

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 8

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

BPA NO.

1. DATE OF ORDER 8/3/12		2. CONTRACT NO. (if any) NRC-41-10-014		6. SHIP TO	
3. ORDER NO. T003		4. REQUISITION/REFERENCE NO. FSM-12-110		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Kellee Jamerson Mail Stop TWPN 814	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR MINOR, DORIS A				f. SHIP VIA	
b. COMPANY NAME ATTENUATION ENVIRONMENTAL COMPANY				8. TYPE OF ORDER	
c. STREET ADDRESS 5812 GREENWOOD AVENUE N				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY SEATTLE		e. STATE WA	f. ZIP CODE 98103-3411		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2012-55-35-4-195 JC: F1257 BOC: 252A APPN: 31X0200 FSM-12-110 FAIMIS: 122576 \$100,000 DUNS: 868907189				10. REQUISITIONING OFFICE FSM	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		18. 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>The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for the Development of a Environmental Assessments for the Ludeman In-Situ Recovery Project Licenses Amendment Application"</p> <p>This is Labor Hour Task Order with Travel. Basic Amount: \$705,868.94; Optional Task 6: \$57,125.50; Optional Task 7: \$97,270.00 Total Amount Inclusive of Optional Tasks: 860,264.43 Total obligated amount: \$100,000</p> <p>The Period of Performance is August 3, 2012 – January 31, 2015.</p> <p>Technical Monitor: Kellee Jamerson 301-415-7649 NRC Project Officer: Edna Knox-Davin 301-415-6577</p> <p>List of Attachments: Statement of Work</p> <p>DUNS: 868907189 PSC: 499 NAISC: 541620</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$705,868.94
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						\$860,264.43
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		inclusive of optional tasks		17(i). GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 09 2012

ADM002

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

ACCEPTED:

Signature: Doris A. Miller

Name: DORIS A. MILLER

Title: OWNER/MANAGING PRINCIPAL

Date: AUGUST 3, 2012

TASK ORDER TERMS AND CONDITIONS

1. PRICE/COST SCHEDULE

Basic Work (Tasks 1-5): \$705,868.94
Option 1 (Optional Task 7): \$57,125.50
Option 2 (Optional Task 8): \$97,270.00

Total ceiling inclusive of all options: \$860,264.43

See attached price schedule.

2. PERIOD OF PERFORMANCE

The period of performance of this order shall be **August 3, 2012 through January 31, 2015.**

3. FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the contract period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

4. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **28 months**.
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6. 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed **\$31,258.30** without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

7. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

<u>Name</u>	<u>Title</u>
Ms. Doris Minor	Project Manager
Ms. Lauren Evans	Task Manager
Dr. Kathryn Johnson	Team Member
Mr. Brian Partington	Assistance Task Manager
Ms. Kelly Hranac	Hydrogeologist
Mr. Scott Kindred	Team Member

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

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

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

8. 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:

9. BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC 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.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

10. 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

11. SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations

(10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

12. 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.

13. 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.

14. 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.

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

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

TASK ORDER NUMBER: 003
TASK AREA: 2 (Supplement to the Generic Environmental Impact Statement for In-Situ leach Uranium Milling Facilities (NUREG – 1910) {EA})
JOB CODE: F1257
B&R NUMBER: 2012-55-38-4-125
ISSUING OFFICE: FSME
FEE RECOVERABLE: YES
TAC NUMBER: J00834
DOCKET NUMBER: 40-08502
NRC Project Officer (PO): Edna Knox-Davin (301) 415-6577
NRC TECHNICAL PROJECT
MANAGER (TPM): Kellee Jamerson (301) 415-7649

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from Uranium One in December 2011 for an amendment to Source Materials License SUA-1341, under the provisions of 10 CFR Part 40. If granted, the license amendment would allow Uranium One to conduct in-situ leach uranium recovery (ISR) activities at the Ludeman project site, located in Converse County, Wyoming. Activities involved in the proposed set up and operation of the Ludeman 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 Ludeman project. Where the potential environmental impact conclusions presented in the GEIS can be adopted for Ludeman (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 Ludeman EA.

2.0 OBJECTIVE

The objective of this task order is to obtain technical assistance with the 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, 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. 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-1341 to Uranium One, 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: COLLECT AND REVIEW INFORMATION

SUBTASK 1-A – COLLECT AND REVIEW INFORMATION

The contractor shall independently collect and review information related to the proposed site and its environs. The NRC TPM 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 1-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., Uranium One) 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 Ludeman project site, located in Converse County, Wyoming.

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.

4.2 TASK 2: DRAFT 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 2 concurrently with Task 1 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 2-A – SITE AND PROCESS DESCRIPTIONS

Concurrently with Subtask 4-A, the contractor shall provide draft descriptions of (1) the Ludeman 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 2-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 2-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.

4.3 TASK 3 – PREPARE REQUESTS FOR ADDITIONAL INFORMATION (RAIS)

SUBTASK 3-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 1 – "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 4-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 3-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.

4.4 TASK 4 – PREPARE DRAFT EA

SUBTASK 4-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 2-A, 2-B, and 2-C as it is available at the time, noting RAIs or other information described under Task 1 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 4-B).

SUBTASK 4-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 4-B. This interim draft EA shall follow the NRC TPM-approved outline under Task 2 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 1 and shall be completed as indicated in Appendix A.

SUBTASK 4-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 4-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 experts) shall support the NRC TPM in planning, coordinating, and conducting activities relating to the Section 106 review, as needed for the duration of Task 4. 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 as well as ACHP and Uranium One's consultants to resolve conflicts and to help to move the Section 106 process along; and supporting documentation of the Section 106 activities. There are no formal deliverables associated with this subtask.

4.5 TASK 5 - COMPLETE FINAL EA

SUBTASK 5-A – COMMENT PERIOD ON THE DRAFT EA

The NRC will make the draft EA available to state, agencies for review and comment. The draft EA may also be available for review and comment by other federal and local regulatory agencies and to members of the public.

During the comment period for the draft EA, the NRC may hold a public comment meeting(s) in the locale of the proposed Ludeman project. The NRC TPM may request the contractor's Project Manager and 1-2 technical staff to attend the public comment meeting(s).

There are no formal deliverables associated with this subtask.

SUBTASK 5-B - RESPONDING TO COMMENTS ON THE DRAFT EA

Comment Identification

With the assistance of the NRC TPM, the contractor shall identify individual comments in submittals received from state agencies, and, as appropriate, from other federal and local regulatory agencies and members of the public. As part of this process, the NRC TPM and the contractor will determine whether the NRC or the contractor will draft responses to individual comments or groups of similar comments.

Comment Compilation (Comment Binning)

The contractor shall compile and organize ("bin") individual comments submitted by state agencies, and as appropriate, from other federal and local regulatory agencies and members of the public, according to the guidelines provided by the NRC TPM. For the purpose of this subtask, the number of comments to be binned is estimated at 200. The NRC TPM will review and approve the binning of the comments. Additionally, the contractor may have to revise the binning of certain comments based on the NRC TPM's feedback.

Because some comments may be submitted to the NRC prior to the end of the comment period, the contractor shall begin this subtask upon its receipt of the first set of comments, which will be forwarded to the contractor by the NRC TPM. The contractor shall submit the binned comments to the NRC as indicated in Appendix A.

Comment Response and Draft Comment Response Report

Depending on the number of comments received, the contractor and the NRC may begin developing responses to some of the comments prior to the binning being complete. As a general practice, 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 200 with a maximum 20 day extension] and/or for complex public comments requiring extensive revision to the Draft EA. The contractor shall work with the NRC TPM to determine whether comments are unique or complex.

The contractor shall submit the draft comment response report to the NRC as indicated in Appendix A. The draft comment response report shall follow the format provided by the NRC TPM.

Final Comment Response Report

The NRC TPM may provide comments on the draft comment response report, and the contractor shall revise the report to address these comments and 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 5-C - 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 5-D - 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 6 and 7, 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.

4.6 OPTIONAL TASK 6 – NHPA SECTION 106 REVIEW

OPTIONAL SUBTASK 6-A – Section 106 Support Activities

OPTIONAL SUBTASK 6-A.1 – Develop Ethnographic Context – Part 1

The contractor shall perform online searches (or calls) of various repositories (e.g., SHPO has an online searchable database WYCRIS), identify available information, and conduct one focused information gathering trip. The contractor shall retain documentation of the repositories consulted and sources examined. Subtask 6-A.1 shall be completed as indicated in Appendix A.

OPTIONAL SUBTASK 6-A.2 – 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 6-A.3, where possible. Subtask 6-A.2 shall be completed as indicated in Appendix A.

OPTIONAL SUBTASK 6-A.3 – 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 6-A.3 shall be completed as indicated in Appendix A and shall be conducted concurrently with Subtask 6-A.2, where possible.

OPTIONAL SUBTASK 6-A.4 – Ludeman Project Draft Ethnographic Study

The context shall document the results of the investigations conducted under Subtask 6-A.1 and Subtask 6-A.2, as well as, to the extent possible or relevant, Subtask 6-A.3. 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 "Ludeman Project Draft Ethnographic Study" and shall be completed as indicated in Appendix A.

OPTIONAL SUBTASK 6-B – 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 "Ludeman 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.

4.7 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 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, RA 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 5 is 4,373 hrs.

The total level of effort for Optional Task 6 is 533 hrs.

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

8.0 MEETINGS AND TRAVEL

The contractor shall participate in the site visit referenced under Subtask 1-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 RAs. 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	Site Location	1	3	1
Section 106 Meetings	Site Location	1-6	2 – 5	2
Public Comments Meeting	Site Location	1	3	2

9.0 NRC FURNISHED MATERIAL

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

- Uranium One's License Amendment Application, which includes the ER and TR, and any accompanying Appendices;
- Copies of the Class III Cultural Resource Inventory from the Ludeman 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 August 3, 2012 and shall expire on January 31, 2015 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 Kellee Jamerson 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, and Optional Task 6 are outlined below.

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

6-A	<p>Section 106 Support Activities</p> <ul style="list-style-type: none"> • Develop Ethnographic Context – Part 1 • Develop Ethnographic Context – Part 2 • Gather Tribal Input for TCP Survey SOW • Ludeman Project Draft Ethnographic Study • TCP Survey Report 	<ul style="list-style-type: none"> • • 15 days after completion of Subtask 6-A.1 • Prior to TCP Survey • 40 days after completion of Subtask 6-A.3 • 20 days after completion of TCP Survey
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