

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. M001		3. EFFECTIVE DATE 12/11/12		4. REQUISITION/PURCHASE REQ. NO. FSM-13-037 & FSM-13-042 FAIMIS: 000009 & 000014		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SANFORD COHEN & ASSOCIATES 1608 SPRING HILL ROAD, SUITE 400 VIENNA, VA 22182-2241			(X)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-41-10-013 T005		
CODE D&B:071167910			FACILITY CODE	X	10B. DATED (SEE ITEM 13) 12-20-2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) B&R: 0-5515-355-288 JC: F1129 BOC: 252A APPN: 31X0200
Transfer \$150,000 from the basic contract.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES

X


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ¹_____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Current Task Order Ceiling Amount (exclusive of options): \$296,596 (changed)
Total Task Order Amount (inclusive of options): \$457,920 (changed)
Total Obligated Amount: \$230,000 (changed)
Period of Performance: 08/22/2012 - 02/21/2015 (unchanged)

NAICS: 541620 PSC: R499

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laurie Loomis, VP		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie Whipple Contracting Officer	
15B. CONTRACTOR/OFFEROR Laurie Loomis (Signature of person authorized to sign)	15C. DATE SIGNED 12/20/2012	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 12/20/12

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

SUNSI REVIEW COMPLETE

DEC 27 2012

ADMOC2

TEMPLATE - ADMOC

The purpose of this modification is (1) to revise the SOW to add Task 9 GIS and Technical Support for the Production of a Traditional Cultural Properties (TCP) Survey Report; (2) to increase the ceiling by \$32,053, (3) to add incremental funds in the amount of \$150,000, and (4) to replace Edna Knox-Davin with Jean Trefethen as the Contracting Officer's Representation (previously referred to as the Project Officer).

Accordingly, the following changes are made:

1. The Statement of Work is hereby deleted in its entirety and replaced with the revised SOW dated December 10, 2012.
2. Section A.1 CONSIDERATION AND OBLIGATION—COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (Jun 1991) is deleted in its entirety and replaced with the following:

A.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 **\$296,566**, of which the sum of _____ represents the estimated reimbursable costs, and of which _____ represents the fixed fee. This amount covers Task 1-6. The task order will increase with exercise of optional Tasks 7 and/or 8, as follows:

	Cost	Fee	CPFF
Optional Task 7	\$66,229		
Optional Task 8	\$83,173		

- (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 **\$230,000**, of which the sum of _____ represents the estimated reimbursable costs, and of which _____ represents the fixed fee.

3. Section A.14 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT—ALTERNATE 1 (OCT 1999), paragraph (a) is deleted in its entirety and replaced with the following:

- (a) Total expenditure for travel may not exceed _____ without the prior approval of the contracting officer. The amount is increased as follows, upon exercise of any of the optional tasks:

Optional Task 7: \$10,636
Optional Task 8: \$7,712

4. Jean Trefethen replaces Edna Knox-Davin as the COR. Her contact information is as follows:
Jean.trefethen@nrc.gov, 301-415-5137.

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF
ENVIRONMENTAL ASSESSMENT DOCUMENT

TASK TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF
ENVIRONMENTAL ASSESSMENT FOR THE MARSLAND IN-SITU
RECOVERY PROJECT LICENSE AMENDMENT APPLICATION

TASK ORDER NUMBER: 005
TASK AREA: 3 (Environmental Assessment Preparation or Review)
JOB CODE: F1256
ISSUING OFFICE: FSME
CONTRACTING OFFICER'S
REPRESENTATIVE: Jean Trefethen (301) 415-5137
FEE RECOVERABLE: YES
TAC NUMBER: J00862
DOCKET NUMBER: 408943

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from Crow Butte Resources, Inc. (CBR) in May 2012 for an amendment to Source Materials License SUA-1534, under the provisions of 10 CFR Part 40. If granted, the license amendment would allow CBR to conduct in-situ leach uranium recovery (ISR) activities at the Marsland project site, located in Dawes County, Nebraska. Activities involved in the proposed set up and operation of the Marsland project would include the construction of surface and subsurface infrastructure; 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.

In 2009, the NRC published NUREG-1910, "*Generic Environmental Impact Statement for In-Situ Leach Uranium Milling Facilities*" (GEIS). The purpose of the GEIS is to support an efficient and consistent approach for NRC's review of site-specific license applications, license renewal requests, and license amendment requests for ISR facilities. The NRC staff uses the GEIS as a starting point for its site-specific National Environmental Policy Act (NEPA) analyses, and it will be used to identify and evaluate potential environmental impacts associated with the construction, operation, aquifer restoration, and decommissioning of the proposed Marsland project. Where the potential environmental impact conclusions presented in the GEIS can be adopted for Marsland (i.e., whether such impacts are within the bounds established in the GEIS), the NRC's Environmental Assessment (EA) will provide justification for adopting the GEIS evaluation. For the impact conclusions presented in the GEIS that cannot be adopted, site-specific features and potential impacts will be evaluated in the Marsland EA.

2.0 OBJECTIVE

The objective of this task order is to obtain technical assistance with the acceptance review and development of a Draft EA, Final EA, 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 EA and a general understanding of the range of issues covered by NRC environmental reviews, as outlined in NRC's 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 specialized 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 the EA including, but not limited to, health physics, ecology, cultural resources, hydrology, geology, air quality, and socioeconomics. 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. Environmental Specialist/Scientist/Engineer
4. Radiation Health Physicist
5. Hydrologist/Hydrogeologist
6. Geologist
7. General Engineer/Chemical Engineer
8. Historic and Cultural Resources Specialist
9. Ecology and Interrelated Earth Sciences Specialist
10. Environmental Justice Specialist
11. Socioeconomics Specialist
12. Transportation Impact Assessment Specialist
13. Cumulative Impacts Assessment Specialist
14. Facilitation/Public Outreach Specialist
15. Nuclear Fuel Facility, Spent Fuel Facility, and/or Uranium Mining and Milling Specialist
16. Tribal, Local, State, and/or other Federal Agency Consultations and Coordination Specialist

4.0 SCOPE OF WORK AND DELIVERABLES

The Contractor shall support NRC in developing an EA that shall be written in accordance with 10 CFR Part 51 and using the guidance provided in NUREG-1748 and NUREG-1910. The EA will be used by the NRC to support decisions related to the issuance of an amendment to Source Materials License SUA-1534 to CBR, 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: ASSIST IN ACCEPTANCE REVIEW OF THE APPLICATION

Upon request from the NRC TPM, the contractor shall support the NRC in performing an acceptance review of the proposed Marsland ISR project license application to ensure the application provides adequate information, in accordance with NUREG 1748 to begin the environmental review process.

The NRC TPM shall provide a copy of potentially relevant documents as they are available.

The contractor shall keep the NRC TPM informed (either via electronic mail, phone, or personal meeting) on a weekly basis and describe the status of the review, and information analyzed under this task, including but not limited to: deficiencies found in applicant-submitted information (i.e., license application/ER).

The deliverable under this task will consist of a written evaluation documenting the acceptance review finding for the Marsland ISR project with regards to its conformance with the requirements of NUREG 1748.

The final written evaluation under this task shall be submitted to the NRC as indicated in Appendix A.

Task 1 shall begin immediately upon award of the task order.

4.2 TASK 2: COLLECT AND REVIEW INFORMATION

SUBTASK 2-A – COLLECT AND REVIEW INFORMATION

The contractor shall independently collect and review information related to the proposed site and its environs. The NRC TPM will also provide relevant information, including the current license amendment application, and the accompanying Environmental Report (ER) and 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 publicly available Agency-Wide 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, including but not limited to: deficiencies found in licensee-

submitted information (i.e., license amendment application/ER/TR); 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 development process 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 EA analysis, as well as summary and referencing in the EA document.

No formal deliverables are required under Subtask 1-A, but a listing of all documents (reports, maps, papers, etc.) will be maintained.

SUBTASK 2-B - SITE VISIT AND INFORMATION GATHERING MEETINGS

The contractor shall visit the site as required by the NRC TPM. The NRC TPM shall coordinate the site visit with the licensee (i.e., CBR/Marsland project) 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 to the Marsland project site, located in Dawes County, Nebraska.

Additionally, the contractor technical staff will participate in information gathering meetings with relevant federal, state, and local agencies, and public interest groups, as requested by the NRC TPM. These meetings will be arranged by the NRC and may be concurrent with 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 licensee (see Section 12.0 for format requirements). Additionally, the site trip report shall discuss any information that was learned, requested, or obtained from relevant federal, state, and local agencies, and public interest groups, as part of information gathering meetings. The site visit trip report shall be submitted to the NRC as indicated in Appendix A.

4.3 TASK 3: PLANNING AND DRAFTING THE EA

The scope of work under this task shall involve the planning and drafting of the EA to evaluate the impacts of the applicant's proposed action.

The contractor shall begin work on Task 3 concurrently with Task 2 of this overall task order.

The contractor shall follow the format of the GEIS to the extent practicable, and incorporate by reference portions of the GEIS when appropriate to prepare the EA. As well, the contractor shall also incorporate relevant information from other environmental reviews. Guidance for technical content can be found in NUREG-1748, Chapter 3.

The contractor shall develop a draft EA outline following the format for a complex EA in

Chapter 3 of NUREG-1748. The draft outline shall be submitted 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 EA discussion on areas of true concern. The draft outline shall be submitted to the NRC as indicated in Appendix A.

SUBTASK 3-A – SITE AND PROCESS DESCRIPTIONS

Concurrently with Subtask 5-A, the contractor shall provide draft descriptions of (1) the Marsland project site and (2) the ISR cycle consistent with the format in the GEIS (see Section 12.0 for document format requirements).

The NRC TPM will provide the contractor with a draft of the introductory material (Chapter 1) for the EA, describing: the proposed action, purpose and need, reasonable alternatives, and the licensing process for ISR facilities, drawing as appropriate from the GEIS discussion. The contractor is expected to prepare all other chapters of the EA.

SUBTASK 3-B - DESCRIPTION OF AFFECTED ENVIRONMENT

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 license amendment application/ ER/TR, by the NRC TPM, and/or by other agencies' comments, as appropriate.

This subtask shall be coordinated and completed concurrently with Subtask 5-A, reflecting the intention that the descriptions of the affected environment emphasize information supporting analysis and understanding of potential impacts.

SUBTASK 3-C - IMPACTS FROM THE PROPOSED ACTION AND ALTERNATIVES

The contractor shall provide a description of the potential impacts from the proposed action and alternatives. For the proposed action and each alternative, 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, and as appropriate, NUREG-1910. The contractor shall limit impact descriptions 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 each resource area should be informed by the significance of the impacts to that resource area.

The contractor shall assess impacts based on the description of the proposed action and alternatives, as well as descriptions of the affected environment. The contractor shall evaluate all aspects of the proposed project to determine if its effect on a resource area is bounded by the assumption stated in the GEIS. Based on the result of this analysis, the contractor should tier from the GEIS's impact conclusion for the respective resource area. Resource areas where the conclusions of the GEIS do not present enough in-depth, site-specific detail should receive the greatest amount of attention.

The contractor shall describe the licensee's proposed mitigation and monitoring strategies, as applicable, and describe any additional mitigation and monitoring that may be necessary to ameliorate the impacts, as appropriate. Where the licensee has

committed to certain mitigation strategies, such strategies should be considered part of the proposed action.

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 contractor shall incorporate other information and conclusions developed during the NRC SER process such as potential groundwater and public and occupational health impacts.

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 (ESA) of 1973 and Section 106 of the National Historic Preservation Act (NHPA) of 1966. The NRC TPM shall provide any necessary documentation regarding consultations under Section 7 ESA and Section 106 NHPA.

The description and assessment of environmental impacts, mitigation, and monitoring strategies under this subtask shall be coordinated and completed concurrently with Subtask 4-A. Format requirements are described in Section 12.0.

4.4 TASK 4 – PREPARE REQUESTS FOR ADDITIONAL INFORMATION (RAI)

SUBTASK 4-A - DRAFT RAIS

If the contractor determines that the information provided by the licensee (license amendment application/ER/TR) and the information collected during Task 2 – "Collect and Review Information" is not sufficient to allow the contractor to prepare the draft EA, the contractor shall prepare draft requests for additional information (RAIs), and shall provide these draft RAIs to the NRC TPM. Specifically, the contractor shall identify areas of the application that require further information before the draft EA can be completed.

The draft RAIs shall cover all areas needed to complete the draft EA under Subtask 3-C. For example, mitigation measures and environmental monitoring shall be considered when developing the draft RAIs.

The draft 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 information that must come from the licensee.

The NRC TPM will provide guidance to the contractor on drafting detailed RAIs. The draft RAIs shall follow the guidance provided by the NRC TPM; deviations from the guidance should be approved by NRC TPM prior to submission. The contractor shall submit the draft RAIs to the NRC as indicated in Appendix A.

SUBTASK 4-B – FINAL RAIS

The contractor shall revise the draft RAIs to incorporate comments from the NRC review to produce the final RAIs. The contractor shall submit the final RAIs to the NRC as indicated in Appendix A.

After approval of the final RAIs, the NRC TPM will forward the RAIs to the licensee. Following the licensee's response to the RAIs, the NRC TPM (with input from the contractor) will determine if there is still insufficient information available to prepare the draft EA.

4.5 TASK 5 – PREPARE DRAFT EA

SUBTASK 5-A – PRELIMINARY DRAFT EA

A copy of the preliminary draft EA shall be provided as an informal submittal to the NRC TPM as indicated in Appendix A. The preliminary draft EA shall provide all of the information described in Subtasks 3-A, 3-B, and 3-C as it is available at the time, noting RAIs or other information described under Task 2 of this task order, or as identified to the NRC TPM as work in progress. The NRC TPM will review the preliminary draft EA and provide the contractor with preliminary comments, if applicable. The contractor shall incorporate NRC TPM's comments from the preliminary draft EA review into the interim draft EA (Subtask 5-B).

SUBTASK 5-B –INTERIM DRAFT EA

The contractor shall submit an interim draft EA for the NRC TPM to review and provide to other agencies during consultations. This interim draft EA shall incorporate the information received under Subtask 5-B. This interim draft EA shall follow the NRC TPM-approved outline under Task 3 of this task order. Deviations from the outline must be approved by the NRC TPM.

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

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

SUBTASK 5-C - DRAFT EA

The contractor shall revise the interim draft EA to incorporate comments from the NRC review to produce the draft EA. The contractor shall submit the draft EA to the NRC as indicated in Appendix A.

SUBTASK 5-D – SUPPORT NHPA SECTION 106 REVIEW

The contractor's Project Manager along with 1-2 key contractor staff members (i.e. Section 106 and Cultural Resources specialists) shall support the NRC TPM in planning, coordinating, and conducting activities relating to the Section 106 review, as needed for the duration of Task 5. These activities may include conducting research, sharing expertise, and providing guidance to the NRC TPM; participating in and helping to coordinate local meetings, teleconferences, and/or webinars with Tribal representatives and other stakeholders; participating in discussions with NRC and BLM as well as ACHP

and CBR consultants to resolve conflicts and to help move the Section 106 process along; and supporting documentation of the Section 106 activities. There are no formal deliverables associated with this subtask.

4.6 TASK 6 - COMPLETE FINAL EA

SUBTASK 6-A - RESPONDING TO COMMENTS ON THE DRAFT EA

The NRC shall provide the contractor with copies of all written comments on the Draft EA. The contractor shall prepare responses to comments on the Draft EA 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 6-B - PRELIMINARY FINAL EA

The contractor shall incorporate all important issues and comments brought forth during consultation, as identified during the comment period, or by the licensee, the contractor, and NRC staff. The NRC TPM shall provide any necessary documentation regarding consultations under ESA Section 7 and NHPA Section 106. The NRC TPM shall also provide any necessary discussion of impacts from accident scenarios.

The contractor shall submit a Preliminary Final EA to the NRC. The contractor shall also include the draft comment response report as an appendix to the EA. The Preliminary Final EA shall be submitted as indicated in Appendix A.

SUBTASK 6-C - FINAL EA

The contractor shall prepare the final EA. The final EA shall address NRC comments on the preliminary final EA. The final EA shall also include the final comment response report as an appendix to the EA. The contractor shall submit the final EA to the NRC as indicated in Appendix A.

OPTIONAL REQUIREMENTS

Should the Government require the contractor's services for Tasks 7 and 8 the contractor will be provided preliminary written notice of the need for each optional requirement at least 30 days before this work is required. The preliminary notice(s) does not commit the Government to an extension. This work will be implemented by formal modification to this task order.

4.7 OPTIONAL SUBTASK 7-A- ETHNOGRAPHIC STUDY SUPPORT:

The contractor's Project Manager along with 1-2 key contractor staff members (i.e. Section 106 and Cultural Resources experts) shall support the NRC TPM in planning, coordinating, and conducting activities relating to the Section 106 review Ethnographic Study, as needed for the duration of the Task Order. These activities may include conducting research, sharing expertise, and providing guidance to the NRC TPM;

participating in and helping to coordinate local meetings, teleconferences, and/or webinars with Tribal representatives and other stakeholders; participating in discussions with NRC experts as well as ACHP and CBR consultants to resolve conflicts and to support documentation of the Section 106 activities as well as conducting an ethnographic study.

SUBTASK 7.A – Develop Ethnographic Context-Part 1

The contractor shall perform online searches (or calls) of various repositories (e.g., SHPO online searchable database), identify available information, and conduct one focused information gathering trip. The contractor shall retain documentation of the repositories consulted and sources examined. Subtask 7.A shall be completed as indicated in Appendix A.

SUBTASK 7.B – Develop Ethnographic Context-Part 2

The contractor shall interview Tribes to gather information to include in the ethnographic context. The contractor shall retain documentation of communication efforts with Tribes. If Tribes are unwilling to provide information, the contractor shall document communication efforts and complete this subtask. This subtask shall be conducted concurrently with Subtask 7.C, where possible. Subtask 7.B shall be completed as indicated in Appendix A.

SUBTASK 7.C – Gather Tribal Input for TCP Survey Scope of Work (SOW)

The contractor shall gather input from Tribes regarding their proposed parameters for the TCP Survey (e.g. time frame, number of participants per tribe, and confidentiality concerns). The contractor shall retain documentation of communication efforts with Tribes. If Tribes are unwilling to provide information, the contractor shall document communication efforts and complete this subtask. Some of the information to be acquired during this subtask may be gathered during a consultation meeting between NRC and the Tribes to discuss the TCP Survey SOW. Subtask 7.C shall be completed as indicated in Appendix A and shall be conducted concurrently with Subtask 7.B, where possible.

SUBTASK 7.D – Marsland Project Draft Ethnographic Study

The contractor shall document the results of the investigations conducted under Subtask 7. A and Subtask 7.B, as well as, to the extent possible or relevant, Subtask 7.C. If feasible, the context document shall contain predictive information, identifying potential focus areas for the TCP Survey. The context document shall be for use by NRC and shall not be provided to other parties unless authorized by NRC. The context document shall be titled "Marsland Project Draft Ethnographic Study" and shall be completed as indicated in Appendix A.

SUBTASK 7.E – TCP Survey Report

The TCP Survey results (sites identified during the survey and eligibility information provided during the survey) shall be submitted as a report to the NRC as indicated in Appendix A and shall be accompanied by, if necessary, a final context document, titled "Marsland Project Final Ethnographic Study." The final context document shall address any additional ethnographic information collected following submission of the draft as well as any comments provided on the draft.

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 subject matter experts to prepare written testimony and present oral testimony, as needed, or deemed advisable, and as requested. The contractor shall provide hearing support to the NRC as indicated in Appendix A.

4.9 Task 9: GIS and Technical Support for the production of a Traditional Cultural Properties (TCP) Survey Report

The contractor shall assist the NRC Staff with the completion of a report being developed by Tribal representatives based on a Tribal TCP field survey conducted from 11/14/2012 through 12/2/2012. Specifically, the contractor will generate detailed GIS maps with the location of sites identified by the Tribes as potentially sensitive to them. These maps will also include several different layers of data in addition to the field data collected by the Tribes. These layers include location of uranium ore, topographical maps, proposed project site boundary, proposed disturbed area boundaries, and potentially others. PDFs and hard copies of all maps with the different layers will be completed by the contractor. The contractor will also assist in providing technical assistance as needed to generate the TCP field survey report. The contractor will send two representatives, one technical expert and one GIS expert to a weeklong meeting with the Tribes and NRC Staff to assist with the generation of the report. The contractor will also provide the maps generated to both the Tribal representatives as well as to the NRC Staff. This Subtask is working with sensitive information and all data collected and maps generated will only go to Tribal representatives and NRC Staff.

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 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 and maintain appropriate records. An inventory list or copies of such records shall be provided upon request by the NRC TPM. The draft EA and final EA 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. The EA shall use incorporation by reference and adoption of impact conclusions as applicable from the GEIS as identified in Task 3. 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, such as, RAI development guidance. 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 Tasks 1 through 6 is 2030 hrs.
The total level of effort for Task 9 is 180 hours.

The total level of effort for Optional Task 7 is 530 hrs.
The total level of effort for Optional Task 8 is 600 hrs.

7.1 TASK 1 ACCEPTANCE REVIEW

The estimated level of effort for Task 1 is approximately 165 hrs.

7.2 TASK 2: COLLECT AND REVIEW INFORMATION

The estimated level of effort for Task 2 is approximately 300 hrs. See Section 8.0 – MEETINGS AND TRAVEL.

7.3 TASK 3: PLANNING AND DRAFTING THE EA

The estimated level of effort for Task 3 is approximately 300 hrs.

7.4 TASK 4: PREPARE REQUESTS FOR ADDITIONAL INFORMATION (RAIS)

The estimated level of effort for Task 4 is approximately 150 hrs.

7.5 TASK 5: DRAFT EA AND NHPA SECTION 106 REVIEW

The estimated level of effort for Task 5 is approximately 755 hrs.

SUBTASKS 5-A, 5-B, AND 5-C – PRELIMINARY EA, INTERIM DRAFT EA, AND DRAFT EA

The estimated level of effort for these subtasks is approximately 630 hrs.

SUBTASK 5-D – NHPA SECTION 106 REVIEW

The estimated level of effort for this subtask is approximately 125 hrs.

7.6 TASK 6: COMPLETE FINAL EA

The estimated level of effort for Task 6 is approximately 360 hrs.

SUBTASK 6-A – RESPONDING TO COMMENTS ON THE DRAFT EA

The estimated level of effort for this subtask is approximately 60 hrs.

SUBTASKS 6-B and 6-C – PRELIMINARY FINAL EA and FINAL EA

The estimated level of effort for these subtasks is approximately 300 hrs.

7.7 OPTIONAL TASK 7 - ETHNOGRAPHIC SURVEY SUPPORT

The estimated level of effort for this task is approximately 530 hrs.

OPTIONAL SUBTASK 7.A –Develop Ethnographic Context – Part 1

The estimated level of effort for this subtask is approximately 105 hrs.

OPTIONAL SUBTASK 7.B – Develop Ethnographic Context – Part 2

The estimated level of effort for this subtask is approximately 80 hrs.

OPTIONAL SUBTASK 7.C – Gather Tribal Input for TCP Survey SOW

The estimated level of effort for this subtask is approximately 40 hrs.

OPTIONAL SUBTASK 7.D – Marsland Project Draft Ethnographic Study

The estimated level of effort for this subtask is approximately 210 hrs.

OPTIONAL SUBTASK 7.E – TCP Survey Report

The estimated level of effort for this subtask is approximately 95 hrs.

7.8 OPTIONAL TASK 8 - SUPPORT FOR LICENSING PROCEEDING AND LITIGATION

The estimated level of effort for Task 8 is approximately 600 hrs.

TASK 9 - GIS and Technical Support for the production of a Traditional Cultural Properties (TCP) Survey Report

The estimated level of effort for Task 9 is approximately 180 hrs.

8.0 MEETINGS AND TRAVEL

The contractor shall participate in the site visit referenced under Subtask 2-B and meet with the licensee 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. The contractor's Project Manager shall participate in a weekly phone call with the NRC TPM that will last an hour on average. Additionally, the contractor's Project Manager along with 1-2 key contractor staff members will potentially participate in periodic (bi-weekly or monthly) meetings via telephone to discuss technical issues related to the EA and application. It is also expected that the contractor's Project Manager and Historic and Cultural Resources Specialist will participate in periodic meetings via telephone to support the Section 106 process. 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
RAI Discussion	Rockville, MD	1	3	1
Site Visit/Information Gathering	Site Location	1	5	2
Ethnographic Information Gathering (Optional)	Site Location	1	3	1
Section 106 Meetings	Site Location	1-2	2 - 5	2
Tribal Meeting	Chadron, Nebraska	1	5	2
Hearing (Optional)	Hearing Location	1-2	2-5	1-2

9.0 NRC FURNISHED MATERIAL

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

- CBR License Amendment Application, which includes the ER and TR, and any accompanying Appendices;
- Copies of the Class III Cultural Resource Inventory from the Marsland project site (non-publicly available);
- Copies of related documents from NRC's docket file;
- Guidance on how to develop detailed RAIs;
- 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, "Generic Environmental Impact Statement for *In-Situ* Leach 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 begins on or about July 1, 2012 and shall expire on December 31, 2014 for all tasks described above. 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 2007) 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 Jean Trefethen is the designated NRC TPM. The NRC PO is the focal point for all task order-related activities.

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 ensure 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 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 Tasks 1, 2, 3, 4, 5, 6 and Optional Task 7 and 8 are outlined below.

TASK	DELIVERABLE	SCHEDULE (business days)
1	Acceptance Report	35 days after contract award
2-B	Site Visit Trip Report	7 days after site visit
3	Draft EA Outline	10 days after task order issuance
3-A	Site and Process Descriptions	Concurrent with completion of Subtask 4-A
3-B	Description of Affected Environment	Concurrent with completion of Subtask 4-A
3-C	Impacts of the Proposed Action and Alternatives	Concurrent with completion of Subtask 4-A
4-A	Draft RAIs	20 days after completion of the site visit
4-B	Final RAIs	10 days after receipt of the NRC's comments on Subtask 4-A
5-A	Preliminary Draft EA	20 days after completion of Subtask 4-B
5-B	Interim Draft EA	40 days after the receipt of the licensee's RAI responses from the NRC TPM
5-C	Draft EA	15 days after the receipt of NRC comments on Subtask 5-B
5-D	NHPA Section 106 Review	Concurrent with Task 4
6-A	Draft Responses to Federal/State/ Comments: <ul style="list-style-type: none"> Draft Comment Response Report Final Comment Response Report 	<ul style="list-style-type: none"> Concurrent with completion of Subtask 6-B Concurrent with completion of Subtask 6-C
6-B	Preliminary Final EA	30 days after close of comment period on Draft EA
6-C	Final EA	10 days after receipt of NRC's

		comments on Subtask 5-B
7	<p>Optional Section 106 Support Activities</p> <ul style="list-style-type: none"> • 7.A Develop Ethnographic Context – Part 1 • 7.B Develop Ethnographic Context – Part 2 • 7.C Gather Tribal Input for TCP Survey SOW • 7.D Marsland Project Draft Ethnographic Study • 7.E TCP Survey Report 	<ul style="list-style-type: none"> • 15 days following the exercise of Optional Task 7 • 15 days after completion of Subtask 7.1 • Prior to TCP Survey • 40 days after completion of Subtask 7.3 • 20 days after completion of TCP Survey
8	Optional hearing	As determined by the schedule of the Atomic Safety Licensing Board Panel