

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES				
2. AMENDMENT/MODIFICATION NUMBER P00145		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (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) CODE 00701 U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415					
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) IDAHO ENVIRONMENTAL COALITION LLC Attn: Brant Dotson 600 WILLIAM NORTHERN BLVD TULLAHOMA TN 373884729				9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER 89303321DEM000061 89304223FEM400000 10B. DATED (SEE ITEM 13) 09/08/2023					
CODE LQ5ZLNE3EM27				FACILITY CODE					

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 ACKNOWLEDGMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER 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).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.51 - Task Ordering Procedure and 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.)

See continuation page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) KIMBERLI SOUTHWICK Digitally signed by KIMBERLI SOUTHWICK (Affiliate) (Affiliate) Date: 2026.06.15 14:28:03 -06'00'		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marianne Boline Digitally signed by MARIANNE BOLINE Date: 2026.06.15 14:46:43 -06'00'	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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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)
00802	UEI: LQ5ZLNE3EM27 The purpose of this modification is to issue the award of Task Order 8.2 (TO 8.2) - High Burnup Research Cask under CLIN 00802, subtask 0802. In addition, this modification updates the Idaho Cleanup Project (ICP) Hybrid Task Order 10 Year Plan (attached). See below for details. Payment: VIPERS https://vipers.doe.gov Any questions, please contact by call/email 888-251-3557 or Payments@hq.doe.gov Period of Performance: 10/01/2023 to 09/30/2031 Change Item 00802 to read as follows (amount shown is the total amount): CLIN 08 SUBTASK 0802 HIGH BURNUP RESEARCH CASK (TASK ORDER 8.2) Item 8.2 This is a Cost-Plus-Incentive-Fee (CPIF) type Task Order with a total value of \$3,931,697 broken down as follows: \$2,634,832 - Direct costs \$ 901,640 - Program Overhead (POH) \$ 395,225 - Max Incentive Fee (15% of direct costs) ----- \$3,931,697 - Total Price POH fee will be managed under TO 3.2, Integration and Mission Continuity. For more details on the fee structure and payment terms, please refer to the attached TO 8.2. Period of Performance is 06/15/2026 - 09/30/2028. The scope of work for this TO will support DOE Continued...				3,931,697.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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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)
	NE's mission to collect data on high burnup used nuclear fuel to better understand its behavior after being stored under dry storage conditions. Further details of the scope of work can be found in the attached TO 8.2 document. Attachments: 1. SF 30 Signed 2. TO 8.2 HBURC 3. TO 8.2 Risk Register 4. Hybrid Task Order 10 Year Plan_P00145_Redline CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the TO 8.2 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.				

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

ICP TEN-YEAR PLAN - HYBRID TASK ORDER

MOD P0014⁵⁴

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

MOD P0014~~5~~4

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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	\$ 1,382,585,702
CLIN 04 RWMC Closure					
401		Reserved			
402		Additional Idaho Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Disposal Facility Landfill Cell and Evaporation Pond-Project 2 (AICDF-Project 2)	CPIF	11/13/2024 - 8/5/2027	\$ 53,266,069
403	TBD	SDA Cap Installation (TO 4.2)	TBD	TBD	TBD
404	TBD	AMWTP Storage Facility RCRA Closure and Demo (TO 4.3)	TBD	TBD	TBD
405	TBD	AMWTP Treatment Facility RCRA Closure and Demo (TO 4.4)	TBD	TBD	TBD
CLIN 05 Naval Reactors					
501	09/08/2023	Naval Reactors D&D (TO 5.1)	CPIF	10/1/2023 - 9/30/2031	\$279,349,616
502	03/05/2026 TBD	Naval Reactors D&D Balance of Plant (BOP) (TO 5.2)	CPFF	10/25/2025 - 9/30/2031	\$2,582,563
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 - 9/30/2031	\$ 34,515,345
CLIN 07 Tank Closure					
701	09/18/2023	IWTU Operations (TO 7.1)	CPFF	10/1/2023 - 9/30/2025	\$ 238,939,203
702	10/14/2025	IWTU Operations Cont. (TO 7.2)	CPIF	10/1/2025 - 9/30/2028	\$ 391,807,712
CLIN 08 Offsite Management					
<u>801</u>	<u>TBD</u>	<u>Offsite Waste Management Program (TO 8.1)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>802</u>	<u>06/16/2026</u>	<u>High Burnup Research Cask (TO 8.2)</u>	<u>CPIF</u>	<u>06/15/2026 – 9/30/2028</u>	<u>\$ 3,931,697</u>
TOTAL					\$ 2,383,046,210 <u>2,386,977,907</u>

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.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145
CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

Task Order 8.2 – High Burn Up Research Cask (HBURC)

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145
CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145

CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145
CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145

CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

Section B - Supplies or Services and Prices/Costs

This subtask (herein referred to as Task Order 8.2) 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)	08	CLIN 08
Subtask	0802	Task Order 8.2

This subtask shall be performed under Contract Line Item Number (CLIN) 0802 of the Idaho Cleanup Project (ICP) Contract. Section B 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 (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 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.

B.2 Type of Contract

(a) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

(i) Cost Incentive (9%):

Target Cost (Direct): \$2,634,833

Target Fee (8%): \$ 210,787

Maximum Fee (9%): \$ 237,135

Minimum Fee (7%): \$ 184,438

As specified at Section I clause FAR 52.216-10, *Incentive Fee*, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by thirty (30) cents for every dollar the total allowable cost is less than the target cost or decreased by thirty (30) cents for every dollar the total allowable cost exceeds the target cost.

(ii) Performance Incentive (6%):

Maximum Fee (6%): \$158,090

Minimum Fee (0%): \$ 0

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145

CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

- a. \$52,967 in interim progress fee may be earned with the completion of the Readiness activities, which demonstrates IEC's preparedness to receive the HBURC
- b. \$52,967 in interim progress fee may be earned upon IEC assuming responsibility of the HBURC
- c. \$52,967 in interim progress fee may be earned upon completion of safely staging the HBURC at CPP-2707.

Table B-1 Performance Incentive Fee	
Interim/Progress Fee (6%) (earned upon completion/no claw-back	Amount
Complete Readiness Activities (2%)	\$52,967
Receive the High Burnup Research Cask at INTEC (2%)	\$52,967
Stage the High Burnup Research Cask at CPP-2707 (2%)	\$52,967
Total	\$158,090

- (2) The total estimated cost and performance incentive fee available are as follows (Table B-2):

Table B-2 – TO 8.2 Summary	
Total Estimated Direct Cost:	\$2,634,833
Cost Incentive Fee Max:	\$237,135
Performance Management Incentive (PMI) Fee:	*
Performance Incentive Fee Max:	\$158,090
Total (Direct Cost + Max Fee):	\$3,030,058
Indirect Costs – POH (34.22%)	\$901,640
Total TO Value	\$3,931,697

* PMI will be available among all active TO's, however, the entire PMI fee available is managed under TO-3.2.

** The schedule fee above is related to direct costs (including fringe costs on direct labor) only and excludes any fee related to Program Overhead (POH) costs. In accordance with the Advance Agreement Indirect Cost Methodology, Attachment J-17.1, the Parties agree that any fee associated with POH will be captured in Task Order 3.2, IMC, for TO-8.2 period of performance.

***Minor errors due to rounding.

- (3) Payment of fee:

- i. Cost incentive fee will be made in accordance with this clause and Section B.12 Provisional Payment of Fee (Oct 2013)(Revised) of the Master IDIQ Contract.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145

CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

- ii. Cost incentive fee under Task Order 8.2 will be invoiced and paid quarterly. To determine the amount of the cost incentive fee, the target fee will be divided by the total number of quarters (7 quarters from FY June 2026 through March FY 2028). The Department of Energy, Idaho Cleanup Project (DOE-ICP), will perform an additional evaluation to determine the accuracy of underruns/overruns experienced. Lastly, 20% of the estimated earned fee will be held until the end of Task Order 8.2.
- iii. Performance incentive fee for the HBURC milestones as outlined in Table B-1.

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-8.2, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.7.3 – Other DOE Organization Funded SNF Activities

This work scope is to support the U.S. Department of Energy, Office of Nuclear Energy's (DOE-NE) High Burnup Research Cask (HBURC) rail-receipt and staging activities. TO-8.1 provides the external support services necessary to receive and stage the TN-32B HBURC as part of the broader High Burnup Spent Fuel Data Project associated with the North Anna Power Station (NAPS).

- 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, actual 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.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145

CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

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 8.2 Period of Performance (POP) is to be June 15, 2026, through September 30, 2028.

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 this subtask. The Contractor shall submit the required deliverables under this subtask in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.



TO8.2 High Burnup Cask Risk Register

Idaho Cleanup Project Programmatic Risk Register
Updated 3-11-26

Risk ID	Task Order	WBS	Responsible Organization	Risk Title	Risk Description	Trigger Event	P6 Activity (where is this risk likely to occur)	Status	Risk Type	Handling Strategy	Risk Event Likelihood	Risk Impact	Risk Rating	Cost Impacts			Schedule Impacts (in days)			Justification of Impacts	Mitigation/Enhancement Activities	Mitigation Activities (P6 activity that points to your mitigation action)	Response/Recovery Actions
														Best Case	Most Likely	Worst Case	Best Case	Most Likely	Worst Case				
SNF426	TO8.2	D.1.02.44	DOE/IEC	HBURC: Supply Chain Disruptions	Interruptions in the supply chain due to local regional and/or international events may lead to shortages of critical material or equipment, while economic downturns may affect funding, vendor stability, and procurement costs.	Emerging national and international events impact supply chain. Tariff implementation. Supplier delays, price volatility, or trade restrictions. Economic downturns or market fluctuations. Environmental events.	HBU-RR-305	Open	Threat	Share	Possible	Moderate	2-Low	\$ 138,000	\$ 276,000	\$ 500,000	16	32	48	Based on Crane SOW & Procurement delay Best Case: 138k / 4 weeks Most Likely: 276K / 8 weeks Worst Case: 500K / 12 weeks (Crane SOW + Crane POJ) / days * schedule impact days	N/A	N/A	Propose Share with DOE.
SNF428	TO8.2	D.1.02.44.03	DOE/IEC	HBURC: Rail Condition for Refurbishment	IEC assumes the existing rail needed for transport of HBURC is structurally viable for refurbishment but if full reconstruction or major expansion is needed or repairs exceed initial estimate the project will experience significant cost increases and schedule delays.	Existing rail or parts of the existing rail is determined to not be viable for refurbishment. Any environmental issue arises with rail refurbishment. Any relocation of underground utilities.	HBU-RR-305	Open	Threat	Share	Unlikely	Serious	2-Low	\$ 250,000	\$ 500,000	\$ 1,000,000	16	48	80	Best Case: 250k over budget/4 weeks. Most Likely: 500k over budget/ 12 weeks Worst Case: 1M over budget/ 20 weeks (Double the price of the ROM)	N/A	N/A	Propose Share with DOE.
SNF430	TO8.2	D.1.02.44.03	DOE/IEC	HBURC: Alternate Transport Method	It is assumed that the HBURC will arrive via rail into the gates at INTEC. If rail transport is not feasible an alternate means of transport will have to be procured requiring significant planning, increased cost and schedule delays.	Rail transport is no longer feasible.	HBU-RR-305	Open	Threat	Share	Unlikely	Critical	3-Moderate	\$ 845,400	\$ 1,690,800	\$ 2,500,000	96	192	288	Based off ROM historical Heavy Haul Price & Crane Price Crane SOW * 2 Crane * 2 Heavy Haul Best Case: 845k over budget/24 weeks. Most Likely: 1.7M over budget/ 48 weeks Worst Case: 2.5M over budget/ 72 weeks	N/A	N/A	Propose Share with DOE.
SNF431	TO8.2	D.1.02.44.04	IEC	HBURC: Unforeseen Radiological Incident and/or Loss of Contamination Control	An unexpected radiological incident and/or loss of contamination control outside the controlled area may result in personnel decontamination and extended shutdown/recovery actions.	Unexpected contamination levels or radioisotopes found. Unexpected dose rates found. Any unexpected contamination found during excavation for rail construction.	HBU-OP-460	Open	Threat	Accept	Unlikely	Serious	2-Low	\$ 500,000	\$ 1,000,000	\$ 2,000,000	16	32	64	Cost and schedule impacts based on recovery actions/ shut down due to varying severity of a loss of contamination control/ radiation exposure.	N/A	N/A	N/A
SNF434	TO8.2	D.1.02.44.02	DOE/IEC	HBURC: Regulatory and/or Requirement Changes	Any regulatory and/or requirement changes that impact IEC's compliance strategy will cause significant cost impacts and delays to receipt, unloading and storage for the High Burnup Cask Project.	Any revision to the current regulatory/requirement drivers or the addition of any new regulatory drivers that impact the completion of HBURC.	HBU-OP-460	Open	Threat	Share	Possible	Moderate	2-Low	\$ 100,000	\$ 150,000	\$ 300,000	16	32	48	Based on the time required to rework analysis and document revisions. Cost and schedule worst case based on SAR revision.	N/A	N/A	Propose Share with DOE.
SNF432	TO8.2	D.1.02.44	IEC	HBURC: 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.	HBU-RR-305	Open	Threat	Accept	Unlikely	Minor	2-Low	\$ 85,000	\$ 170,000	\$ 500,000	8	16	48	Based on scheduled days & crane mobilization and remobilizations.	N/A	N/A	N/A
SNF435	TO8.2	D.1.02.44.04	IEC	HBURC: Legacy Equipment and/or Infrastructure within INTEC Boundaries	SNF has a significant amount of legacy infrastructure and equipment. Legacy infrastructure and equipment has the potential of failing due to the nature of its age. Unforeseen infrastructure and/or equipment failure can cause unscheduled outages to repair and turn the facility/equipment back over to operations.	Equipment or infrastructure failure.	HBU-OP-420	Open	Threat	Accept	Possible	Moderate	2-Low	\$ 20,000	\$ 150,000	\$ 500,000	16	32	96	Best Case: Minor facility repairs. Worst Case: CPP-2707 is unable to support the HBURC requiring facility modification.	N/A	N/A	N/A
SNF436	TO8.2	D.1.02.44	IEC	HBURC: Delay in Delivery	If the High Burnup Cask (HBURC) arrival at IEC is delayed it could disrupt the crane or any other essential equipment or personnel availability, resulting in cost and scheduling impacts.	Arrival at IEC is delayed for any reason resulting in lack of essential equipment availability. Crane is unavailable for unloading/ transfer to CPP-2707.	HBU-OP-455	Open	Threat	Accept	Unlikely	Moderate	2-Low	\$ 250,000	\$ 500,000	\$ 1,000,000	16	32	48	Based on Crane SOW & Procurement delay Best Case: 250k / 4 weeks. Most Likely: 500K / 8 weeks Worst Case: 1M / 12 weeks (Crane SOW + Crane POJ) / days * schedule impact days x2 for duplicating activities.	N/A	N/A	N/A
SNF437	TO8.2	D.1.02.44.04	IEC	HBURC: Unfavorable Weather or Ground Conditions	If unfavorable weather, soft soil or water saturation occur at or near the pick up or placement of the High Burnup Cask the unloading process may be delayed resulting in significant schedule delays.	Weather or ground conditions are not safe for unloading of cask.	HBU-OP-460	Open	Threat	Accept	Possible	Moderate	2-Low	\$ 0	\$ 0	\$ 0	16	32	48	Schedule impacts only. Worst Case scenario based on receiving during harsh winter conditions.	N/A	N/A	N/A
SNF433	TO8.2	D.1.02.44	IEC	HBURC: Crane Failure	If the crane and associated equipment experiences any failure during the rigging/lifting process it could result in damage to the cask causing work stoppage to return work to a safe configuration. An additional back-up crane may need to be procured to complete unloading operations and placement at CPP-2707.	Any failure of crane or rigging equipment.	HBU-RR-335	Open	Threat	Mitigate	Rare	Moderate	1-Low	\$ 250,000	\$ 500,000	\$ 1,000,000	16	32	48	Based on Crane SOW & Procurement delay Best Case: 250k / 4 weeks. Most Likely: 500K / 8 weeks Worst Case: 1M / 12 weeks (Crane SOW + Crane POJ) / days * schedule impact days x2 for duplicating activities.	Increase periodicity of equipment inspections and maintenance along with consistent pre-job briefings to ensure safe work practices.	HBU-RR-335RM	N/A
SNF438	TO8.2	D.1.02.44	IEC	HBURC: Facility Authorization Basis and/or Operational Readiness Requirements	If after an evaluation of the current Facility Authorization Basis and Operational Readiness Requirements it is identified that certain updates and revisions are not necessary for the planned activities, if these changes are deemed unnecessary the project will experience significant positive cost and schedule variances.	The completion of HBURC can move forward without having to make any revisions to current Facility Authorization Basis and Operational Readiness Requirements.	HBU-SB-215 HBU-OP-400 HBU-OP-405 HBU-OP-415	Open	Opportunity	Accept	Possible	Serious	3-Moderate	\$ 1,800,000	\$ 771,000	\$ 0	96	48	0	Best Case: No revisions/readiness assessments are needed. Most Likely: SAR revision/ Management Self Assessment (MSA). Worst Case: SAR, MSA, TSR, CRA, DOE-RA revisions.	N/A	N/A	N/A
SNF439	TO8.2	D.1.02.44.04	DOE/IEC	HBURC: Sampling Equipment	DOE is providing necessary cask sampling equipment (including spare parts for minor corrective maintenance). If the cask sampling equipment is not provided upon receipt of the HBURC and/or equipment is incompatible or damaged IEC will have to design, fabricate, and install internal instrumentation and sampling port for HBURC.	Sampling equipment for HBURC is not provided. Sampling equipment is found to be incompatible or is damaged.	HBU-OP-460	Open	Threat	Share	Possible	Minor	2-Low	\$ 0	\$ 120,000	\$ 500,000	0	4	48	Best Case: Sampling is not required. Most Likely: Sampling needs complete upon arrival. Worst Case: Long term sampling is required for storage. Any document revisions. Based off Peach Bottom Readiness Milestones.	N/A	N/A	Propose Share with DOE.
SNF440	TO8.2	D.1.02.44	DOE/IEC	HBURC: Technical Input	IEC assumes required technical inputs (fuel characterization data, cask design information, prior safety analyses, facility configuration data) will be provided by DOE, BEA, or other responsible organizations in a timely manner. If necessary technical inputs are not provided in time, the project will not be able to start when anticipated, significantly impacting the project timeline. A late start may also impact the project ability to meet the Idaho Settlement Agreement (including 2025 DOE ISA Waiver K.1).	Any technical inputs are not provided to IEC in a timely manner.	HBU-SB-200	Open	Threat	Share	Possible	Moderate	2-Low	\$ 0	\$ 0	\$ 0	16	32	64	Schedule impacts only. Project will not be able to start until technical input is provided. Best Case: Technical Input is pushed out 1 month. Most Likely: Technical Input is pushed out 2 months. Worst Case: Technical Input is pushed out 4 months.	N/A	N/A	Propose Share with DOE.



High Burnup Cask Risk Register: Proposed DOE Transfer Risks

Idaho Cleanup Project Programmatic Risk Register

Updated : 3.11.26

Risk ID	WBS	Responsible Organization	IEC POC	DOE FPD	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/Enhancement Activities
														Best Case	Most Likely	Worst Case	Best Case	Most Likely	Worst Case		
SNF426	D.1.02.44	DOE/IEC	Johnson, Walter Jacob	Sanders, Tyrone Lorenzo	<u>HBURC</u> : Supply Chain Disruptions	Interruptions in the supply chain due to local regional and/or international events may lead to shortages of critical material or equipment, while economic downturns may affect funding, vendor stability, and procurement costs.	Emerging national and international events impact supply chain. Tariff implementation. Supplier delays, price volatility, or trade restrictions. Economic downturns or market fluctuations. Environmental events.	Open	Threat	Share	Possible	Moderate	2-Low	\$ 138,000	\$ 276,000	\$ 500,000	16	32	48	Based on Crane SOW & Procurement delay Best Case: 138k /4 weeks. Most Likely: 276K / 8 weeks Worst Case: 500K / 12 weeks (Crane SOW + Crane PO)/ days * schedule impact days	Propose Share with DOE.
SNF428	D.1.02.44.03	DOE/IEC	Johnson, Walter Jacob	Sanders, Tyrone Lorenzo	<u>HBURC</u> : Rail Condition for Refurbishment	IEC assumes the existing rail needed for transport of HBURC is structurally viable for refurbishment but if full reconstruction or major expansion is needed or repairs exceed initial estimate the project will experience significant cost increases and schedule delays.	Existing rail or parts of the existing rail is determined to not be viable for refurbishment. Any environmental issue arises with rail refurbishment. Any relocation of underground utilities.	Open	Threat	Share	Unlikely	Serious	2-Low	\$ 250,000	\$ 500,000	\$ 1,000,000	16	48	80	Best Case: 250k over budget/4 weeks. Most Likely: 500k over budget/ 12 weeks Worst Case: 1M over budget/ 20 weeks (Double the price of the ROM)	Propose Share with DOE.
SNF430	D.1.02.45	DOE/IEC	Johnson, Walter Jacob	Sanders, Tyrone Lorenzo	<u>HBURC</u> : Alternate Transport Method	It is assumed that the HBURC will arrive via rail into the gates at INTEC. If rail transport is not feasible an alternate means of transport will have to be procured requiring significant planning, increased cost and schedule delays.	Rail transport is no longer feasible.	Open	Threat	Share	Unlikely	Critical	3-Moderate	\$ 845,400	\$ 1,690,800	\$ 2,500,000	96	192	288	Based off ROM historical Heavy Haul Price & Crane Price Crane SOW * 2 Crane * 2 Heavy Haul Best Case: 845k over budget/24 weeks. Most Likely: 1.7M over budget/ 48 weeks	Propose Share with DOE.
SNF434	D.1.02.44.02	DOE/IEC	Johnson, Walter Jacob	Sanders, Tyrone Lorenzo	<u>HBURC</u> : Regulatory and/or Requirement Changes	Any regulatory and/or requirement changes that impact IEC's compliance strategy will cause significant cost impacts and delays to receipt, unloading and storage for the High Burnup Cask Project.	Any revision to the current regulatory/requirement drivers or the addition of any new regulatory drivers that impact the completion of HBURC.	Open	Threat	Share	Possible	Moderate	2-Low	\$ 100,000	\$ 150,000	\$ 300,000	16	32	48	Based on the time required to rework analysis and document revisions. Cost and schedule worst case based on SAR revision.	Propose Share with DOE.
SNF439	D.1.02.44	DOE/IEC	Johnson, Walter Jacob	Sanders, Tyrone Lorenzo	<u>HBURC</u> : Sampling Equipment	DOE is providing necessary cask sampling equipment (including spare parts for minor corrective maintenance). If the cask sampling equipment is not provided upon receipt of the HBURC and/or equipment is incompatible or damaged IEC will have to design, fabricate, and install internal instrumentation and sampling port for HBURC.	Sampling equipment for HBURC is not provided. Sampling equipment is found to be incompatible or is damaged.	Open	Threat	Share	Possible	Minor	2-Low	\$ 0	\$ 120,000	\$ 500,000	0	4	48	Best Case: Sampling is not required. Most Likely: Sampling needs complete upon arrival. Worst Case: Long term sampling is required for storage. Any document revisions. Based off Peach Bottom Readiness Milestones.	Propose Share with DOE.
SNF440	D.1.02.44	DOE/IEC	Johnson, Walter Jacob	Sanders, Tyrone Lorenzo	<u>HBURC</u> : Technical Input	IEC assumes required technical inputs (fuel characterization data, cask design information, prior safety analyses, facility configuration data) will be provided by DOE, BEA, or other responsible organizations in a timely manner. If necessary technical inputs are not provided in time, the project will not be able to start when anticipated, significantly impacting the project timeline. A late start may also impact the project ability to meet the Idaho Settlement Agreement (including 2025 DOE ISA Waiver K.1).	Any technical inputs are not provided to IEC in a timely manner.	Open	Threat	Share	Possible	Moderate	2-Low	\$ 0	\$ 0	\$ 0	16	32	64	Schedule Impacts only. Project will not be able to start until technical input is provided. Best Case: Technical Input is pushed out 1 month. Most Likely: Technical Input is pushed out 2 months. Worst Case: Technical Input is pushed out 4 months.	Propose Share with DOE.