

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00103	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: Jason Mack 600 William Northern Blvd Tullahoma TN 373884729		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061
			10B. DATED (SEE ITEM 13) 05/27/2021

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2 - Changes - Cost Reimbursement (Aug 1987) - Alt I (Apr 1984)

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.)

DUNS Number: Not Available

UEI: LQ5ZLNE3EM27

Procurement Instrument Identifier (PIID): 89243223FEMTO04

The purpose of this modification is to revise Task Order 4a, Accelerated Retrieval Project (ARP)/Subsurface Disposal Area (SDA) Demolition and Organic Contamination in the Vadose Zone (OCVZ) Well Abandonment, scope to exclude completing eight OCVZ well abandonments (see below for 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) Grace H. Ruiz	
15B. CONTRACTOR/OFFEROR JOHN MACRAE (Affiliate) <small>Digitally signed by JOHN MACRAE (Affiliate) Date: 2024.06.24 11:50:25 -0600</small> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA GRACE RUIZ <small>Digitally signed by GRACE RUIZ Date: 2024.06.24 13:45:33 -0600</small> (Signature of Contracting Officer)	16C. DATE SIGNED 06/24/2024

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/P00103

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00004	<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: 10/01/2021 to 09/30/2031</p> <p>Change Item 00004 to read as follows (amount shown is the total amount):</p> <p>Task Order-4a - ARP/SDA Demolition and OCVZ Well Abandonment Line item value is: \$95,658,389.00 Incrementally Funded Amount: \$69,205,680.57</p> <p>PIID: 89243223FEMTO04 TASK ORDER 4a - ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT</p> <p>The purpose of this modification is to revise Task Order 4a scope to exclude completing eight OCVZ well abandonments (see Attached Task Order 4 Option A Accelerated Retrieval Project (ARP)/Subsurface Disposal Area (SDA) Demolition and Organic Contamination in the Vadose Zone (OCVZ) Well Abandonment - Redline).</p> <p>All other terms and conditions remain unchanged.</p>				95,658,389.00

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

**TASK ORDER 4 OPTION A
ACCELERATED RETRIEVAL PROJECT (ARP) /
SUBSURFACE DISPOSAL AREA (SDA) DEMOLITION AND
ORGANIC CONTAMINATION IN THE VADOSE ZONE (OCVZ)
WELL ABANDONMENT**

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

This page intentionally left blank

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

Table of Contents

Section B – Supplies or Services and Prices/Costs 1

Section C – Performance Work Statement..... 5

Section D – Packaging and Marking 6

Section E – Inspection and Acceptance 6

Section F – Deliveries or Performance 6

Section G – Contract Administration Data 6

Section H – Special Contract Requirements..... 7

Section I – Contract Clauses 7

Section J – List of Documents, Exhibits, and Other Attachments 7

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00~~103099~~

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

This page intentionally left blank.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00004 of the Idaho Cleanup Project (ICP) Contract Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract 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.

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 cost, performance, and schedule incentive information are as follows:

(i) Cost Incentive:

Target Cost (Direct):	\$ 65,495,056
Target Fee (2.5%):	\$ 1,615,932*
Maximum Fee (5.0%):	\$ 3,231,863*
Minimum Fee:	\$ 0

*Because the change in Target Cost (Direct) is minimal, there is no change to the Target Fee and Maximum Fee total dollars. Fee percentages (rounded) remain unchanged.

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. In no event shall the fee be greater than fifteen (15) percent or less than zero percent of the target cost.

(ii) Performance Incentive:

Maximum Fee (7.0%):	\$ 4,524,609
Minimum Fee:	\$ 0

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

Performance incentive fee shall be earned as Deactivation and Decommissioning (D&D) of each Accelerated Retrieval Project (ARP) facility is completed. Performance incentive fee shall be earned as follows (Table B-1):

Table B-1. Performance Incentive.

PERFORMANCE INCENTIVE - PROGRESS/COMPLETION FEE	Percent	Amount
Interim/Progress Fee (earned upon completion/no clawback)		
ARP D&D		\$ 323,186
ARP D&D		\$ 323,186
ARP D&D		\$ 323,186
ARP D&D		\$ 323,186
ARP D&D		\$ 323,186
ARP D&D		\$ 323,186
TO-4a End State Fee		
After Final ARP D&D Completed NLT 12/31/2024		\$ 2,585,493
Total Performance Incentive - Max Per ARP D&D	7.0%	\$ 4,524,609

(A) \$1,939,116 may be earned once D&D of the first six of seven ARPs is completed. Upon completion of each ARP D&D, the Contractor shall earn \$323,186 (\$1,939,116/6).

(B) The remaining \$2,585,493 shall be earned by the Contractor after completing D&D of the final ARP. The completion must be on or before December 31, 2024. None of the \$2,585,493 fee shall be earned if not completed by December 31, 2024.

(C) Completion criteria for interim progress fee for D&D of ARP facilities is as follows:

- (1) The Contractor shall have an ARP facility completely demolished under the D&D plan (DOE/ID-12000 Rev 2) and its footprint is covered with the required amount of clean fill.
- (2) ARP facilities with wells within its footprint shall have the wells abandoned in accordance with well decommissioning TPR -7784 and ARP II well decommissioning work order.

(D) Completion criteria for final performance fee payment is as follows:

- (1) The SDA shall be in a state that SDA Cap construction can begin without further D&D within the SDA boundary as described in the Request for Task Order Proposal (RTP). This shall include:
 - (i) All ARPs shall be closed in accordance with the requirements listed above.
 - (ii) All support buildings within the SDA boundary, as described in the RTP, shall be D&D or otherwise dispositioned.
 - (iii) All remaining wells and lysimeters within the design footprint of SDA Evapotranspiration (ET) surface barrier abandoned except 8 wells (1E, O-3, S1898, 1V, 5V, 8V, 9V and 10V), fire water lines grouted and abandoned or removed, and power feeds are removed to allow SDA Cap Construction to start.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

(iii) Schedule Incentive:

Maximum Fee (3.0%): \$ 1,939,118

Minimum Fee: \$ 0

Schedule incentive fee shall be earned if all work scope is completed ahead of schedule as follows:

Completed by November 30, 2024	\$ 646,373
Completed by October 31, 2024	\$1,292,745
Completed by September 30, 2024	\$1,939,118
Completion criteria:	See B.2(a)(1)(ii)(D)

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

Table B-2. Estimated Total Price.

Total Estimated Direct Cost:	\$65,495,056
Cost Incentive Fee Max:	\$3,231,863
Performance Incentive Fee Max:	\$4,524,609
Schedule Incentive Fee Max:	\$1,939,118
Total Estimated Price (Direct Cost + Max Fee):	\$75,190,646
Indirect Costs – POH	\$19,039,400
Pension	\$1,428,343
Total Task Order Value	\$95,658,389

The incentive fee above is related to direct costs (including fringe costs on direct labor) only and excludes any fee related to Program Overhead (POH) costs. The Parties agree that any incremental fee associated with POH will be captured in TO-3 Phase 2 for Fiscal Year 2024 and Fiscal Year 2025 POH. Fee is not earned on pension contributions.

The Contractor’s Task Order proposal is subject to audit in accordance with DEAR 915.404-2-70(b). Therefore, the terms and conditions of this Task Order are subject to renegotiation, pending resolution of an external audit(s) of the Contractor’s proposal. At the time of Task Order issuance, an external audit(s) of the Contractor’s proposal was not complete. Therefore, the parties agree that the negotiated price and other terms and conditions may be subject to a downward adjustment based on the results of any audit report(s) and resolution of audit findings. Nothing in this clause shall release the Contractor from any obligation of performance contained in the Task Order.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

(b) Payment of fee:

- (1) Cost incentive fee will be made in accordance with this clause, Section B.12, *Provisional Payment of Fee* (Oct 2013)(Revised) of the Master IDIQ Contract, and other applicable clauses of the Task Order.
- (2) Cost incentive fee under this TO will be invoiced and paid quarterly. To determine the amount of cost incentive fee to invoice, the target fee will be divided by the total number of quarters (nine). The Department of Energy, Idaho Cleanup Project (DOE-ICP) will perform an additional evaluation to determine accuracy underruns/overruns experienced. Lastly, 20% of the estimated earned fee will be held until the end of the task order.
- (3) Performance incentive fee under this TO will be invoiced and paid quarterly after completion criteria is validated by DOE-ICP.
- (4) Schedule incentive fee under this TO will be invoiced and paid after completion criteria is validated by DOE-ICP.

(c) Task Order Description:

Initially, the Performance Work Statement is covered under Task Order 3, Integration and Mission Continuity (IMC), to provide for operational continuity and programmatic support during which initial End State Task Orders will be defined, developed, and negotiated. In accordance with the Ten-Year End State Strategic Task Order Plan, Radioactive Waste Management Complex (RWMC) Closure End State (Task Order 4) includes options for the following subtasks: ARP/SDA Demolition, OCVZ Well Abandonment, Advanced Mixed Waste Treatment Plant Facility Resource Conservation and Recovery Act (RCRA) Closure and Demolition, and SDA Cap Construction. This Task Order is for Task Order 4 Option A, which includes subtasks ARP/SDA Demolition and OCVZ Well Abandonment. Additional TO-4 options for the remaining RWMC Closure End State activities will be defined, developed, and negotiated as information becomes available.

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*, funds are obligated for the payment of allowable costs. This task order will be incrementally funded. Obligated funding shall only be used for the specific task order as designated in the Contract and shall not be used for any other task order.

B.9 Basis for Change

The Contractor is responsible for total performance of Task Orders issued including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). To manage risks and reduce contract changes, risk ownership for the Government and Contractor are listed in *TO-4a Risk Register* (Modification P00040, Attachment 4).

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

Section C - Performance Work Statement

C.1 Task Order Requirements

During the execution of TO-4 Option A, the Contractor shall perform portions of the scope defined in the following PWS sections of the Master IDIQ Contract, identified below:

- C.4.4.05 WAG 7 RWMC CERCLA Remediation (as related to the disposition of the OCVZ system and well closure)
- C.5.6 RCRA Closure of RWMC Facilities
- C.8.0 Facility Demolition and Dismantlement (D&D) (as related to the disposition of RWMC facilities within the updated footprint of the SDA Cap)

1. The Contractor shall disposition all structures, utilities and equipment within the updated design of the SDA Cap footprint (with the exception of the 20 specific buildings discussed below) to support the requirements of the future construction of the evapotranspiration (ET) surface barrier in accordance with the OU 7-13/14 Phase 3 remedial design (RD) work plan.

There are 17 buildings outside of the SDA (see below) that will be impacted by the footprint of the SDA Cap. These buildings include the TRUPACT inspection facility (WMF-602), maintenance facilities (WMF-609, WMF-656, WMF-604), warehouse spaces (WMF-655, WMF-1634), utilities (WMF-750, WMF-1616, WMF-743, WMF-760), and office spaces (WMF-645, WMF-646, WMF-657, WMF-TR-16, WMF-601, WMF-620, WMF-621). While these buildings must be removed to complete cap construction, they will not impact the start of cap construction since they are outside of the SDA boundary. These buildings are all radiologically clean and do not require disposal in a radiological landfill such as ICDF or the SDA. Therefore, because their disposition will be relatively straightforward and their disposition cost will be minimal, the disposition of these buildings can be completed under a separate task order in parallel with SDA Cap construction.

The following buildings within the updated design of the SDA Cap footprint will not be included in the TO-4 Option A proposal to continue to support ongoing D&D and waste operations at RWMC. Removal of these building will be captured in a follow-on task order to ensure delivery of the SDA Cap by December 31, 2028.

- WMF-609 Heavy Equipment Storage
- TR-16 Operations
- WMF-645 Operations
- WMF-646 Operations
- WMF-657 Operations
- WMF-750 Firewater Riser Room
- WMF-602 TRUPACT Shipping
- WMF-656 Maintenance
- WMF-601 Radcon and Shipping
- WMF-604 Instrument Shop
- WMF-655 Warehouse

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00~~103099~~

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

- WMF-620 Work Control
- WMF-621 Work Control
- WMF-1616 Deep Well Pumphouse
- WMF-743 Firewater Pumphouse
- WMF-760 Power Substation
- WMF-1634 Warehouse

There are 3 buildings inside of the AMWTP footprint (see below) that are impacted by the current footprint of the SDA Cap. Due to the continued AMWTP mission, the SDA Cap footprint is being updated with a design change to eliminate impact to buildings inside of the AMWTP footprint. The following buildings will also not be included in the TO-4 Option A proposal:

- WMF-635 (AMWTP) AMWTP Payload Assembly
- WMF-636 (AMWTP) Transuranic Storage Area Retrieval Enclosure (TSA-RE)
- WMF-723 (AMWTP) Transportation Weather Cover Attached to TSA-RE Pad 1

2. The Contractor shall disposition wells within the updated footprint of the SDA Cap except 8 wells (1E, O-3, S1898, 1V, 5V, 8V, 9V and 10V).
3. The Contractor shall disposition the OCVZ structures and equipment within the updated SDA Cap footprint.

Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference, as applicable.

Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference, as applicable.

Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, as applicable. 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 overall Task Order Period of Performance (POP) is estimated to be October 4, 2022 to December 31, 2024.

Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference, as applicable.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00103099

TASK ORDER 4A – ARP/SDA DEMOLITION AND OCVZ WELL ABANDONMENT

Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference, as applicable.

Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, as applicable.

Section J - List of Attachments

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