

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

BPA NO.

1. DATE OF ORDER 06/13/06		2. CONTRACT NO. (If any) NRC-02-04-014		6. SHIP TO:	
3. ORDER NO. T008		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Neil Haggerty, 301-415-5196	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555				b. STREET ADDRESS Mail Stop: 8G16 11555 Rockville Pike	
				c. CITY Rockville Pike	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6220 CULEBRA RD				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385100		
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: J5511 B & R NUMBER: 65015355288 BOC: 252A APPN: 31X0200 \$15,000				10. REQUISITIONING OFFICE NMS NMSS/PMDA/RASB	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
12. F.O.B. POINT Destination					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/01/06 - 11/01/06	
a. INSPECTION Rockville, MD 20852		b. ACCEPTANCE Rockville, MD 20852		16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Contractor shall provide services in accordance with the attached Statement of Work entitled "Technical Assistance for the Development of an Environmental Assessment for the Westinghouse Electric Company License Renewal Application."</p> <p>The total estimated (ceiling) is \$89,864 and the obligated amount is \$15,000. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.</p> <p>NRC PROJECT OFFICER: Neil Haggerty 301-415-5196</p> <p>PERIOD OF PERFORMANCE: 05/01/2006 - 11/01/2006.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$89,684.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						\$15,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (NRC-02-04-014, T008)							
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555				
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER				

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

List of Attachments

1. Statement of Work

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:


Name **R. B. Kalmbach** June, 29, 2006
Date
Title **Director, Contracts**

A. SEAT BELTS

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

B. CONSIDERATION AND OBLIGATION –COST PLUS FIXED FEE (JUN 1988)

- (a) The total estimated cost to the Government for full performance of this contract is \$89,684, of which the sum of \$83,589 represents the estimated reimbursable costs, and of which \$6,096 represents the fixed fee.

The total estimated cost of \$89,684 is comprised of Tasks 1 and 2, as follows:

Task One:	\$67,600
Task Two:	<u>\$22,084</u>
Total Amount:	\$89,684

- (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 presently obligated with respect to this order is \$15,000. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

C. PERIOD OF PERFORMANCE

The period of performance of this order shall be May 1, 2006 - November 1, 2006.

D. CLAUSES INCORPORATED BY REFERENCE

1. FAR 52.251-1 Government Supply Sources (April 1984)
2. FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Materials, or Labor Hour Contracts) Alternate I (May 2004)
3. FAR 52.227-1 Authorization and Consent (July 1995) Alternate I (April 1984)
4. FAR 52.227-11 Patent Rights - Retention by the Contractor (Short Form) (June 1997).

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STATEMENT OF WORK

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF AN ENVIRONMENTAL ASSESSMENT FOR THE WESTINGHOUSE ELECTRIC COMPANY LICENSE RENEWAL APPLICATION

JOB CODE: J5511
TASK AREA 4: Environmental Assessment and Safety Evaluation Preparation
TASK ORDER NUMBER: Eight (8)
B&R NUMBER: 65015355288
NRC ISSUING OFFICE: NMSS
NRC PROJECT OFFICER (PO): Edna Knox-Davin (301) 415-6577
TECHNICAL PROJECT MANAGER (TPM): Neil Haggerty (301) 415-5196
FEE RECOVERABLE: Yes
TAC NUMBER: L31911
DOCKET NUMBER: 70-1151

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission staff (NRC staff) is reviewing an application dated September 29, 2005, from Westinghouse Electric Company (applicant or WEC) for the renewal of materials license SNM-1107, under the provisions of 10 CFR Part 51. The WEC, Nuclear Fuel, Columbia Fuel Fabrication Facility fabricates nuclear fuel assemblies containing low

enriched (< 5% U-235) uranium oxide fuel for use in commercial light water nuclear powered reactors. The plant also produces control rods and mechanical components. The plant is located in Richland County on SC 48 in central South Carolina approximately 8 miles southeast of Columbia on an 1,158 acre site.

The NRC staff is seeking assistance with the development of an environmental assessment (EA) to document the environmental impacts of this license renewal.

2.0 OBJECTIVE

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

3.0 STAFFING

The CNWRA Task Leader shall have in-depth expertise in at least one of the issues covered by the EA and a general understanding of the range of issues covered by NRC EAs as outlined in NUREG-1748. The Task Leader shall have extensive experience in the technical and regulatory aspects necessary for evaluating the environmental impacts of the construction,

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operation and/or decommissioning of industrial facilities that require reviews under the National Environmental Policy Act (NEPA) such as fuel cycle facilities, or independent spent fuel storage installations and should have expertise in methods used to mitigate the impact on the environment.

Other contractor personnel shall have an appropriate combination of education, training and experience in health physics, ecology, cultural resources, hydrology, geology, risk assessment, air quality, socio-economics, and cost-benefit analysis as necessary to complete the EA.

4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop an EA which the NRC will use to support decisions related to the issuance of a license as described in Section 1.0. The work required is described in detail below.

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

4.1 TASK 1: COLLECT AND REVIEW INFORMATION

The contractor shall collect and review information related to the proposed site and its environs including that provided by the NRC TPM, including the current license application, environmental report (ER) and Safety Analysis Report (SAR) as directed by the NRC TPM.

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

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

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

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

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

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

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

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

SUBTASK A - PREPARATION OF DRAFT EA

The contractor shall follow NUREG-1748, Chapter 3, in preparation of the EA. Deviations from the outline shall be approved by the NRC TPM. The NRC staff shall provide an example EA, preferably similar in scope to the proposed action, for the contractor to follow. Lengthy EAs are generally not acceptable (i.e., greater than 25 pages for a complex EA) and shall be approved by the NRC TPM. The contractor's goal shall be to focus on the discussion on areas of true concern.

Subtask A1 - Draft Description of the Proposed Action and Alternatives

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

This task shall be completed taking into consideration Task 1, and shall be completed no later than 15 business days after the Task Order is issued. To maintain efficiency, the NRC TPM prefers that this be an informal submittal, via email. This submittal is only being reviewed to verify that the NRC TPM and contractor are in agreement about the scope of the EA.

This task shall also be documented in Subtask A4.

Subtask A2 - Description of the Affected Environment

The contractor shall provide a Draft Description of the Affected Environment. Consistent with 10 CFR Part 51 and the guidance provided in NUREG-1748, effort and attention shall be concentrated on important issues as identified in the applicant's ER, by the NRC TPM, and/or by public comment, as appropriate.

This task shall be coordinated and completed concurrently with Subtask A3.

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Subtask A3 - Impacts from the Proposed Action

The contractor shall provide a description of the Impacts for the Proposed Action and Alternatives. For each alternative described in the Final Description of the Proposed Action and Alternatives, the contractor shall assess the impacts of normal operating conditions, including cumulative impacts. The assessment of the impacts shall be based on the guidance provided in NUREG-1748 (e.g., water resources, ecology, air quality, transportation, historical and cultural resources, human health impacts, etc.). The contractor shall limit impact discussions to those areas that are reasonably impacted by the proposed action. The contractor shall develop impacts based on the description of the proposed action and alternatives and the description of the affected environment. The contractor shall describe the applicant's proposed mitigation and monitoring strategies, if applicable, and discuss any additional mitigation and monitoring that may be necessary to ameliorate the impacts, as appropriate. Individuals knowledgeable in the subject area must be able to independently confirm the contractor's calculations.

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

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

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

Subtask A4 - Submittal of Draft EA

The contractor shall submit a draft EA for NRC TPM review. This draft EA shall follow NUREG-1748, Chapter 3. Deviations from the outline shall be approved by the NRC TPM.

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

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

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

SUBTASK B - REQUEST FOR ADDITIONAL INFORMATION (RAIs)

If the information provided by NRC or collected in Task 1 is incomplete or inadequate for preparation of Subtask C, the contractor shall prepare appropriate requests for

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additional information. These requests shall be submitted to the NRC, and shall be clear and concise to elicit the additional information from the applicant/licensee. NRC shall prepare and forward the contractor's requests for additional information to the applicant/licensee. If, after the applicant/licensee responds, the contractor subsequently determines that there is still insufficient information available to prepare Subtask C the contractor shall provide to NRC a detailed list of the additional information needed to complete Subtask C. NRC shall prepare and forward the subsequent request for additional information to the applicant for information needed.

This task shall be completed taking into consideration Task 1 and Task 2, Subtask A, and shall be completed no later than 30 business days after the site visit is completed.

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

SUBTASK C - COMPLETION OF FINAL EA

Subtask C1 - Preliminary Final EA

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

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

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

Subtask C2 - Final EA

The contractor shall revise the Preliminary EA to incorporate comments from the NRC TPM review to produce the final EA. The contractor shall submit the finalized EA to the NRC no later than ten business days after receipt of the NRC TPM's comments.

5.0 PROJECT MANAGEMENT

Maintain Effective Communication with NRC Staff

The contractor shall maintain effective communication with NRC staff to help coordinate and integrate EA preparation with NRC's technical and decision-making activities. For the duration of Task 1 and Task 2, the contractor shall participate in a bi-weekly telephone call with the NRC's TPM to discuss the progress to date. The contractor's Team Leader and NRC TPM shall participate in quarterly progress meetings held either in Rockville or at the contractor's place of business.

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Other Communication

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

NRC Comments

The contractor shall resolve all NRC comments through the NRC TPM when making revisions to any deliverable under Task 1 and Task 2.

Quality Assurance for the Project

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

6.0 ACCEPTANCE CRITERIA

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

7.0 LEVEL OF EFFORT

7.1 TASK 1: COLLECT AND REVIEW INFORMATION

The estimated level of effort for Task 1 is approximately 0.10 FTE, over a 3-month period anticipated to start in May 2006.

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

The estimated level of effort for Task 2 is approximately 0.32 FTE, over a 6-month period anticipated to start in May 2006 with the following breakdown:

	<u>FTE</u>
Task 1:	0.10
Task 2:	0.32
Total:	0.42 FTE

8.0 MEETINGS AND TRAVEL

Upon request, the contractor's Task Leader shall meet with the NRC PO and TPM at the NRC office in Rockville, Maryland for a Task Planning Meeting. The contractor shall meet with the NRC TPM and applicant in Rockville, Maryland to discuss requests for additional information. The NRC TPM may choose to periodically meet with the contractor in the contractor's offices to review progress and provide input into the project, as necessary. Meetings requiring contractor travel are summarized below.

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

9.0 NRC FURNISHED MATERIAL

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

- Applicant's License Application, including the Environmental Report
- Copies of related documents from NRC's docket file
- Copy of NUREG-0650, Revision 1, "Publishing Documents in the NUREG Series," and supporting documents
- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs"

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

10.0 CONTRACTOR ACQUIRED MATERIAL

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

11.0 PERIOD OF PERFORMANCE

The deliverables and schedule for work conducted under Tasks 1 and 2 are summarized in Appendix A to this SOW. However, the schedule is expected to be driven by the submittal of license applications/termination requests by the licensees and applicants.

11.1 TASK 1: COLLECT AND REVIEW INFORMATION

Task 1 work shall be initiated upon notification from the NRC, currently estimated for May 2006.

11.2 TASK 2: PLAN, DRAFT, AND COMPLETE AN EA TO EVALUATE ALTERNATIVES FOR THE PROPOSED WESTINGHOUSE LICENSE RENEWAL

Task 2 work shall be initiated concurrently with Task 1, (expected May 2006) and shall be closed by letter from the NRC after submittal of the Final EA, approximately 6 months thereafter.

12.0 REPORTS

Submittals for Task 2, Subtask A1 and A2-A4 shall be submitted via electronic mail with attachments consistent with the word processor in use at the NRC (Word Perfect 8), along with copies in portable document format (i.e., *.pdf). At a minimum, the contractor shall provide one paper copy of Task 2, Subtask B, C1, and C2 to the NRC's PO and TPM. Reports on any assessment by the contractor shall be in letter report form.

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13.0 TECHNICAL DIRECTION

Neil Haggerty is designated the NRC TPM for this procurement. Edna Knox-Davin is designated the NRC Project Officer. Technical instructions may be provided to the contractor during the duration of Tasks 1, 2 and 3. Technical instructions 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 Contracting Officer.

14.0 STANDARD WORK PRACTICES

For all draft and final reports under this agreement, the contractor shall assure that an independent review of numerical computations and mathematical equations and derivations is performed by qualified personnel other than the original author(s) of the reports and other than the person who performed the original calculation. If the contractor proposes to check less than 100 percent of all computations and mathematical equations and derivations in the report(s) (such as may be the case when there is a large number of routine, repetitive calculations), the contractor must first obtain written approval from the NRC's Project Officer.

In addition, all reports, including those which do not contain numerical analyses must be reviewed by the contractor's management and approved with two signatures. One signature must be from the contractor's Task Leader, and one signature must be from a manager at a higher level than the contractor's Task Leader.

When revisions for the reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the first contractor's approved report.

NRC has the option of appointing a Peer Group to review, comment, and recommend changes to the draft and final reports. The contractor may recommend candidates for the Peer Group for approval by the NRC's TPM or Project Officer.

In the occasion of dissent in the content of the final report, the dissenting party shall have the option of stating its viewpoints and findings in a section of the report.

This section does not intend to create the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.

15.0 FINANCIAL AND TECHNICAL STATUS REPORTS

The contractor shall submit periodic technical and financial reports in accordance with the contract. The estimated staff effort should be recorded at the subtask level. The work accomplished and the degree of completeness should also be tracked by subtask. The reports are due within 20 calendar days after the end of the report period (i.e., each four week period). The TPM shall receive two copies of the periodic status report, and the Project Officer shall receive one copy. See the contract for further distribution requirements.

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**APPENDIX A
SCHEDULE AND DELIVERABLES**

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

<u>Task</u>	<u>Deliverable</u>	<u>Schedule</u>
Task 1	site visit trip report	15 business days after the site visit is completed.
Task 2	(A1) Draft Description of Proposed Action and Alternatives	15 business days after the site visit is completed.
	(A2) Description of the Affected Environment	To be incorporated into Subtask A3.
	(A3) Impacts from the Proposed Action	To be incorporated into Subtask A4.
	(A4) Draft EA	30 business days after the site visit is completed.
	(B) Request(s) for Additional Information	30 business days after the site visit is completed.
	(C1) Preliminary Final EA	20 business days after the receipt of RAIs.
	(C2) Final EA	10 business days after the receipt of NRC's comments on Subtask C1.