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# TASK ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

# A.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)

(a) The title of this project is: Technical Assistance for the development of Environmental Assessment Document.

(b) Summary work description: The objective of this task order is to obtain technical assistance with the acceptance review of an environmental report and the development of a Draft SEIS, Final SEIS, and all documents necessary to complete the environmental review.

# A.2 CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE (AUG 2011) ALTERNATE I (AUG 2011)

(a) The total estimated cost to the Government for full performance of this contract is \$1,112,986, of which the sum of represents the estimated reimbursable costs, and of which \$ represents the fixed-fee. This S amount will increase as follows should the optional task be exercised.

Optional Subtask 2-C FY13:       \$       \$       \$14,632         Optional Subtask 3-D FY13:       \$       \$       \$27,673         Optional Subtask 4-C FY13:       \$       \$       \$28,839         Optional Subtask 5-B FY13:       \$       \$       \$28,839         Optional Subtask 5-B FY13:       \$       \$       \$28,839         Optional Subtask 5-B FY14:       \$       \$       \$59,451         Optional Subtask 5-C FY14:       \$       \$56,475
Optional Subtask 3-D FY13:         \$         \$         \$27,673           Optional Subtask 4-C FY13:         \$         \$         \$28,839           Optional Subtask 5-B FY13:         \$         \$         \$28,839           Optional Subtask 5-B FY13:         \$         \$         \$8,782           Optional Subtask 5-B FY14:         \$         \$         \$59,451
Optional Subtask 4-C FY13:         \$         \$         \$28,839           Optional Subtask 5-B FY13:         \$         \$         \$8,782           Optional Subtask 5-B FY14:         \$         \$         \$59,451
Optional Subtask 5-B FY13:         \$         \$         \$ 8,782           Optional Subtask 5-B FY14:         \$         \$         \$59,451
Optional Subtask 5-B FY14: \$ \$ \$ \$ \$ \$59,451
Optional Subtask 5-C FY14: \$ \$ \$56,475
Optional Subtask 5-D FY14: \$ \$ \$ \$ \$59,397
Optional Subtask 5-E FY14: \$ \$ \$ \$25,158
Optional Subtask 6-D FY13: \$ \$ \$ \$12,241
Optional Subtask 6-E FY14: \$ \$ \$ \$ 7,129
Optional Subtask 7-C FY14: \$ \$ \$ \$ \$ \$41,217
Optional Subtask 8 FY15: \$ \$ \$ \$ \$158,239
TOTAL: \$499,233

(b) There shall be no adjustment in the amount of the Contractor's fixed fee.

(c) The amount currently obligated by the Government with respect to this contract is \$55,000.00, of which the sum of represents the estimated reimbursable costs, and of which \$ represents the fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(e) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is \$ This amount will increase should the optional tasks be exercised, as follows:

Optional Subtask 2-C FY13: \$ Optional Subtask 3-D FY13: \$



Optional Subtask 4-C FY13: Optional Subtask 5-B FY13: Optional Subtask 5-B FY14: Optional Subtask 5-C FY14: Optional Subtask 5-D FY14: \$ Optional Subtask 5-E FY14: \$ Optional Subtask 6-D FY13: \$ Optional Subtask 6-E FY14: \$ Optional Subtask 7-C FY14: \$ **Optional Subtask 8 FY15:** 

TOTAL:

# A.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.

# A.4 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A

## A.5 BRANDING (AUG 2012)

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

## A.6 PLACE OF DELIVERY--REPORTS (AUG 2011)

The items to be furnished electronically to:

<u>Jill.Caverly@nrc.gov</u> Valerie.Whipple@nrc.gov

## A.7 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on May 21, 2013 and will expire on March 31, 2015.

## A.8 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Dr. Robert Lenhard	Project Manager
Ms. Marla Morales	Principal Investigator

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the con-currence 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.

# A.9 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (NOVEMBER 2006)

(a) The contracting officer's representative authorized for this contract is:

Name: Jill Caverly, 301-415-6699 Mail Stop: TWFN / 8D7 U.S. Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

# A.10 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed \$8,331 without the prior approval of the contracting officer. As options are exercised, this amount will increase as follows:

FY 14: \$14,387 FY 15: \$8,780

(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.

# A.11 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments\_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior National Business Center Attn: Fiscal Services Branch - D2770 7301 West Mansfield Avenue Denver, CO 80235-2230

# A.12 LICENSE FEE RECOVERY COSTS (AUG 2011)

Included as an attachment are Billing Instructions for license fee recovery costs. A fee recovery report must be submitted by the contractor in conjunction with its monthly invoice.

# A.13 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

# A.14 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone

depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. http://www.fedcenter.gov/programs/eo13514/

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

## A.15 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

#### STATEMENT OF WORK

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

TASK TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF A SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT FOR THE RENO CREEK IN-SITU RECOVERY

TASK ORDER NUMBER:	30
TASK AREA:	2 (Supplement to the Generic Environmental Impact
	Statement for In-Situ leach Uranium Milling Facilities
	(NUREG – 1910) {SEIS})
JOB CODE:	F1256
B&R NUMBER:	2013-55-35-4-195
ISSUING OFFICE:	FSME
FEE RECOVERABLE:	YES
TAC NUMBER:	J00865
DOCKET NUMBER:	40-09092
CONTRACTING OFFICER'S	
REPRESENTATIVE:	Jill Caverly (301) 415-7694

#### 1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from AUC LLC on October 3, 2012 for a new Source Materials License, under the provisions of 10 CFR Part 40. The new license would allow AUC LLC to conduct in-situ leach (ISL) activities for uranium extraction at Reno Creek ISR Project located in the Powder River Basin near Wright, Wyoming. Activities involved in the proposed set up and operation of the Ross 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 ISL 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, license renewal requests, and amendment requests for ISL facilities. The NRC staff used the GEIS as a starting point for its initial three site-specific National Environmental Policy Act (NEPA) analyses uranium in-situ recovery (ISR) facilities, and it will be used to identify and evaluate potential environmental impacts associated with the construction, operation, aquifer restoration, and decommissioning of the Reno Creek facility. Where the potential environmental impact conclusions presented in the GEIS can be adopted for Reno Creek (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 the impact conclusions presented in the GEIS that cannot be adopted, site-specific features and potential impacts will be evaluated in a Reno Creek site-specific SEIS.

## 2.0 OBJECTIVE

The objective of this task order is to obtain technical assistance with the acceptance review of an environmental report and 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 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 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 SEIS including, but not limited to, health physics, ecology, cultural resources, hydrology, geology, 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 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. General Engineer/Chemical Engineer
- 9. Historic and Cultural Resources Specialist
- 10. Ecology and interrelated earth sciences Specialist
- 11. Environmental Justice Specialist
- 12. Socioeconomics Specialist
- 13. Transportation impact assessment Specialist
- 14. Cumulative impacts assessment Specialist
- 15. Facilitation/Public Outreach Specialist
- 16. Nuclear Fuel Facility, Spent Fuel Facility, and/or Uranium Mining and Milling Specialist
- 17. Tribal, Local, State, and/or other Federal Agency Consultations and Coordination Specialist

#### Attachment 1

## 4.0 SCOPE OF WORK AND DELIVERABLES

The Contractor shall support NRC in developing a SEIS that the NRC is producing as the lead federal agency. The SEIS shall be written in accordance with 10 CFR Part 51 and using the guidance provided in NUREG-1748 and NUREG-1910. The SEIS will be used by the NRC to support decisions related to the issuance of a new Source Materials License to AUC LLC, 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 Technical Project Manager (COR), the contractor shall support the NRC in performing an acceptance review of the proposed Reno Creek ISR project license application to ensure the application provides adequate information, in accordance with NUREG 1748, to begin the environmental review process.

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

The contractor shall keep the NRC COR 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/ Environmental Report (ER)).

The deliverable under this task will consist of a written evaluation documenting the acceptance review finding for the Reno Creek 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.

#### TASKS 2 THROUGH 6

#### 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 COR will also provide relevant information, including the current license application, ER, and the Safety Analysis Report (SAR)/Technical Report (TR).

The NRC COR shall provide a copy of potentially relevant documents as they are available. In addition to the information provided by the NRC COR, 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 COR 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 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 its SEIS development process any coordination necessary to cover laws and regulations other than NEPA. As identified by the COR, 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 SEIS analysis, as well as summary and referencing in the SEIS document.

No formal deliverables are required under Subtask 2-A, but a listing of all document (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 COR. The NRC COR 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 COR which contractor technical staff will participate in the site visit at Reno Creek, located in the Powder River Basin near Wright, Wyoming.

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 submitted to the NRC as indicated in Appendix A.

#### 4.3 TASK 3: PREPARE SEIS

The scope of work under this task shall involve the planning and drafting of the SEIS 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 SEIS. 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 outline following the format of the GEIS for the NRC COR's approval. Any deviations from the once-approved outline shall be approved by the NRC COR. The contractor's goal shall be to focus the SEIS discussion on areas of true concern. The draft outline shall be submitted to the NRC prior to the site visit.

Concurrently with Subtask 5-A, the contractor shall provide a 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 COR's

input and the applicant's ER and shall include the "No Action" alternative as required by NRC regulations

The NRC COR will provide the contractor with a draft of the introductory chapter (Chapter 1) describing the proposed action, 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 3-A - 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 applicant's ER, by the NRC COR, 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 impacts.

#### SUBTASK 3-B - IMPACTS FROM THE PROPOSED ACTION AND ALTERNATIVES

The contractor shall provide a description of the potential 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. 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 applicant'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.

The contractor shall coordinate development of impacts from accident scenarios with the NRC COR. 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 SEIS. 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 COR 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 COR 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 5-A. Format requirements are described in Section 12.0.

#### 4.4 TASK 4 - INFORMATION REQUEST

#### SUBTASK 4-A - DRAFT RAIS

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

The draft RAIs shall cover all areas needed to complete the draft SEIS under Subtask 5-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 COR 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 COR 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 applicant.

The NRC COR will provide guidance to the contractor on drafting detailed RAIs. The draft RAIs shall follow the guidance provided by the NRC COR; deviations from the guidance should be approved by NRC COR 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 RAI, the NRC COR will forward the RAIs to the applicant. Following the applicant's response to the RAI, the NRC COR (with input from the contractor) will determine if there is still insufficient information available to prepare the draft SEIS.

#### 4.5 TASK 5 - DRAFT SEIS AND SECTION 106 REVIEW

## SUBTASK 5-A - PRELIMINARY DRAFT SEIS

A copy of the preliminary draft SEIS shall be provided as an informal submittal to the NRC COR as indicated in Appendix A. The preliminary draft SEIS shall provide all of the information described in Subtasks 3-A and 3-B 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 COR as work in progress. The NRC COR will review the preliminary draft SEIS and provide the contractor with preliminary comments, if applicable. The contractor shall incorporate NRC COR's comments from the preliminary draft SEIS review into the interim draft SEIS (Subtask 5-B).

## SUBTASK 5-B -INTERIM DRAFT SEIS

The contractor shall submit an interim draft SEIS for the NRC COR to review and provide to other agencies during consultations. This interim draft SEIS shall incorporate the information received under Subtask 4-B. This interim draft SEIS shall follow the NRC COR-approved outline under Task 3 of this task order. Deviations from the outline must be approved by the NRC COR.

Relevant information developed during the NRC SER process shall be summarized in the draft SEIS 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 SEIS

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

## SUBTASK 5-D - SECTION 106 REVIEW

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 COR in planning, coordinating, and conducting activities relating to the Section 106 review, as needed for the duration of Task 3 and 4. These activities may include

- conducting research, sharing expertise, and providing guidance to the NRC COR;
- 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 AUC's consultants to resolve conflicts and to help move the Section 106 process along; and
- Supporting documentation of the Section 106 activities as well as conducting an ethnographic study (if one is needed). Besides providing documentation of coordination efforts, there are no formal deliverables associated with this subtask (unless an ethnographic study is requested). More specifically, the contractor shall:

## Attachment 1

Develop and populate database with Tribal leaders, meeting details, and other supporting information for the Administrative Record for the Reno Creek Site *in situ* uranium-recovery (ISR) project.

Participate in discussions with NRC, BLM, ACHP, and AUC to facilitate the Section 106 consultation process.

Interact with all Tribes involved, as established by the NRC, and ensure a steady and robust flow of information and of mutual, sound communication.

Prepare for, attend, and follow-up for up to 3 in-person, multi-Tribe meetings in location to be determined including:

- Prepare notification
- Contact Tribes (including confirmation and response to questions)
- Coordinate approval for meeting materials
  - Provide logistics for meeting (select meeting location)
  - o Support NRC COR in all activities for the meeting
  - o Facilitate the meeting
  - o Prepare notes for the meeting, and
  - o Follow-up with any action items. And,
- Prepare for, attend and follow-up for a teleconference (at least 2 calls), including:
  - o Prepare notification
  - o Contact Tribes, including confirmation and response to questions
- Coordinate approval for meeting materials
  - o Support NRC COR in all activities for the meeting
  - o Facilitate the meeting
  - o Prepare notes for the meeting, and
  - o Follow-up with any action items.

Provide TCP survey assistant to tribes if requested. More specifically,

- o Provide Tribes with record keeping (if requested),
- Work with Tribes with TCP identification and documentation efforts (this might required for the contractor to be out in the filed with Tribes for the duration of the study
- o Assist Tribes in developing the TCP study summary report
- Provide overall Project management task such that track project progress and deadline and communicate issues to the NRC as well as Applicant.

If needed, conduct an ethnographic study, the scope of the study could be,

- Assembly and review of existing cultural resource records and other primary and secondary sources. Such as
  - General environmental data sources (e.g., plant, animal, water, mineral) that may provide information regarding traditional cultural uses of the

landscape;

- Existing historic, ethnohistoric, and ethnographic studies for the landscape available from regional studies and academic libraries;
- Tribal historical resources, local libraries, historical societies, and other repositories; and
- o Archaeological site reports and records for the landscape and its environs.
- Tribal representatives(THPO) as well as Tribal elder interviews (interview questions should also be part of the record keeping) and
- Any other resources that would contain useful historical context regarding historical properties that might have cultural and religious significance to interested Tribes near the proposed project.

## 4.3 TASK 6 - COMPLETION OF FINAL SEIS

# SUBTASK 6-A - DRAFT RESPONSES TO FEDERAL, STATE, AND PUBLIC COMMENTS

Compilation of Comments (Comment Binning)

The contractor shall compile Federal, State, and Local agencies, and Public comments (estimated at ~600) according to the guidelines provided by the NRC COR. The NRC COR will review and approve the binning of the comments prior to the contractor developing the comment responses. The Contractor may have to revise the binning of the comments based on NRC's feedback. Some comments may be submitted to the NRC prior to the end of the public comment period. Therefore, the contractor shall begin this subtask upon receipt of the first set of comments, which will be forwarded to the contractor by the NRC COR. The contractor shall submit the binned comments to the NRC as indicated in Appendix A.

#### Draft Comment Response Report

The contractor shall provide responses to the Federal, state, and local agencies, and/or public comments on the Draft SEIS within 40 business days after the NRC COR's approval of the binned comments. One comment response should be developed for each bin of comments. This subtask schedule may be extended for a larger number of comments received than currently estimated [e.g., 1 business day extension for every ten (unique) comments over 600 with a maximum 30 day extension] and/or for complex public comments requiring extensive revision to the Draft SEIS. The contractor shall work with the NRC COR to determine whether comments are unique or complex.

**Final Comment Response Report** 

Incorporating NRC's comments, the contractor shall revise the draft comment response report to produce the final comment response report. The contractor shall submit the final comment response report to the NRC as indicated in Appendix A.

#### SUBTASK 6-B - PRELIMINARY FINAL SEIS

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

The contractor shall submit a Preliminary Final SEIS to the NRC as indicated in Appendix A.

#### SUBTASK 6-C - FINAL SEIS

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

## **OPTIONAL TASK 7**

#### 4.4 OPTIONAL TASK 7 - 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 subject matter 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 COR to help coordinate and integrate SEIS 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 COR to discuss the progress and spending to date. The contractor's Project Manager and NRC COR 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 COR.

#### For All Communications

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

#### NRC Comments

The contractor shall resolve NRC comments through the NRC COR 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 SEIS and maintain appropriate records. An inventory list or copies of such records shall be provided upon request by the NRC COR. The draft SEIS and final SEIS 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 SEIS 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 ontractor 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 MEETINGS AND TRAVEL

The contractor shall participate in the site visit referenced under Subtask 2-B and meet with the applicant and local, state, and federal agencies in order to collect relevant information. Upon request by the NRC COR, the contractor's Project Manager shall meet with the NRC COR at the NRC offices in Rockville, MD for a Planning Meeting and to discuss any RAIs. The NRC COR 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 COR. The contractor's Project Manager shall participate in a weekly phone call with the NRC COR 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 SEIS 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.

Topic	Location	<u>Trips</u>	<u>Days</u>	Contractor Staff
Planning Meeting	Rockville, MD	1	3	1
RAI Discussion	Rockville, MD	1	3	1
Site Visit/Information	Site Location	1	5	2
Gathering				
Ethnographic Information	Site Location	1	3	1
Gathering				
Section 106 Meetings	Site Location	3	2 – 5	2
Public Comments	Rockville, MD	1	3	2
Meeting				

## 8.0 NRC FURNISHED MATERIAL

The NRC COR 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;
- Guidance on how to develop detailed RAIs
- Copies of The Class III Cultural Resource Inventory from the 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, "Generic Environmental Impact Statement for Uranium Milling Facilities"; and
- Information gained via consultations with other agencies, as it may be made available.

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

## 9.0 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired.

## 10.0 PERIOD OF PERFORMANCE

The period of performance begins on May 21, 2013 and shall expire on March 31, 2015 for all tasks described above. The deliverables and schedule for work conducted under this task order are summarized in Appendix A.

## 11.0 REPORTS

Four hard copies of the draft and final versions of all reports covering each task shall be forwarded to the NRC COR, 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.

## 12.0 TECHNICAL/PROJECT DIRECTION

Jill Caverly is the designated NRC COR and focal point for all task order-related activities.

Technical direction may be provided by the NRC COR 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.

## **13.0 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 COR. 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 COR.

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.

## Attachment 1

## APPENDIX A SCHEDULE AND DELIVERABLES

The schedule of deliverables for Tasks 1, 2, 3, 4, 5, and 6 are outlined below.

TASK	DELIVERABLE	SCHEDULE (business days)		
1-A	Acceptance review findings	40 days after the issuance of the task order		
2-B	Site Visit Trip Report	7 days after site visit		
3-A	Description of Affected Environment	Concurrent with completion of Subtask 5-A		
3-B	Impacts of the Proposed Action and Alternatives	Concurrent with completion of Subtask 5-A		
4-A	Draft RAIs	20 days after completion of the site visit		
4-B	Final RAIs	5 days after receipt of the NRC's comments on Subtask 4-A		
5-A	Preliminary Draft SEIS	20 days after completion of Subtas 4-B		
5-B	Interim Draft SEIS	45 days after the receipt of the applicant's RAI responses from the NRC COR		
5-C	Draft SEIS	15 days after the receipt of NRC comments on Subtask 5-B		
5-D	<ul> <li>Section 106 Review</li> <li>Develop Ethnographic Context-Part 1</li> <li>Develop Ethnographic Context-Part 2</li> <li>Gather Tribal Input for TCP Survey SOW</li> <li>Reno CreekProject Draft Ethnographic Study</li> </ul>	<ul> <li>15 days after completion of Subtask 5-D.2-A</li> <li>Prior to TCP Survey</li> <li>40 days after completion of Subtask 5-C.2-B</li> </ul>		
	TCP Survey Report	20 days after completion of TCP     Survey		

6-A	<ul> <li>Draft Responses to Federal/State/Public Comments:</li> <li>Bin Comments</li> <li>Draft Comment Response Report</li> </ul>	<ul> <li>10 days after receipt of the final set of Federal/State/Public Comments from the NRC COR</li> <li>Concurrent with completion of Concurrent with completion of Concurrent Parameters</li> </ul>		
	Final Comment Response Report	Subtask 6-B <ul> <li>Concurrent with completion of Subtask 6-C</li> </ul>		
6-B	Preliminary Final SEIS	40 days after close of public comment period on Draft SEIS		
6-C	Final SEIS	10 days after receipt of NRC's comments on Subtask 6-B		
Option al Task 7	SUPPORT FOR LICENSING PROCEEDING AND LITIGATION	As determined by the schedule of the Atomic Safety Licensing Board Panel		