

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 9/30/09	2. CONTRACT NO. (If any) NRC-41-09-011	6. SHIP TO:	
3. ORDER NO. T006	MODIFICATION NO.	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS James Park Mail Stop TWFN 8F5	
7. TO:		c. CITY Washington	d. STATE DC
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE		e. ZIP CODE 20555	
b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 6220 CULEBRA RD		8. TYPE OF ORDER	
d. CITY SAN ANTONIO		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
e. STATE TX		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.	
f. ZIP CODE 782385166		Except for billing instructions on the reverse, this delivery 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.	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 9-5515-355-288 JC: F1156 BOC: 252A APPN: 31X0200 FFS: 5509R160 \$125,000 DUNS: 007936842		10. REQUISITIONING OFFICE FSM	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) April 30, 2011	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for the Development of An Environmental Assessment for the Nuclear Fuel Services License Renewal Application" The total CPFF amount: \$216,123 The total obligated amount: \$125,000 The Period of Performance is October 1, 2009 – April 30, 2011 NRC Project Officer: Edna Knox-Davin 301-415-6577 Technical Monitor: James Park 301-415-6935 List of Attachments: Statement of Work DUNS:007936842					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	CPFF \$216.123	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov				\$250.929 w/option	17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230			

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TASK ORDER TERMS AND CONDITIONS

1. CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

(a) The total estimated cost to the Government for full performance of this contract is **\$216,123**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which \$1 [REDACTED] represents the fixed fee. In the event that the government exercises its option, the total estimated cost to the Government will be increased as follows:

Optional Task 5: **\$34,806** (cost = \$ [REDACTED] Fee = \$ [REDACTED])

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is **\$125,000**, of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee.

2. PERIOD OF PERFORMANCE

The period of performance of this order shall be **October 1, 2009 April 30, 2011**.

3. FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the contract period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

4. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Name

Position

[REDACTED]

Project Manager
Principal Investigator

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 contract 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 contract or the service order, the contract 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 contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

5. SEAT BELTS

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

6. WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

- (a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.
- (b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

STATEMENT OF WORK

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT DOCUMENT

TASK TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF AN ENVIRONMENTAL ASSESSMENT FOR THE NUCLEAR FUEL SERVICES LICENSE RENEWAL APPLICATION

JOB CODE: F1109
TASK AREA 2: Environmental Assessment Preparation
TASK ORDER NUMBER: 006
B&R NUMBER: 9-5515-355-288
NRC ISSUING OFFICE: FSME
NRC PROJECT OFFICER (PO): Edna Knox-Davin, FSME (301) 415-6577
TECHNICAL
PROJECT MANAGER (TPM): James Park, FSME (301) 415-6935
FEE RECOVERABLE: YES
TAC NUMBER: L32830
DOCKET NUMBER: 70-124

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission staff (NRC staff) will be reviewing an application from Nuclear Fuel Services, Inc. (applicant or NFS) for the renewal of materials license SNM-124. This application is expected to be submitted in June or July 2009. NFS is authorized to receive, possess, use, store, and ship special nuclear material pursuant to 10 CFR Part 70 at its site in Erwin, Tennessee. The primary activity on the NFS Erwin site is the production of fuel material for the Department of Energy (DOE), for which most information is Classified - Restricted Data. General descriptions of this activity and others are summarized below.

The facility has been in operation since 1957 and was initially operated as a job shop, performing tasks under contract to the Atomic Energy Commission. At various times in the past, processing has occurred with depleted, natural, and enriched uranium; uranium-233 (U-233); thorium; and plutonium. Various chemical forms of uranium have been handled, including metal, uranium hexafluoride (UF₆), oxides, and nitrates. NFS is authorized to convert the chemical and physical form of highly enriched uranium (HEU); to produce fuel containing HEU; to recover and purify low-enriched and high-enriched uranium from process scrap generated either internally or at other facilities; and to perform blending of high-enriched and natural uranyl nitrate solutions to produce a low-enriched uranyl nitrate solution and to convert the downblended solution into uranium oxide powder.

NFS discharges effluents to the air, to the municipal sewage treatment plant, and to the Nolichucky River. Effluents are monitored by NFS and reported semiannually to the NRC. Typical calculated doses to the Maximally Exposed Individual from effluents have been well below 0.5 millirem. Average radionuclide concentrations discharged to the Nolichucky River have been consistently below regulatory effluent concentration limits.

NFS has an approved decommissioning plan, but it has no plans to decommission the entire site. There are several decommissioning activities underway at the site. These are described briefly below. NFS has no plans to release property for unrestricted use, but intends to decommission specific areas of the site to meet NRC unrestricted release criteria.

NFS is decommissioning Building 234, the plutonium building. The building has been dismantled and removed from the site. Excavation of contaminated soil under the building site remains as a future project. Class C-contaminated debris will be shipped offsite for disposal at a licensed disposal site in Hanford, Washington.

NFS has identified additional quantities of Greater Than Class C waste, and is working to identify a recipient who is authorized to receive the waste.

NFS is decommissioning the North Site and Radiological Burial Ground. NFS has completed the excavation and sampling for much of the site. The NRC approved an alternate method for conducting final status surveys for subsurface soils in February 2006.

The licensee identified contaminated groundwater at North Site in the early 90s and instituted a groundwater monitoring program at the North Site and around the perimeter of the plant. In 1999, the licensee received approval from the NRC, EPA, and the State of Tennessee to exclude radiological dose from shallow drinking groundwater on the licensee's site.

The NRC staff is seeking assistance with the development of an environmental assessment (EA) to document the potential environmental impacts of renewing the NFS license and thereby allowing continued licensed activities at the NFS Erwin site.

2.0 OBJECTIVE

The objective of this task order is to obtain assistance with the development of an EA, including related necessary information (e.g., requests for additional information to the licensee/applicant, and any site-specific information related to consultations under Section 7 of the Endangered Species Act and/or Section 106 of the National Historic Preservation Act) as outlined below under Section 4.0 Deliverables.

3.0 STAFFING

The CNWRA Task Leader shall have in-depth expertise in at least one of the issues covered by the EA and a general understanding of the range of issues covered by NRC EAs as outlined in NUREG-1748. 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) such as fuel cycle facilities, or independent spent fuel storage installations 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 areas including, but not limited to, health physics, ecology, cultural resources, hydrology, geology, risk assessment, air quality, socio-economics, and cost-benefit analysis as necessary to complete the EA.

It is recommended that contractor personnel have security clearances that will permit access to information classified CONFIDENTIAL - RESTRICTED DATA.

4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop an EA which the NRC will use to support its decision concerning license renewal, as described in Section 1.0. The work required is described in detail below.

The work conducted under Task 1 and 2 shall be subject to the project management requirements as described in Section 5.0 of the SOW.

4.1 TASK 1: COLLECT AND REVIEW INFORMATION

The contractor shall collect and review information related to the site and its environs including that provided by the NRC TPM, such as the current license application, and the license renewal application and accompanying environmental report (ER) as directed by the NRC TPM.

The NRC staff shall provide a copy of potentially relevant documents at the start of this task and thereafter. In addition, the contractor shall help identify areas that require further information (this will be completed in Subtask 2A). The information assembled under this task, by collection or review, shall be used directly in Task 2.

The contractor shall visit the site if requested by the NRC staff. The site visit shall be documented in a letter report that describes any information that was learned or requested from the licensee/applicant. The site visit shall be scheduled with at least a ten business day notification from NRC staff. The contractor shall coordinate with the NRC TPM, which contractor technical staff are to attend the site visit. This letter report (only required for a site visit) shall be submitted to NRC no later than 15 business days after the site visit is completed.

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

The contractor shall consider any coordination necessary to cover laws and regulations other than NEPA.

Other than the site visit trip report, no other formal deliverable is required under this task.

4.2 TASK 2: PLAN, DRAFT, AND COMPLETE AN EA

The scope of work under this task shall involve the planning, drafting, and completion of an EA to evaluate the potential environmental impacts of the proposed action. The effort shall consist of Subtasks (A-C) as described below.

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

SUBTASK A - PREPARATION OF DRAFT EA

The contractor shall follow NUREG-1748, Chapter 3, in preparation of the EA. Deviations from the outline shall be approved by the NRC TPM. The NRC staff shall provide an example EA, preferably similar in scope to the proposed action, as background material for the contractor.

Subtask A1 - Description of the Proposed Action and Alternatives

The contractor shall prepare a description of the proposed action and alternatives consistent with the guidance in NUREG-1748. The proposed action and alternatives shall be based on the NRC TPM's input and the applicant's ER and shall include the "No Action" alternative as discussed in NUREG-1748. The Description of the Proposed Action and Alternatives shall demonstrate the contractor's understanding of the alternatives and the level of detail required in the subject EA.

The contractor shall prepare a draft description for submittal to the NRC TPM. This task shall be completed taking into consideration Task 1, and shall be completed no later than 15 business days after Task 1 is initiated. To maintain efficiency, the NRC TPM prefers that this be an informal submittal, via email. This submittal is only being reviewed to verify that the NRC TPM and contractor are in agreement about the scope of the EA. Further refinement of the description of the proposed action and alternatives will take into account any comments provided by the NRC TPM.

This task shall also be documented in Subtask A4.

Subtask A2 - Description of the Affected Environment

The contractor shall provide a 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 TPM, and/or by public comment, as appropriate.

This task shall be coordinated and completed concurrently with Subtask A4.

Subtask A3 - Impacts of the Proposed Action and Alternatives

The contractor shall provide a description of the Impacts of 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 normal operating conditions, including cumulative impacts. The assessment of the impacts shall be based on the guidance provided in NUREG-1748 (e.g., water resources, ecology, air quality, transportation, historical and cultural resources, human health impacts, etc.). The level of assessment should be commensurate with the anticipated impacts and the degree of public concern. 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 current and proposed mitigation and monitoring strategies, if applicable, and discuss any additional mitigation and monitoring that may be necessary to ameliorate the impacts, as appropriate. Individuals knowledgeable in the subject area must be able to independently confirm the contractor's calculations.

The contractor shall coordinate development of impacts from accident scenarios with the NRC TPM. Accident scenarios and their impacts will be developed by NRC staff in development of the NRC's Safety Evaluation Report (SER) and will be provided, as necessary, to the contractor for inclusion in the EA.

The NRC TPM shall provide any necessary documentation regarding consultations under Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act.

This task shall be coordinated and completed concurrently with Subtask A4.

Subtask A4 - Submittal of Draft EA

The contractor shall submit a draft EA for NRC review. As stated under Task 2, this draft EA shall follow NUREG-1748, Chapter 3, with any deviations from the outline approved by the NRC TPM.

In the draft EA, the contractor shall note areas where information is missing and is being requested under Subtask B.

To maintain efficiency, the NRC TPM prefers that this be an informal submittal, via email. This submittal is only being reviewed to verify that the contractor is making progress towards Subtask C.

This task shall be completed taking into consideration Task 1, and shall be completed no later than 30 business days after the site visit is completed or no later than 50 business days after Task 1 is initiated if no site visit is conducted.

SUBTASK B - REQUEST FOR ADDITIONAL INFORMATION (RAIs)

If the information provided by NRC or collected in Task 1 is incomplete or inadequate for preparation of Subtask C, the contractor shall prepare appropriate requests for additional information (RAIs). These requests shall be submitted to the NRC, and shall be clear and concise to elicit the additional information from the licensee. NRC shall prepare and forward the contractor's RAIs to the licensee. If, after the licensee responds, the contractor subsequently determines that there is still insufficient information available to prepare Subtask C, the contractor shall provide to NRC a detailed list of the additional information needed to complete Subtask C. NRC shall prepare and forward the subsequent RAI to the licensee for the information needed.

This task shall be completed taking into consideration Task 1 and Task 2, Subtask A, and the initial set of RAIs shall be submitted no later than 30 business days after the site visit is completed or no later than 50 business days after Task 1 is initiated if no site visit is conducted.

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

SUBTASK C - COMPLETION OF FINAL EA

Subtask C1 - Preliminary Final EA

The contractor shall complete the EA after receipt of the information from Subtask B. The final EA shall incorporate all NRC comments.

The NRC TPM shall provide any necessary documentation regarding Section 7 consultations under the Endangered Species Act and Section 106 of the National Historic Preservation Act. The NRC TPM shall also provide any necessary discussion of impacts from accident scenarios.

This task shall be completed taking into consideration Subtasks A and B and the preliminary final EA shall be submitted no later than 20 business days after receipt of the information from NRC on Subtask B.

Subtask C2 - Final EA

The contractor shall revise the Preliminary EA to incorporate comments provided by the NRC TPM to produce the final EA. The contractor shall submit the finalized EA to the NRC no later than 10 business days after receipt of comments from the NRC TPM.

4.3 TASK 3 (OPTIONAL): SUPPORT FOR LICENSING PROCEEDING AND LITIGATION

In the event of legal challenge to the evaluations made under NEPA, the contractor shall assist in the hearing 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.

5.0 PROJECT MANAGEMENT

Maintain Effective Communication with NRC Staff

The contractor shall maintain effective communication with NRC staff to help coordinate and integrate EA preparation with NRC's technical and decision-making activities. For the duration of Task 1 and Task 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 that may be held either in Rockville or at the contractor's place of business. These meetings may also be conducted by teleconference call.

Other Communication

The contractor shall coordinate all necessary NRC communication (other than communications for the Project Officer) for Tasks 1 and 2, 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 Task 1 and Task 2.

Quality Assurance for the Project

The contractor shall implement and maintain quality assurance requirements for the project in accordance with Section 14.0 of this SOW.

6.0 ACCEPTANCE CRITERIA

The contractor documents the preparation of the EA and maintains appropriate records. The Draft EA and Final EA provide sufficient detail for members of the public to understand the basis of the conclusions reached. Text is supported by appropriate tables and graphics. Each deliverable provided by the contractor provides enough technical detail so that the NRC may confirm the contractor's methodologies and calculations.

7.0 LEVEL OF EFFORT

7.1 TASK 1: COLLECT AND REVIEW INFORMATION

The estimated level of effort for Task 1 is approximately 0.25 FTE, over a 3-month period anticipated to start in October 2009.

7.2 TASK 2: PLAN, DRAFT, AND COMPLETE AN EA

The estimated level of effort for Task 2 is approximately 0.5 FTE, over a 7-month period anticipated to start in October 2009 with the following breakdown:

	<u>FTE</u>
Task 1:	0.25
Task 2:	0.50
Total:	0.75 FTE
Task 3 (Optional)	0.15

8.0 MEETINGS AND TRAVEL

The contractor is expected to participate in at least one site visit at the proposed site and meet with the applicant and local, state, and federal agencies in order to collect relevant information. Upon request, the contractor's Task Leader shall meet with the NRC TPM at the NRC office in Rockville, Maryland for a Task Planning Meeting. The contractor shall meet with the NRC TPM and applicant in Rockville, Maryland to discuss requests for additional information. The NRC TPM may choose to periodically meet with the contractor in the contractor's offices to review progress and provide input into the project, as necessary. Meetings requiring contractor travel are summarized below.

Topic	Location	Trips	Days	Staff
Task Planning Meetings	Rockville, MD	1	3	1
RAI Discussion	Rockville, MD	1	3	1
Site Visit	Site Location	1	3	1
Quarterly Progress Meeting	Rockville, MD	6	3	1

9.0 NRC FURNISHED MATERIAL

NRC TPM will provide the following materials to the contractor at the beginning of Task 1:

- NFS's License Renewal Application, including the Environmental Report
- Copies of related documents from NRC's docket file
- Copy of NUREG-0650, Revision 1, "Publishing Documents in the NUREG Series"
- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs"
- Example of an EA (preferably similar in scope)
- Example of a request for additional information

The NRC TPM will continue to provide related documents from the docket file throughout the completion of Task 1 and Task 2.

10.0 CONTRACTOR ACQUIRED MATERIAL

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

11.0 PERIOD OF PERFORMANCE

The period of performance of this task order shall begin on or about October 1, 2009, and will expire on April 30, 2011. The deliverables and schedule for work conducted under this task order are summarized in Appendix A. However, the schedule is expected to be driven by the NRC staff's review schedule for the license application, RAIs, and related documents, as well as the applicant's additional licensing requests and licensing status.

11.1 TASK 1: COLLECT AND REVIEW INFORMATION

Task 1 work shall be initiated upon notification from the NRC, currently estimated for October 2009.

11.2 TASK 2: PLAN, DRAFT, AND COMPLETE AN EA

Task 2 work shall be initiated concurrently with Task 1, and shall be closed within 18 months thereafter by letter from the NRC after submittal of the Final EA.

12.0 REPORTS

Submittals for Task 2, Subtask A1 and A2-A4 shall be submitted via electronic mail with attachments consistent with the word processor in use at the NRC (currently Microsoft Word 2003), along with copies in portable document format (i.e., *.pdf). At a minimum, the contractor shall provide one paper copy of the submittals for Task 2, Subtasks B, C1, and C2 to the NRC's PO and TPM, along with a copy in portable document format (i.e., *.pdf). Reports on any assessment by the contractor shall be in letter report form.

13.0 TECHNICAL DIRECTION

Edna Knox-Davin is the NRC PO and James Park is the designated NRC TPM. The NRC PO is the focal point for all task order-related activities. All program funding actions are initiated by the NRC PO who submits the requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the NRC PO for DC.

Technical direction may be provided by the NRC TPM to the contractor during the duration of this task order. Technical direction 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 CO.

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 Project Officer.

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 or Project Officer.

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.

APPENDIX A SCHEDULE AND DELIVERABLES

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

<u>Task</u>	<u>Deliverable</u>	<u>Schedule</u>
Task 1	Site visit trip report	15 business days after the site visit is completed.
Task 2	(A1) Draft Description of Proposed Action and Alternatives	15 business days after Task 1 is initiated.
	(A2) Description of the Affected Environment	To be incorporated into Subtask A4.
	(A3) Impacts from the Proposed Action	To be incorporated into Subtask A4.
	(A4) Draft EA	30 business days after the site visit is completed or 50 business days after Task 1 is initiated if no site visit is conducted.
	(B) Request(s) for Additional Information (RAIs)	30 business days after the site visit is completed or 50 business days after Task 1 is initiated if no site visit is conducted.
	(C1) Preliminary Final EA	20 business days after the receipt of responses to RAIs.
	(C2) Final EA	10 business days after the receipt of comments from NRC on Subtask C1.
Task 3	Optional Hearing	As determined by the schedule of the Atomic Safety Licensing Board Panel