

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00069	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: Brant Dotson 600 William Northern Blvd Tullahoma TN 373884729		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE LQ5ZLNE3EM27		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000
			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	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 - Changes - Cost Reimbursement (Aug 1987) - Alt I (Apr 1984)
	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

The purpose of this modification is to definitize work scope relating to the fabrication and procurement of additional Integrated Waste Treatment Unit (ITWU) Canisters under TO 7.1 - IWTU Operations. Previously, under modification P00049 (dated 10/17/2024) a unilateral change order was issued. A \$6M Not-to-Exceed (NTE) was authorized in a separate modification (P00057) dated 12/9/2024. See below for further 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) KIMBERLI SOUTHWICK (Affiliate) Digitally signed by KIMBERLI SOUTHWICK (Affiliate)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker
15B. DATE SIGNED Date: 2025.02.18 15:15:54 -0700	16B. UNITED STATES OF AMERICA AARON NEBEKER Digitally signed by AARON NEBEKER Date: 2025.02.18 15:32:10 -0700
(Signature of person authorized to sign)	(Signature of Contracting Officer)
	16C. DATE SIGNED 2/18/2025

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/89304223FEM400000/P00069

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)
00701	<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 00701 to read as follows (amount shown is the total amount):</p> <p>CLIN 07 SUBTASK 0701 IWTU OPERATIONS (TASK ORDER 7.1) Line item value is: \$238,939,203.00 Incrementally Funded Amount: \$170,324,584.42</p> <p>This modification definitizes a change in scope related to contract section C.6.1 - Integrated Waste Treatment Unit (IWTU) Operations. This change includes the fabrication and procurement of 250 additional canisters. See attached Task Order 7.1 - IWTU Operations. Below is a summary of the value of changes in this modification:</p> <p>\$ 5,439,116 (Unburdened value of added work scope) \$ 108,782 (Indirect cost adjustment) \$ 271,956 (Fee: 5% of base cost) \$ 5,819,854 (Total adjusted price)</p> <p>CONTRACTORS STATEMENT OF RELEASE: 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 Ordering Procedure, 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>				238,939,203.00

IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000
ICP TEN-YEAR PLAN - HYBRID TASK ORDER
MOD P000698

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

Table of Contents

Section B – Supplies or Services and Prices/Costs	1
Section C – Performance Work Statement	2
Section D – Packaging and Marking	2
Section E – Inspection and Acceptance	2
Section F – Deliveries or Performance	3
Section G – Contract Administration Data	3
Section H – Special Contract Requirements	3
Section I – Contract Clauses	3
Section J – List of Documents, Exhibits, and Other Attachments	3

IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000
ICP TEN-YEAR PLAN - HYBRID TASK ORDER
MOD P000698

This page intentionally left blank.

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	\$ 717,323,187
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	\$ 13,449,425
CLIN 07 Tank Closure					
701	09/18/2023	IWTU Operations (TO 7.1)	CPFF	10/1/2023 - 9/30/2025	\$ 238,939,203 233,119,349
702	TBD	Tank Closure (TO 7.2)	TBD	TBD	TBD
TOTAL					\$ 1,028,403,220 1,022,583,366

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 P000~~6923~~

SUBTASK 0701 - IWTU OPERATIONS

**Task Order 7.1, Subtask 0701 – Integrated Waste Treatment Unit
(IWTU) Operations (CLIN 07)**

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P000~~6923~~

SUBTASK 0701 - IWTU OPERATIONS

Table of Contents

Section B – Supplies or Services and Prices/Costs.....1

Section C – Performance Work Statement2

Section D – Packaging and Marking3

Section E – Inspection and Acceptance3

Section F – Deliveries or Performance3

Section G – Contract Administration Data.....4

Section H – Special Contract Requirements4

Section I – Contract Clauses.....4

Section J – List of Documents, Exhibits, and Other Attachments4

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0006923

SUBTASK 0701 - IWTU OPERATIONS

Section B - Supplies or Services and Prices/Costs

This Subtask (herein referred to as Task Order 7.1) 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)	07	CLIN 07
Subtask	701	Task Order 7.1

This subtask shall be performed under Contract Line Item Number (CLIN) 00007 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 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-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:	<u>\$ 230,246,227</u> \$224,698,329
Fixed Fee:	<u>\$ 8,692,976</u> \$ 8,421,020
PMI Fee:	*
Total Estimated Price:	<u>\$ 238,939,203</u> \$233,119,349
Level of Effort (Productive Hours):	1,152,368**

**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.*

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0006923

SUBTASK 0701 - IWTU OPERATIONS

(2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows (Table B-2):

Table B-2. Task Order CLIN Structure.

CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee:	PMI Fee:	Total Estimated Price:
07	IWTU Operations	CPFF	\$230,246,227 \$224,698,329	\$8,692,976 \$8,421,020	*	\$238,939,203 \$233,119,349
CLIN= Contract Line Item Number						

* PMI will be available among all active TO's, however, the entire PMI fee available is managed under TO-3.

(3) 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, such as (b)(1) below.

(4) CLIN Description:

CLIN 07 – IWTU Operations:

The IWTU Operations scope shall be performed in accordance with Section C.6.1 IWTU Operations of the Master IDIQ Contract and Section C below. 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 7.1, the Contractor shall perform portion of the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.6.1 – Integrated Waste Treatment Unit (IWTU) Operations

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P000~~6923~~

SUBTASK 0701 - IWTU OPERATIONS

The contractor shall operate and maintain the IWTU facility until treatment is complete on all sodium-bearing waste (SBW) in the four Idaho Nuclear Technology and Engineering Center (INTEC) tanks WM-187, WM-188, WM-189, and WM-190, estimated 900,000 gallons of SBW, and store the granular waste product in the IWTU storage area. This work scope includes, but is not limited to:

- All planned and unplanned facility outages to include granular-activated carbon (GAC) bed changeout.
- Constructing new IWTU vaults
- Canister preparation and fabrication
- Transitioning IWTU nitrogen electric system from Diesel to Electric
- IWTU miscellaneous modifications
- Expansion of the Product Storage Building; and
- Construction of additional support buildings as needed to support operations

It is expected that the contractor will operate and maintain the plant in a way that is most advantageous to the government. Wide latitude is given to the contractor’s approach and changing plant conditions.

P00069, The Contractor shall fabricate and procure an additional 250 canisters to support ongoing IWTU operations.

- C.9.2.01.01 - Project Support Performance Requirements

The Contractor shall prepare a Fiscal Year Work Plans (FYWP) that includes narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. The FYWP 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 Master IDIQ Contract is incorporated by reference.

Section F - Deliveries or Performance

Section F 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.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P000~~6923~~

SUBTASK 0701 - IWTU OPERATIONS

F.3 Period of Performance

(b) The overall Period of Performance (POP) of this subtask is anticipated to be October 1, 2023 through September 30, 2025.

Section G - Contract Administration Data

Section G of the Hybrid Task Order is incorporated by reference, as applicable.

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.

Additional clause(s):

52.228-15 Performance and Payment Bonds-Construction

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.