

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER <b>07/31/11</b>		2. CONTRACT NO. (if any) NRC-41-10-013		6. SHIP TO:	
3. ORDER NO. T002		4. REQUISITION/REFERENCE NO. FAIMIS: 112644		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 Haimanot Yilma Mail Stop TWFN 8F5	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SANFORD COHEN & ASSOCIATES				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1608 SPRING HILL RD STE 400				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
d. CITY VIENNA		e. STATE VA	f. ZIP CODE 22182-2241		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 0-5515-355-288 JC: F1129 BOC: 252A APPN: 31X0200 \$42,674 <b>**TRANSFERRED FROM BASIC CONTRACT**</b> FSM-11-089 FAIMIS: 112644 DUNS: 071167910				10. REQUISITIONING OFFICE    FSM	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL		<input checked="" 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					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		See Blk 17(b) below	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

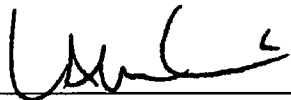
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for the Development of Two Environmental Assessments for the Crow Butte In-Situ Uranium Recovery License Renewal and North Trend Expansion Area."  The total CPFF amount: \$42,674; \$52,477 inclusive of option.  The total obligated amount: \$42,674 (transferred from Basic Contract)  The Period of Performance is May 31, 2011 –December 31, 2011  NRC Project Officer: Edna Knox-Davin 301-415-6577  Technical Monitor: Haimanot Yilma 301-415-8029  List of Attachments: Statement of Work  DUNS: 071167910					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
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		
SEE BILLING INSTRUCTIONS ON REVERSE				17(h) TOTAL (Cont. pages) Current CPFF \$42,674	
				17(i) GRAND TOTAL CPFF \$52,477 inclusive of options	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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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: Laurie Loomis

Title: Vice President

Date: 06/13/11

## 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 task order is **\$42,674**, of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee. This amount covers Tasks 1 and 2. The task order will increase with exercise of optional Task 3 as follows:

	<u>Cost</u>	<u>Fee</u>	<u>CPFF</u>
Optional Task 3	[REDACTED]	[REDACTED]	\$9,803

- (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 **\$42,674**, 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 **May 31, 2011 through December 31, 2011**.

### 3. 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed **\$2,364** without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

#### 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>
	<b>Project Manager/Task Manager Historic and Cultural Resources Expert; Environmental Justice Expert</b>

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. 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.

## **6. 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.

## **7. 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 TWO FINAL ENVIRONMENTAL ASSESSMENTS

TASK TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF TWO ENVIRONMENTAL ASSESSMENTS FOR THE CROW BUTTE IN-SITU URANIUM RECOVERY LICENSE RENEWAL AND NORTH TREND EXPANSION AREA

TASK ORDER NUMBER: 2  
TASK AREA 2: Environmental Assessment Preparation (Cultural Resources)  
JOB CODE: F1129  
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: J00814 and J00835  
DOCKET NUMBER: 040-008943

## 1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from Crow Butte Resources, Inc. (CBR) for the proposed license renewal (LR) of the currently existing In-Situ Uranium Recovery facility near Crawford, Nebraska. The current facility is approximately 3,300 acres and located in Dawes County, Nebraska, approximately 4 miles southeast of Crawford. The facility was first licensed in 1986 by Wyoming Fuel Corporation, and has been operating under CBR since 1991. The U.S. NRC staff also received an application for CBR for the proposed North Trend (NT) expansion area facility also located approximately 4 miles southeast of Crawford.

As part of the proposed license renewal and North Trend expansion area applications, CBR submitted an Environmental Report (ER). An NRC decision on the renewal of the license as well as a decision on the North trend expansion area will have to 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.

## **2.0 OBJECTIVE**

The objective of this task order is to obtain technical assistance with the development of the cultural resources sections as well as cumulative impact sections of Crow Butte LR and NT draft and final Environmental Assessment (EA) 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 EAs and a general understanding of the range of issues covered by NRC environmental 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 five 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 EA. 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 staff to be essential for this effort:

1. Project Manager
2. Task Manager
3. Historic and Cultural Resources Expert
4. Cumulative impacts assessment Expert

## **4.0 SCOPE OF WORK AND DELIVERABLES**

The Contractor shall support NRC in developing portions of the complex EA's (only cultural resources including cumulative impacts) that the NRC is producing as the lead federal agency. The complex EA's shall be written in accordance with 10 CFR Part 51 and using the guidance provided in NUREG-1748. The EA's will be used by the NRC to support decisions related to the issuance of a Source Materials License amendment and license renewal of existing facilities to Crow Butte Resources, Inc, as described in Section 1.0. 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 – CROW BUTTE NORTH TREND EA - CULTURAL RESOURCES SECTIONS,**

INCLUDING CUMULATIVE IMPACTS ONLY (J00814)

SUBTASK -1- COLLECT AND REVIEW INFORMATION

SUBTASK 1-A – COLLECT AND REVIEW INFORMATION

The contractor shall independently collect and review cultural resources information related to the proposed site and its environs. The NRC Technical Project Manager (TPM) will also provide relevant information, including the current license application, Environmental Report (ER), and the Safety Analysis Report (SAR) /Technical Report (TR).

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 mail, phone, or personal meeting) on a weekly basis and describe the information collected, reviewed, and analyzed under this task related to the cultural resources, 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 EA.

The contractor shall include in its EA's development process (of the cultural resources sections including cumulative impacts) any coordination necessary to cover laws and regulations other than NEPA. As identified by the 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 cultural resources sections of the EA's analysis, as well as summary and referencing in the EA's document.

No formal deliverables are required under Subtask 1-A.

SUBTASK 1-B - SITE VISIT AND INFORMATION GATHERING MEETINGS

The contractor shall visit the site as required by the NRC TPM as well as any other potential government agency (e.g. state SHPO office). 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 related to the cultural resources that was learned, requested, or obtained from the applicant (see Section 12.0 for format requirements). The site visit trip report shall be submitted to the NRC as indicated in Appendix A



## SUBTASK 2: PREPARE AND SUBMIT EA

The scope of work under this task shall involve the planning, drafting, and completion of the cultural resources sections (including cumulative impact sections) for the EA's to evaluate the impacts of the applicant's proposed action. The effort shall consist of Subtasks A and B as described below.

Unless directed otherwise by the NRC TPM, the contractor shall begin work on subtask 3 concurrently with subtasks 1 and 2 of this overall task order.

### SUBTASK 2-A - DESCRIPTION OF AFFECTED ENVIRONMENT

The contractor shall provide a Draft Description of the cultural resources sections (including cumulative impacts analysis) for the Affected Environment (see Section 12.0 for format requirements). 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 state comment, as appropriate.

This subtask shall be coordinated and completed concurrently with Subtask 1-A, reflecting the intention that the descriptions of the affected environment emphasize information supporting analysis and understanding of impacts.

### SUBTASK 2-B - IMPACTS FROM THE PROPOSED ACTION AND ALTERNATIVES

The contractor shall provide a description of the Impacts from the Proposed Action and Alternatives for the cultural resources sections only (including cumulative impacts). 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 on cultural resources. The assessment of impacts shall be based on the guidance provided in NUREG-1748. The contractor shall limit impact discussions to those areas that are reasonably impacted by the proposed action. Additionally, the length and level of detail of the description of the affected environment for cultural resources should be informed by the significance of the impacts to that resource area.

The contractor shall immediately notify the NRC TPM with any potential "significant" impact findings which may preclude a finding of no significant impact only pertaining to cultural resources.

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 assessment.

The contractor shall provide the NRC TPM with technical information as necessary to allow the NRC to carry out consultations under Section 106 of the National Historic Preservation Act.

The description and assessment of environmental impacts, mitigation, and monitoring strategies under this subtask shall be coordinated and completed concurrently with Subtask 1-A. Format requirements are described in Section 12.0.

### SUBTASK 3- DRAFT EA

#### SUBTASK 3-A – INTERIM DRAFT EA

A copy of the interim draft EA's cultural resources sections (including cumulative impacts sections) shall be provided as an informal submittal to the NRC TPM as indicated in Appendix A. The interim draft EA's shall provide all of the information described in Subtasks 2-A and 2-B as it is available at the time, including other information described under subtask 3 of this task order, or as identified to the NRC TPM as work in progress. The NRC TPM will review the interim draft EA's and provide the contractor with preliminary comments, if applicable. The contractor shall incorporate NRC TPM's comments from the interim draft EA's review into the preliminary draft EA's. (Subtask 3-B).

The contractor shall immediately notify the NRC TPM with any potential "significant" impact findings which may preclude a finding of no significant impact.

#### SUBTASK 3-B – PRELIMINARY DRAFT EA

The contractor shall submit a preliminary draft EA's cultural resources sections and for the NRC TPM to review and provide to other agencies during consultations. This preliminary draft EA's shall incorporate the information received under Subtask 2-B. This preliminary draft EA's shall follow the NRC TPM-approved outline under subtask 2 of this task order. Deviations from the outline shall be approved by the NRC TPM. The contractor shall immediately notify the NRC TPM with any potential "significant" impact findings which may preclude a finding of no significant impact.

Relevant information developed during the NRC SER process shall be summarized in the draft EA's and incorporated by reference.

This subtask shall be completed taking into consideration subtask 2 and shall be completed as indicated in Appendix A.

#### SUBTASK 3-C - DRAFT EA'S

The contractor shall revise the preliminary draft EA's cultural resources sections and to incorporate comments from the NRC review to produce the draft cultural resources section of the EA's. The contractor shall submit the draft cultural resources section of the EA's to the NRC as indicated in Appendix A

## SUBTASK 4 - COMPLETION OF FINAL EA

### SUBTASK 4-A - DRAFT RESPONSES TO STATE COMMENTS

The NRC shall provide the contractor with copies of all written comments on the Draft EA's cultural resources sections (including cumulative impacts). The contractor shall prepare responses to State comments on the Draft EA's and submit the responses to NRC as indicated in Appendix A. 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).

### SUBTASK 4-B - PRELIMINARY FINAL EA'S

The contractor shall incorporate all important issues and comments brought forth during consultation and as identified by the state, the applicant, the contractor, and NRC staff. The NRC TPM shall provide any necessary documentation regarding Section 106 of the National Historic Preservation Act. The NRC TPM shall also provide any necessary discussion of impacts from accident scenarios.

The contractor shall submit a Preliminary Final EA's cultural resources sections to the NRC as indicated in Appendix A.

### SUBTASK 4-C - FINAL EA

The contractor shall revise the preliminary final EA's cultural resources sections to incorporate comments from the NRC review to produce the final EA's. The contractor shall submit the final EA's to the NRC as indicated in Appendix A.

## 4.2 TASK 2 - CROW BUTTE LICENSE RENEWAL EA - CULTURAL RESOURCES SECTIONS, INCLUDING CUMULATIVE IMPACTS ONLY (J00835)

### SUBTASK -1- COLLECT AND REVIEW INFORMATION

#### SUBTASK 1-A – COLLECT AND REVIEW INFORMATION

The contractor shall independently collect and review cultural resources information related to the proposed site and its environs. The NRC Technical Project Manager (TPM) will also provide relevant information, including the current license application, Environmental Report (ER), and the Safety Analysis Report (SAR) /Technical Report (TR).

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 mail, phone, or personal meeting) on a weekly basis and describe the information collected, reviewed, and analyzed under this task related to the cultural resources, 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 EA.

The contractor shall include in its EA's development process (of the cultural resources sections including cumulative impacts) any coordination necessary to cover laws and regulations other than NEPA. As identified by the 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 cultural resources sections of the EA's analysis, as well as summary and referencing in the EA's document.

No formal deliverables are required under Subtask 1-A.

#### SUBTASK 1-B - SITE VISIT AND INFORMATION GATHERING MEETINGS

The contractor shall visit the site as required by the NRC TPM as well as any other potential government agency (e.g. state SHPO office). 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 related to the cultural resources that was learned, requested, or obtained from the applicant (see Section 12.0 for format requirements). The site visit trip report shall be submitted to the NRC as indicated in Appendix A

#### SUBTASK 2: PREPARE AND SUBMIT EA

The scope of work under this task shall involve the planning, drafting, and completion of the cultural resources sections (including cumulative impact sections) for the EA's to evaluate the impacts of the applicant's proposed action. The effort shall consist of Subtasks A and B as described below.

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

#### SUBTASK 2-A - DESCRIPTION OF AFFECTED ENVIRONMENT

The contractor shall provide a Draft Description of the cultural resources sections (including cumulative impacts analysis) for the Affected Environment (see Section 12.0 for format requirements). 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 state comment, as appropriate.

This subtask shall be coordinated and completed concurrently with Subtask 1-A, reflecting the intention that the descriptions of the affected environment emphasize

information supporting analysis and understanding of impacts.

#### SUBTASK 2-B - IMPACTS FROM THE PROPOSED ACTION AND ALTERNATIVES

The contractor shall provide a description of the Impacts from the Proposed Action and Alternatives for the cultural resources sections only (including cumulative impacts). 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 on cultural resources. The assessment of impacts shall be based on the guidance provided in NUREG-1748. The contractor shall limit impact discussions to those areas that are reasonably impacted by the proposed action. Additionally, the length and level of detail of the description of the affected environment for cultural resources should be informed by the significance of the impacts to that resource area.

The contractor shall immediately notify the NRC TPM with any potential "significant" impact findings which may preclude a finding of no significant impact only pertaining to cultural resources.

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 assessment.

The contractor shall provide the NRC TPM with technical information as necessary to allow the NRC to carry out consultations under Section 106 of the National Historic Preservation Act.

The description and assessment of environmental impacts, mitigation, and monitoring strategies under this subtask shall be coordinated and completed concurrently with Subtask 2-A. Format requirements are described in Section 12.0.

#### SUBTASK 3- DRAFT EA

##### SUBTASK 3-A – INTERIM DRAFT EA

A copy of the interim draft EA's cultural resources sections (including cumulative impacts sections) shall be provided as an informal submittal to the NRC TPM as indicated in Appendix A. The interim draft EA's shall provide all of the information described in Subtasks 2-A and 2-B as it is available at the time, including other information described under subtask 2 of this task order, or as identified to the NRC TPM as work in progress. The NRC TPM will review the interim draft EA's and provide the contractor with preliminary comments, if applicable. The contractor shall incorporate NRC TPM's comments from the interim draft EA's review into the preliminary draft EA's (Subtask 3-B).

The contractor shall immediately notify the NRC TPM with any potential "significant" impact findings which may preclude a finding of no significant impact.

### SUBTASK 3-B – PRELIMINARY DRAFT EA

The contractor shall submit a preliminary draft EA's cultural resources sections and for the NRC TPM to review and provide to other agencies during consultations. This preliminary draft EA's shall incorporate the information received under Subtask 2-B. This preliminary draft EA's shall follow the NRC TPM-approved outline under subtask 2 of this task order. Deviations from the outline shall be approved by the NRC TPM. The contractor shall immediately notify the NRC TPM with any potential "significant" impact findings which may preclude a finding of no significant impact.

Relevant information developed during the NRC SER process shall be summarized in the draft EA's and incorporated by reference.

This subtask shall be completed taking into consideration subtask 2 and shall be completed as indicated in Appendix A.

### SUBTASK 3-C - DRAFT EA'S

The contractor shall revise the preliminary draft EA's cultural resources sections and to incorporate comments from the NRC review to produce the draft cultural resources section of the EA's. The contractor shall submit the draft cultural resources section of the EA's to the NRC as indicated in Appendix A

### SUBTASK 4 - COMPLETION OF FINAL EA

#### SUBTASK 4-A - DRAFT RESPONSES TO STATE COMMENTS

The NRC shall provide the contractor with copies of all written comments on the Draft EA's cultural resources sections (including cumulative impacts). The contractor shall prepare responses to State comments on the Draft EA's and submit the responses to NRC as indicated in Appendix A. 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).

#### SUBTASK 4-B - PRELIMINARY FINAL EA'S

The contractor shall incorporate all important issues and comments brought forth during consultation and as identified by the state, the applicant, the contractor, and NRC staff. The NRC TPM shall provide any necessary documentation regarding Section 106 of the National Historic Preservation Act. The NRC TPM shall also provide any necessary discussion of impacts from accident scenarios.

The contractor shall submit a Preliminary Final EA's cultural resources sections to the NRC as indicated in Appendix A.

#### SUBTASK 4-C - FINAL EA

The contractor shall revise the preliminary final EA's cultural resources sections to incorporate comments from the NRC review to produce the final EA's. The contractor shall submit the final EA's to the NRC as indicated in Appendix A.

#### 4.9 TASK 3 - 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 EA's preparation with NRC's technical and decision-making activities. For the duration of the task order, the contractor shall participate in a weekly telephone call with the NRC's TPM to discuss the progress and spending to date. The contractor's Project Manager and NRC TPM shall participate in quarterly progress meetings either at NRC's headquarter offices in Rockville, MD, at the contractor's place of business, or by telephone call, 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 or NRC PO).

##### NRC Comments

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

##### 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 EA's cultural resources sections (including associated cumulative impacts) and maintain appropriate records. An inventory list or copies of such records shall be provided upon request by the NRC TPM. The cultural resources sections (including cumulative impacts) of the draft EA's and final EA's shall provide sufficient detail (as outlined in NUREG 1748 and/or other guidance supplied by the NRC) 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 contractor shall also follow any guidance

provided by the NRC. At a minimum, the NRC reserves the right to reject a deliverable that fails to follow guidance provided.

## 7.0 LEVEL OF EFFORT

The total level of effort for all tasks is 400hrs (not including optional task 3).

### 7.1 TASK 1: CROW BUTTE NORTH TREND EA - CULTURAL RESOURCES SECTIONS, INCLUDING CUMULATIVE IMPACTS ONLY

The estimated level of effort for Task 1 is approximately 200 hrs.

### 7.2 TASK 2: CROW BUTTE LICENSE RENEWAL EA - CULTURAL RESOURCES SECTIONS, INCLUDING CUMULATIVE IMPACTS ONLY

The estimated level of effort for Task 2 is approximately 200 hrs.

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

The estimated level of effort for Task 3 is approximately 100 hrs.

## 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. 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>
Site Visit/Information Gathering	Site Location	1	5	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:

- 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;
- 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";
- 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 begins on or about May 31, 2011 and will expire on December 31, 2011. The deliverables and schedule for work conducted under this task order are summarized in Appendix A.

#### **12.0 REPORTS**

Four 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) and in portable document format (i.e., \*.pdf). 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 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 computations, calculations, and all site locations and information 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 PO. 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 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 Task 1 is outlined below.

<b>SUBTASK</b>	<b>DELIVERABLE</b>	<b>SCHEDULE (business days)</b>
1-B	Site Visit Trip Report for CBNT	7 days after site visit
2-A	Description of Affected Environment cultural resources sections for CBNT	Concurrent with completion of Interim Draft EA's
2-B	Impacts of the Proposed Action and Alternatives for the cultural resources sections for CBNT	Concurrent with completion of Interim Draft EA's
3-A	Interim Draft EA for the cultural resources sections for CBNT	15 days after submittal of Subtask 1-B
3-B	Preliminary Draft EA for the cultural resources sections for CBNT	15 days after the receipt of Subtask 3-A
3-C	Draft EA for the cultural resources sections for CBNT	10 days after the receipt of Subtask 3-B
4-A	Draft Responses to State Comments for the cultural resources sections for CBNT	10 days after close of public comment period on Draft EA
4-B	Preliminary Final EA for the cultural resources sections for CBNT	15 days after close of public comment period on Draft EA
4-C	Final EA for the cultural resources sections for CBNT	10 days after NRC's comments on Subtask 4-B

The schedule of deliverables for Task 2 is outlined below.

<b>SUBTASK</b>	<b>DELIVERABLE</b>	<b>SCHEDULE (business days)</b>
1-B	Site Visit Trip Report for CBLR	7 days after site visit
2-A	Description of Affected Environment cultural resources sections for CBLR	Concurrent with completion of Interim Draft EA's
2-B	Impacts of the Proposed Action and Alternatives for the cultural resources sections for CBLR	Concurrent with completion of Interim Draft EA's
3-A	Interim Draft EA for the cultural resources sections for CBLR	15 days after submittal of Subtask 1-B
3-B	Preliminary Draft EA for the cultural resources sections for CBLR	15 days after the receipt of Subtask3-A
3-C	Draft EA for the cultural resources sections for CBLR	10 days after the receipt of Subtask 3-B
4-A	Draft Responses to State Comments for the cultural resources sections for CBLR	10 days after close of public comment period on Draft EA
4-B	Preliminary Final EA for the cultural resources sections for CBLR	15 days after close of public comment period on Draft EA
4-C	Final EA for the cultural resources sections for CBLR	10 days after NRC's comments on Subtask 4-B