

SECTION C.8 – ADDITIONAL WORKSCOPE

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The period of performance for contract Sections C.2 thru C.7 is through September 30, 2012.

C.8 ADDITIONAL WORKSCOPE

If the cleanup scope in this Statement Of Work is accomplished earlier than the contract completion date and funds are available, the Department of Energy (DOE) may add work scope to support the Environmental Management (EM) mission at the Idaho site pursuant to Section I.81, Changes – Cost Reimbursement (AUG 1987), and Alternate I (APR 1984). The additional work to be performed, the estimated cost, and the associated fee will be negotiated and the contract will be modified prior to the Contractor commencing any such work. Funding must be available to cover the costs and negotiated fee for any additional work scope. Fee earned as a result of completion of the additional work scope will be subject to the Maximum Fee limit stipulated in Section B.14(a).

Section C.8 contains projected work scope to be completed by the Idaho Cleanup Project (ICP) Contractor beginning October 1, 2012, or earlier, and shall be completed no later than September 30, 2015.

C.8.1 SPENT NUCLEAR FUEL (PBS ID-0012)

C.8.1.1 SPENT NUCLEAR FUEL STABILIZATION

The Contractor shall maintain all ICP-assigned spent nuclear fuel (SNF), SNF facilities, and SNF records. This includes ongoing project management functions, near term scheduling and tour support. Tours of non-operating facilities (i.e. cold and dark) will be directed on a case by case basis and will be added to the contract pursuant to the Section I.81 Changes Clause. There are approximately 264 metric tons heavy metal (MTHM) of ICP-assigned SNF in six dry storage facilities/configurations located within the Idaho Nuclear Technology and Engineering Center (INTEC) facility area and in the Nuclear Regulatory Commission (NRC) licensed Independent Spent Fuel Storage Facility (ISFSI) at Fort Saint Vrain, CO. Exhibit C.8-1, *ICP Assigned Spent Nuclear Fuel Official Use Only (OUO)*, provides a high-level description of SNF and SNF storage facilities/configurations. Seven unirradiated fuel items (by definition special nuclear materials) are stored and managed with the SNF in two facilities.

The Contractor shall also be responsible for maintaining the CPP-666 fuel storage basin and the non-EM assigned SNF currently stored in the basin. The material referred to in section C.8.1.4.2 is also stored in CPP-666.

The transport of the two West Valley SNF casks from the railroad siding to CPP-2707, Dry SF Cask Storage Pad shall be completed prior to September 30, 2015.

C.8.1.2 NRC LICENSED SNF STORAGE (ID-0012B.03)

The Contractor shall provide management of the NRC licensed facilities, in accordance with the license basis documents including commitments made to the NRC for the Three Mile Island (TMI) Independent Fuel Storage Installation SNM-2508, Idaho Spent Fuel Facility (ISFF) SNM-2512 at INTEC, and the Fort Saint Vrain (FSV) Independent Fuel Storage Installation SNM-2504 in Colorado. FSV security guards (GFSI) will be provided by DOE Idaho but Contractor shall provide management support to transition the new DOE contract and to assist DOE in the oversight of the contractor during period of the contract, per the Memorandum of Agreement (MOA) and the Division of Responsibilities (DOR). The Contractor will support DOE in actions with the NRC such as preparation of technical evidence to support license renewal and an aging management program for the TMI ISFSI, NRC inspections, and resolution to requests for information.

C.8.1.3 SNF PROGRAMS (ID-0012B.02)

C.8.1.3.1 INTEC SNF STORAGE FACILITIES SURVEILLANCE AND MAINTENANCE (ID-0012B.02)

The Contractor shall provide surveillance and monitoring, and shall implement a comprehensive preventative maintenance program for all INTEC SNF storage facilities through the duration of the contract. All INTEC SNF facilities are Nuclear Facility Hazard Category 2. The NRC licensed ISFF will not be designed or constructed in this contract performance period. Structural and mechanical systems must be monitored and sufficient action(s) taken to prevent deterioration and downtime from systems and components necessary to maintain facility functionality.

The Contractor may be requested to perform INTEC Systems/Facilities Refurbishment for CPP-666 for the specific scopes of work identified in Exhibit C.8.2 as funds become available. The scopes of work identified in Exhibit C.8.2 are not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause.

DOE may transfer SNF, SNF facilities, and associated resources from ICP (EM) to the Idaho National Laboratory (INL) contractor during the contract period. The Contractor shall support and participate in this transition. Facility transition and associated transfer costs to include any facility upgrades or enhancements, will not be an element of the base cost, but will be separately ordered pursuant to Section I.81, Changes Clause.

In 2009, DOE found SNF stored in CPP-603 that was not included in the special nuclear material accountability inventory. The Contractor shall provide confirmation of the SNF identity and update accountability records for the material as funds become available. This work will be separately ordered pursuant to Section I.81, Changes Clause.

C.8.1.4 SNF TRANSFERS

C.8.1.4.1 FOREIGN AND DOMESTIC SNF RECEIPTS (ID-0012B.02)

The Contractor shall maintain the capability (trained personnel, equipment, and procedures) to receive Foreign and Domestic Research Reactor (F/DRR) Program SNF for storage in CPP-603. Support to DOE in planning for receipts is included in the scope (assume three shipments of FRR/DRR for the extension period in addition to the Austria shipment). Assume 12 months from the date of notification of a shipment of FRR/DRR to receipt of the shipment. Shipments will be scheduled in a manner that recognizes the Contractor's current available resources to perform this work. Actual receipts of FRR/DRR SNF will be an element of the base cost. Complete receipt of an FRR TRIGA fuel shipment from Austria (includes completion of preparation for shipment of LEU TRIGA to Austria). A list of possible receipts is provided in Exhibit C.8-3, *Foreign and Domestic Research Reactor Spent Nuclear Fuel Receipts 2012-2018*.

Option: The above scope, except for maintaining the capability (trained personnel, equipment, and procedures) and FRR TRIGA, is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause. The option price for the FRR/DRR receipts for FY14 target cost is \$545,006 and target fee of \$40,112; and the option price for FY15 target cost is \$535,565 and target fee of \$39,417. If necessary, DOE and the Contractor will negotiate additional supported costs above the target cost.

C.8.1.4.2 CPP-666 TRANSFERS (ID-0012B.02)

Experimental Breeder Reactor II (EBR-II) SNF and Advanced Test Reactor (ATR) SNF are the two SNF types currently stored in the CPP-666 fuel storage basins. EBR-II SNF must be prepared and transferred. ATR SNF will continue to be received for storage. The Contractor shall retrieve, load, and transfer EBR-II SNF to the Materials and Fuels Complex (MFC) per the schedule. The Contractor shall receive ATR SNF for storage in the CPP-666 basin.

C.8.1.4.2.1 EBR-II SNF TRANSFERS (ID-0012B.02)

The Contractor shall retrieve six shipments per year of EBR-II SNF, described in Exhibit C.8-4, *EBR-II Spent Nuclear Fuel (OUO)*, from CPP-666 and load it in a shipping cask for transfer to MFC (transportation cost not in this contract) for further disposition. The rate of transfer is dependent on maintaining the Navy Fuel Returns schedule and also the ability of the receipt facility at MFC. These transfers must be coordinated with the receipt facility at MFC by the Contractor.

Option: The above scope is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause. The option price for the above scope for FY14 target cost is \$247,018 and target fee of \$18,181; and the option price for FY15 target cost is \$254,346 and target fee of \$18,720. If necessary, DOE and the Contractor will negotiate additional supported costs above the target cost.

C.8.1.4.2.2 ATR RECEIPTS (ID-0012B.02)

The Contractor shall continue to receive SNF from the ATR into the CPP-666 basins, using existing chargers that carry 8-elements/load, at a rate that supports the ATR schedule. Assume 15 shipments/yr. These receipts must be coordinated by the Contractor to maintain the Navy Fuel Returns schedule and EBR-II transfers.

C.8.2 REMOTE HANDLED (RH) TRANSURANIC (TRU) (PBS 13)

C.8.2.1 EM OWNED RH TRU

C.8.2.1.1 RH TRU DISPOSITION (ID-0013B.04)

The Idaho Settlement Agreement requires that RH-TRU generated prior to 1995 be shipped out of Idaho prior to December 31, 2018. The waste to be dispositioned by the Contractor, listed in Exhibit C.8-11, *RH TRU Waste*, is intended to maintain progress toward compliance with the Idaho Settlement Agreement. The Contractor shall perform all work necessary to place this waste into a configuration that meets the Waste Isolation Pilot Plant (WIPP) waste acceptance criteria (WAC). This may include: retrieval, repackaging, treatment, characterization, sampling/analysis, and loading of the waste into RH-72B casks for transport.

Transport of RH-TRU waste to WIPP and waste stream approval are government furnished services. For WIPP to accept RH-TRU shipments from the Contractor, the Contractor shall:

- a. Utilize the services of the DOE Central Characterization Project (CCP) contractor to oversee the development of the waste certification data packages and assembly of the loads. Costs for the services of CCP shall be paid by the Contractor.
- b. Support the development of the waste certification data packages to show compliance with the WIPP WAC, support the defense of the data packages, and support negotiations with the State of New Mexico and the Environmental Protection Agency.
- c. Maintain control of the shipment through loading and assembly of the cask, placement and securing the cask onto the transport trailer provided by the government, and inspection of the assembled load, truck, and trailer by the Idaho State Police (ISP). After the ISP has determined that the shipment has passed inspection, the Contractor will release the shipment, thereby transferring control to the WIPP transport contractor.

The Contractor shall disposition all RH-TRU waste generated from the containers listed in Exhibit C.8-11, *RH TRU Waste*, as follows:

- a. RH-TRU from containers in Lot 1, Lot 3, Lot 4, Lot 5, and Lot 8 shall be shipped to WIPP no later than September 30, 2015.
- b. RH-TRU from containers in Lot 6 and Lot 7 shall be repackaged and those that contain reactive materials shall be made ready for sodium treatment no later than September 30, 2015; those that do not contain reactive materials shall be made ready for shipment to WIPP no later than September 30, 2015.
- c. RH-TRU from containers in Lot 2, including rework of Lot 2a that has already been processed, shall be repackaged; and those that are demonstrated to be non-reactive using immersion testing shall be made ready for shipment to WIPP no later than September 30, 2015; those that demonstrate reactive characteristics during immersion testing shall be made ready for sodium treatment no later than September 30, 2015. DOE expects that once all repackaging of the other RH-TRU containers listed in Exhibit C.8-11, *RH TRU Waste*, is complete the Contractor will use remaining hot cell availability prior to September 30, 2015, for CPP-659 and prior to April 1, 2015, for CPP-666 to proceed with repackaging the Lot 2a Rework. If CPP-659 is identified for this work, the CPP-659 Argon Repackaging Scope from Exhibit

C.8-13, *RH TRU Hot Cell Equipment Upgrades*, will be separately ordered pursuant to Section I.81, Changes Clause prior to beginning repackaging.

- d. The suspect RH-TRU waste containers shall be transferred from the Advanced Mixed Waste Treatment Facility (AMWTP) contractor, opened, and inspected for RH-TRU. The Contractor shall return all non-RH-TRU (i.e. low-level waste (LLW), contact-handled (CH)-TRU, secondary waste, etc.) materials to the AMWTP contractor. All RH-TRU waste that is discovered shall be repackaged, as necessary, and made ready for characterization and shipment to WIPP. The loading of the truck is a government furnished service and will be performed by the AMWTP Contractor, and transport of this material to/from INTEC will be provided by the Contractor. This work shall be completed no later than September 30, 2015. Refer to Exhibit C.8-11, *RH TRU Waste*.
- e. Additional RH-TRU waste may be discovered at the AMWTP during the course of ongoing waste retrievals. Any RH-TRU from AMWTP is legacy waste that will require shipment out of Idaho before September 30, 2018, for Idaho Settlement Agreement compliance. Since the AMWTP contractor does not maintain an RH-TRU capability, any newly discovered RH-TRU will be transferred to the Contractor for repackaging and shipment to WIPP. This additional material will not be an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause, as it is identified.

The Contractor shall complete all EM repackaging activities, through the CPP-666 Florinel Dissolution Process (FDP) hot cell no later than April 1, 2015, to allow the preparatory work for repackaging of Navy Nuclear Propulsion Program (NNPP) owned Pieces, Parts, and Fines (PPF) to begin.

The Contractor shall prepare for the relocation of RH-72B loading/shipping and waste characterization capabilities from CPP-659 to MFC-793. The physical relocation and startup of these operations at MFC-793 will be completed by September 30, 2016, and is therefore, outside of the scope of this Contract. However, the Contractor shall complete the advance work needed to support a startup by this date. This work shall include facility design, permit modifications, safety basis modifications, long lead procurements, and facility modifications that must be performed before September 30, 2015, to support the September 30, 2016, startup of the facility. However, the above work is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause.

The Contractor shall perform CPP-666 FPD Cell equipment upgrades for the scopes as identified in Exhibit C.8.13, *RH TRU Hot Cell Equipment Upgrades*, as funds become available and will be separately ordered pursuant to Section I.81, Changes Clause.

C.8.2.1.2 RH TRU SODIUM TREATMENT (ID-0013B.C3)

For the Sodium Treatment System (STS), the Contractor shall complete all activities (including, but not limited to: NEPA analysis, design, and safety basis development) necessary to submit a Resource Conservation and Recovery Act (RCRA) Part B permit to the Idaho Department of Environmental Quality (DEQ) by March 31, 2013.

The Contractor shall develop, fabricate, install, startup, and operate a STS at MFC-799 to treat Idaho Settlement Agreement and Idaho Site Treatment Plan sodium waste. The STS must be capable of treating the waste to remove RCRA reactive constituents to meet the WIPP WAC. It is expected that the Contractor shall complete the Management Self Assessment (MSA) and startup of the STS by September 30, 2015. However, the above work is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause, when the proven technology has been selected by DOE. The Contractor will coordinate and support transfer of the STS to the operational entity. The operational entity may observe the MSA or participate in the startup.

C.8.2.2 GENERAL WASTE MANAGEMENT

The Contractor shall be responsible for compliance with the RCRA Post Closure Requirements for CPP-601/627/640 and the Waste Calcine Facility as identified in PER-112 “Volume 21 - HWMA/RCRA Post-Closure Permit for the INTEC WCF and CPP-601/627/640 at the INL” and the requirements found in PER-143 “Municipal and Industrial Wastewater Reuse Permit, LA-000130-05, Idaho Nuclear Technology and Engineering Center New Percolation Ponds”. In addition, the Contractor shall be responsible for sampling and reporting results for the drinking water systems at INTEC and RWMC; development of environmental reports; maintaining the ICP Environmental Surveillance Program and providing input to the Annual Site Environmental Report; and supplying compliant waste characterization activities sampling for the ICP.

The Contractor shall use all means practicable to minimize or eliminate any newly generated wastes. These wastes, including secondary wastes, shall not be generated unless it is necessary for the completion of the contract scope and must comply with all applicable Federal, State, and local environmental laws, regulations, and agreements. Newly generated wastes shall have a clear disposition path before they are generated. However, under certain conditions the

Contractor may generate radioactive waste with no identified path to disposal, provided DOE approval, per Order 435.1, *Radioactive Waste Management*, has been obtained in advance. The Contractor shall consider and specify cleanup and demolition methods, alter existing plans, or propose alternative technical approaches to eliminate or minimize newly generated waste. In addition, the Contractor shall pursue alternate approaches to reduce the cost of waste disposition, and for those wastes that currently have no established pathway for disposal, the Contractor shall aggressively pursue innovative approaches to treat or otherwise dispose of this waste.

C.8.2.2.1 INDUSTRIAL WASTE (ID-0013B.05)

The Contractor shall properly dispose of solid waste generated as a result of cleanup activities that have been completed by June 30, 2015, excluding waste from AMWTP. The Central Facilities Area (CFA) landfill is available from the INL contractor.

C.8.2.2.2 HAZARDOUS WASTE (ID-0013B.05)

The Contractor shall prepare and package EM-owned and generated hazardous waste that have been generated prior to June 30, 2015, excluding waste from AMWTP, and ship to an appropriate treatment or disposal facility in accordance with acceptance criteria specified by the receiver site. The Contractor may provide this treatment and disposal service at a negotiated price for hazardous wastes generated by other on-site INL contractors. Costs for containers, characterization, packaging, loading, transportation, and disposal of hazardous waste will be borne by the generating contractor. Costs associated with EM-generated hazardous waste, excluding waste from AMWTP, are included within the scope of the contract.

C.8.2.2.3 LOW LEVEL WASTE (LLW) AND MIXED LOW LEVEL WASTE (MLLW) (ID-0013B.05)

The Contractor shall be responsible for safe management and disposition of CH and RH LLW waste generated, by June 30, 2015, by the on-site EM generators, excluding waste from AMWTP. The Contractor shall also be responsible for safe management and disposition of RH LLW received from the NRF. Costs for containers, characterization, packaging, loading, and transportation of RH LLW to the Subsurface Disposal Area (SDA) will be borne by the generating contractor. The Contractor shall dispose of EM-owned MLLW that is stored on-site as of the contract takeover date and/or generated by EM activities performed under this contract, at either a commercial disposal facility or a government disposal facility, in

accordance with waste acceptance criteria specified by the receiver site. The Contractor may provide this service at a negotiated price for wastes generated by on-site INL contractor. Disposal costs shall be borne by the generating contractor. All targeted waste retrieved and packaged from the SDA under Operable Unit (OU) 7-13/14 activities that are assayed as LLW or MLLW, must be disposed of out of the state of Idaho.

The U-233 waste containers, as listed in Exhibit C.8-12, *LLW/MLLW*, shall be transferred from the AMWTP contractor in the same manner as the suspect RH-TRU. The Contractor shall evaluate this material to determine the waste type (TRU or LLW) and disposition this material as appropriate, based upon that evaluation, by September 30, 2015.

C.8.2.2.4 WASTE GENERATOR SERVICES (ID-0013B.05)

For all waste streams generated by EM activities performed under this contract, excluding waste from AMWTP, the Contractor shall provide waste management services, with the exception of the mandatory landfill services provided by the INL contractor. The Contractor shall institute controls to confirm traceability of waste packages transferred or disposed, either on-site or off-site. Documentation shall include, as a minimum, the origin of the waste, content of the waste package, and results of characterization and sampling. The Contractor shall implement a waste minimization and pollution prevention program consistent with applicable Executive Orders and DOE Directives as listed in Section J, Attachment B. To the maximum extent practicable, the Contractor shall consolidate waste materials in as few locations as possible to effectively reduce the EM footprint liability on-site.

C.8.2.3 RESERVED

C.8.2.4 RWMC INFRASTRUCTURE (ID-0013B.07)

The Contractor shall maintain office space for 10 federal employees in the DOE building WMF-658 through 2015.

The Contractor shall maintain the physical and utility interfaces with the AMWTP site. This will include maintenance of the following:

- WMF-619 Communications and Alarm Building
- WMF-639 Firewater Pump House #2
- WMF-727 Firewater Tank
- WMF-603 Domestic Water Pump House
- WMF-738 Propane Tank
- WMF-637 Operations Control Building

- WMF-731 RWMC Sewer Lagoons
- WMF-704 Bridge
- WMF-710 Bridge

AMWTP maintains and utilizes three facilities in the balance of the Radioactive Waste Management Complex (RWMC) Area. The Contractor will maintain utility service to these buildings and provide the power at no cost to the AMWTP contractor. Ownership and maintenance of these facilities will transfer to the Contractor at completion of the AMWTP mission (assumed to be end of FY 2015). However, the ownership and maintenance costs are not elements of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause. In the interim, point of termination for maintenance by the Contractor shall be five feet from the exterior of the facilities. The facilities are:

- WMF-602 RWMC High Bay (AMWTP)
- WMF-611 Operations Support Facility (AMWTP)
- WMF-613 WMF Office Building & Operational (AMWTP)

C.8.2.5 ARP V RCRA PERMIT (ID-0013B.08)

The Contractor shall maintain a RCRA permit and Toxic Substances Control Act (TSCA) risk based disposal approval for Accelerated Retrieval Project (ARP) V to allow use of ARP V to treat waste stored at AMWTP. The Contractor shall enter into an agreement with the AMWTP Contractor to receive stored waste. Delivery of the waste to the Contractor at an acceptable rate is a government furnished service and will be performed by the AMWTP Contractor. The Contractor shall treat 6,000 drums of AMWTP waste by September 30, 2014.

C.8.3 INTEC PROGRAM (PBS ID 14)

This PBS covers INTEC maintenance and infrastructure costs, as well as Calcine disposition and Tank Farm closure.

C.8.3.1 INTEC INFRASTRUCTURE (ID-0014B.O3)

The Office of Nuclear Energy (NE) owns several buildings within the INTEC fence that are segregated into a security area within proximity of INTEC. The Contractor shall coordinate with the INL contractor to allow efficient use of these buildings.

The Contractor shall operate and maintain the INTEC buildings and structures listed in Exhibit C.8-6, *INTEC Structures*, required for ongoing missions, based on level of preventative maintenance experienced in FY 2011, in accordance with

the Contractor's documented Integrated Safety Management System (ISMS) description (as required by DEAR 970.5223-1). DOE may request an estimate from the Contractor to support infrastructure upgrade projects performed by DOE prime small business contractors (funded separately by DOE), including coordination with the DOE prime small business contractors. Facilities that are no longer mission required shall be maintained in safe, inactive condition until demolished and/or transferred to another office for future missions. The Contractor shall efficiently use facilities to minimize the INTEC footprint and to minimize costs.

DOE may request the Contractor implement upgrades to utility systems that will further the goal of preparing CPP-606 for D&D or in minimizing its overall footprint by the end of FY 2015. In addition, the Contractor may be requested to perform emerging facility operational maintenance needs. These upgrades may be added to the Contract pursuant to Section I.81, Changes Clause.

The Contractor shall perform INTEC Systems/Facilities Refurbishment for the scopes as identified in Exhibit C.8.2 as funds become available and will be separately ordered pursuant to Section I.81, Changes Clause.

The Contractor shall support the transition of EM facilities to NE or another program office. Included in this transition, the Contractor will be required to perform facility maintenance and /or repairs to make the facility acceptable for transition. Facility transition, repairs and associated transfer costs will not be an element of base cost, but will be separately ordered pursuant to Section I.81, Changes Clause. Costs associated with the facility maintenance and/or repairs which are consistent with current usage will be from the Contractor's facility maintenance program (PBS-14).

The Contractor shall operate and maintain utility systems for the INTEC area as described in Exhibit C.8-7, *ICP Utility Systems*. Utility services must provide adequate building protection including, but not limited to, fire protection (the INL contractor provides the site-wide Fire Department, but the Contractor must maintain fire protection within INTEC area), alarm systems, nuclear safety, and Life Safety Code requirements, specified in National Fire Protection Association 101. The Contractor shall notify the Contracting Officer (CO) in writing 30 days prior to the termination of any utility service. The Contractor shall also adhere to Section C.1.10, *Utility/Infrastructure Services*.

DOE is committed to resources conservation and pollution prevention. The Contractor shall develop yearly energy and water conservation goals that reflect reductions in energy and water consumption at INTEC. The Contractor shall evaluate "Cool Roof" technology when INTEC building roofs are replaced or significantly modified.

C.8.3.2 CALCINE BIN MAINTENANCE (ID-0014B.02)

The Contractor shall maintain calcine bin sets and RCRA storage permits for bin sets through the contract period.

C.8.3.3 LIQUID WASTE FACILITY CLOSURE (ID-0014B.04)

The Contractor shall complete D&D of the following miscellaneous tank farm facilities: CPP-618/ 628/ 623/ 743/ 632/ 636/ 635.

The above scope is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause.

C.8.3.4 MFC D&D (ID-0014B.05)

Complete RCRA Closure and D&D of MFC-766 and MFC-767 by September 30, 2015.

Complete the deactivation of MFC-793 and MFC-799. Complete the demolition of MFC-799A and MFC-770C.

This above scope is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause.

C.8.3.5 TANK FARM CLOSURE

C.8.3.5.1 TANK FARM RCRA/DOE O 435.1/NDAA 3116 CLOSURE (ID-0014B.04) – CLIN B

The Contractor shall complete RCRA closure of the entire INTEC Tank Farm as per the approved RCRA closure plan.

There are four remaining 300,000 gallon tanks that require cleaning and closure under this process. The Contractor shall clean and grout the remaining four tanks following the same process utilized for the previous seven 300,000 gallon tanks.

C.8.3.5.2 IWTU OPERATIONS/SBW DISPOSITION (ID-0014B.01) – SEPARATE CLIN FROM ICP TARGET WORK SCOPE

CLIN - A

The Contractor shall finish the necessary plant testing and achieve “cease use” milestone for Sodium Bearing Waste (SBW) no later than April 30, 2014. Testing and treatment/processing are part of the base cost for the SBW CLIN.

CLIN - B

The Contractor shall remove and treat (if necessary) residual liquids (heel, rinse, and newly generated liquid waste (NGLW)). The Contractor shall also support the transition of the IWTU facility to a safe and secure configuration after SBW treatment is complete, including the treatment of all residual liquids and final turnover to the Calcine Disposition Project.

C.8.3.6 RCRA PART B PERMIT (ID-0014B.O2)

The Contractor shall perform all activities and preparation of documentation necessary to achieve submittal to the State of Idaho, an administratively complete RCRA Part B Permit application for calcine retrieval, treatment (if necessary), and packaging by December 1, 2012, with the required engineering documentation certified at a conceptual level of design. It is assumed for purposes of this statement of work, that the State of Idaho will accept the permit application as administratively complete during the second quarter of FY 2013. (The assumed timeframe for a DEQ determination is dependent on the quality and completeness of the Contractor submission.) However, as part of the state’s technical evaluation of the permit application, it is assumed that a series of information requests will be issued by the state to DOE. The Contractor shall provide technical support in addressing these questions during the Part B permit regulatory evaluation process leading to approval of the permit. The schedule for these Notice of Deficiencies (NODs) is assumed to be after submittal of the initial permit application (i.e., second quarter of FY 2013). The Contractor shall focus on regulatory planning for direct disposal of calcine to WIPP including transportation planning.

C.8.4 CERCLA REMEDIATION (PBS ID-0030)

The Contractor shall be responsible for compliance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) signed Records of Decision (RODs) listed below. The Idaho Site is subdivided into primary areas to be evaluated and remediated under CERCLA. The areas are referred to as Waste Area Groups (WAGs). Each WAG is further subdivided into Operable Units (OU), and each OU contains release sites. The WAG designations are as follows:

- WAG 1 – Test Area North (TAN)
- WAG 2 – Advanced Test Reactor Complex (ATRC)
- WAG 3 – Idaho Nuclear Technology and Engineering Center (INTEC)
- WAG 4 – Central Facilities Area (CFA)
- WAG 5 – Critical Infrastructure Test Range Complex (CITRC), the Auxiliary Reactor Area (ARA) and Power Burst Facility (PBF)
- WAG 6 – Experimental Breeder Reactor (EBR) I and Boiling Water Reactor Experiment (BORAX)
- WAG 7 – Radioactive Waste Management Complex (RWMC)
- WAG 9 – Material and Fuels Complex (MFC)
- WAG 10 – Balance of Site

All approved CERCLA documents can be found in the Administrative Record/Information Repository at ar.inel.gov. The bulk of the evaluation and remediation work has been completed. However, the Contractor will be responsible for final actions, Institutional Controls (IC), monitoring, operations and maintenance, CERCLA Five Year Reviews, and implementation of work that results from the five year reviews, and the rebound study for WAG 1.

C.8.4.1 OTHER CERCLA NECESSARY INFRASTRUCTURE (ID-0030B.05)

The Contractor shall be responsible for the maintenance of the ICP-assigned buildings/structures at TAN listed below:

- CWSU-1, CERCLA Waste Storage Unit 1
- CWSU-2, CERCLA Waste Storage Unit 2
- TAN-38 Well House
- TAN-39 Well House
- TAN-40 Well House
- TAN-26 Well House
- TAN-1611, Pump and Treatment Facility
- TAN-1614, In Situ Bioremediation Facility
- TAN Air Stripper Treatment Unit (ASTU)
- TAN-1860 Well House
- TAN-1861 Well House
- TAN-1755, TAN Demolition Landfill
- TAN-1756, WRRTF Demolition Landfill

The Contractor is not responsible for the operation and maintenance of the TAN-601 guard house, fire water system, potable water treatment and delivery system, and electrical distribution system to support all BEA and CWI activities within the TAN facility fence. The Contractor is not responsible for the operation and maintenance of the following structures within the TAN fence:

- TAN-601, TAN Guard House
- TAN-605, Substation Control House
- TAN-610, Firewater Pump House
- TAN-612, Deepwell Pump House #1
- TAN-613, Deepwell Pump House #2
- TAN-614, Water Pump House
- TAN-632, Pump House Well #1
- TAN-639, Pump House Well #2
- TAN-664, Automotive Service Attendant
- TAN-665, Water Pump House
- TAN-701, Water Storage Tank
- TAN-712, Propane Storage Tank
- TAN-748, Water Storage Tank
- TAN-1612, Fire Water Pump House
- TAN-1749, Water Tank

The Contractor shall maintain the TAN and WRRTF Demolition Landfills in accordance with the approved Closure Plans (DOE/ID-11347 and ICP/EXT-04-00619, respectively.) The Contractor shall also adhere to Section C.1.10, *Utility/Infrastructure Services*.

C.8.4.2 IDAHO CERCLA DISPOSAL FACILITY (ICDF) (ID-0030B.05)

The Idaho CERCLA Disposal Facility (ICDF) is an on-site, engineered disposal facility located south of the INTEC fence. It is authorized to accept waste from Idaho Site CERCLA actions, including D&D debris generated under Non-time Critical Removal Actions. The facility was designed to receive, inspect, treat, and dispose of waste from Idaho Site CERCLA activities. The facility includes a landfill disposal cell, two evaporation ponds, and the Staging, Storage, Sizing, and Treatment Facility.

The Contractor shall operate the ICDF facility in accordance with the approved ICDF Complex Remedial Action Work Plan (DOE/ID-10984), the ICDF Complex Operations and Maintenance Plan (DOE/ID-11000), and the DOE Order 435.1, *Disposal Authorization Statement*. This will include the safe and compliant operations and disposal of CERCLA soil and debris into the landfill or ship offsite, as deemed appropriate, and of CERCLA waste liquids into the evaporation ponds. The Contractor shall provide an operations schedule for ICDF showing expected periods of active use and standby status by January 7, 2013, and shall coordinate with other users of the ICDF. The Contractor shall maintain the level of liquids in the evaporation ponds at or below compliant levels.

The Contractor shall perform an evaluation of the perimeter soil requirement and negotiate with the Agencies a reduced perimeter, if appropriate, so that additional decontamination, decommissioning and deactivation (D&D&D) debris can be added to accommodate the disposition of the NWCF facility disposition after 2015.

C.8.4.3 WAG 1 TAN GROUNDWATER REMEDIATION (ID-0030B.05)

The Contractor shall perform implementation of the Technical Support Facility Injection Well (TSF-05) ROD for WAG 1, OU 1-07B and associated ROD Amendment.

The Contractor shall operate and maintain the TAN groundwater remedial action to ensure remedial action objectives are obtained in accordance with the applicable Remedial Action Work Plan(s). This includes the operation of the Pump-and-Treat system used in the medial zone to treat volatile organic compounds (VOCs) to meet Remedial Action Objectives (RAO); the continuous monitoring of natural attenuation in the Monitored Natural Attenuation (MNA) portion of the plume to ensure RAOs will be achieved and the conduct of the rebound test. If the Agencies conclude an additional in-situ bioremediation (ISB) injection well is needed to address the trichlorethene (TCE) source effecting TAN-28, the Contractor shall consult with DOE and new scope may be added to the contract based on that consultation pursuant to Section I.81, Changes Clause.

In addition, if the Agencies conclude a vadose zone investigation is needed, the Contractor shall consult with DOE and new scope may be added to the contract based on that consultation pursuant to Section I.81, Changes Clause.

The Contractor shall plan, conduct, and document groundwater monitoring in accordance with approved OU 1-07b monitoring plan(s). Modifications to the monitoring plans may be required and are included in the scope.

The Contractor shall conduct Operations and Maintenance activities in accordance with the OU 1-07B Remedial Design/Remedial Action Work Plan Operations and Maintenance Plan(s).

The Contractor shall complete required periodic reports in accordance with the OU 1-07B Remedial Design/Remedial Action Work Plan(s), Rebound Test Plan, groundwater monitoring plan(s), and operations and maintenance plan(s).

C.8.4.4 WAG 3 CERCLA REMEDIATION

C.8.4.4.1 INTEC CERCLA REMEDIATION (ID-0030B.05)

The Contractor shall continue implementation of the RODs for WAG 3, OU 3-13 and 3-14, to ensure RAOs are obtained. The only remaining portion of the OU 3-13 ROD is the Group 2, Contaminated Soils under Buildings.

The Contractor shall conduct the ground water monitoring and reporting and take action to reduce anthropogenic water losses and recharge to the INTEC northern perched water zone in accordance with the OU 3-14 Remedial Design/Remedial Action Work Plan (DOE/ID-11333) and the Remedial Design/Remedial Action Work Plan Long-Term Monitoring Plan (DOE-ID-11334).

The Contractor shall conduct Operations and Maintenance activities including periodic reporting in accordance with the OU 3-14 Remedial Design/Remedial Action Work Plan Operations and Maintenance Plan (DOE/ID-11337).

The ICDF, discussed in Section C.8.4.2, is an element of WAG 3.

C.8.4.4.2 TANK FARM CAP RD/RA (ID-0030B.05)

In March 2012, the CERCLA regulators agreed to support a DOE plan to accelerate completion of OU 3-14, Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan (DOE/ID-11333). Phase II installation of a low-permeability pavement inside the Tank Farm became a contingency to the acceleration of Phase III design and construction of the permanent cap over the INTEC Tank Farm. The low permeability pavement required by Phase II was not constructed in FY 2012.

The Contractor shall modify the OU 3-14 Remedial Design/Remedial Action (RD/RA) Work Plan and ROD, if required, to accelerate Phase III and maintain Phase II of the remedial action decision as a contingency pursuant to Section I.81, Changes Clause. The Contractor shall complete a draft of the RD/RA Work Plan (DOE/ID-11333) to support submittal to the Agencies by June 27, 2013.

The Contractor shall complete a draft Interim Remedial Action Report for OU 3-14, Phase I to support submittal to the Agencies by November 27, 2012.

C.8.4.4.3 TANK FARM CAP CONSTRUCTION (ID-0030B.C5)

Construction of the Tank Farm Cap will be separately ordered pursuant to Section I.81, Changes Clause.

C.8.4.5 BURIED WASTE

The Contractor shall continue implementation of OU 7-13/14 ROD and Agreement to Implement Court Order, dated May 25, 2006.

C.8.4.5.1 EXCAVATION OF BURIED WASTE (ID-0030B.02)

The Contractor shall complete exhumation of targeted waste of 0.46 acres completing exhumation in ARP VII, with the balance being exhumed in ARP VIII.

The Contractor shall complete the demolition or disposition of ARP I and VI and terminate the fire exemptions.

The Contractor shall maintain existing ARP structures.

C.8.4.5.2 CHARACTERIZATION AND DISPOSAL OF BURIED WASTE (ID-0030B.03)

The Contractor shall dispose of CH-TRU waste generated prior to June 30, 2015, by packaging and delivering the waste to the AMWTP contractor. The Contractor shall be responsible for coordinating the delivery and shipment dates with the AMWTP contractor, and reimbursing the AMWTP contractor for appropriate cost, as negotiated between the contractors.

In addition to disposition of all CH TRU waste generated by ICP activities between October 1, 2012, and June 30, 2015, CWI shall also dispose of any previously generated ICP-1 waste before 9/30/2015. No legacy waste is to be transferred to the post-2015 contractor that has not been identified to the DOE CO before January 1, 2014, and specifically agreed to by DOE.

C.8.4.5.3 CONSTRUCTION OF ACCELERATED RETRIEVAL PROJECT ENCLOSURES

C.8.4.5.3.1 CONSTRUCTION OF ARP VIII (ID-0030B.C3)

The Contractor shall complete construction of ARP VIII and turn it over to operations.

C.8.4.5.3.2 CONSTRUCTION OF ARP IX (ID-0030B.C4)

The Contractor shall complete the design of ARP IX by TBD. The Contractor shall construct the foundation for ARP IX by TBD.

Option: The above scope is not an element of the base cost but will be separately ordered pursuant to Section I.81, Changes Clause. The option price for the above scope for FY13 target cost is \$5,556,880 and target fee of \$408,986. If necessary, DOE and the Contractor will negotiate additional supported costs above the target cost.

C.8.4.5.4 REMAINDER OF OU 7-13/14 WORK (ID-0030B.05)

The Contractor shall prepare a Phase I Work Plan revision removing the current requirement to design the SDA cap prior to completion of exhumation. The Contractor shall prepare the Phase III Remedial Design Work Plan.

The Contractor shall continue implementation of the OU 7-13/14 ROD (DOE/ID-11359) of WAG 7. This includes all of the required remediation actions.

The Contractor shall perform groundwater monitoring and Operations and Maintenance (O&M) of the monitoring wells.

The Contractor shall dispose of all waste generated by remedial actions at appropriate on-site and off-site locations.

The Contractor shall maintain the functions of the existing vacuum vapor extraction system to remove organic contaminants from the vadose zone (OCVZ).

C.8.4.6 WAG 10 BALANCE OF SITE REMEDIATION (ID-0030B.05)

The Contractor shall implement the WAG 10, OU 10-04 and 10-08 RODs, and long-term management and control of INL institutionally controlled sites to ensure RAOs are obtained. The Contractor shall maintain Institutional Controls and Operations and Maintenance (IC & O&M) (DOE/ID-11042) through September 30, 2015.

C.8.4.6.1 WAG 10 OU 10-04 MUNITIONS AND EXPLOSIVES OF CONCERN (ID-0030B.05)

The Contractor shall implement the Remedial Design/Remedial Action Work Plan for OU 6-05 and 10-04, Phase IV (DOE/ID- 11261) which includes refining the boundaries of munitions response sites (MRSs) within the munitions response areas (MRAs) that do not qualify for unlimited use and unrestricted exposure (Twin Buttes Bombing Range and Arco High Altitude Bombing Range), and characterizing the Mass Detonation Area (MDA) Disposal Crater used to destroy munitions and explosives of concern (MEC) recovered from the MRSs. If soil removal is necessary to close the MDA, the Contractor may be asked to address this pursuant to Section I.81, Changes Clause. Following completion of Phase IV remedial actions, the Contractor will prepare and submit a draft remedial action report to the Agencies in FY 2015 as a primary document under the Federal Facility Agreement and Consent Order. The remedial action report will document remedial actions at MRSs (i.e., surface clearance) within the Naval Proving Ground, Twin Buttes Bombing Range, and Arco High Altitude Bombing Range, as identified in the ROD.

The Contractor shall implement IC activities and conduct surveys for MEC prior to surface and subsurface soil disturbance within the ordnance areas at the expense of the requesting organization, in accordance with the Site-wide IC & OM Plan (DOE/ID-11042).

C.8.4.6.2 WAG 10 BALANCE OF SITE REMEDIATION MAINTENANCE (ID-0030B.05)

The Contractor shall maintain the long-term management and controls program to integrate common tasks throughout the ICP including databases, interfaces, site planning, and scope necessary to ensure that RAOs will be met.

The Contractor shall maintain CERCLA ICs and O&M for WAGs 1, 2, 3, 4, 5, 6, 7, 9, and 10 and ICDF in accordance with the Site-wide Institutional Controls and Operations and Maintenance Plan (DOE/ID-11042). The Contractor shall close-out the CERCLA Ecological Monitoring with a Remedial Action Report in FY 2013. In addition, the

Contractor shall plan, conduct, and document groundwater, perched water, vapor gas, and soil moisture monitoring for WAGs 1, 2, 3, 4, 7, and 10 and ICDF in accordance with approved WAG specific monitoring plans. The Contractor shall maintain the current CERCLA well monitoring network. Drilling of new wells and abandonment of existing wells are not included in the scope and will be negotiated as new tasks pursuant to Section I.81, Changes Clause.

The Contractor shall prepare a draft 5-year Review that will support submittal to the Agencies by August 15, 2015.

The Contractor shall manage the INL Site new sites process. The Contractor shall complete the New Site Identification Form (NSID), Part A for all currently known (as of 9/30/2012) INL potential new sites by January 7, 2013, and shall complete the NSID Part A for all newly identified potential sites within 90-days of identification (defined as notification of the Agencies). The Contractor shall consult with DOE concerning any site with a Part A, Section 4B positive (yes or no) determination. New scope to complete Part B may be added to the contract based on that consultation pursuant to Section I.81, Changes Clause.

The Contractor shall complete Part B of the NSID, using existing characterization data, for the following new sites:

- TRA-04, TRA warm-waste retention basin (TRA-712)
- TRA-75, TRA-655 Floor drains
- TSF-28, Sewage treatment plant
- TSF-43, Radioactive storage area

If additional characterization data is needed to complete Part B, the Contractor shall consult with DOE and new scope may be added to the contract based on that consultation pursuant to Section I.81, Changes Clause.

The Contractor shall prepare and submit to the Agencies Field Sampling Plan (FSP) for the following new sites:

- TRA-80, includes ATRX courtyard, TRA-Y and TRA-19
- TRA-79, includes TRA-761, truck arch, and TRA-15

Once the FSPs are approved by the Agencies, the Contractor shall consult with DOE and new scope to perform sampling may be added to the contract based on that consultation pursuant to Section I.81, Changes Clause.

The Contractor may be asked to address additional new sites found in the future anywhere on the INL Site pursuant to Section I.81, Changes Clause and in compliance with the OU 10-08 ROD.

The remediation strategy for new sites will be negotiated at the 5-year review scheduled for 2015. Section I.81, Changes Clause may be used to commence a remediation of a new site before 2015.

The Contractor shall remediate, as required, the following site during the period FY 2013 through FY 2015:

- ANL-65

C.8-1 LIST OF EXHIBITS

- C.8-1 ICP Assigned Spent Nuclear Fuel (OUO)
- C.8-2 INTEC Systems/Facilities Refurbishment
- C.8-3 Foreign and Domestic Research Reactor Spent Nuclear Fuel Receipts 2012-2018
- C.8-4 EBR-II Spent Nuclear Fuel (OUO)
- C.8-5 RESERVED
- C.8-6 INTEC Structures
- C.8-7 ICP Utilities
- C.8-8 Site Services, Security and Infrastructure
- C.8-9 RESERVED
- C.8-10 RESERVED
- C.8-11 RH-TRU Waste
- C.8-12 LLW/MLLW
- C.8-13 RH TRU Hot Cell Equipment Upgrades