

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 13										
2. AMENDMENT/MODIFICATION NO. P00091		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: Laura McGee 600 William Northern Blvd Tullahoma TN 373884729				(x)			9A. AMENDMENT OF SOLICITATION NO.								
							9B. DATED (SEE ITEM 11)								
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000								
							10B. DATED (SEE ITEM 13) 09/08/2023								
CODE LQ5ZLNE3EM27		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.															
<table><tr><td>CHECK ONE</td><td>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.</td></tr><tr><td></td><td>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).</td></tr><tr><td>X</td><td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (Aug 1987) - Alt I, II, III (April 1984)</td></tr><tr><td></td><td>D. OTHER (Specify type of modification and authority)</td></tr></table>								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, II, III (April 1984)		D. OTHER (Specify type of modification and authority)
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	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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 Additional Idaho Comprehensive Environmental Response, Compensation, and Liability Act Disposal Facility Landfill Cell and Evaporation Pond Project 2 (AICDF-Project 2) under Task Order (TO)-4.2.  Previously under Modification P00055 (dated November 19, 2024) CLIN 00004, Subtask 402, for Task Order 4.2 (TO-4.2), AICDF-Project 2, was established. Mod P00055 also included a unilateral change order and Not-to-Exceed (NTE) of \$4.3M (Contracting Officer email dated November 13, 2024) for this work. This NTE allowed the Contractor to start pre-construction activities to support timely start of construction efforts that begin 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 Digitally signed by KIMBERLI SOUTHWICK (Affiliate) Date: 2025.05.20 20:50:46 -06'00'				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Grace H. Ruiz Date: 2025.05.21 06:39:47 -06'00'											
15B. CONTRACTOR OFFEROR (Affiliate)		15C. DATE SIGNED		16B. CONTRACTING OFFICER OF AMERICA GRACE RUIZ		16C. DATE SIGNED 05/21/2025									
(Signature of person authorized to sign)				(Signature of Contracting Officer)											

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303321DEM000061/89304223FEM400000/P00091	PAGE	OF
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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)
	<p>after Critical Decision (CD) 2/3 is approved for the AICDF-Project 2 (CLN 250167).</p> <p>Under Modification P00066 (dated February 4, 2025) the NTE was increased by \$14.0M from \$4.3M to \$18.3M (Contracting Officer email dated January 28, 2025). The additional NTE allowed the Contractor to address the installation of the geosynthetics, the Western Construction, Inc. subcontract, long lead procurements, and foundation scope to support timely start of construction efforts. See below for details.</p> <p>In addition, this modification updates the Idaho Cleanup Project (ICP) Ten-Year Plan Hybrid Task Order (See Attachment Hybrid Task Order 10 Yr Plan_P00091_Redline).</p> <p>Payment: VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 888-251-3557 or <a href="mailto:payments@hq.doe.gov">payments@hq.doe.gov</a></p> <p>Period of Performance: 10/01/2023 to 09/30/2031</p> <p>Change Item 00402 to read as follows (amount shown is the total amount):</p>				
00402	<p>CLIN 04 SUBTASK 0402 ADDITIONAL IDAHO COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) DISPOSAL FACILITY LANDFILL CELL AND EVAPORATION POND-PROJECT 2 (AICDF-PROJECT 2) Line item value is: \$53,266,069.00 Incrementally Funded Amount: \$18,300,000.00</p> <p>This modification definitizes work scope relating to AICDF-Project 2. under Section C.4.3.01 ICDF New Cell Construction. Based on incorporating the AICDF-Project 2 work scope, the total TO-4.2 value is \$53,266,069. The total value is comprised of the following:</p> <p>\$ 37,901,003 Direct Cost \$ 11,574,966 Program Overhead \$ 3,790,100 Available Fee \$ 53,266,069 Total Continued ...</p>				53,266,069.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303321DEM000061/89304223FEM400000/P00091	PAGE	OF
		3	3

NAME OF OFFEROR OR CONTRACTOR  
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Fee incentives includes cost, schedule, and performance incentives. Further details on fee can be found in the Attachment, Task Order 4.2 - AICDF-Project 2_P00091)</p> <p>Also attached are the Risk Registers for this scope of work. Any DOE ICP risk realized will require a formal Request for Equitable Adjustment (REA) to be submitted, reviewed, and approved by DOE ICP (see Attachments TO-4.2 DOE Transfer Risk Register_P00091 and TO-4.2 Project Risk Register_P00091).</p> <p>CONTRACTOR'S 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> <p>Attachments:</p> <ol style="list-style-type: none"> <li>1. SF30_Final</li> <li>2. Hybrid Task Order 10 Year Plan_P00091_Redline</li> <li>3. Task Order 4.2 - AICDF-Project 2_P00091</li> <li>4. TO-4.2 DOE Transfer Risk Register_P00091</li> <li>5. TO-4.2 Project Risk Register_P00091</li> </ol>				

**IDAHO CLEANUP PROJECT (ICP)**  
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000  
ICP TEN-YEAR PLAN - HYBRID TASK ORDER  
MOD P000910

**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 P000910

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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)
<b>CLIN 03 Integration and Mission Continuity</b>					
301		Reserved			
302	09/22/2023	Integration and Mission Continuity (TO 3.2)	CPAF	10/1/2023 - 9/30/2031	\$ 715,802,327
<b>CLIN 04 RWMC Closure</b>					
401		Reserved			
<u>402</u>		<u>Additional Idaho Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Disposal Facility Landfill Cell and Evaporation Pond-Project 2 (AICDF-Project 2)</u>	<u>CPIF</u>	<u>11/13/2024 – 8/5/2027</u>	<u>\$ 53,266,069</u>
<u>403</u> <u>2</u>	TBD	SDA Cap Installation (TO 4.2)	CPIF	TBD	TBD
<u>404</u> <u>3</u>	TBD	AMWTP Storage Facility RCRA Closure and Demo (TO 4.3)	TBD	TBD	TBD
<u>405</u> <u>4</u>	TBD	AMWTP Treatment Facility RCRA Closure and Demo (TO 4.4)	TBD	TBD	TBD
<b>CLIN 05 Naval Reactors</b>					
501	09/08/2023	S1W D&D (TO 5.1)	CPIF	10/1/2023 – 9/28/2028	\$ 141,456,397
502	TBD	Core Car (TO 5.2)	TBD	TBD	TBD
504	TBD	S5G (TO 5.4)	TBD	TBD	TBD
<b>CLIN 06 Non-Defense</b>					
601	09/19/2023	Non-Defense (TO 6.1)	CPFF	10/1/2023 - 9/30/2031	\$ 34,515,345
<b>CLIN 07 Tank Closure</b>					
701	09/18/2023	IWTU Operations (TO 7.1)	CPFF	10/1/2023 - 9/30/2025	\$ 238,939,203
702	TBD	Tank Closure (TO 7.2)	TBD	TBD	TBD
<b>TOTAL</b>					<b>\$ <u>1,183,979,341</u> <u>1,130,713,272</u></b>

## **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

CLIN 04, SUBTASK 4.2 – AICDF-PROJECT 2 (TO-4.2)

MOD P00091

**TASK ORDER 4.2 – ADDITIONAL IDAHO  
COMPREHENSIVE ENVIRONMENTAL RESPONSE,  
COMPENSATION, AND LIABILITY ACT (CERCLA)  
DISPOSAL FACILITY LANDFILL CELL AND  
EVAPORATION POND-PROJECT 2  
(AICDF-PROJECT 2)**

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 04, SUBTASK 4.2 – AICDF-PROJECT 2 (TO-4.2)

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**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 04, SUBTASK 4.2 – AICDF-PROJECT 2 (TO-4.2)

MOD P00091

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## Section B - Supplies or Services and Prices/Costs

This subtask (herein referred to as Task Order 4.2) 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	04	CLIN 04
Subtask	0402	Task Order 4.2

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to Task Order 4.2 included below is consistent with the clause numbering structure established by the Master Indefinite Delivery/Indefinite Quantity (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 Task Order 4.2 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 TO.

### 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 and performance incentive information are as follows:

(i) Cost Incentive:

Target Cost (Direct):	\$37,901,003
Target Fee (0.5%):	\$ 189,505
Maximum Fee (1.5%):	\$ 568,515
Minimum Fee:	\$ 0

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 (4.0%):	\$ 1,516,041
Minimum Fee:	\$ 0

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 04, SUBTASK 4.2 – AICDF-PROJECT 2 (TO-4.2)

MOD P00091

Performance incentive fee shall be earned as construction is completed. Performance incentive fee shall be earned as follows (Table B-1):

**Table B-1. Performance Incentive**

Performance Incentive	Amount
Completion of the AICDF Evaporation Pond	\$ 505,347
Completion of Crest Pad Buildings	\$ 505,347
Completion of Cell 3	\$ 505,347
<b>Total Performance Incentive</b>	<b>\$ 1,516,041</b>

- (A) \$505,347 may be earned (no claw back) after completion of the AICDF Evaporation Pond. Ponds are physically complete with independent Quality Assurance (QA) documentation to demonstrate passing criteria for compaction and permeability.
- (B) \$505,347 may be earned (no claw back) after completion of the Crest Pad Buildings. Structures are physically complete with all utilities and controls installed and ready for final commissioning and operational testing.
- (C) \$505,347 may be earned (no claw back) after completion of Cell 3. Cell 3 is physically complete with independent QA documentation that meets passing criteria for compaction and permeability.

**(iii) Schedule Incentive:**

Maximum Fee (4.5%): \$ 1,705,544

Minimum Fee: \$ 0

Schedule incentive fee shall be earned if Critical Decision (CD)-4 package submittal is completed ahead of schedule as follows:

Completed by April 1, 2027	\$ 1,705,544
Completed by May 5, 2027	\$ 1,534,990
Completed by June 5, 2027	\$ 1,364,435
Completed by July 2, 2027	\$ 1,023,326
After July 2, 2027	\$ 0

- (A) Completion criteria for schedule fee payment is as follows:

All work scope is complete and required CD-4 documentation is provided to DOE ICP that complies with the requirements of DOE Order 413.3B Chg 7, *Program and Project Management for the Acquisition of Capital Assets*.

- (2) The total estimated direct cost, incentive fees available, and indirect costs are as follows (Table B-2):

**Table B-2. Estimated Total Price**

<b>Total Estimated Direct Cost</b>	\$ 37,901,003
<b>Cost Incentive Fee Max</b>	\$ 568,515
<b>Performance Management Incentive (PMI) Fee</b>	*
<b>Performance Incentive Fee Max</b>	\$ 1,516,041
<b>Schedule Incentive Fee Max</b>	\$ 1,705,544
<b>Total (Direct Cost + Max Fee):</b>	\$41,691,103
<b>Indirect Costs – POH</b>	\$11,574,966
<b>Total TO Value</b>	\$53,266,069

*\*PMI will be available among all active TOs; however, the entire PMI fee available is managed under TO-3.2, Integration and Mission Continuity (IMC).*

*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 fee associated with POH will be captured in Task Order 3.2, IMC, for TO-4.2 period of performance.*

(b) Payment of fee:

- (1) 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.
- (2) Cost incentive fee under Task Order 4.2 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 quarters from FY 2025 quarter 4 through FY 2027 quarter 4). 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 Task Order 4.2.
- (3) Performance incentive fee under Task Order 4.2 will be invoiced and paid quarterly after completion criteria is validated by DOE ICP.
- (4) Schedule incentive fee under Task Order 4.2 will be invoiced and provisional payments paid quarterly. Provisional payment of the schedule incentive may be invoiced based on 60% of the maximum available schedule fee of \$1,705,544 divided equally by eight quarters (FY 2025 quarter 4 through FY 2027 quarter 3). Criteria for payment of provisional schedule incentive fee includes that the Cumulative-to-Date (CTD) Schedule Performance Index (SPI) must be  $\geq$  to 1.0. If the CTD SPI is  $<$  1.0, no quarterly provisional schedule incentive fee shall be paid. The Contracting Officer shall have the discretion to adjust previously paid provisional schedule incentive fee if CTD SPI falls below 1.0 based on CTD SPI and estimate to complete. If the CTD



## **IDAHO CLEANUP PROJECT (ICP)**

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CLIN 04, SUBTASK 4.2 – AICDF-PROJECT 2 (TO-4.2)

MOD P00091

SPI in subsequent quarters increases to  $\geq 1.0$ , cumulative provisional payments may be true-up. After schedule completion criteria is validated by DOE ICP, any remaining unpaid earned schedule incentive fee under Task Order 4.2 will be included and paid with the next quarterly invoice.

### **(c) Task Order 4.2 Description:**

Initially, the PWS is covered under Task Order 3.2 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, RWMC (Radioactive Waste Management Complex) Closure End State includes the following subtasks:

- ARP/SDA Demolition and Organic Contamination in Vadose Zone (OCVZ) Well Abandonment (TO-4a complete)
- AICDF-Project 2 (TO-4.2)
- Subsurface Disposal Area (SDA) Cap Installation
- Advanced Mixed Waste Treatment Plant (AMWTP) Treatment Facility Resource Conservation and Recovery Act (RCRA) Closure & Demolition
- AMWTP Storage Facilities RCRA Closure & Demolition (9 facilities).

Additional subtasks for the remaining RWMC Closure End States 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*, total funds in the amount(s) of \$(*see current funding modification and accompanying detailed funding profile*) are obligated for the payment of allowable costs.

Obligated funding shall only be used for the specific subtasks as designated in the Hybrid Task Order and shall not be used for any other subtask.

## **Section C - Performance Work Statement**

### **C.1 Task Order Requirements**

During the execution of Task Order 4.2, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.4.3.01 ICDF New Cell Construction

The Contractor shall construct a new disposal cell at the ICDF and any needed support infrastructure. AICDF-Project 2 consists of completing construction activities including Crest Pad Buildings (CPB), complete screening operations for cell operations 1 material, evaporation pond liner installation, cell 3 liner installation, systems testing of CPB, management self-assessment, and Critical Decision-4 activities.

## **Section D - Packaging and Marking**

Section D of the Hybrid Task Order is incorporated by reference.

## **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 Task Order 4.2 included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

### **F.3 Period of Performance**

The Period of Performance (POP) is November 19, 2024 through August 5, 2027.

## **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 Task Order 4.2. The Contractor shall submit the required deliverables under Task Order 4.2 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.



ICDF New Cell Project 2

Task Order 4.2 DOE Transfer Risk Register

Idaho Cleanup Project Programmatic Risk Register

Updated : 5.20.25

Updated : 5/20/25

														Cost Impacts			Schedule Impacts (in days)							
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	Best Case	Most Likely	Worst Case	Best Case	Most Likely	Worst Case	Basis of Impacts	Mitigation/ Enhancement Activities	Mitigation Activities (P6 activity that points to your mitigation action)	Response Actions	Notes
NICDF016V2	D.4.06	DOE	Reese, Craig	Balsmeier, Gregery	Supply Chain Delays and Cost Increases (Version 2)	Due to emerging local, regional, and/or international events the supply chain is impacted limiting the ability to procure or accurately estimate the cost and time necessary to acquire necessary materials, services, and personnel.	Examples: Tariffs on materials, Equipment not available when needed, Bentonite not available when needed, Geosynthetics not available when needed.	Open	Threat	Transfer	Likely	Moderate	3-Moderate	\$ 75,000	\$ 150,000	\$ 480,000	5	10	32	Best Case: 5 days X 10 hrs/dy X 20 FTEs X \$75/hr Most Likely Case: 10 days X 10 hrs/dy X 20 FTEs X \$75/hr Worst Case: 32 days X 10 hrs/dy X 20 FTEs X \$75/hr	Propose Transfer to DOE.	N/A	N/A	
NICDF042V2	D.4.06	DOE	Reese, Craig	Balsmeier, Gregery	Continuing Resolutions (Version 2)	Continuing Resolutions end up extending into late FY25, funding to complete scope in early FY26 may be delayed which may push the project completion to a later date.	Congress to approve.	Open	Threat	Transfer	Possible	Minor	2-Low	\$ 30,000	\$ 75,000	\$ 300,000	2	5	20	Estimates are based on SME judgement.	Propose Transfer to DOE.	N/A	N/A	
NICDF301	D.4.06	DOE	Reese, Craig	Balsmeier, Gregery	Agency Delay	The duration of DEQ document review could potentially extend longer than planned, thus pushing subsequent work scope.	A response from DEQ/EPA is received later than anticipated.	Open	Threat	Transfer	Possible	Minor	2-Low	\$ 3,000	\$ 6,000	\$ 9,000	4	8	12	Best Case: 1 FTE x 4 days x 10 hrs./day x \$75/hr. Most Likely Case: 1 FTE x 8 days x 10 hrs./day x \$75/hr. Worst Case: 1 FTE x 12 days x 10 hrs./day x \$75/hr.	Propose Transfer to DOE.	N/A	N/A	
NICDF304	D.4.06.4L.06	DOE	Reese, Craig	Balsmeier, Gregery	Increase in Fuel Prices	Western Construction submit a Firm Fixed Price with the highest expected fuel charge that might be experienced during this construction project. If the fuel costs rise above bid amounts, this may lead to a change order to cover the additional costs of fuel.	Fuel prices rise above expected amounts.	Open	Threat	Transfer	Rare	Moderate	1-Low	\$ -	\$ 114,350	\$ 228,700	0	0	0	Costs are based off of Westerns FFP Qualifying Details which shows fuel increas by 25% would equate to an addition of \$22,870/month. Assume and increase for 0 Months, 5 Months, and 10 Months. Duration is 18 Months	Propose Transfer to DOE	N/A	N/A	
NICDF305	D.4.06.4L.01	DOE	Reese, Craig	Balsmeier, Gregery	Increase in Cost of Bentonite	The procurement of the bentonite could go up in price, if the transportation charge goes up due to fuel cost rising.	Bentonite prices rise above expected amounts.	Open	Threat	Transfer	Possible	Serious	3-Moderate	\$ -	\$ 114,350	\$ 228,700	0	0	0	Costs are based off of Westerns FFP Qualifying Details which shows fuel increas by 25% would equate to an addition of \$22,870/month. Assume and increase for 0 Months, 5 Months, and 10 Months. Duration is 18 Months	Propose Transfer to DOE	N/A	N/A	
NICDF311	D.4.06	DOE	Reese, Craig	Balsmeier, Gregery	Site Stabilization Agreement Labor Rates Increase in May of 2025	The FFP for Project 1 and Project 2 are based off of current union labor rates. These rates may increase in May of 2025 due to renegotiations of union labor rates.	SSA labor rates increase.	Open	Threat	Transfer	Unlikely	Major	3-Moderate	\$ -	\$ -	\$ 127,961	0	0	0	Estimates are based on Western's FFP Qualifying Details in which from May 31, 2025 to June 1, 2026 it is assumed rates will be increase over 8% by 1% for the FFP rate of labor at 8% of \$9245,600 and from June 1, 2026 to completion increases over 4% by 1% of the total labor of \$3,550,500.	Propose Transfer to DOE	N/A	N/A	
NICDF313	D.4.06	DOE	Reese, Craig	Balsmeier, Gregery	Borrow material properties change during construction of Soil Bentonite Liner	During borrow activities at Rye Grass Flats, the soil properties may change and require more bentonite to be added to meet permeabilities	CQA permeability testing fails	Open	Threat	Transfer	Unlikely	Serious	2-Low	\$ -	\$ 502,000	\$ 1,004,000	0	0	0	Based on email from Preston Ellingford to Craig Reese on 10/31/24, states that 35% of the bentonite and freight equals \$1,229,000. This eequates to 1% of bentonite equals \$502K. Therefore, increase from 7% identified in Spec to 8% and 9% is estimated.	Propose Transfer to DOE	N/A	N/A	

Idaho Cleanup Project Programmatic Risk Register

Updated : 5.6.25

														Cost Impacts			Schedule Impacts (in days)							
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	Best Case	Most Likely	Worst Case	Best Case	Most Likely	Worst Case	Basis of Impacts	Mitigation/ Enhancement Activities	Mitigation Activities (P6 activity that points to your mitigation action)	Response Actions	Notes
NICDF027	D.4.06	IEC	Reese, Craig	Balsmeier, Gregery	PM Support - ICDF: Industrial Incident Resulting in Shutdown	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.	Open	Threat	Accept	Rare	Minor	1-Low	\$ 30,000	\$ 75,000	\$ 900,000	2	5	60	Best Case: 2 days X 10 hr./day X 20 FTEs X \$75/hr.;Most Likely Case: 5 days X 10 hr./day X 20 FTEs X \$75/hr.;Worst Case: 60 days X 10 hr./day X 20 FTEs X \$75/hr.	N/A	N/A	N/A	
NICDF030R2	D.4.06	IEC	Reese, Craig	Balsmeier, Gregery	Overtime Required	Technical or installation issues cause schedule delays require overtime recover or maintain project schedule.	To maintain project schedule, overtime is required due to unforeseen technical or installation issues.	Open	Threat	Accept	Possible	Moderate	2-Low	\$ 144,000	\$ 288,000	\$ 432,000	16	32	48	Best Case: 16 days X 1 hr./day X 120 FTEs X \$75/hr.;Most Likely Case: 32 days X 1 hr./day X 120 FTEs X \$75/hr.;Worst Case: 48 days X 1 hr./day X 120 FTEs X \$75/hr.	N/A	N/A	N/A	
NICDF033	D.4.06.4F.01	IEC	Reese, Craig	Balsmeier, Gregery	PM Support - ICDF: Weather Delays	Cold/wet weather in the spring and fall prevent construction of the cell and evaporation ponds.	Spring and fall weather prevent construction work at the site.	Open	Threat	Accept	Possible	Minor	2-Low	\$ 75,000	\$ 225,000	\$ 300,000	5	15	20	Best Case: 5 days X 10 hr./day X 20 FTEs X \$75/hr.;Most Likely Case: 15 days X 10 hr./day X 20 FTEs X \$75/hr.;Worst Case: 45 days X 10 hr./day X 20 FTEs X \$75/hr.	Any additional delays past 20 days is a DOE owned risk.	N/A	N/A	None
NICDF041	D.4.06.4L.01	IEC	Reese, Craig	Balsmeier, Gregery	Test Pad Failure	After construction, if the test pad fails due to boutwell installation is incorrect, the project will experience significant delays and cost increases to construct another test pad.	Compaction on test pad failure.	Open	Threat	Mitigate	Unlikely	Critical	3-Moderate	\$ 210,000	\$ 450,000	\$ 900,000	14	30	60	Best Case: 14 days X 10 hr./day X 20 FTEs X \$75/hr. (plus material) Most Likely Case: 30 days X 10 hr./day X 20 FTEs X \$75/hr. (plus material) Worst Case: 60 days X 10 hr./day X 20 FTEs X \$75/hr. (plus material)	Construct second horizontal test pad in parallel.	ICDF041	N/A	None
NICDF314	D.4.06	IEC	Reese, Craig	Balsmeier, Gregery	Programming of PLC	The programing of the PLCs is being done by IEC I&C and the installation of the hardware is being done by Western. During systems testing the system does not functioning correctly.	Systems testing identifies programming is not working correctly	Open	Threat	Accept	Possible	Minor	2-Low	\$ 10,000	\$ 50,000	\$ 100,000	4	8	12	Estimates are based on SME judgement. Base on a predicted rate to diagnose the issue and implement a solution. This will cause a delay and increase costs to the subcontractor if it is determined that the PLC is not functioning correctly is due to the programing and not the hardware.		N/A	N/A	
NICDF319	D.4.06	IEC	Reese, Craig	Balsmeier, Gregery	Subcontractor personnel Turnover	It costs approx. \$3,000 per employee to be trained. Due to factors out of Westerns control, there is excessive turnover on this project.	More than 10 additional employees require training to replace existing employees	Open	Threat	Accept	Possible	Minor	2-Low	\$ 25,000	\$ 50,000	\$ 75,000	0	0	0	Estimates are based on SME judgement. These cost were predictions based on number of possible new hires.	N/A	N/A	N/A	
NICDF323	D.4.06	IEC	Reese, Craig	Balsmeier, Gregery	BEA Power Support for IEC	BEA is unable to support installation of the power spur to provide power to the crest pad buildings.	BEA unable to support power needs.	Open	Threat	Accept	Unlikely	Moderate	2-Low	\$ 10,000	\$ 50,000	\$ 100,000	4	8	32	Based on SME judgement of approximate power needs.	N/A	N/A	N/A	
NICDF324	D.4.06	IEC	Reese, Craig	Balsmeier, Gregery	Additional Construction Support is required	Due to an incident, or working on weekends, additional IEC Construction Support is required	Additional IEC Construction support is required	Open	Threat	Accept	Possible	Minor	3-Moderate	\$ 100,000	\$ 250,000	\$ 500,000	0	0	0	Estimates are based on SME judgement. Current Burn Rate for IEC construction support is increased by 2.	N/A			