

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Section B is replaced in its entirety for the Extension Period of Performance October 1, 2015, through March 31, 2016. This 6 month extension period is herein referred to as ICP-III. Refer to B.23-B32.

Preamble: This Contract is being modified in accordance with FAR 52.217-8 to add scope and increase the performance period to March 31, 2016.

The initial period of performance was from May 1, 2005, to September 30, 2012, herein referred to as “Original”.

The first extension period of performance was October 1, 2012 to September 30, 2015, herein referred to as “ICP-II”.

The second extension period of performance, ordered pursuant to section I.145 of the Contract, FAR 52.217-8, *Option to Extend Services (Nov 1999)*, is October 1, 2015, to March 31, 2016, herein referred to as “ICP-III”. Each period of performance has its corresponding scope, cost, fee, and schedule.

Section B is replaced in its entirety by the following for the Extension Period of Performance October 1, 2015 through March 31, 2016.

B.23 ICP-III - TYPE OF CONTRACT - ITEMS BEING ACQUIRED

The contract type will include primarily a Cost-Plus Fixed-Fee (CPFF) structure per FAR 16.306. A fixed fee will be established for specific scope activities based upon a specified level of effort for the 6 month term or unless otherwise specified. Previously negotiated unit costs and fixed unit rates will be the basis utilized for ICP-III.

The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C.14, Statement of Work (SOW) beginning October 1, 2015. The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by DOE) and otherwise do all the things necessary for performing in a safe, efficient, and effective manner.

B.24 ICP-III - CONTRACT FUNDING PROFILE

Subject to the availability of funds and contract takeover for the ICP-Core contract, the contract will be funded through March 27, 2016. Such funds shall provide for all

allowable and allocable costs incurred and fee for the first six months of Fiscal Year 2016. Funds obligated to the contract are available until expended. Contract funding will be provided incrementally, but is anticipated to be approximately \$120,995,227 for the period October 1, 2015, through March 27, 2016. This funding covers the estimated cost, pension and fee.

B.25 ICP-III - TOTAL CONTRACT ESTIMATED COST, FEE, AND COMPLETION DATE

The total estimated cost and fee are based on the contract completion date of March 27, 2016. The total estimated cost and fee shall not exceed the funding limit specified in Section B.24 – ICP-III – Contract Funding Profile, on either a fiscal year or total basis.

Fixed Fee: \$5,868,806

Fixed Unit Rate Fee: TBD (refer to Section B.27)

Total Estimated Cost: \$113,763,645

B.26 ICP-III FEE STRUCTURE

(a) Fee Limitation

The total fee allowable to the prime contractor and all of its members in a joint venture or limited liability company and/or subcontractors proposed and considered a part of this contract selection, shall not exceed the total fee negotiated for ICP-III.

(b) The Government reserves the right to require the Contractor to perform additional work scope. If the cleanup scope of work defined in Section C.14 is accomplished earlier than March 31, 2016, and additional funding is available (either the estimated cost has not been reached or new funds are made available), DOE may add work scope to be completed by March 31, 2016. The additional work to be performed, the estimated costs, and the associated fee will be negotiated and the contract will be modified prior to the Contractor commencing any such work.

(c) The Government reserves the right to have any of the work contemplated by Section C.14, Statement of Work, of this contract performed by another contractor or to have the work performed by Government employees. If the Contracting Officer withdraws the work, the Contractor agrees to fully cooperate with the new performing entity and to provide transition support as required. Notwithstanding the clause entitled “Obligation of Funds” in Section B.30, the Contracting Officer may unilaterally deobligate funding associated with any such withdrawal of work. Cost and fee adjustments will be negotiated at the time the work is withdrawn

consistent with ICP baseline costs and fee percentages, and the contract modified accordingly. This requirement does not apply to a transition for the ICP Core Procurement DE-SOL-0007097.

B.27 ICP-III - FEE PAYMENT SCHEDULE AND ADJUSTMENTS

(a) Fee Payment Schedule

A fixed fee will be established for specific work activities and DOE may also include schedule, cost and/or performance incentives. Pension is excluded from any fee calculation.

(b) DOE will utilize the existing fixed unit costs and fixed unit rates as the basis for fee for the following work scope:

1. Repackaging of CH-TRU Sludge Waste Drums in ARP V (C.14.2.4): Fee to be earned at a unit rate per drum of \$800, if one drum is compliantly repackaged at an average direct cost of \$7,983.86 or less. If the average direct cost exceeds \$7,983.86, the fee unit rate per drum is reduced to \$737 per drum.
2. Repackaging of CH-TRU Sludge Waste Boxes in ARP V (C.14.2.4): Fee to be earned at a unit rate per box of \$7,392, if one box is compliantly repackaged at an average direct cost of \$70,423 or less. If the average direct cost exceeds \$70,423, the fee unit rate per drum is reduced to \$6,809 per box.
3. Exhumation of Buried Waste (C.14.4.5.1): Fee to be earned at a unit rate per 0.01 acre of \$28,500 if 0.01 acre is exhumed at an average direct cost of \$287,478 or less. If the average direct cost exceeds \$287,478, the fee unit rate per 0.01 will be reduced to \$27,244 per 0.01 acres.

Additional fixed unit costs and fixed unit rates may be negotiated separately.

Fixed fee billed monthly at 1/6 of the amount indicated in B.25 per month and fixed unit rates may be billed monthly. The fixed unit rates will receive the lower of the values identified above.

B.28 ICP-III - FINAL FEE PAYMENT

- (a) The final fee payment for ICP III will be based on the negotiated fee defined in Section B.27. Should a fee reduction be assessed in accordance with I.141 DEAR 952.233-76 Conditional Payment of Fee or Profit (CPOF), the Contractor shall deduct the assessed amount from the monthly fee invoice in the same period that the CPOF notice is received. Also, for each cost constraint that has been met for the fixed unit rates (calculated by total direct costs divided by total units completed), the increment to the higher fee rate will also be paid.
- (b) If the sum of the total fee payments made during the period of ICP-III is greater than the overall fee due at the end of ICP-III, the Contractor shall reimburse the amount of fee already paid that is greater than the fee earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made.

B.29 ICP-III - STATEMENT OF COMMITMENT

The DOE and the contractor recognize the accelerated cleanup is a cooperative undertaking that requires both parties to seek innovative approaches to achieve the end objective. Streamlining processes and eliminating non-value-added requirements are critical to accomplishing accelerated cleanup. Both parties agree through the term of this contract to use their best efforts and to cooperate in seeking the reduction of non-value-added requirements and processes that impede progress.

B.30 ICP-III - OBLIGATION OF FUNDS

Total funds in the amount of \$(see current Detailed Funding Profile) are obligated herewith and made available for payment of allowable costs and fee earned from the effective date of this contract through contract completion pursuant to the FAR Clause 52.232-22, entitled "Limitation of Funds."

B.31 ICP-III - SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (CHANGES TO COST AND FEE)

Changes that may affect the estimated cost and fee will be as follows:

- (a) Changes Beyond Contractor Control: When work under this contract is changed that is not directly attributable to contractor actions or inactions, equitable adjustments to Section B, estimated cost and fee, may be made, in accordance with the changes clause.
- (b) Requests for equitable adjustment shall be submitted in accordance with FAR part 15, specifically FAR Table 15-2, and must be in compliance with all applicable Cost Accounting Standard (CAS) and in accordance with the Contractor's

Disclosure Statement. Cost related to REAs shall be in accordance with the Clause I.153, FAR 52.243-6, Change Order Accounting.

- (c) Changes for which the Contractor is Accountable: When work under this contract is changed as a direct result of contractor actions or inactions, or as a result of the contractor's failure to adequately manage project or technical risks through willful misconduct or negligence, the Government will not negotiate changes, and the contractor agrees that these changes shall not constitute a change to the Section B. Such changes will be maintained as a variance to the ICP-III Project Baseline, as defined in Section H.1 (but the estimated cost and corresponding Fees will not change).
- (d) Cost and fee negotiations relating to indirect cost for any added/deducted change to the contract will be based on the incremental change to the indirect cost when compared to the negotiated indirect costs for ICP-III. The Contractor shall provide supporting justification and documentation detailing the incremental increase/decrease in each indirect cost for each contract pricing action.

B.32 ICP-III – FRINGE BENEFITS:

Fringe costs, based upon the current approved provisional rate, will be considered a direct cost for pricing scope additions and scope deletions and the costs will be included in the fee calculation for such contract change actions.