

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER #122/06	2. CONTRACT NO. (if any) GS-10F-0160J	6. SHIP TO:	
3. ORDER NO. DR-02-06-004	MODIFICATION NO.	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Edna Knox-Davin	
4. REQUISITION/REFERENCE NO. 02-06-004/#5006R055, 5006R0126		b. STREET ADDRESS Mail Stop: TWP 8A23, 301-415-6577	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple Mail Stop T-7-I-2 Washington, DC 20555		c. CITY Washington	e. ZIP CODE 20555
7. TO:		d. STATE DC	

a. NAME OF CONTRACTOR ECOLOGY AND ENVIRONMENT, INC.	b. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
b. COMPANY NAME	Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1700 NORTH MOORE STREET, SUITE 1610	Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ARLINGTON	e. STATE VA	f. ZIP CODE 22209

9. ACCOUNTING AND APPROPRIATION DATA 65015333288 J5555 252A 31X0200 OBLIGATE: \$135,000 FFS# 5006R055 & 5006R0126	10. REQUISITIONING OFFICE NMS NMSS/PMDA/RASB
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/01/2008	16. DISCOUNT TERMS NET 30
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17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The Contractor shall perform the work described in the attached Statement of Work entitled "Technical Assistance for the Development of Environmental Documents", in accordance with Delivery Order No. DR-02-06-004 and GSA Schedule No. GS-10F-0160J.</p> <p>This is a time and materials type order with a ceiling amount of \$1,359,417.</p> <p>The period of performance of this order shall be from the Date of award through October 1, 2008.</p> <p>The amount of \$135,000 is obligated at the time of award.</p> <p>Attachments: Schedule of Prices/Cost Terms & Conditions Statement of Work</p> <p>DUNS#: 037761004</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$1,359,417.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2			\$1,359,417	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-02-06-004)	c. CITY Washington	e. ZIP CODE 20555		

22. UNITED STATES OF AMERICA By (Signature) ADMOOZ	23. NAME (Typed) Valerie M. Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADMO01 **BUNSI REVIEW COMPLETE** ADMO02

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

B Collins
Name

8/23/06
Date

Title

ATTACHMENT 2 - TERMS AND CONDITIONS

A. SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and program for their employees when operating company-owned, rented, or personally owned vehicles.

B. CONSIDERATION AND OBLIGATION

- (1) The total estimated amount of this order (ceiling) is **\$1,359,417**, which is comprised of Tasks 1 and 2, as follows:

Task 1 (Shieldalloy)	\$735,318
Task 2 (Sequoyah Fuels)	<u>\$624,099</u>
	\$1,359,417

- (2) In the event that the Government exercises optional work pursuant to FAR Clause 52.217-8 incorporated in this delivery order, the total estimated amount of this order will increase as follows:

Optional Work Under Task One

Optional Subtask 3	\$182,196
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Optional Work under Task Two

Optional Subtask 3	\$70,019
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- (3) The amount presently obligated with respect to this order is **\$135,000**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

C. TYPE OF DELIVERY ORDER

This delivery order is time & materials with a fixed ceiling.

D. PERIOD OF PERFORMANCE

The period of performance of this order shall be the effective date of the award through October 1, 2008.

E. CLAUSES INCORPORATED IN FULL TEXT

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 25.5 months.

(End of clause)

F. CLAUSES INCORPORATED BY REFERENCE

1. FAR 52.232-7, "Payments under Time-and-Materials and Labor-hour Contracts."
2. FAR 52.243-3, "Changes -- Time-and-Materials or Labor-Hours."
3. FAR 52-217-8, "Option to Extend Services."

G. KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

<u>Name</u>	<u>Title</u>
Dawn Roderique	Project Manager
Michael Kane	Task 1 Leader
Jacquelyn Gillings	Task 2 Leader
David Helter	Land Use
John Fazzolari	Engineering
Edward Rollins	Transportation
David Hearnberger	Performance Assessment

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this delivery order for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the delivery order or the service order, the delivery order may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the delivery order price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H. PROJECT OFFICER

The contracting officer's authorized representative(s) hereinafter referred to as the project officer(s) for this delivery order is:

Name: Edna Knox Davin

Address: U.S. Nuclear Regulatory Commission
Two White Flint North Building
11545 Rockville Pike, Room 8A23
Rockville, MD 20852

Telephone Number: 301-415-6577

- (a) Performance of the work under this delivery order is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:
- (1) Technical direction to the delivery order or which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Performance Based Statement of Work (PBSOW) or changes to specific travel identified in the PBSOW), fills in details, or otherwise serves to accomplish the contractual PBSOW.
 - (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the delivery order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the delivery order.
- (b) Technical direction must be within the general performance based statement of work stated in the delivery order. The project officer does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the delivery order.
 - (2) Constitutes a change as defined in the "Changes" clause of this delivery order.
 - (3) In any way causes an increase or decrease in the total estimated delivery order cost, the fixed fee, if any, or the time required for delivery order performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the delivery order.
 - (5) Terminates the delivery order, settles any claim or dispute arising under the delivery order, or issues any unilateral directive whatever.
- (c) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (d) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (e) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (b) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the delivery order accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate delivery order modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (f) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the delivery order.
- (g) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
- (h) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - (2) Assist the contractor in the resolution of technical problems encountered during performance.

- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this delivery order.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(End of Clause)

I. 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (OCT 1999)

I represent to the best of my knowledge and belief that:

The award to Ecology and Environment, Inc. of a contract or the modification of an existing contract does not involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

J. 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d). Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

K. BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE**

PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-12
Washington, DC 20555-0001

(a) Purchase Order No:
(b) Voucher/Invoice No:
(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period _____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
<u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF ENVIRONMENTAL DOCUMENTS
JOB CODE: J5555
B&R NUMBER: 55015333288
ISSUING OFFICE: NMSS
FEE RECOVERABLE: See attached tasks 1 and 2
NRC PROJECT OFFICER: Edna Knox-Davin (301) 415-6577
NRC TECHNICAL PROJECT MANAGERS (TPM): Gregory F. Suber (301) 415-1124
James R. Park (301) 415-5835

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) Office of Nuclear Material Safety and Safeguards (NMSS), Division of Waste Management and Environmental Protection (DWMEP), Environmental and Performance Assessment Directorate (EPAD) is responsible for environmental reviews for NMSS. EPAD is responsible for preparing Environmental Impact Statements (EISs), supporting the completion of EISs already under preparation, reviewing other agencies' EISs, preparing Environmental Assessments (EAs), reviewing EAs and providing hearing support to the Office of General Council for issues before the Atomic Safety and Licensing Board.

2.0 OBJECTIVE

To provide technical assistance to support NRC staff in preparing EISs for the planned decommissioning of Shieldalloy Metallurgical Corporation's (SMC) Newfield, New Jersey site and the proposed reclamation of Sequoyah Fuels Corporation's (SFC) Gore, Oklahoma site. The contractor shall provide support to NRC staff in the preparation of these EISs, through the review of the applicants' relevant licensing and environmental documents, the review of previous NRC licensing actions for these facilities, the evaluation and documentation of potential environmental impacts, and support at NRC-sponsored public meetings and at Atomic Safety and Licensing Board hearings, as needed. Where the licensee/applicant information is inadequate, the contractor shall identify the additional information required from the licensee/applicant. The NRC Technical Project Manager (TPM) will discuss the basis for questions to ask the licensee/applicant with the contractor.

3.0 SCOPE OF WORK

There are two separate tasks for this contract. Detailed descriptions of the tasks are attached.

4.0 PERSONNEL QUALIFICATIONS

The contractor shall ensure that the personnel performing under this contract possess the necessary experience and expertise in the technical areas assigned to them. The NRC reserves the right to approve the Project Manager and the individual personnel assigned to the Task from the necessary technical disciplines. The areas in which experience and knowledge are necessary are provided below under each task description. The NRC considers the following skills to be key for this effort:

1. Senior Manager
2. Project Manager/Task Manager/Task Leader
3. Environmental Specialist/Scientist/Engineer
4. Radiation Health Physicist
5. Hydrologist/Hydrogeologist
6. Nuclear Physicist/Engineer
7. Performance Assessment Analyst
8. Geotechnical Engineer
9. Geochemist
10. Cultural Resource Expert
11. Ecology Expert
12. Environmental Justice Expert
13. Transportation Specialist

The principal investigators should have professional credentials in the technical areas assigned to them. They should have a clear understanding of the depth of review generally required by the NRC and specifically required by the type of activity proposed by the licensee/applicant for the disciplines they represent. The Project Manager should be experienced in managing the preparation of an EIS in its entirety and may not be changed during the project without prior written approval by NRC.

5.0 LEVEL OF EFFORT

The total estimated level of effort for this contract is 6.82 FTE (3.77 for task 1 and 3.05 FTE for task 2). In addition, each task contains an optional subtask for litigation support. The estimated level of effort for this optional work is .9 FTE (.65 FTE for task 1 and .25 for task 2).

6.0 MEETINGS AND TRAVEL

For planning purposes, the contractor should anticipate two meetings at NRC headquarters on each task for project management review. It is expected that the NMSS TPM will visit the contractor's offices at least twice during each task. Attendance at hearings, scoping meetings, or other public meetings held near each site may be required and would be specified in each task order.

If during the review process, an area of review requires technical discussions between the contractor and the licensee/applicant, the contractor may be requested to attend meetings with the licensee/applicant.

7.0 NRC FURNISHED MATERIALS

Copies of appropriate documents shall be provided to the contractor by the NMSS TPM as they become available. These materials may be in electronic format. Documents for this contract will be defined in the attached statements of work for tasks 1 and 2.

8.0 TASK REPORTS

Draft and final versions of all reports (one copy each) covering tasks 1 and 2 shall be forwarded to the NMSS TPM, the Chief, Environmental Review Section and to the NRC Contracting Officer as soon as the documents are available.

For each task, the contractor shall prepare reports as specified in the attached statements of work that provide the basis and justification for the reviewers' results and conclusions. The contractor shall provide input, and/or documentation summarizing the technical analyses used for the production of the report that is suitable to include in NRC reports or documents. These shall be submitted in draft and final form.

Within 30 days of receipt of the draft task report, the NMSS TPM will provide comments to the contractor for appropriate resolution and incorporation in a final report. Final task reports shall then be submitted within 30 days unless another time period is stated in the individual task statement of work.

9.0 Fee Recoverable Work

Some of the work performed under this contract may be fee-recoverable work. In those cases, a technical assignment control (TAC) number and a docket number will be assigned to that applicable work. The TAC and docket numbers will be based on the work required and will vary, therefore the numbers will be provided by the NRC TPM, via email, when work of this type is requested. The assigned TAC and docket numbers must be included with the charges being billed in all monthly financial status reports required under this contract. See Section M "Billing Instructions for Labor Hour Type Contracts" contained in Attachment 2 Terms and Conditions for further instruction on license fee recovery costs.

10.0 TECHNICAL/PROJECT DIRECTION

Technical Assistance Project Manager (TAPM):	Edna Knox-Davin	(301) 415-6577
Technical Project Managers (TPM):	Gregory F. Suber	(301) 415-1124
	James Park	(301) 415-5835

The NMSS TAPM is the focal point for all contract related activities. All work assignments and program funding actions are initiated by the NMSS TAPM who submits all requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the NMSS TAPM.

The NMSS TPM is responsible for providing technical guidance to the performing organization

regarding staff interpretations of the technical aspects of regulatory requirements, along with copies of relevant documents (e.g., NUREGs, Regulatory Guides) when requested by the performing organization. All work products must be reviewed and approved by the NMSS TPM before they are submitted as final documents. All technical directions given to the performing organization must be consistent with the work scope and schedule. The NMSS TPM is not authorized to unilaterally make changes to the approved work scope or schedule or give the performing organization any direction that would increase costs over approved levels. The Contracting Officer is the only individual authorized to make changes to this task.

11.0 FINANCIAL AND TECHNICAL STATUS REPORTS

The contractor shall submit monthly technical and financial reports on the status of expenditures and individual efforts. Monthly reports shall contain the following information and will be due on the 15th of every month or if the 15th falls on a weekend, the report will be due on the following Monday:

1. The number of staff hours expended on each task and subtask.
2. The work accomplished and the degree of completeness by subtask. The number of hours and funding remaining/required to complete each task/subtask.

The Contracting Officer shall receive one copy of the report, the TPM shall receive two copies, and the Project Officer shall receive one copy.

License Fee Cost Recovery Status Section

Pursuant to the provisions of 10CFR Parts 170 and 171 on fees, provide the total amounts of funds costed during the period and fiscal year to date for each task or task assignment by facility or topical report. The Certificate Fee Recovery Status Report must be on a separate page as part of the periodic report for the task, and must be in the format provided (See Attachment). Cost must be properly apportioned by docket number and TAC number to the appropriate site.

There should be only one Certificate Fee Recovery Cost Status table per job code. The facilities should be identified by docket number and TAC number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one site, each site should be listed separately and the costs should be split appropriately between the sites. Common costs as defined below, must be identified separately in the Certificate Fee Recovery Cost Status table each period and must be divided among all plants worked on under the program during the period. The total of the period costs reported in the Certificate Fee Recovery Cost Status table should equal the total of the period costs reported in the Financial Status Report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the Certificate Fee Recovery Cost Status table.

Common costs are those costs associated with the performance of an overall program that benefit both sites covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead site" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; any technical effort applied to a category of plants; and project management. On a periodic (every four weeks) basis, the common costs for each period must be apportioned to the costs incurred during the period for each of the sites for which work was performed.

12.0 PERIOD OF PERFORMANCE

This contract shall be effective from the date of award through October 1, 2008.

13.0 PERFORMANCE REQUIREMENTS - USE OF EVALUATIONS FOR ASSESSING PERFORMANCE UNDER INDIVIDUAL TASKS - See attached individual descriptions of each task.

TASK 1

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF ENVIRONMENTAL DOCUMENTS

TASK TITLE: TASK #1, TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF AN ENVIRONMENTAL IMPACT STATEMENT FOR THE DECOMMISSIONING OF THE SHIELDALLOY METALLURGICAL CORPORATION FACILITY, NEWFIELD, NEW JERSEY

JOB CODE: J5555
TASK NUMBER: One (1)
B&R NUMBER: 55015333288
NRC ISSUING OFFICE: NMSS
NRC TECHNICAL ASSISTANCE
PROJECT MANAGER (TAPM): Edna Knox-Davin (301) 415-6577
TECHNICAL PROJECT
MANAGER (TPM): Gregory F. Suber (301) 415-1124
FEE RECOVERABLE: Yes
TAC NUMBER: L52904
DOCKET NUMBER: 040-07102

1.0 BACKGROUND

The Shieldalloy Metallurgical Corporation (SMC) has indicated that it plans to submit a revised Decommissioning Plan (DP) and an accompanying Environmental Report (ER) for their site in Newfield, New Jersey in October 2005. The Nuclear Regulatory Commission (NRC) anticipates the licensee will propose in the DP, on-site disposal of the waste at this facility and license termination under restricted conditions. An NRC decision on the acceptability of on-site disposal of the waste at this facility must be supported by an appropriate evaluation of the environmental impacts and alternatives under the National Environmental Policy Act (NEPA) and NRC's requirements in 10 CFR Part 51. NRC is initiating an Environmental Impact Statement (EIS) for this site because the licensee's anticipated suggested alternative, on-site disposal, involves a long-term commitment of land and may cause other significant impacts on the human environment. The Environmental Review Section anticipates a 24 month schedule to complete the EIS.

SMC conducted smelting and alloy production at the Newfield site beginning in 1940, including production of chromium metal, ferrovanadium and columbium nickel. Ferroalloy production began in 1955 and ended in June 1998. SMC facility processed pyrochlore, a concentrated ore containing columbium (niobium), to produce ferrocolumbium. Pyrochlore contains more than 0.05 percent by weight thorium and uranium and is therefore regulated as source material. SMC was licensed by the NRC to ship, receive, possess, use and store source material under license SMB-743.

NRC initiated an EIS on waste disposal at the SMC Newfield site in November 1993. However, NRC suspended development of the EIS in 1995, in response to a request from SMC due to changes in the licensee's plans for slag material. In August 2001, SMC notified the NRC that they had ceased production activities using source material. On August 27, 2001, the licensee

provided notification and intent to decommission. SMC submitted a DP dated August 30, 2002 to the NRC on September 11, 2002. The staff completed an acceptance review and rejected the DP due to deficiencies in the proposed institutional controls, the lack of sufficient stakeholder input on the proposed decommissioning methodology, and questions regarding the sufficiency of financial assurance.

The majority of the licensed radioactive material inventory at the plant currently consists of the slag from the D-111 production department, and the dust from the D-111 Flex-Kleen baghouse. After processing, greater than 99 percent of the radioactive species in the feed material for the smelting operation remained in the slag, and to a much lesser extent, the bag-house dust. The site possesses approximately 18,000 cubic meters of slag and approximately 15,000 cubic meters of baghouse dust. SMB-743 authorizes possession of up to 303,050 kilograms of thorium in any chemical/physical form, and up to 45,000 kilograms of uranium in any chemical or physical form. As of December 31, 1999, SMC was at 96.7 percent of the thorium limit and 87.6 percent of the uranium limit.

Processing of non-radioactive materials in other non-licensed facilities on the site resulted in a plume of chemical (non-radioactive) contamination in the ground water (primarily chromium). This caused the site to be a high priority listing on the Superfund National Priorities List. Ground water and site remediation activities under CERCLA are ongoing.

2.0 OBJECTIVE

The objective of this task is to obtain assistance with the development of environmental review documents including a Scoping Summary Report, the Draft EIS (DEIS), the Final EIS (FEIS), and all documents necessary to complete the environmental review as outlined below under Section 4.0 Deliverables.

3.0 STAFFING

The Task Leader shall have in-depth expertise in at least one of the issues covered by the EIS and a general understanding of the range of issues covered by an EIS. The Task Leader shall have extensive experience in the technical and regulatory aspects necessary for evaluating the environmental impacts of the construction, operation and/or decommissioning of industrial facilities that require reviews under the NEPA (e.g., fuel cycle facilities), and should have expertise in methods used to mitigate the impact on the environment.

Other contractor personnel shall have an appropriate combination of education, training and experience in health physics, ecology, hydrology, geology, geotechnical engineering, geochemistry, performance assessment, risk assessment, air quality, socioeconomics, cost-benefit analysis etc., as necessary to complete specific sections of the environmental review documents. As a part of subtask 2 and subtask 3, the contractor may be called upon to present technical information at public meetings and/or provide written and oral testimony at any adjudicatory hearings that would be held on the proposed licensing action.

4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop a complete Draft and Final EIS which the NRC will use to support decisions related to the decommissioning of the facility.

The contractor shall prepare the documents described below using plain English. The documents shall be as concise as possible while maintaining sufficient detail for members of the public to understand the basis for the conclusions reached. Text shall be supported by appropriate tables and graphics.

The work required is described in detail below.

4.1 SUBTASK 1: COLLECT AND REVIEW INFORMATION

The contractor shall collect and review information related to the proposed site and its environs including that provided by the NRC, including the DP, ER and other relevant documents. A list of potentially relevant documents are contained in the Agencywide Document Access and Management System (ADAMS) under docket 040-07102. In addition, the contractor shall help identify areas that require further information (see Subtask B2). The information assembled under this task, by collection or review, shall be used directly in Subtask 2.

The contractor shall keep the NRC TPM informed (either via email, phone call, or personal meeting) on a bi-weekly basis and describe the information collected and reviewed under this task, including deficiencies found in the DP or ER and any portions of previous environmental reviews that can be adopted/tiered/incorporated by reference by the NRC.

The contractor shall ensure that the appropriate information is available to assess compliance with environmental regulations and statutes other than NEPA (e.g., the National Historic Preservation Act, the Endangered Species Act).

There are no formal deliverables for Subtask 1. This subtask shall be closed out approximately 45 working days after NRC acceptance of the SMC DP and ER.

The work conducted under subtask 1 shall be subject to the project management requirements described in Section 5.0 of this scope of work (SOW).

4.2 SUBTASK 2: PLAN, DRAFT, AND COMPLETE AN EIS.

The SOW under this subtask shall involve the planning, drafting, and completion of an EIS to evaluate the impacts of implementing the SMC DP. The effort shall consist of Subtasks (A-E) as described below and shall be subject to the project management requirements described in Section 5.0 of this SOW.

The contractor shall generally follow NUREG-1748, Chapter 5, in preparation of the DEIS and FEIS. Deviations from the outline shall be approved by the NRC TPM.

Unless directed otherwise by NRC, the contractor shall concurrently (with subtask 1) begin work on subtask 2.

SUBTASK A - EIS SCOPING

The contractor shall assist the NRC in organizing and preparing for the EIS Scoping Process.

Subtask A1 - Preliminary Description of the Proposed Action and Alternatives

A clear agreement between the contractor and NRC on the alternatives to be considered is critical to efficient preparation of the EIS. To facilitate this agreement, the contractor shall prepare a Preliminary Description of the Proposed Action and Alternatives for use in Subtask A2. The proposed action and alternatives shall be based on the NRC's input and the applicant's ER and shall include the "No Action" alternative as required by NEPA. The Preliminary Description of the Proposed Action and Alternatives shall demonstrate the contractor's understanding of the alternatives.

This subtask shall be completed taking into consideration Subtask 1 and shall be completed no later than 15 business days after the Decommissioning Plan/ER is accepted by NRC.

Subtask A2 - Scoping Period

The contractor shall attend the EIS scoping meeting(s). The NRC will provide the contractor a written transcript of any public meetings and copies of all written comments. The contractor shall assemble, sort, and draft responses to all comments resulting from the scoping period meeting(s) and shall prepare a Draft and Final Scoping Process Summary Report. The Scoping Process Summary Report shall satisfy the requirements of 10 CFR 51.29(b). The NRC TPM will provide an example to follow in preparing the Scoping Summary Report.

This Draft Scoping Process Summary Report shall be completed no later than 15 business days after receipt of the scoping meeting transcript and public comments provided by NRC. The Final Scoping Process Summary Report shall be completed no later than 10 business days after receiving NRC comments on Draft Scoping Process Summary Report.

The deliverables for Subtask A are:

Deliverable

(A1) Preliminary Description of the Proposed Action and Alternatives

(A2) Draft Scoping Process Summary Report

Schedule

15 business days after NRC acceptance of the Decommissioning Plan/ER.

15 business days after receipt of the scoping meeting transcript and public comments provided by NRC.

(A2) Final Scoping Process
Summary Report

10 business days after receiving
NRC comments on Draft
Scoping Process Summary
Report.

SUBTASK B - PRELIMINARY DRAFT ENVIRONMENTAL IMPACT STATEMENT (DEIS)

Unless directed otherwise by NRC, the contractor shall continue development of a DEIS in accordance with 10 CFR Part 51.

Subtask B1-Site Visit

The contractor's Task Leader and an assessment team shall make a site visit for detailed inspection of the site and environs. This site visit is tentatively scheduled to coincide with the Public Scoping Meeting a date to be determined (TBD). If not scheduled at the time of the scoping meeting, the contractor shall accompany the NRC on a site visit after a 10 business day notification from NRC.

Subtask B2 - Information Review and Request

The contractor shall begin preparation of Subtasks B3, B4, and B5 and note areas where additional information is required in order to prepare a complete DEIS (i.e., Subtask C1-C2). The contractor shall prepare questions for submittal to the NRC to elicit the additional information. NRC will review and forward the contractor's requests for additional information to the applicant. After the applicant responds, the NRC will determine (with input from the contractor) if there is still insufficient information available to prepare the DEIS (i.e., Subtask C1-C2).

The requests for additional information shall cover all areas needed to complete the DEIS under Subtask C1-C2. For example, mitigation measures, and environmental monitoring shall also be considered when developing the requests for additional information.

This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 85 business days after the Decommissioning Plan/ER is accepted by NRC.

The NRC TPM shall provide an example to follow in preparing the request for additional information.

Subtask B3 - Purpose and Need and Revised Description of the Proposed Action and Alternatives

The contractor shall prepare a "Purpose and Need" for inclusion in Chapter 1 and a revised description of the "Proposed Action and Alternatives," including the No-Action alternative (as required by NEPA and NRC regulation). These two sections shall update the Preliminary Description of the Proposed Action and Alternatives provided in Subtask A1, and shall reflect the NRC's input, the applicant's ER, and incorporate public comments from the scoping meeting, as appropriate. The proposed action and alternatives shall be described in sufficient detail to allow the contractor to assess their impacts in the Preliminary DEIS and to continue to demonstrate the contractor's understanding of the alternatives and impacts.

This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 45 business days after the Decommissioning Plan/ER is accepted by NRC.

Subtask B4 - Description of the Affected Environment

The contractor shall provide a Draft Description of the Affected Environment. Consistent with 10 CFR Part 51 and the guidance provided in NUREG-1748, effort and attention shall be concentrated on important issues as identified in the applicant's ER, by the NRC, and/or by public comment during the scoping meeting, as appropriate.

This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 55 business days after the Decommissioning Plan/ER is accepted by NRC.

Subtask B5 - Impacts and Cost-Benefit Analysis

The contractor shall provide a Draft Description of the Impacts for the Proposed Action and Alternatives. For each alternative described in the Final Description of the Proposed Action and Alternatives, the contractor shall assess the impacts of construction and normal operating conditions, including cumulative impacts. The assessment of the impacts shall be based on the guidance provided in NUREG-1748 (topics include, but are not limited to, land use, geology, water resources, ecology, air quality, socio-economic factors, noise, visual/scenic, transportation, historical and cultural resources, as well as the short-term human health impacts associated with implementing the SMC DP). The contractor shall develop impacts based on the description of the proposed action and alternatives and the description of the affected environment. The contractor shall describe the applicant's proposed mitigation and monitoring strategies, if any, and discuss any additional mitigation and monitoring that may be necessary to ameliorate the impacts, as appropriate. Individuals knowledgeable in risk assessment methodology must be able to independently confirm the contractor's calculations.

The contractor shall develop a cost-benefit analysis section as described in NUREG-1748 and consistent with recent NRC cost-benefit analyses.

The contractor shall provide the NRC TPM the information, as necessary, for the NRC to carry out consultations under Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act.

This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 75 business days after the Decommissioning Plan/ER is accepted by NRC.

The deliverables and schedule for Subtask B are:

<u>Deliverable</u>	<u>Schedule</u>
(B1) Site Visit	Concurrent with the Scoping Meeting, or after a 10 business day notification from the NRC.
(B2) Request(s) for Additional Information	85 business days after NRC acceptance of the Decommissioning Plan/ER.
(B3) Purpose and Need and Revised Description of the Proposed Action and Alternatives	45 business days after NRC acceptance of the Decommissioning Plan/ER.
(B4) Draft Description of the Affected Environment	55 business days after NRC acceptance of the Decommissioning Plan/ER.
(B5) Draft Description of the Impacts and Cost Benefit Analysis	75 business days after NRC acceptance of the Decommissioning Plan/ER.

SUBTASK C - DRAFT ENVIRONMENTAL IMPACT STATEMENT

Unless directed otherwise by the NRC, the contractor shall continue with the development of the DEIS.

Subtask C1 - Working Copy of the DEIS

The contractor shall prepare a working copy of the DEIS consistent with NRC comments and NRC resolution of cooperating agency comments, if applicable. The contractor shall provide a working copy of the DEIS to the NRC. The working copy of the DEIS shall include the following Chapters, consistent with NUREG-1748:

- Introduction (e.g., includes Purpose and Need, etc.)
- Alternatives (e.g., includes Proposed Action, No-Action, alternatives, etc.)
- Affected Environment
- Environmental Impacts
- Mitigation Measures
- Environmental Measurements and Monitoring
- Cost-Benefit Analysis
- Summary of Environmental Consequences
- List of Preparers

- Distribution List
- List of References (or included in each Chapter)
- All Appendices

This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 40 business days after either receipt of the SMC responses, NRC's comments on Subtask B3, B4, or B5, or resolution of any cooperating agency comments (if any).

Subtask C2 - DEIS Review

A DEIS review meeting shall be held no later than 30 business days after the contractor has provided the working copy of the DEIS to NRC. At this meeting, staff from the contractor, NRC, and cooperating agencies (if any) shall conduct a line-by-line review of the working copy of the DEIS and produce the final comments on the DEIS.

Subtask C3 - DEIS

The contractor shall incorporate comments from the DEIS review meeting, Subtask C2, into the DEIS. The contractor shall submit the finalized DEIS to the NRC no later than 20 business days from completion of Subtask C2. The contractor shall submit at least one hard copy that meets the minimum publication standards provided by the NRC (NUREG-0650, Preparing NUREG-Series Publications).

The NRC TPM may provide necessary documentation of comments or consultations with other agencies (e.g., the State Historic Preservation Officer for compliance with the National Historic Preservation Act and the U.S. Fish and Wildlife Service for compliance with the Endangered Species Act). The contractor shall incorporate this documentation into the DEIS.

The NRC anticipates that the DEIS would be approximately 250 pages in length. The contractor shall provide sufficient advance notice to the NRC TPM should the contractor determine that it anticipates exceeding this page count for the DEIS.

The deliverables for Subtask C are:

<u>Deliverable</u>	<u>Schedule</u>
(C1) Working Copy of DEIS	40 business days after the receipt of NRC's comments from Subtask B2 and resolution of comments from cooperating agencies, if applicable.
(C2) DEIS Review Meeting	No later than 30 business days after the completion of Subtask C1.
(C3) DEIS	20 business days after the completion of Subtask C2.

SUBTASK D - PUBLIC COMMENTS ON THE DEIS

NRC will issue the DEIS for public comment in conjunction with a notice of availability published in the *Federal Register*. The public comment period shall conclude 45 calendar days after publication of the notice of availability. (NRC may extend the public comment period by one or two 15-day extensions, to a possible 75 day total, if requested by the public.)

The NRC will organize the public meeting(s) on the DEIS. This will involve setting the meeting date and time, arranging for the meeting location, hiring the stenographer, developing and placing advertisements and announcements with the local media, and notifying stakeholders. The public meeting(s) to discuss the DEIS shall occur during the public comment period on the DEIS.

The contractor shall assist the NRC in preparing for the public meeting(s) to discuss the DEIS, and the contractor shall attend the public meeting(s) held to discuss the DEIS.

Contractor personnel will be responsible for making their own travel arrangements for attending the public meetings.

Subtask D1 - Draft Compilation of Comments and Responses

The NRC will provide the contractor a written transcript of any public meetings and copies of all written comments. The contractor shall compile comments from all sources (e.g. public meeting, email, mail, etc.) on the DEIS and shall prepare and submit a Draft Compilation of Comments and Responses. The NRC TPM shall provide an example to follow in preparing the Draft Compilation of Comments and Responses.

The contractor shall provide sufficient advance notice to the NRC TPM if it appears that greater than 500 substantively distinct public comments have been received from the public.

This subtask shall be completed taking into consideration Subtasks A2 and C3 and shall be completed no later than 30 business days after receipt of the comments and transcripts from the NRC.

Subtask D2 - Information Review and Request

In reviewing the public comments on the DEIS, the contractor shall identify, as appropriate, areas where additional information is required to respond to the comments in order to prepare a complete Final EIS. The contractor shall prepare and submit to the NRC questions to elicit the additional information. NRC will review and forward the contractor's request for additional information from SMC. After SMC responds, NRC will determine (with contractor input) if there is still insufficient information available to respond to the comments

The contractor shall use the example provided under subtask B2 in preparing the request for additional information. This subtask shall be completed no later than 10 business days after receiving the public comments on the DEIS from the NRC.

Subtask D3 - Final Compilation of Comments and Responses

The contractor shall incorporate the NRC review comments and the report shall be included as an appendix in the Final EIS described in Subtask E.

This subtask shall be completed taking into consideration NRC comments on Subtasks D1 and shall be completed no later than 15 business days after receipt of NRC comments on Subtask D1.

The deliverables for Subtask D are:

<u>Deliverable</u>	<u>Schedule</u>
(D1) Draft Compilation of Comments and Responses	30 business days after receipt of the comments from the NRC.
(D2) Information Review and Request	10 Business days after receiving public comments on the DEIS from NRC.
(D3) Final Compilation of Comments and Responses	15 business days after receipt of the NRC comments on Subtask D1 (to be included in the preliminary FEIS as described below in Subtask E1).

Depending on the number of comments received on the DEIS, the NRC may, by written instruction, adjust the due date for the Draft Compilation of Comments and Responses, Subtask D1, and Preliminary FEIS, Subtask E1.

SUBTASK E - FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS)

Subtask E1 - Preliminary FEIS

Unless directed otherwise by NRC, the contractor shall continue development of the FEIS concurrently with Subtask D.

The contractor shall prepare a Preliminary FEIS that includes revisions made in response to NRC comments on Subtask D1. The contractor shall incorporate the comments and responses into the FEIS as an appendix. As appropriate, the responses shall direct the reader to locations within the Preliminary FEIS where the text has been changed in response to the comment.

The NRC TPM may provide, as necessary, updated documentation of comments or consultations with other agencies (e.g., the State Historic Preservation Officer for compliance with the National Historic Preservation Act and the U.S. Fish and Wildlife Service for compliance with the Endangered Species Act). The contractor shall incorporate this documentation into the preliminary FEIS.

This subtask shall be completed taking into consideration NRC comments on Subtask D1 and shall be completed no later than 50 business days after receipt of the public DEIS comments and transcripts.

Subtask E2 - FEIS Review

A review meeting shall be held no later than 30 business days after the contractor has provided the Preliminary FEIS to NRC. At this meeting, the contractor's staff, NRC, and cooperating agencies (if any) shall conduct a line-by-line review of the Preliminary FEIS and produce the final comments on the FEIS.

Subtask E3 - FEIS

The contractor shall revise the Preliminary FEIS to incorporate comments from the review meeting, Subtask E2, to produce the FEIS. The contractor shall submit the finalized FEIS to the NRC no later than 30 business days after the completion of Subtask E2. In addition to the requirements of Section 14.0, the contractor shall submit at least one hard copy that meets the minimum publication standards provided by the NRC.

The NRC anticipates that the FEIS would be approximately 350 pages in length. The contractor shall provide sufficient advance notice to the NRC TPM should the contractor determine that it anticipates exceeding this page count for the FEIS.

The deliverables for Subtask E are:

<u>Deliverable</u>	<u>Schedule</u>
(E1) Preliminary FEIS	50 business days after the NRC transmits the public comments from the DEIS public meeting and comment period.
(E2) FEIS Review Meeting	No later than 30 business days after completion of Subtask E1.
(E3) FEIS	30 business days after the completion of Subtask E2.

4.3 **OPTIONAL SUBTASK 3: SUPPORT FOR LICENSING PROCEEDING AND LITIGATION FOR SUBTASK 2**

In the event of legal challenge to the evaluations made under NEPA, as well as to support a possible Atomic Safety and Licensing Board hearing, the contractor shall provide information on the FEIS and its supporting material as requested. The contractor could be requested to provide information for answers to interrogatories and to provide experts to prepare written testimony and present oral testimony as needed or deemed advisable and as requested by NRC.

No deliverables have been established for Subtask 3 at this time.

5.0 PROJECT MANAGEMENT

Maintain Effective Communication with NRC Staff

The contractor shall maintain effective communication with NRC staff to help coordinate and integrate EIS preparation with NRC's technical and decision-making activities. For the duration of Subtask 1 and Subtask 2, the contractor shall participate in a bi-weekly telephone call with the NRC's TPM to discuss the progress to date. The contractor's Team Leader and NRC TPM shall participate in quarterly progress meetings held either in Rockville or at the contractors place of business. Other meetings include the task planning meetings at the initiation of Subtask 1 and Subtask 2, DEIS and FEIS review meetings, meetings with the applicant to discuss a request for additional information, and other meetings that may concern the description of the proposed action and alternatives, annotated outline, analysis of alternatives, or other deliverables under either Subtask 1 or Subtask 2.

Other Communication

The contractor shall coordinate all necessary NRC communication (other than communications for the Project Officer) for Subtasks 1, 2, and 3, through the NRC's TPM. Any proposed change in scope, schedule or cost must be approved by the NRC Contracting Officer.

NRC Comments

The contractor shall resolve all NRC comments through the NRC TPM when making revisions to any deliverable under Subtask 1 and Subtask 2.

Quality Assurance for the Project

The contractor shall implement and maintain quality assurance for the project in accordance with Section 13.0 of this SOW.

6.0 LEVEL OF EFFORT

6.1 SUBTASK 1: COLLECT AND REVIEW INFORMATION

The estimated level of effort for Subtask 1 is approximately 0.37 FTE, over a 2-month period anticipated to start on a date TBD. NRC will provide the Contractor with a 2-week notice of the start date for this task.

6.2 SUBTASK 2: PLAN, DRAFT, AND COMPLETE AN EIS TO EVALUATE ALTERNATIVES FOR THE SMC DECOMMISSIONING PLAN

The estimated level of effort for Subtask 2 is approximately 3.4 FTE, over a 24-month period anticipated to start on a date TBD with the following breakdown:

<u>Subtask</u>	<u>FTE</u>
A	0.15
B	1.20
C	1.00
D	0.48
E	0.57
Total:	3.40 FTE

6.3 OPTIONAL SUBTASK 3: SUPPORT FOR LICENSING PROCEEDING AND LITIGATION FOR SUBTASK 2

The estimated level of effort for Subtask 3, if required, is approximately 0.65 FTE, over a 12-month period anticipated to begin after the development of the FEIS. This subtask is dependent upon what, if any, contentions are filed and the subject matter of the contentions. When submitting the proposal, costs for this optional task shall be listed separately.

The contractor could be requested to provide information for answers to interrogatories and to provide experts to prepare written testimony and present oral testimony as needed or deemed advisable and as requested by NRC.

No deliverables have been established for Subtask 3 at this time.

7.0 MEETINGS AND TRAVEL

The contractor's Task Leader shall meet with the NRC TPM at NRC offices in Rockville, Maryland, for planning meetings at the beginning of Subtasks 1 and 2, and quarterly for progress reports thereafter. Upon request, the contractor's Task Leader shall meet with the NRC TPM at the NRC offices in Rockville, Maryland. During Subtask 2, travel shall be required for one public scoping meeting and up to two other public meetings in the course of this project. As necessary, the contractor shall meet with the NRC TPM and applicant in Rockville, Maryland to discuss requests for additional information. The NRC technical staff may choose to periodically meet with the contractor in the contractor's offices to review progress and provide input into the project as necessary and desirable (particularly at the DEIS and FEIS review stages). Meetings requiring contractor travel are summarized below.

<u>Topic</u>	<u>Location</u>	<u>Trips</u>	<u>Days</u>	<u>Staff</u>
Task Planning Meetings	Rockville, MD	2	3	1
Quarterly Meetings	Rockville, MD	8	3	1
Scoping Meeting and Site Visit	Near site location	1	4	6

DEIS Public Meeting	Near site location	1	2	4
Requests for Additional Information	Rockville, MD	2	3	4
DEIS Review	Rockville, MD	1	5	4
FEIS Review	Rockville, MD	1	5	4

8.0 NRC FURNISHED MATERIAL

NRC TPM will provide the following materials in electronic format to the contractor at the beginning of Subtask 1:

- Applicant's Decommissioning Plan and Environmental Report
- Copies of related documents from NRC's docket file not retrievable from ADAMS
- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs"

NRC TPM will provide the following materials to the contractor in electronic format through the duration of Subtask 2:

- NRC Notice of Intent to Prepare an EIS
- Scoping meeting transcript
- Scoping meeting comments
- Applicant responses to requests for additional information
- Cooperating agency comments on the DEIS and FEIS (if any)
- Comments and transcripts from the public comment period on the DEIS

The NRC TPM will continue to provide related documents in electronic format from the docket file throughout the completion of Subtask 1 and Subtask 2. Documents not available electronically will be provided in hard copy.

9.0 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired under this task.

10.0 PERIOD OF PERFORMANCE

The deliverables and schedule for work conducted under Subtasks 1 and 2 are summarized in Appendix A to this SOW. However, the schedule is expected to be driven by the timeliness and adequacy of the applicant in responding to requests for additional information.

10.1 SUBTASK 1: COLLECT AND REVIEW INFORMATION

Subtask 1 work shall be initiated upon notification from the NRC, currently estimated for a date TBD. This subtask shall be closed upon receipt of a letter from the NRC, approximately 2 months thereafter.

10.2 SUBTASK 2: PLAN, DRAFT, AND COMPLETE AN EIS TO EVALUATE ALTERNATIVES FOR THE SMC DECOMMISSIONING

Subtask 2 work shall be initiated concurrently with Subtask 1, and shall be closed by letter from the NRC approximately 24 months thereafter.

10.3 OPTIONAL SUBTASK 3: SUPPORT FOR LICENSING PROCEEDING AND LITIGATION FOR SUBTASK 2

Subtask 3, if required, shall be initiated by formal modification of this contract on or about the time the NRC notices the availability of the FEIS in the *Federal Register* and shall be closed by letter from the NRC approximately 12 months thereafter.

11.0 FEE RECOVERABLE WORK

Some of the work performed under this contract may be fee-recoverable work. In those cases, a technical assignment control (TAC) number and a docket number will be assigned to that applicable work. The TAC and docket numbers will be based on the work required and will vary, therefore the numbers will be provided by the NRC TPM, via email, when work of this type is requested. The assigned TAC and docket numbers must be included with the charges being billed in all monthly financial status reports required under this contract. See Section M "Billing Instructions for Labor Hour Type Contracts" contained in Attachment 2 Terms and Conditions for further instruction on license fee recovery costs.

12.0 REPORTS

The deliverables shall be submitted in hard copy and in electronic form.

The electronic version shall be consistent with the word processor in use at the NRC (Word Perfect 10) and shall be in an editable format. An additional version shall be submitted in portable document format (i.e., *.pdf).

At a minimum, the contractor shall provide 10 hard copies of each deliverable to the NRC's TPM.

The NRC intends to publish the DEIS and FEIS as a NUREG report. Therefore, the DEIS and FEIS (i.e., Subtask C3 and E3) final reports shall meet the minimum requirements for preparation of NUREGs as supplied by the NRC (as described in NUREG-0650, "Preparing NUREG-Series Publications"). Reports on any assessment by the contractor shall be in letter report form. With the exception of the DEIS delivered under Subtask C3, deliverables that are revisions of previous submittals shall include markings to indicate where the contractor changed the text, tables, or graphics.

13.0 TECHNICAL DIRECTION

Gregory F. Suber is designated the NRC TPM for this procurement. Edna Knox-Davin is designated the NRC Project Officer. Technical instructions may be provided to the contractor during the duration of Subtasks 1, 2 and 3. Technical instructions shall not constitute new

assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Directions, if any, for changes in scope of work, cost, or period of performance will be issued by the NRC Contracting Officer.

14.0 STANDARD WORK PRACTICES

For all draft and final reports under this agreement, the contractor shall assure that an independent review of numerical computations and mathematical equations and derivations is performed by qualified personnel other than the original author(s) of the reports and other than the person who performed the original calculation. If the contractor proposes to check less than 100 percent of all computations and mathematical equations and derivations in the report(s) (such as may be the case when there is a large number of routine, repetitive calculations), the contractor must first obtain written approval from the NRC's TPM.

In addition, all reports, including those which do not contain numerical analyses, must be reviewed by the contractor's management and approved with two signatures. One signature must be from the contractor's Task Leader, and one signature must be from a manager at a higher level than the contractor's Task Leader.

When revisions for the reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the first contractor's approved report.

NRC has the option of appointing a Peer Group to review, comment, and recommend changes to the draft and final reports. The contractor may recommend candidates for the Peer Group for approval by the NRC's TPM.

In the occasion of dissent in the content of the final report, the dissenting party shall have the option of stating its viewpoints and findings in a section of the report.

This section does not intend to create the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.

15.0 PERFORMANCE REQUIREMENTS

This contract contains performance requirements and standards. The method of assessing performance will be via the survey provided as an attachment to this contract. The survey will be completed at the end of the performance period.

<u>Requirement</u>	<u>Standard</u>	<u>QA Method</u>	<u>Deduction Schedule</u>
Performance of SOW	At least a satisfactory rating on each requirement.	Survey	Performance reflected in past performance survey.

**APPENDIX A
SCHEDULE AND DELIVERABLES**

The schedule for deliverables in Subtasks 1 and 2 is outlined below.

<u>Subtask</u>	<u>Deliverable</u>	<u>Schedule</u>
1	No formal submittals are required under this task.	This subtask shall be closed out approximately 2 months after NRC acceptance of the SMC Decommissioning Plan/ER.
2	(A1) Preliminary Description of the Proposed Action and Alternatives	15 business days after NRC acceptance of the SMC Decommissioning Plan/ER.
	(A2) Draft Scoping Process Summary Report	15 business days after receipt of the scoping meeting transcript and public comments provided by NRC.
	(A2) Final Scoping Process Summary Report	10 business days after receiving NRC comments on Draft Scoping Process Summary Report.
2	(B1) Site Visit	Concurrently with the Scoping Meeting, or after notification (10 business days) from NRC.
	(B2) Request(s) for Additional Information	85 business days after NRC acceptance of the SMC Decommissioning Plan/ER.
	(B3) Purpose and Need and Revised Description of the Proposed Action and Alternatives	45 business days after NRC acceptance of the SMC Decommissioning Plan/ER.
	(B4) Draft Description of the Affected Environment	55 business days after NRC acceptance of the SMC Decommissioning Plan/ER.
	(B5) Draft Description of the Impacts and Cost Benefit Analysis	75 business days after NRC acceptance of the SMC Decommissioning Plan/ER.

<u>Subtask</u>	<u>Deliverable</u>	<u>Schedule</u>
2	(C1) Working Copy of DEIS	40 business days after the receipt of NRC's comments from Subtask B2 and resolution of comments from cooperating agencies, if applicable.
	(C2) DEIS Review Meeting	No later than 30 business days after the completion of Subtask C1.
	(C3) DEIS	20 business days after the completion of Subtask C2.
2	(D1) Draft Compilation of Comments and Responses	30 business days after receipt of the comments from the NRC.
	(D2) Information Review and Request	10 Business days after receiving public comments on the DEIS from NRC.
	(D3) Final Compilation of Comments and Responses	15 business days after receipt of the comments from the NRC (to be included in the preliminary FEIS as described below in Subtask E1).
2	(E1) Preliminary FEIS	50 business days after the NRC transmits the public comments from the DEIS public meeting and comment period.
	(E2) FEIS Review Meeting	No later than 30 business days after completion of Subtask E1.
	(E3) FEIS	30 business days after the completion of Subtask E2.

TASK 2

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF ENVIRONMENTAL DOCUMENTS

TASK TITLE: TASK 2: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF AN ENVIRONMENTAL IMPACT STATEMENT FOR THE RECLAMATION OF THE SEQUOYAH FUELS CORPORATION FACILITY IN GORE, OKLAHOMA

JOB CODE: J5555
TASK NUMBER: Two (2)
B&R NUMBER: 55015333288
NRC ISSUING OFFICE: NMSS
NRC TECHNICAL ASSISTANCE PROJECT MANAGER (TAPM): Edna Knox-Davin (301) 415-6577
TECHNICAL PROJECT MANAGER (TPM): James Park (301) 415-5835
FEE RECOVERABLE: Yes
TAC NUMBER: L52042
DOCKET NUMBER: 04008027

1.0 BACKGROUND

Sequoyah Fuels Corporation (SFC) operated a uranium conversion facility near Gore, Oklahoma, from 1970 to 1993. There were two major operations at the facility: conversion of uranium oxide (yellow cake) to uranium hexafluoride (UF₆), and conversion of depleted uranium hexafluoride (DUF₆) to depleted uranium tetrafluoride (DUF₄). The site has large volumes of contaminated waste and soils that will be difficult to dispose of for site reclamation, and there is uncertainty about funding.

In November 1992, following a release of nitrous oxide, SFC notified the NRC that it had permanently shut down its UF₆ operation and would shut down the DUF₆ operation by the end of July 1993. By letter dated July 6, 1993, SFC notified NRC that, in accordance with 10 CFR Section 40.42, it had ceased all production activities and was seeking license termination. Disposal of waste at SFC's facility is the company's largest liability. If sufficient funding is available, SFC has committed to disposing offsite the wastes containing higher levels of radioactivity, while the remaining wastes would be placed in an on-site disposal cell.

An NRC decision on the acceptability of reclamation activities at this site must be supported by an appropriate evaluation of the environmental impacts and alternatives under the National Environmental Policy Act (NEPA) and NRC's requirements in 10 CFR Part 51. NRC is preparing an Environmental Impact Statement (EIS) for this site because the on-site disposal of any of these wastes involves a long-term commitment of land and may cause other significant impacts on the human environment.

On October 20, 1995, NRC published in the *Federal Register* (60 FR 54260) a Notice of Intent (NOI) to prepare an EIS for the proposed decommissioning of the SFC facility and to conduct scoping for the EIS. On November 15, 1995, NRC conducted a scoping meeting for the SFC site EIS. All comments and suggestions received during the scoping meeting, as well as those submitted to NRC in writing during the scoping period, were addressed in an EIS Scoping Process Summary Report, dated February 1997.

In July 2002, the Commission granted an SFC request to reclassify some of the waste at the site as "byproduct material," as defined under Section 11e.(2) of the Uranium Mill Tailings Radiation Control Act. The NRC subsequently issued SFC a license amendment to authorize possession of byproduct material. This shift in regulatory oversight required SFC to withdraw its decommissioning plan and submit a reclamation plan. Due to the reclassification of the waste, regulatory oversight of decommissioning activities was transferred from Subpart E of 10 CFR Part 20 (criteria for license termination) to Appendix A of 10 CFR Part 40 (criteria for the disposition of mill tailings or wastes).

An EIS was begun under the decommissioning regulatory program, but its completion has been delayed significantly to accommodate the regulatory shift. A rescoping meeting was held in May of 2003 to identify issues associated with the regulatory change. The Rescoping Summary Report, dated November 2003, identifies any new issues identified in the rescoping process. Since that time, several technical documents have been prepared to meet the requirements of the site reclamation program under Part 40, as discussed below.

The EIS for this site must be completed using the following documents, as well as any other relevant technical documents: the existing working draft EIS, the Rescoping Summary Report, technical documents submitted by SFC (e.g., Reclamation Plan, groundwater plans, license amendments, responses to NRC requests for additional information, and any other technical support documents), and NRC staff Technical Evaluation Reports on SFC's Reclamation Plan and Groundwater Corrective Action Plan.

2.0 OBJECTIVE

The objective of this task is to obtain assistance with the development of environmental review documents, including the draft EIS, the final EIS, and all documents necessary to complete the environmental review as outlined under Section 4.0 Deliverables.

3.0 STAFFING

The Task Leader shall have in-depth expertise in at least one of the issues covered by the EIS and a general understanding of the range of issues covered by an EIS. The Task Leader shall have extensive experience in the technical and regulatory aspects necessary for evaluating the environmental impacts of the construction, operation and/or decommissioning of industrial facilities that require reviews under the National Environmental Policy Act (NEPA) and should have expertise in methods used to mitigate the impact on the environment.

Other contractor personnel shall have an appropriate combination of education, training and experience in health physics, ecology, hydrology, geology, risk assessment, air quality, socio-economics, and cost-benefit analysis etc., as necessary to complete specific sections of the environmental review documents. As a part of Subtask 2 and Subtask 3, the contractor may be called upon to present technical information at public meetings and/or provide written and oral testimony at any adjudicatory hearings that would be held on the proposed licensing action.

4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop a complete draft EIS and final EIS, which the NRC will use to support decisions related to the licensing review of the SFC Reclamation Plan.

The contractor shall prepare the documents described below using plain English. The documents shall be as concise as possible while maintaining sufficient detail for members of the

public to understand the basis for the conclusions reached. Text shall be supported by appropriate tables and graphics.

The work required is described in detail below.

4.1 SUBTASK 1: COLLECT AND REVIEW INFORMATION

The contractor shall collect and review information related to the SFC site and its environs as necessary to supplement information provided by the NRC. The NRC will provide: the working draft EIS (last revised in 2002) and all relevant information generated since some of the waste was reclassified. This information includes the Rescoping Summary Report, the draft Technical Evaluation Reports for the Reclamation Plan and the Groundwater Corrective Action Plan, SFC's groundwater monitoring and corrective action plans, and the environmental assessment for the raffinate sludge dewatering license amendment. In addition, the contractor shall help identify areas that require further information (see Subtask A2 in Task 2). The information assembled under this subtask, by collection or review, shall be used directly in Task 2.

The contractor shall keep the NRC TPM informed (either via email, phone call, or personal meeting) on a bi-weekly (*i.e.*, every other week) basis and describe the information collected and reviewed under this subtask, including deficiencies found in the Reclamation Plan, as well as any portions of previous environmental reviews that can be adopted, tiered, or incorporated by reference by the NRC.

The contractor shall ensure that the appropriate information is available to assess compliance with environmental regulations and statutes other than NEPA (*e.g.*, the National Historic Preservation Act, the Endangered Species Act).

There are no formal deliverables for Subtask 1. This subtask will be closed out approximately 2 months after NRC acceptance of the first draft of the draft EIS (see Subtask A of Subtask 2).

The work conducted under Subtask 1 shall be subject to the project management requirements described in Section 5.0 of this SOW.

4.2 SUBTASK 2: PLAN, DRAFT, AND COMPLETE AN EIS

The scope of work under this subtask shall involve the planning, revision, and completion of an EIS to evaluate the impacts of conducting site reclamation activities. Resources for completing the EIS include: the existing working draft EIS, the Rescoping Summary Report, Reclamation Plan, Groundwater Monitoring Plan, Groundwater Corrective Action Plan, and other technical documents as necessary. The effort shall consist of Subtasks (A-H) as described below and shall be subject to the project management requirements described in Section 5.0 of this SOW.

The contractor shall generally follow NUREG-1748, Chapter 5, in preparation of the draft EIS and the final EIS. Deviations from the outline shall be approved by the NRC TPM.

Unless directed otherwise by NRC, the contractor shall begin work on Subtask 2 concurrently with Subtask 1.

Subtask A - First Draft of Draft Environmental Impact Statement (DEIS)

Unless directed otherwise by NRC, the contractor shall continue development of a draft EIS in accordance with 10 CFR Part 51. This first draft of the DEIS will be reviewed by NRC staff. The contractor shall not develop any sections of the DEIS that are being developed by NRC staff.

Subtask A1-Site Visit

The contractor's Task Leader and an assessment team shall make a site visit for detailed inspection of the site and environs. The site visit will occur 10 days from NRC notification.

Upon completion of the site visit, the contractor shall prepare a summary of the visit. The summary should include the following information: a list of all documents reviewed or requested, the names of and a summary of discussions with non-NRC employees, the names of and a summary of discussions with other non-NRC individuals contacted, and any other information the contractor considers relevant to the development of the EIS.

Subtask A2 - Information Review and Request

The contractor shall begin preparation of the DEIS and note areas where additional information is required in order to prepare a complete DEIS. The contractor shall prepare questions for submittal to the NRC to elicit the additional information. The request for additional information shall cover all areas needed to complete the DEIS. The NRC shall review and forward the contractor's request for additional information to SFC. After SFC responds, the NRC shall determine (with input from the contractor) if there is still insufficient information available to prepare the DEIS.

The request for additional information shall cover all areas needed to complete the DEIS under Subtask A. For example, mitigation measures and environmental monitoring shall also be considered when developing the request for additional information.

The NRC TPM will provide an example to follow in preparing the request for additional information. This subtask shall be completed no later than 30 business days after the start of Subtask 1.

Subtask A3 - Working Copy of the First Draft DEIS

The contractor shall prepare and provide to the NRC a working copy of the first draft DEIS. The working copy of this version of the DEIS shall include the following chapters, consistent with NUREG-1748:

- Introduction (includes Purpose and Need, etc.)
- Alternatives (includes Proposed Action, No-Action, alternatives, etc.)
- Affected Environment
- Environmental Impacts
- Mitigation Measures
- Environmental Measurements and Monitoring
- Cost-Benefit Analysis
- Summary of Environmental Consequences
- List of Preparers
- Distribution List

- List of References (or included in each Chapter)
- All Appendices

Groundwater: The contractor shall not develop the relevant sections of the EIS that address groundwater characteristics and remedial activities in the area of the SFC site. Specifically, the NRC staff will develop discussions of local groundwater characteristics, existing contamination, and monitoring and remediation. Chapters of the EIS containing sections on groundwater include: Affected Environment, Environmental Impacts, Mitigation Measures, Environmental Measurements and Monitoring, and Summary of Environmental Consequences. The contractor may use reference material pertaining to groundwater issues in the development of the remainder of the EIS.

The contractor shall provide the NRC TPM the information, as necessary, for the NRC to carry out consultations under Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act.

Consultations with Cooperating Agencies. The NRC will take the lead on interactions with the Cooperating Agencies (and in consultations with federal, state, and local stakeholder agencies and groups.

This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 3 and 1/2 months after commencement of Subtask 1.

The deliverables and schedule for Subtask A are:

<u>Deliverable</u>	<u>Schedule</u>
(A1) Site Visit Summary	5 business days after completion of the site visit.
(A2) Request(s) for Additional Information	30 business days after start of Task 1
(A3) Working copy of the first DEIS	70 business days after start of Task 1

Subtask B - Second Draft of the DEIS

Unless directed otherwise by the NRC, the contractor shall continue with the development of the DEIS. This second draft of the DEIS will be reviewed by the NRC staff and the cooperating agencies.

Subtask B1 - Working Copy of the Second Draft DEIS

The contractor shall prepare a working copy of the second draft DEIS consistent with NRC comments on the first draft DEIS. The contractor shall provide a working copy of the second draft DEIS to the NRC and make available any such additional working copies for transmittal to the Cooperating Agencies. This working copy of the DEIS shall include the chapters listed in subtask A3 and be consistent with NUREG-1748. This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 15 business days after receipt of NRC's comments on the first draft DEIS.

Subtask B2 - Review Meeting on the Second Draft DEIS

A DEIS review meeting with the NRC and the Cooperating Agencies shall be held no later than 6 weeks after the contractor has provided the working copy of the second draft DEIS to NRC. At this meeting, staff from the contractor, NRC, and cooperating agencies shall conduct a line-by-line review of the working copy of the second draft DEIS and produce comments on the DEIS.

The deliverables for Subtask B are:

<u>Deliverable</u>	<u>Schedule</u>
(B1) Working Copy of second draft DEIS	15 business days after receiving NRC's comments on first draft DEIS.
(B2) DEIS Review Meeting	No later than 30 business days after the completion of Subtask B1.

Subtask C - Third Draft DEIS

Unless directed otherwise by the NRC, the contractor shall continue with the development of the DEIS. This draft will be reviewed by NRC staff.

Subtask C1 - Working Copy of the DEIS

The contractor shall prepare a third draft DEIS consistent with NRC comments, NRC resolution of cooperating agency comments, and comments from the DEIS review meeting (Subtask B2). The contractor shall provide a working copy of the third draft DEIS to the NRC. This working copy of the DEIS shall include the chapters listed in subtask A3 and be consistent with NUREG-1748. This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 25 business days following the end of subtask B2.

The deliverables for Subtask C are:

<u>Deliverable</u>	<u>Schedule</u>
(C1) Working copy of the third draft DEIS	25 business days after the completion of subtask B2.

Subtask D - Final Draft Environmental Impact Statement

Unless directed otherwise by the NRC, the contractor shall continue with the development of the DEIS. This draft will be published for public review and comment.

The NRC anticipates that the DEIS would be approximately 300 pages in length. The contractor shall provide sufficient advance notice to the NRC TPM should the contractor determine that it anticipates exceeding this page count for the DEIS.

Subtask D1 - Final DEIS

The contractor shall prepare a final DEIS consistent with NRC comments on the third draft DEIS. The contractor shall submit at least one hard copy that meets the minimum publication standards provided by the NRC (NUREG-0650, "Preparing NUREG-Series Publications").

The NRC TPM may provide necessary documentation of comments or consultations with other agencies (e.g., the State Historic Preservation Officer for compliance with the National Historic Preservation Act and the U.S. Fish and Wildlife Service for compliance with the Endangered Species Act). The contractor shall incorporate this documentation into the final DEIS.

The final DEIS shall include the chapters listed in subtask A3 and be consistent with NUREG-1748. This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 15 business days after receipt of NRC comments on the third draft DEIS.

The deliverables for Subtask D are:

<u>Deliverable</u>	<u>Schedule</u>
(D1) final DEIS	15 business days after the receipt of NRC's comments on the third draft DEIS.

Subtask E - Public Comments on the DEIS

NRC will issue the DEIS for public comment in conjunction with a notice of availability published in the *Federal Register*. The public comment period shall conclude 45 calendar days after publication of the notice of availability. (NRC may extend the public comment period by one or two 15-day extensions, to a possible 75 day total, if requested by the public.)

Subtask E1 - Public Meeting on DEIS

The NRC will organize the public meeting(s) on the DEIS. This will involve setting the meeting date and time, arranging for the meeting location, hiring the stenographer, developing and placing advertisements and announcements with the local media, and notifying stakeholders. The public meeting(s) to discuss the DEIS shall occur during the public comment period on the DEIS.

The contractor shall assist the NRC in preparing for the public meeting(s) to discuss the DEIS, and the contractor shall attend the public meeting(s) held to discuss the DEIS. The contractor shall revise existing posters and develop one-page fact sheets to provide information about specific issues. Suggested poster or fact sheet topics could include photographs of the site, a depiction of what the site might look like in the future following reclamation, text and graphics depicting the various alternatives, and explanatory text and graphics explaining significant issues in the environmental impact statement (EIS).

NRC will review the draft posters and fact sheets.

Contractor personnel will be responsible for making their own travel arrangements for attending the public meeting(s).

Subtask E2 - Draft Compilation of Comments and Responses

The NRC will provide the contractor a written transcript of any public meetings and copies of all written comments. The contractor shall compile and summarize (as appropriate) in plain language, the comments received from all sources (e.g. public meeting, email, mail) on the DEIS, prepare responses to the comments, and submit to the NRC a Draft Compilation of Comments and Responses. The NRC TPM will provide an example format to follow in preparing the Draft Compilation of Comments and Responses.

The contractor shall provide sufficient advance notice to the NRC TPM if it appears that greater than 500 substantively distinct public comments have been received from the public.

The NRC will review and prepare responses to public comments pertaining to groundwater characterization, remediation, and monitoring, as well as any other topic related to groundwater.

This subtask shall be completed no later than 25 business days after receipt of the comments and transcripts from the NRC.

Subtask E3 - Information Review and Request

In reviewing the public comments on the DEIS, the contractor shall identify, as appropriate, areas where additional information is required to respond to the comments in order to prepare a complete final EIS. The contractor shall prepare and submit to the NRC questions to elicit the additional information from SFC. NRC shall review and forward the contractor's request for additional information to SFC. After SFC responds, NRC shall determine (with contractor input) if there is still insufficient information available to respond to the comments.

The contractor shall use the example provided under subtask A2 in preparing the request for additional information. This subtask shall be completed no later than 10 business days after receiving the public comments on the DEIS from the NRC.

Subtask E4 - Final Compilation of Comments and Responses

In preparing the final compilation of comments and responses, the contractor shall incorporate the NRC review comments on the draft compilation of comments and responses, as well as SFC's response to the request for additional information. The final report shall be included as an appendix in the Final EIS described in Subtask F.

This subtask shall be completed no later than 10 business days after receipt of NRC comments on the draft compilation of comments and responses.

The deliverables for Subtask E are:

<u>Deliverable</u>	<u>Schedule</u>
(E1) Draft Posters and Fact Sheets	10 business days from issuance of the draft environmental impact statement.
(E3) Request for Additional Information	10 business days after receiving public comments on the DEIS from NRC.
(E2) Draft Compilation of Comments and Responses	25 business days after receiving public comments on the DEIS from NRC.
(E4) Final Compilation of Comments and Responses	10 business days after receiving NRC comments on Deliverable E2 (to be included in the first draft FEIS as described below in Subtask F1).

Depending on the number of comments received on the DEIS, the NRC may, by written instruction, adjust the due date for the Draft Compilation of Comments and Responses and first draft FEIS.

Subtask F - First Draft Final Environmental Impact Statement (FEIS)

Unless directed otherwise by NRC, the contractor shall continue development of the FEIS concurrently with Subtask E.

Subtask F1 - First Draft FEIS

The contractor shall prepare a first draft FEIS that includes revisions made in response to public comments on the DEIS. The contractor shall incorporate Deliverable E3 into the FEIS as an appendix. As appropriate, the responses to public comment shall direct the reader to locations within the first draft FEIS where the text has been changed in response to the comment.

The contractor shall provide a working copy of the first draft FEIS to the NRC and make available any such additional working copies for transmittal to the Cooperating Agencies.

This subtask shall be completed no later than 40 business days after the NRC transmits the public comments on the DEIS to the contractor.

Subtask F2 - FEIS Review Meeting

A review meeting shall be held no later than 25 business days after transmittal of the first draft FEIS to NRC. At this meeting, the contractor's staff, NRC, and cooperating agencies shall conduct a line-by-line review of the first draft FEIS and produce comments on the FEIS.

The deliverables for Subtask F are:

<u>Deliverable</u>	<u>Schedule</u>
(F1) First Draft FEIS	40 business days after the NRC transmits the public comments on the DEIS.
(F2) FEIS Review Meeting	No later than 25 business days after completion of Subtask F1.

Subtask G - Second Draft FEIS

Unless directed otherwise by NRC, the contractor shall continue development of the FEIS. The second draft FEIS will be reviewed by the NRC and cooperating agencies.

Subtask G1 - Second draft FEIS

The contractor shall prepare an FEIS that incorporates revisions made in response to NRC and Cooperating Agency comments on the first draft FEIS (subtask F1). The contractor shall provide a working copy of the second draft FEIS to the NRC and make available any such additional working copies for transmittal to the Cooperating Agencies.

The NRC TPM may provide, as necessary, updated documentation of comments or consultations with other agencies (*e.g.*, the State Historic Preservation Officer for compliance with the National Historic Preservation Act and the U.S. Fish and Wildlife Service for compliance with the Endangered Species Act). The contractor shall incorporate this documentation into the second draft FEIS.

This subtask shall be completed no later than 15 business days after completion of the review meeting (subtask F2).

The deliverables for Subtask G are:

<u>Deliverable</u>	<u>Schedule</u>
(G1) Second Draft FEIS	15 business days after completion of review meeting (subtask F2).

Subtask H - Final Environmental Impact Statement

The contractor shall prepare an FEIS consistent with NRC and Cooperating Agency comments on the second draft FEIS. The contractor shall submit at least one hard copy that meets the minimum publication standards provided by the NRC (NUREG-0650, "Preparing NUREG-Series Publications"). This subtask shall be completed taking into consideration previous work under this SOW and shall be completed no later than 10 business days after receipt of NRC and Cooperating Agency comments on the second draft FEIS.

The NRC anticipates that the FEIS would be approximately 400 pages in length. The contractor shall provide sufficient advance notice to the NRC TPM should the contractor determine that it anticipates exceeding this page count for the FEIS.

The deliverables for Subtask H are:

<u>Deliverable</u>	<u>Schedule</u>
(H1) FEIS	10 business days after the receipt of NRC and Cooperating Agency comments on the second draft FEIS.

4.3 OPTIONAL SUBTASK 3: LITIGATION SUPPORT

In the event of a legal challenge to the evaluations made under NEPA or NRC regulations related to materials license amendments, the contractor shall provide information on the EIS and its supporting material as requested. The contractor could be requested to provide information for answers to interrogatories and to provide experts to prepare written testimony and present oral testimony as needed or deemed advisable and as requested by NRC. If this subtask is required, the contract will be modified to obtain these services, revise the schedule, and extend the period of performance.

No deliverables have been established for Subtask 3 at this time.

5.0 PROJECT MANAGEMENT

Maintain Effective Communication with NRC Staff

The contractor shall maintain effective communication with NRC staff to help coordinate and integrate EIS preparation with NRC's technical and decision-making activities. For the duration of Subtask 1 and Subtask 2, the contractor shall participate in a bi-weekly (*i.e.*, every other week) telephone call with the NRC's TPM to discuss the progress to date. The contractor's Team Leader and the NRC TPM shall participate in quarterly progress meetings held either in Rockville or at the contractor's place of business. Other meetings include the task planning meetings at the initiation of Subtask 1 and Subtask 2, DEIS and FEIS review meetings, meetings with the applicant to discuss a request for additional information, and other meetings that may concern the description of the proposed action and alternatives, analysis of alternatives, or other deliverables under either Subtask 1 or Subtask 2.

Other Communication

The contractor shall coordinate all necessary NRC communication (other than communications for the Project Officer) for Subtasks 1, 2, and 3, through the NRC's TPM.

NRC Comments

The contractor shall resolve all NRC comments through the NRC TPM when making revisions to any deliverable under Subtask 1 and Subtask 2.

Quality Assurance

The contractor shall implement and maintain quality assurance for the project in accordance with Section 13.0 of this SOW.

6.0 LEVEL OF EFFORT

6.1 SUBTASK 1: COLLECT AND REVIEW INFORMATION

The estimated level of effort for Subtask 1 is approximately 0.10 FTE, over a 2-month period anticipated to start in April 2006.

6.2 SUBTASK 2: PLAN, DRAFT, AND COMPLETE AN EIS

The estimated level of effort for Subtask 2 is approximately 2.95 FTE, over a 20-month period anticipated to start in April 2006 with the following breakdown:

<u>Subtask</u>	<u>FTE</u>
A	0.80
B	0.40
C	0.40
D	0.30
E	0.35
F	0.20
G	0.30
H	0.20
Total:	2.95 FTE

6.3 OPTIONAL SUBTASK 3: LITIGATION SUPPORT

The estimated level of effort for Subtask 3, if required, is approximately 0.25 FTE, over the 20-month period of this subtask. This subtask is dependent upon the results of the NRC staff's review of SFC's Reclamation Plan, Groundwater Corrective Action Plan, Groundwater Monitoring Plan, and Sludge Dewatering Plan, such that NRC-required modifications to these plans are inconsistent with the December 2004 Settlement Agreement between SFC, the State of Oklahoma, and the Cherokee Nation that resulted in the dismissal of two hearings before the NRC Atomic Safety and Licensing Board. Should these hearings be reopened, this task is dependent upon what contentions are filed and accepted by the hearing board, as well as the subject matter of the contentions. The contractor shall list costs for this optional task separately in its proposal.

7.0 MEETINGS AND TRAVEL

The contractor's Task Leader shall meet with the NRC TPM at NRC offices in Rockville, Maryland, for planning meetings at the start of Subtasks 1 and 2, and quarterly for progress reports thereafter. Upon request, the contractor's Task Leader shall meet with the NRC TPM at

the NRC offices in Rockville, Maryland. As necessary, the contractor shall meet with the NRC TPM and applicant in Rockville, Maryland to discuss requests for additional information. The NRC technical staff may choose to periodically meet with the contractor in the contractor's offices to review progress and provide input into the project as necessary and desirable (particularly at the DEIS and FEIS review stages). Meetings requiring contractor travel are summarized below.

<u>Topic</u>	<u>Location</u>	<u>Trips</u>	<u>Days</u>	<u>Staff</u>
Task Planning Meetings	Rockville, MD	2	3	1
Site Visit	Gore, OK	1	3	4
Quarterly Meetings	Rockville, MD	6	3	1
DEIS Public Meeting	Near site location	1	2	4
Requests for Additional Information	Rockville, MD	2	3	4
DEIS Review	Rockville, MD	1	5	4
FEIS Review	Rockville, MD	1	5	4

8.0 NRC FURNISHED MATERIAL

The NRC TPM will provide the following materials to the contractor.

- NRC scoping notices for the SFC site
- Scoping and rescoping meeting transcripts
- Scoping and rescoping summary reports
- 10 CFR Parts 40 and 51
- Existing draft EIS (as of 2002)
- SFC's Reclamation Plan and related documents (e.g., groundwater plans)
- NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs"
- Example format for preparing requests for additional information
- SFC responses to requests for additional information
- Cooperating agency comments on the DEIS and its drafts
- Comments and transcripts from the DEIS public comment period
- Example format for summarizing public comments on the DEIS and for preparing responses to these comments
- Other documents, as needed, that are referenced in the above documents or are related to environmental issues at the Sequoyah Fuels facility
- NUREG-0650, Revision 1, "Publishing Documents in the NUREG Series"

The NRC TPM will continue to provide related documents as needed throughout the completion of Subtask 1 and Subtask 2.

9.0 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired under this task order.

10.0 PERIOD OF PERFORMANCE

The deliverables and schedule for work conducted under Subtasks 1 and 2 are summarized in Appendix A to this SOW.

Due to uncertainties in the schedule for developing a Safety Evaluation Report on the acceptability of SFC's Reclamation Plan, the contract period of performance has been established to encompass lag time as well as estimated time to complete these activities under this scope of work. As such, the contractor may not expend technical or administrative effort until the NRC staff has indicated that work under this contract may begin. The NRC staff will notify the contractor within 30 days of a start-work date.

10.1 SUBTASK 1: COLLECT AND REVIEW INFORMATION

Subtask 1 work shall be initiated upon notification from the NRC, currently estimated for April 2006.

10.2 SUBTASK 2: PLAN, DRAFT, AND COMPLETE AN EIS

Subtask 2 work shall be initiated concurrently with Subtask 1 (expected April 2006) and shall be closed by letter from the NRC approximately 20 months thereafter.

10.3 OPTIONAL SUBTASK 3: LITIGATION SUPPORT

Subtask 3, if required, shall be initiated by formal modification from the NRC and also shall be closed by letter from the NRC.

11.0 Fee Recoverable Work

Some of the work performed under this contract may be fee-recoverable work. In those cases, a technical assignment control (TAC) number and a docket number will be assigned to that applicable work. The TAC and docket numbers will be based on the work required and will vary, therefore the numbers will be provided by the NRC TPM, via email, when work of this type is requested. The assigned TAC and docket numbers must be included with the charges being billed in all monthly financial status reports required under this contract. See Section M "Billing Instructions for Labor Hour Type Contracts" contained in Attachment 2 Terms and Conditions for further instruction on license fee recovery costs.

12.0 REPORTS

The deliverables shall be submitted in hard copy and in electronic form.

The electronic version shall be consistent with the word processor in use at the NRC (Word Perfect 10) and shall be in an editable format. An additional version shall be submitted in portable document format (PDF).

At a minimum, the contractor shall provide 5 hard copies of each deliverable to the NRC's TPM. The NRC will notify the contractor to provide additional hard copies as needed (*e.g.*, for Cooperating Agency review).

The NRC intends to publish the DEIS and FEIS as a NUREG report. Therefore, the DEIS and FEIS final reports (i.e., Subtasks D and H) shall meet the minimum requirements for preparation of NRC NUREGs (as described in NUREG-0650, "Preparing NUREG-Series Publications"). Reports on any assessment by the contractor shall be in letter report form. With the exception of the DEIS delivered under Subtask D, deliverables that are revisions of previous submittals shall include markings to indicate where the contractor changed the text, tables, or graphics.

13.0 TECHNICAL DIRECTION

James Park is designated the NRC TPM for this procurement. Edna Knox-Davin is designated the NRC Project Officer. Technical instructions shall not constitute new assignments of work or changes that would require an adjustment in cost or period of performance. Any changes in scope of work, cost, or period of performance will be made by the NRC Contracting Officer via formal modification of the order.

14.0 STANDARD WORK PRACTICES

For all draft and final reports under this agreement, the contractor shall assure that an independent review of numerical computations and mathematical equations and derivations is performed by qualified personnel other than the original author(s) of the reports and other than the person who performed the original calculation. If the contractor proposes to check less than 100 percent of all computations and mathematical equations and derivations in the report(s) (such as may be the case when there is a large number of routine, repetitive calculations), the contractor must first obtain written approval from the NRC's TPM.

In addition, all reports, including those that do not contain numerical analyses, must be reviewed by the contractor's management and approved with two signatures. One signature must be from the contractor's Task Leader, and one signature must be from a manager at a higher level than the contractor's Task Leader.

When revisions for the reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the first contractor's approved report.

NRC has the option of appointing a Peer Group to review, comment, and recommend changes to the draft and final reports. The contractor may recommend candidates for the Peer Group for approval by the NRC's TPM.

In the occasion of dissent in the content of the final report, the dissenting party shall have the option of stating its viewpoints and findings in a section of the report.

This section does not intend to create the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.

15.0 PERFORMANCE REQUIREMENTS

This contract contains performance requirements and standards. The method of assessing performance will be via the survey provided as an attachment to this SOW. The survey will be completed at the end of the performance period.

<u>Requirement</u>	<u>Standard</u>	<u>QA Method</u>	<u>Deduction/Incentive</u>
Performance of SOW	At least a satisfactory rating on each requirement.	Survey	Performance reflected in past performance survey.

**APPENDIX A
SCHEDULE AND DELIVERABLES**

The schedule for deliverables in Subtasks 1 and 2 is outlined below.

<u>Subtask</u>	<u>Deliverable</u>	<u>Schedule</u>
1	No formal submittals are required under this task.	This subtask shall be closed out approximately 2 months after NRC acceptance of the first draft DEIS.
2	(A1) Site Visit Summary	5 business days after completion of site visit.
	(A2) Request(s) for Additional Information	30 business days after start of Subtask 1.
	(A3) Working copy of first draft of the DEIS	70 business days after start of Subtask 1
2	(B1) Working Copy of second draft of the DEIS	15 business days after receiving NRC's comments on first draft of the DEIS
	(B2) DEIS Review Meeting	No later than 30 business days after the completion of Subtask B1.
2	(C1) Working copy of third draft of the DEIS	25 business days after the completion of Subtask B2.
2	(D1) Final DEIS	15 business days after receiving NRC's comments on the third draft of the DEIS.
2	(E1) Draft Posters and Fact Sheets	10 business days from issuance of the draft environmental impact statement.
	(E2) Draft Compilation of Comments and Responses	25 business days after receiving public comments on DEIS from NRC.
	(E3) Request for Additional Information	10 business days after receiving public comments on DEIS from NRC.
	(E4) Final Compilation of Comments and Responses	10 business days after receiving NRC comments on Deliverable E2 (to be included in the first draft FEIS [F1]).
2	(F1) First draft of FEIS	40 business days after receiving public comments on the DEIS from NRC.
	(F2) FEIS Review Meeting	No later than 25 business days after completion of Subtask F1.
2	(G1) Second draft of FEIS	15 business days after the completion of Subtask F2.

<u>Subtask</u>	<u>Deliverable</u>	<u>Schedule</u>
2	(H1) Final FEIS	10 business days after receipt of NRC and Cooperating Agency comments on (G1)