

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, 89243222FEMTO04 MOD P00040

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**

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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):	\$ 64,637,267
Target Fee (2.5%):	\$ 1,615,932
Maximum Fee (5.0%):	\$ 3,231,863
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 (7.0%):	\$ 4,524,609
Minimum Fee:	\$ 0

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):

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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, fire water lines grouted and abandoned or removed, and power feeds are removed to allow SDA Cap Construction to start.

(iii) Schedule Incentive:

Maximum Fee (3.0%): \$ 1,939,118
 Minimum Fee: \$ 0

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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:	\$64,637,267
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):	\$74,332,857

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.

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.

(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.

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(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).

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)

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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
- 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:

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- 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.
 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.

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.

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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.