydraulic motors](#)
- [Establish support contract with SNL](#)
- [Procure additional cameras for FSV](#)
- [Procure/Install updated Vindicator/Vicads at FSV](#)
- [Upgrades for FSV Room 110/111 for IT equipment](#)
- [Determine/perform lighting upgrades at FSV](#)
- [Procure TMI-2 ISFSI Breaker Spares](#)
- [Procure spare multilins for TMI-2](#)
- [Procure spare transformers to support TMI-2](#)
- [Procure snow removal equipment to support TMI-2](#)
- [Perform design for substation 10 replacement.](#)

- 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.

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.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P002339

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

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.

IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000
ICP TEN-YEAR PLAN - HYBRID TASK ORDER
MOD ~~P00038~~P00039

IDAHO CLEANUP PROJECT (ICP)
TEN-YEAR PLAN
HYBRID TASK ORDER

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IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000
ICP TEN-YEAR PLAN - HYBRID TASK ORDER
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Section B - Supplies or Services and Prices/Costs

In accordance with clause B.5 *DOE-B-2015 Task Order Fee/Profit Ceiling*, paragraph (a)(4) *Hybrid Task Orders*, under Contract Number 89303321DEM000061, Idaho Cleanup Project (ICP) Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract), this Hybrid Task Order outlines work to be performed at the Contract Line Item Number (CLIN) for subtasks as identified in the most current ICP Ten-Year Strategic Task Order Plan (TYP). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to subtasks awarded under this Hybrid Task Order is included at the subtask level and is consistent with the clause numbering structure established by the Master IDIQ Contract.

Refer to the table below for a list of all anticipated subtasks to be issued under this Hybrid Task Order in accordance with the TYP.

ICP TYP Hybrid Task Order (anticipated subtasks)					
Subtask No.	Award Date	Subtask Title	Subtask Type	Subtask Period of Performance	Subtask Value (Fully Burdened Cost + Fee)
CLIN 03 Integration and Mission Continuity					
301		Reserved			
302	09/22/2023	Integration and Mission Continuity (TO 3.2)	CPAF	10/1/2023 - 9/30/2031	\$ 693,840,275
CLIN 04 RWMC Closure					
401		Reserved			
402	TBD	SDA Cap Installation (TO 4.2)	CPIF	TBD	TBD
403	TBD	AMWTP Storage Facility RCRA Closure and Demo (TO 4.3)	TBD	TBD	TBD
404	TBD	AMWTP Treatment Facility RCRA Closure and Demo (TO 4.4)	TBD	TBD	TBD
CLIN 05 Naval Reactors					
501	09/08/2023	S1W D&D (TO 5.1)	CPIF	10/1/2023 - 11/26/2025	\$ 58,691,405
502	TBD	Core Car (TO 5.2)	TBD	TBD	TBD
503	TBD	A1W D&D (TO 5.3)	TBD	TBD	TBD
504	TBD	S5G (TO 5.4)	TBD	TBD	TBD
CLIN 06 Non-Defense					
601	09/19/2023	Non-Defense (TO 6.1)	CPFF	10/1/2023 - 9/30/2025	\$ 9,891,554 \$ 13,449,425
CLIN 07 Tank Closure					
701	09/18/2023	IWTU Operations (TO 7.1)	CPFF	10/1/2023 - 9/30/2025	\$233,119,349
702	TBD	Tank Closure (TO 7.2)	TBD	TBD	TBD
TOTAL					\$ 995,542,583 \$999,100,454

Section C - Performance Work Statement

C.1 Task Order Requirements

The Contractor shall perform the sections of the Performance Work Statement (PWS) of the Master IDIQ Contract identified in the subtasks included as part of this Hybrid Task Order. Refer to the subtasks awarded under this Hybrid Task Order for detailed information related to the PWS.

The scope of this Hybrid Task Order is categorized per the following areas:

- **Facility Infrastructure:** This principally includes Idaho Nuclear Technology and Engineering Center (INTEC) and Radioactive Waste Management Complex (RWMC) facility infrastructure.
- **Environmental Activities:** This includes compliance with the Federal Facilities Compliance Act (FFCA) Site Treatment Plan (STP), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), including Idaho Settlement Agreement (ISA) activities principally at INTEC and RWMC; the remediation of the Subsurface Disposal Areas (SDA) at the RWMC; Test Area North (TAN) groundwater remediation; new CERCLA Site remediation; Site-wide Stewardship; and Idaho CERCLA Disposal Facility (ICDF) transition operations.
- **Waste Management:** This includes shipping Contact Handled (CH)-transuranic (TRU) waste; Remote Handled (RH)-TRU waste management; Mixed Low-Level Waste/Low Level Waste (M/LLW) activities/disposition; and disposition of newly generated waste as needed.
- **Liquid Waste Facility Closure:** This includes the Integrated Waste Treatment Unit (IWTU) operations to treat nearly 900,000 gallons of sodium bearing waste; completion of the Calcine Retrieval Project; and closure of the High-Level Waste (HLW) Tank Farm tanks and associated liquid waste facilities at INTEC.
- **Spent Nuclear Fuel (SNF):** This includes SNF Operations and Management activities, as well as SNF Disposition. This also includes the Nuclear Regulatory Commission (NRC) License-required activities for the Independent Spent Fuel Storage Installations (ISFSI) located at INTEC and the Fort St. Vrain (FSV) ISFSI near Platteville, Colorado.
- **Facility Demolition and Dismantlement (D&D).**

Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order. The requisite clause information specific to subtasks awarded under this Hybrid Task Order is included at the CLIN level and is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3. Period of Performance

In accordance with clause F.3(d) of the Master IDIQ, the period of performance for this Hybrid Task Order is ten years from October 1, 2023 to September 30, 2031.

Section G – Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

Section H – Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

Section I – Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

Section J – List of Attachments

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