IDAHO ENVIRONMENTAL COALITION, LLC

SUPPLEMENTAL PROVISIONS FOR
FIRM FIXED PRICE (FFP) CONTRACT TYPE

1. DEFINITIONS – See General Provisions

2. ORDER OF PRECEDENCE – See General Provisions

3. CONTRACT TYPE

This is a Firm Fixed Price (FFP) contract type, which provides for a price that is not subject to any adjustment on the basis of the cost experience in performing the Order, unless a supportable change request is incorporated per the provisions of this Order. This Order places full responsibility upon the Subcontractor for all costs and resulting profit or loss.

4. CHANGES/MODIFICATIONS

4.1 Change Terms

4.1.1 The Company's SA or the Company's Subcontract Manager are the only individuals authorized to bind the Company contractually in performance of Work under this Order.

4.1.2 Any failure by Subcontractor to assess requirements described in the Work shall not be accepted as a basis for entitlements to an equitable adjustment pursuant under this Article.

4.1.3 No Subcontractor claim is allowed after final payment under this Order.

4.1.4 The Subcontractor shall continue performing Work while any Subcontractor Modification request is pending. However, the Subcontractor shall not start the additional Work until the Company provides written approval.

4.1.5 If the Work is reduced by modification, such action will not constitute a claim for damages based on loss of anticipated profits. However, failure to agree to any adjustment shall be a dispute within the meaning of the Article of these General Provisions entitled "Disputes."

4.1.6 Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the Parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in price or period of performance.

4.1.7 The Company shall not be liable for, and Subcontractor hereby waives, any claim or potential claim in which Subcontractor did not report a modification in accordance with the provisions of this Article.

4.1.8 Except as may be expressly set forth in this Order and with the government contracting officer's express consent, this Subcontractor shall not acquire any direct claim or direct course of action against the U.S. Government.

4.2 FAR 52.243-1 Changes – Fixed Price (Aug 1987), Modified

(a) The [Company] may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this [Order] in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance

of any part of the work under this [Order], whether or not changed by the order, the [Company] shall make an equitable adjustment in the [Order] price, the delivery schedule, or both, and shall modify the [Order].

(c) The [Subcontractor] must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. [Subcontractor shall submit an Information Review/Change Order ("IRCO Form"), FRM-2210]. However, if the [Company] decides that the facts justify it, the [Company] may receive and act upon a proposal submitted before final payment of the contract.

(d) If the [Subcontractor's] proposal includes the cost of property made obsolete or excess by the change, the [Company] shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the [Subcontractor] from proceeding with the [Order] as changed.

4.3 Material/Equipment Changes

4.3.1 No substitutions to Goods shall be made in this Order without the prior written consent of the Company.

4.3.2 The Company shall have the right by written direction to make changes to the specification and drawings for goods or services covered by this Order.

4.3.3 If Subcontractor believes that such change affects the price or delivery date for such goods or services, Subcontractor shall so notify Company in writing (with adequate supporting documentation) within five (5) working days after receipt of said written direction. Subcontractor shall suspend performance of the change unless thereafter released in writing by Company to perform said change, and Company and Subcontractor shall mutually agree in writing upon an equitable adjustment in the Price and/or delivery date to reflect the effect of such change.

4.3.4 Subcontractor's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) working days after Subcontractor receives direction to make such changes. Subcontractor shall not suspend performance of the unaffected portion of this Order while Company and Subcontractor are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Company. If released in writing by the Company, Subcontractor shall comply with and perform such changes in accordance with the terms of this Order during the time Subcontractor and Company require to mutually agree upon an equitable adjustment. No agreement or understanding modifying the conditions of terms of this Order shall be binding upon Company nor will extra compensation be paid by Company unless the agreement or understanding is made in writing.

4.4 Subcontractor Change Request

4.4.1 Subcontractor may submit an IRCO Form if Subcontractor knows or should have known of a change, revision, addition, or deletion of the Work. Subcontractor shall give the Company written notice within five (5) calendar days after the happening of any event which Subcontractor believes may give rise to an adjustment in Price, schedule or any other terms or conditions.

4.4.2 Upon receipt of the IRCO Form, the Company shall review and submit it to the DOE for approval, if applicable. Any Price or Schedule adjustment granted to Company by DOE relating to the Work, is a condition precedent to any obligation by Company to sign a change/modification.

4.4.3 If DOE approves the Modification request, Company shall issue a written Modification to this Order which will be effective once signed by both Parties. If DOE does not approve the Modification Request, the Company, at its sole discretion, may sign a written modification.

4.5 Delays and Extension of Time

4.5.1 If the Subcontractor intends to file a claim for a time extension for a delay, it will, within forty-

eight (48) hours of the occurrence, give written notice of the claim to the Company's SA stating the circumstances, the possible extension involved, and the reasons for the claim.

4.5.2 Within seven (7) calendar days after the cause of delay has been remedied, the Subcontractor will give written notice to the Company's SA of the actual time extension requested.

4.5.3 Within fifteen (15) calendar days after the Subcontractor submits to the Company's SA a specific written request for a time extension, the Company will make the final decision on the request for a time extension.

4.5.4 No time extension will be considered for weather conditions in the area in which the Work is being performed unless determined by the Company's STR to warrant such extension. Unusual weather conditions, if determined by the Company to be of a severity that would stop all progress of the Work, may be considered as cause for a time extension.

4.5.5 Delays in delivery of equipment or material purchased by the Subcontractor or its Lower-tier Subcontractors (including Company-selected equipment) or failure of the Subcontractor or its Lower-tier Subcontractors to perform will not be considered as a just cause for a delay unless the Company was responsible for causing the delay rather than the Subcontractor. The Subcontractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials, unless the Company caused impact beyond the Subcontractor's control.

5. PRIME CONTRACT TERMS AND CONDITIONS

In addition to the Prime Contract Flowdown Clauses, the following Prime Contract clauses are hereby incorporated by reference into this Order and shall be in full force unless an exception applies, otherwise noted below, or otherwise specified in the clause.

Prime Contract Clause No.	FAR/DEAR Reference	Title
E.1.1	52.246-2	Inspection of Supplies – Fixed Price (Aug 1996)
E.1.3	52.246-4	Inspection of Services – Fixed Price (Aug 1996)
F.1.3	52.242-15	Stop-Work Order (Aug 1989)
F.1.5	52.242-17	Government Delay of Work (Apr 1984)
I.125	52.228-5	Insurance – Work on A Government Installation (Jan 1997)
I.126	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.129	52.232-1	Payments (Apr 1984)
I.131	52.232-8	Discounts for Prompt Payment (Feb 2002)
I.133	52.232-11	Extras (Apr 1984)
I.171	52.243-1 Full Text Above	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)
I.188	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012)
I.191	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

END OF SUPPLEMENTAL PROVISIONS – FIRM FIXED PRICE (FFP) CONTRACT TYPE