

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER SEP 30 2009		2. CONTRACT NO. (if any) NRC-41-09-011		6. SHIP TO:	
3. ORDER NO. T001		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		4. REQUISITION/REFERENCE NO. 41-09-011T001		b. STREET ADDRESS Haimanot Yilma Mail Stop TWFN 8F5	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6220 CULEBRA RD		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.		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.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 9-5515-355-288 F1109 BOC: 252A APPN: 31X0200 FFS: 5509R148 \$170,822 DUNS: 007935842		10. REQUISITIONING OFFICE FSM			

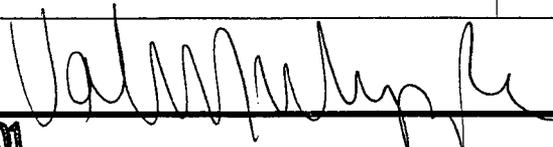
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS			
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)
	<p>The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for the Development of a Supplemental Environmental Impact Statement for the Dewey Burdock In-Situ Recovery Project."</p> <p>The total CPFF amount: \$487,045</p> <p>The total obligated amount: \$170,822</p> <p>The Period of Performance is October 1, 2009 – April 30, 2011</p> <p>NRC Project Officer: Edna Knox-Davin 301-415-6577</p> <p>Technical Monitor: Haimanot Yilma 301-415-8029</p> <p>List of Attachments: Statement of Work</p> <p>DUNS: 007936842</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		CPFF \$487,045	17(h) TOTAL (Cont. pages)		
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov	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	\$579,457 w/option	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)
Valerie Whipple
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 02 2009

ADM002

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:

Signature:  _____

Name: R. B. Kalmbach

Title: Executive Director, Contracts

Date: September 29, 2009

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 **\$487,045**, of which the sum of **\$[REDACTED]** represents the estimated reimbursable costs, and of which **\$[REDACTED]** represents the fixed fee. In the event that the Government exercises its option, the total estimated cost will increase as follows:

Optional Task 5: **\$92,412**

- (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 **\$170,822**, 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:

<u>Name</u>	<u>Position</u>
[REDACTED]	Project Manager
[REDACTED]	Principal Investigator/Sr. Research Scientist
[REDACTED]	Environmental Scientist

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.

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

TASK TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF AN INTERIM SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT FOR THE DEWEY BURDOCK IN-SITU RECOVERY PROJECT

TASK ORDER NUMBER: 001
TASK AREA 1: Supplemental Environmental Impact Statement
Preparation
JOB CODE: F1109
B&R NUMBER: 9-5515-355-288
ISSUING OFFICE: FSME
NRC TECHNICAL ASSISTANCE
NRC PROJECT OFFICER (PO): Edna Knox-Davin (301) 415-6577
NRC TECHNICAL PROJECT
MANAGER (TPM): Haimanot Yilma (301) 415-8029
FEE RECOVERABLE: Yes
TAC NUMBER: TAC J00830
DOCKET NUMBER: 040-09075

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from Powertech Uranium Corporation (Powertech) by letter dated February 25, 2009 for a new Source Materials License, under the provisions of 10 CFR Part 40. The new license would allow Powertech to conduct in-situ recovery (ISR) activities for uranium extraction at Dewey Burdock, located in Fall River and Custer Counties, in the State of South Dakota. Activities involved in the proposed set up and operation of the Dewey Burdock project would include the construction of surface and subsurface infrastructures; operation of well fields to recover the uranium from injected solutions; aquifer restoration activities to restore the groundwater quality in the production zone after uranium recovery is completed within a well field; and decommissioning of surface and subsurface infrastructure and reclaiming the surface after uranium production activities at the site has been completed.

Given that the NRC expects to receive a large number of new Source Materials License applications (involving the use of the ISR process) in a relatively short period of time, the NRC prepared a "Generic Environmental Impact Statement for Uranium In-Situ Leach Milling Facilities" (GEIS) to support an efficient and consistent approach of reviewing site-specific license applications for ISR facilities. The NRC staff plans to use the GEIS to identify and evaluate generic environmental impacts associated with the construction, operation, aquifer restoration, and decommissioning of Dewey Burdock, and as a starting point for its National Environmental Policy Act (NEPA) analyses. Where the conclusions presented in the GEIS can be adopted for Dewey Burdock (i.e., whether they are within the bounds established in the GEIS), the Supplemental Environmental Impact Statement (SEIS) will provide justification for adopting the GEIS evaluation. For conclusions presented in the GEIS that can not be adopted, site-specific features and potential impacts will be evaluated in the Dewey Burdock site-specific SEIS.

2.0 OBJECTIVE

The objective of this task order is to obtain technical assistance with the development of a draft SEIS, Final SEIS, and all documents necessary to complete the environmental review as outlined below under Section 4.0 Scope of Work and Deliverables.

3.0 STAFFING

The contractor shall ensure that the technical staff performing under this task order 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 technical staff assigned to each task from the necessary technical disciplines. The contractor's Project Manager shall have in-depth expertise in at least one of the issues covered by the SEIS and a general understanding of the range of issues covered by NRC NEPA reviews as outlined in NRC NUREG-1748. The contractor's Project Manager 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 NEPA such as uranium recovery facilities, and should have expertise in methods used to mitigate the impacts on the environment. The contractor's technical staff shall have expert experience to include greater than 5 years experience in conducting reviews in the specific technical areas assigned and shall have an appropriate combination of education, training, and experience in areas required to complete an SEIS including, but not limited to, health physics, ecology, cultural resources, hydrology, geology, risk assessment, air quality, socioeconomics, and cost-benefit analyses. Additionally, the contractor's technical staff shall 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 applicant for the disciplines they represent. The contractor's technical staff shall also have experience presenting technical information and be able to provide written and oral testimony at mandatory or adjudicatory hearings on the proposed actions as needed. The NRC considers the following technical staff to be essential for this effort:

1. Project Manager
2. Task Manager
3. Environmental Specialist/Scientist/Engineer
4. Radiation Health Physicist
5. Hydrologist/Hydrogeologist
6. Geologist
7. Nuclear Physicist/Engineer/Criticality
8. Performance Assessment Analyst
9. General Engineer/Chemical Engineer
10. Cultural Resources Expert (Endangered Species and Historical Preservation)
11. Ecology and interrelated earth sciences Expert
12. Environmental Justice Expert
13. Cost-benefit analyses Expert
14. Transportation impact assessment Expert
15. Cumulative impacts assessment Expert
16. Facilitation/Public Outreach Expert
17. Nuclear Fuel Facility, Spent Fuel Facility, and/or Uranium Mining and Milling Expert
18. Tribal, Local, State, and/or other Federal Agency Consultations and Coordination Expert

4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop a SEIS, which the NRC will use to support decisions related to the issuance of a new Source Materials License to Powertech, as described in Section 1.0. The SEIS shall be written in accordance with 10 CFR Part 51, the guidance on NEPA reviews provided in NUREG-1748, and the GEIS. The work conducted under this task order shall be subject to the project management requirements described in Section 5.0. The work required is described in detail below and in Appendix A.

4.1 TASK 1: COLLECT AND REVIEW INFORMATION INCLUDING SITE VISIT

SUBTASK 1-A - COLLECT AND REVIEW INFORMATION

The contractor shall independently collect and review information related to the proposed site and its environs. The NRC TPM may also provide relevant information, including the current license application, Environmental Report (ER), and the Safety Analysis Report (SAR). Subtask 1-A shall begin immediately upon award of the task order.

The NRC TPM shall provide a copy of potentially relevant documents as they are available. In addition to the information provided by the NRC TPM, the contractor is expected to utilize the NRC's Agencywide Documents Access and Management System (ADAMS) to identify other relevant documents to the project.

The contractor shall keep the NRC TPM informed (either via electronic mailing, phone call, or personal meeting) on a weekly basis and describe the information collected, reviewed, and analyzed under this task, including but not limited to: deficiencies found in applicant-submitted information (i.e., license application/ER); deficiencies elsewhere; and any portions of other environmental reviews in the vicinity of the proposed project that can be adopted/tiered/incorporated by reference into the SEIS

The contractor shall include in development process any coordination necessary to cover laws and regulations other than NEPA. As identified by the NRC TPM, the contractor shall provide supporting information for NRC consultations with other agencies. Information resulting from consultations with other agencies will be provided to the contractor for use in the analysis, as well as summary and referencing in the document.

No formal deliverables are required under Subtask 1-A.

SUBTASK 1-B - SITE VISIT

The contractor shall visit the site as required by the NRC TPM. The NRC TPM shall coordinate the site visit with the applicant and shall request of the contractor, the necessary security information (e.g., name of individual, citizenship) of any contractor staff that will be participating prior to the site visit. The contractor shall coordinate with the NRC TPM which contractor technical staff will participate in the site visit.

The site visit shall be documented in a site visit trip report that describes any information that was learned, requested, or obtained from the applicant (see Section 12.0 for format requirements). The site visit trip report shall be completed no later than 7 business days after the site visit is completed. Other than the site visit trip report, no other formal deliverable is required under this task.

4.2 TASK 2: PREPARE AND SUBMIT AN INTERIM SEIS

The scope of work under this task shall involve the planning and drafting of an Interim SEIS to evaluate the impacts of the proposed action (i.e., new Source Materials License). The effort shall consist of Subtasks 2-A and 2-B, as described below.

Unless directed otherwise by the NRC TPM, the contractor shall begin work on Task 2 concurrently with Task 1 of this overall task order.

The contractor shall follow the format of the GEIS to the extent practicable, and tier off/incorporate by reference, portions of the GEIS when appropriate to prepare the Interim SEIS. Guidance for technical content can be found in NUREG-1748. The contractor shall develop a draft outline following the format of the GEIS for the NRC TPM's approval. Any deviations from the once-approved outline shall be approved by the NRC TPM. The contractor's goal shall be to focus the Interim SEIS discussion on areas of true concern and those resource areas deferred to the site-specific analysis from the GEIS.

The NRC TPM will provide the contractor with a draft of the introductory chapter (Chapter 1) describing the proposed action and its purpose and need, and licensing ISR facilities consistent with the format in the GEIS. The contractor is expected to prepare all other chapters of the SEIS.

SUBTASK 2-A – INTERIM SEIS

The contractor shall provide draft site description, proposed list of alternatives and a description of the ISR cycle consistent with the format in the GEIS. 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 required by NRC regulations.

The contractor shall provide a draft description of the affected environment (see Section 12.0 for format requirements). Consistent with 10 CFR Part 51, the GEIS, 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.

The contractor shall provide a draft description of the Impacts from 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, operation, aquifer restoration, and decommissioning, including cumulative impacts. The assessment of 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 contractor shall limit impact discussions to those areas that are reasonably impacted by the proposed action.

The contractor shall develop impacts based on the description of the proposed action and alternatives, as well as descriptions of the affected environment, and shall evaluate impacts within the bounds established in the GEIS. Resource areas where the conclusions of the GEIS are not applicable should receive the greatest amount of attention.

The contractor shall describe the applicant's 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

Interim SEIS. The contractor shall incorporate other information and conclusions developed during the NRC SER process.

The contractor shall provide the NRC TPM with technical information as necessary to allow the NRC to carry out consultations under Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act. 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 subtask shall be coordinated concurrently with Subtask 2-B. A copy of the Interim SEIS shall be provided as an informal submittal to the NRC TPM 35 business days after completion of Subtask 1-B. The Interim SEIS shall provide all of the information described in this task as it is available at the time, noting information gaps to be captured under a Request for Additional Information (RAI) or as identified to the NRC TPM as work in progress. The NRC TPM will review the Interim SEIS and provide the contractor with preliminary comments, if applicable. Format requirements are described in Section 12.0.

SUBTASK 2-B - INFORMATION REVIEW/REQUEST

If the Draft SEIS cannot be generated completely without additional information from the applicant (e.g., RAIs), the contractor shall prepare questions for submittal to the NRC TPM to elicit the additional information. The NRC TPM will review and forward the contractor's RAIs to the applicant. After the applicant responds, the NRC TPM will determine (with input from the contractor) if there is still insufficient information available to prepare the Draft SEIS.

The RAIs shall cover all areas needed to complete the Draft SEIS. For example, mitigation measures and environmental monitoring shall also be considered when developing the RAIs.

The contractor shall identify areas that require further information before the Draft SEIS can be completed. The RAIs shall be documented in a brief letter report to the NRC TPM stating what information is missing and the basis for requesting the information (i.e., the potential impact on the environmental review). RAIs shall be submitted to the NRC TPM and shall be both clear and concise to elicit the additional information from the applicant. It is noted that the applicant may not be able to provide information. Thus, the contractor should be able to define what information could be developed by the contractor versus that information that must come from the applicant.

Draft RAIs shall be submitted to the NRC TPM no later than 35 business days after completing the site visit (Subtask 1-B).

4.3 TASK 3: PREPARE AND SUBMIT A DRAFT SEIS AND RESPONSE TO STAKEHOLDERS

SUBTASK 3-A - DRAFT SEIS

The contractor shall submit a Draft SEIS for the NRC TPM to review and provide to other agencies during consultations. This Draft SEIS shall incorporate the information received in any requests for additional information (RAIs) sent to the applicant. This Draft SEIS shall follow an NRC TPM-approved outline. Deviations from the outline shall be approved by the NRC TPM.

Relevant information developed during the NRC Safety Evaluation Report (SER) process shall be summarized in the Draft SEIS and incorporated by reference.

This subtask shall be completed no later than 30 business days after receipt of the applicant's responses to the RAIs.

SUBTASK 3-B - DRAFT RESPONSES TO STATE AND PUBLIC COMMENTS

The contractor shall provide responses to the State and/or public comments on the Draft SEIS within 15 business days after receipt. This subtask schedule may be extended for a large number of comments (e.g., 1 business day extension for every ten comments over forty with a maximum 30 day extension).

4.4 TASK 4: COMPLETION OF FINAL SEIS

Subtask 4-A - Preliminary Final SEIS

The contractor shall incorporate all important issues and comments brought forth during consultation and as identified by the public, other stakeholders including State and Federal agencies, the applicant, the contractor, and NRC staff. The contractor shall complete the SEIS after receipt of comments from the NRC TPM. 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 subtask shall be completed no later than 20 business days after receipt of the information from NRC (see Section 12.0 for format requirements).

Subtask 4-B - Final SEIS

The contractor shall revise the Preliminary Final SEIS to incorporate comments from the NRC TPM's review to produce the Final SEIS. The contractor shall submit the Final SEIS to the NRC no later than 10 business days after receipt of the NRC TPM's comments.

4.5 TASK 5 (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 the NRC TPM to help coordinate and integrate Interim SEIS preparation with NRC's technical and decision-making activities. For the duration of this task order, the contractor shall participate in a weekly telephone call with the NRC's TPM to discuss the progress to date. The contractor's Project Manager and NRC TPM shall participate in quarterly progress meetings either in Rockville, MD or at the contractor's place of business, as may be requested by the NRC TPM.

For All Communications

The contractor shall coordinate all necessary NRC communication for the specific task through the NRC's TPM or designee (as may be temporarily established via electronic or hard-copy written communication from the NRC TPM).

NRC Comments

The contractor shall resolve NRC comments through the NRC TPM when making revisions to any deliverable under each task in this task description.

Quality Assurance for the Project

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

6.0 ACCEPTANCE CRITERIA

The contractor shall document the preparation of the SEIS and maintain appropriate records. An inventory list or copies of such records shall be provided upon request by the NRC TPM.

The draft and final SEIS shall provide sufficient detail for members of the public to understand the basis of the conclusions reached. The text of these documents shall be supported by appropriate tables and graphics. Each deliverable provided by the contractor shall include directly or be accompanied by enough technical detail so that the NRC may confirm the contractor's methodologies and calculations. The SEIS shall use both incorporation by reference and tiering as applicable from the GEIS as identified in Section 1.0 "Background."

7.0 LEVEL OF EFFORT

The total level of effort for all tasks is 1.6 FTE not including optional Task 5.

7.1 TASK 1: COLLECT AND REVIEW INFORMATION INCLUDING SITE VISIT

The estimated level of effort for this Task is approximately 0.25 FTE.

7.2 TASK 2: PREPARE AND SUBMIT AN INTERIM SEIS and RAIs

The estimated level of effort for this Task is approximately 0.55 FTE.

7.3 TASK 3: PREPARE AND SUBMIT DRAFT SEIS AND RESPONSE TO STAKEHOLDERS

The estimated level of effort for Task is approximately 0.5 FTE.

7.4 TASK 4: COMPLETION OF FINAL SEIS

The estimated level of effort for Task is approximately 0.3 FTE.

7.5 TASK 5 (OPTIONAL): SUPPORT FOR LICENSING PROCEEDING AND LITIGATION

The estimated level of effort for this Task is approximately 0.3 FTE.

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 by the NRC TPM, the contractor's Project Manager shall meet with the NRC TPM at the NRC offices in Rockville, MD for a Planning Meeting and to discuss any RAIs. 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. Alternatively, these meetings may be held by telephone/teleconference at the discretion of the NRC TPM. Meetings potentially requiring contractor travel are summarized below.

<u>Topic</u>	<u>Location</u>	<u>Trips</u>	<u>Days</u>	<u>Contractor Staff</u>
Planning Meeting	Rockville, MD	1	3	1
Site Visit/Information Gathering	Site Location	1	3 - 5	2
Planning Meeting	Rockville, MD	1	3	1

9.0 NRC FURNISHED MATERIAL

The NRC TPM will provide the following materials to the contractor at the beginning of Task 1 in electronic format unless otherwise specified:

- A draft copy of the introductory chapter (Chapter 1) describing the proposed action and its purpose and need, and licensing ISR facilities consistent with the format in the GEIS;
- Applicant's license application, which includes the Safety Analysis Report, Environmental Report, and any accompanying appendices;
- Copies of cultural and paleontological information from the proposed site (non-publicly available);
- Copies of related documents from NRC's docket file;
- NRC's preferred format for RAIs;
- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs";
- Copy of NUREG-1569, "Standard Review Plan for *In-Situ* Leach Uranium Extraction License Applications-Final Report";
- Copy of NUREG-1910, "Draft Generic Environmental Impact Statement for Uranium Milling Facilities"; and
- Information gained via consultations with other agencies, as it may be made available.

The NRC TPM will continue to provide related documents from the docket file throughout the completion of this task order.

10.0 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired.

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 decommissioning plan, RAIs, and related documents, as well as the applicant's additional licensing requests and licensing status.

12.0 REPORTS

Five hard copies of the draft and final versions of all reports covering each task shall be forwarded to the NRC TPM, as well as an electronic version (via electronic mail with electronic attachments) consistent with the word processor in use at the NRC (currently Microsoft Word 2003) or in portable document format (i.e., *.pdf), as appropriate. Additionally, one hard copy shall be sent to the NRC Contracting Officer (CO) as soon as the documents are required to be available.

13.0 TECHNICAL/PROJECT DIRECTION

Edna Knox-Davin is the NRC PO and Haimanot Yilma is the designated NRC TPM. The NRC TAPM is the focal point for all task order-related activities. All program funding actions are initiated by the NRC TAPM 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 TAPM 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, mathematical equations, and derivations is performed by qualified technical staff 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, 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 TAPM. In addition, all reports, including those which do not contain numerical analyses must be reviewed for consistency and readability by the contractor's management and approved with two signatures. One signature must be from the contractor's Project Manager, and one signature must be from a manager at a higher level than the contractor's Project Manager. Informal submittals/deliverables must be reviewed and forwarded from at least the Project Manager level.

When revisions for 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 TPM.

In the case of dissent in the content of the final report, the dissenting party shall have the option of stating its viewpoints and findings. Such statements may appear in the report as decided by the NRC.

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 of deliverables for Tasks 1 through 5 is outlined below.

TASK	DELIVERABLE	SCHEDULE (business days)
1-B	Site Visit Trip Report	7 days after site visit
2-A	Interim SEIS	35 days after completion of Subtask 1-B
2-B	RAIs	35 days after completion of Subtask 1-B
3-A	Draft SEIS	30 days after receipt of applicant's responses to RAIs
3-B	Draft Responses to State/Public Comments	15 days after receipt from NRC
4-A	Preliminary Final SEIS	20 days after receipt of Draft EA and responses to State and/or public comments from NRC
4-B	Final SEIS	10 days after receipt of NRC's comments on Subtask 4-A
5	Optional Hearing	As determined by the schedule of the Atomic Safety Licensing Board Panel