



40-8745

# Department of Environmental Quality

## LAND QUALITY DIVISION

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122 WEST 25TH

TELEPHONE 307-777-7756

CHEYENNE, WYOMING 82002

July 3, 1986

Mr. Harry Pettengill  
NRC  
Uranium Recovery Field Office  
Box 25325  
Denver, CO 80225

RE: Bidder's Meeting of June 25, 1986

Dear Mr. Pettingill:

There was considerable discussion on many points. These are discussed, item by item, below, in the form of question - answer:

1. When will the performance bond for Phase II be required?

The bond will not be needed until just prior to Phase II. See Addendum No. 2.

2. At the bidder's tour on May 29, 1986, the OWNER stated a bid bond (10%) would not be required if a Phase II bid was submitted. Why does Addendum No. 1 specifically require it?

Contrary to what was stated at the site, Wyoming law requires a bid bond for both Phases.

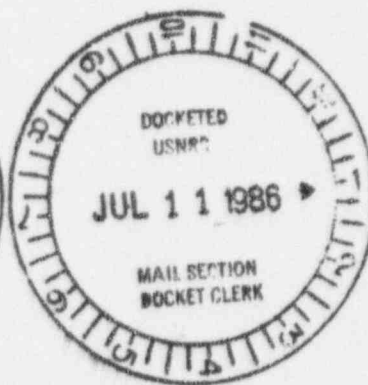
3. How soon may bid bonds be returned? The present bid document is unclear.

They will be returned once the OWNER and contractor sign a contract, or immediately if all bids are rejected. See Addendum No. 2.

4. Can Phase I be handled on a professional services basis, with no bid bond required?

It is not possible to handle it this way. A bond is required.

5. Last paragraph, page 2 of Section L (Addendum No. 1) - it was requested language be changed.



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This paragraph will be changed in Addendum No. 2 to read "...shall be completed within sixteen (16) months unless otherwise extended by the OWNER by change order." See Addendum No. 2.

6. It was requested that bidding Option B, of Phase II, (see page 3 of Addendum No. 1) be dropped.

This was discussed. The OWNER will retain this option.

7. If no uranium is recovered by the restoration process, but instead ends up with the residue in the evaporation ponds, will royalties need to be paid?

The bidders should assume they will have to pay, and should include this in their bid price.

8. The Wyoming Highway Department wage rates (see Section H-1L) does not have crafts that strictly apply to solution mining activities. Do they even apply to this project.?

According to the Wyoming Labor Commission, they do apply. The bidders will need to use these and match their activities as best as they can to the rate schedule.

Do wage rates apply to professional staff?

No, they do not. Included with Addendum No. 2 is information clarifying the difference between exempt (professional) and non-exempt employees.

9. What constitutes an "unforeseen physical condition"? (Section G-1D3). If a set of membranes fail, will this be covered by a change order? What if a piece of OWNER equipment needs replacement or major repair?

With respect to membranes, the OWNER will expect the treatment plant to be delivered to the site in good running condition with a new set of membranes. If the membranes fail during restoration, the State will consider a change order to purchase new membranes. Any membranes purchased under a change order will become property of the OWNER.

With respect to major repairs or replacement of OWNER equipment, the OWNER will consider paying for repair or replacement via a change order taking into consideration the need for the equipment and the contractor's maintenance and use of it.

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In all cases, if the OWNER does replace or pay for repair of any of its equipment, the contractor will not have sale/salvage rights to that equipment.

As a last point, it was discussed that acidization of Mining Unit No. 1 wells very likely will be necessary before restoration injection and recovery is commenced. This being the case, bidders should include this item in their bids. Subsequent acidization would be considered as a change order, however.

10. Section C., page 2, Item No. 3 reads "...8 pore volumes treated." (See Addendum No. 1).

This should read "...6 pore volumes treated." See Addendum No. 2.

11. Section C, page 7 (See Addendum No. 1) - If the corporation president signs, is a corporate seal needed?

No. Language will be corrected. See Addendum No. 2.

12. Page I.7., 2nd paragraph, 5th and 6th sentence, as modified by Addendum No. 1 - What governs, 6 pore volumes or 114 million gallons?

114 million gallons governs. 114 million gallons = 6 pore volumes.

13. Section C, page 2, Item No. 1 (See Addendum No. 1 package) - Item 1 covers only delivery to the site of the water treatment plant, not installation?

That is correct.

14. If the contractor did not propose an alternate pay schedule, will the OWNER pay for work only in the sequence shown in Section C, pages 2-6, (Addendum No. 1)?

Not necessarily. For example, for Phase I, maintenance costs will be paid through the life of the contract, not just after stabilization monitoring.

15. Will 24 hour site security be required throughout Phase I?

Yes. See Section I, page 18.

16. Will an NRC license be required for the contractor? Will the contractor need to pay licensing fees?

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On June 25th Dale Smith of NRC stated a license will probably be needed, but NRC will waive the fees and will try to keep the license as simple as possible. The OWNER is awaiting a letter from NRC on this subject.

17. Who owns the water treatment plant?

The plant will be purchased and owned by the contractor.

18. Does the road maintenance language appearing on page 5 of Section L, Addendum No. 1, bind the contractor into maintaining the road with Chevron? What if Chevron pulls out?

The bid document will not in any way obligate the contractor to Chevron.

19. How will groundwater restoration be evaluated? The language on page I-6 of the Specifications, as modified by Addendum No. 1, does not make this clear.

This will be clarified by adding the following language to the fourth full paragraph on page I-6:

"Restoration of the Mining Unit #1 aquifer will be judged by comparison of data for each parameter from each of the four restoration wells, with the target restoration values in table one."

Also, in NOTE No. 3 on page 5B, the language beginning with "The DEQ reserves the option..." is all struck.

20. If you bid assuming no reductant will be used in restoration, and later on the OWNER decides it should be utilized, will this be a change order situation?

The OWNER would consider this as a change order situation.

21. Page I-9 of the Specifications, paragraph number 4, mentions "14 wells". Should this not be 11 wells?

Yes. It should be "11 wells".

22. If, for example, it is decided by the OWNER that only 5 pore volumes have achieved acceptable aquifer quality, but the stability period produces unacceptable water quality, would a change order be negotiated for additional restoration work?

Yes.

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23. In the original bid document, as well as the Addendum, there are conflicting statements as to when the bid bond would be returned.

The bid bond will be returned when a contract is signed, within 30 days, or immediately if all bids are rejected, whichever comes first.

24. If membranes fail during restoration work, and have to be replaced, will the OWNER consider a change order for the replacement?

Yes, but only if the membranes originally delivered to the site were new. Also see item 9 above.

25. Page B-2, Section B-1F calls for maintenance records for equipment. Do you really need this? These could be quite voluminous.

We will not require the records, provided the contractor certifies the equipment is in good running condition.

26. Section B-1F calls for a "detailed description of the proposed plan(s) of operation". How much detail is needed?

This statement pertains especially to a plan not utilizing R.O./clean water recycle. In this event, we would require considerable detail on the entire plan of operation.

Even if R.O./clean water recycle is being used, at a minimum, we will need a discussion on how the wellfield will be operated during restoration. What type of pumping pattern will be used, the ratio of injection wells to production wells, how areas resisting clean up will be handled, etc.

27. Page G-7, first paragraph, first line. Should ENGINEER read OWNER?

Yes. The correct term is OWNER.

28. Section G-1E. Can bodily injury liability insurance be cut to \$500,000? Is the OWNER sure \$100,000 property damage insurance is adequate?

The minimum bodily injury liability insurance must be \$1,000,000. The property damage insurance will be increased to \$1,500,000.

29. Section G-1E4. Does Builder's risk insurance apply to Phase I?

It does not.

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30. Is Phase I for a maximum of 22 months (including 6 months of stability monitoring)?

This is correct.

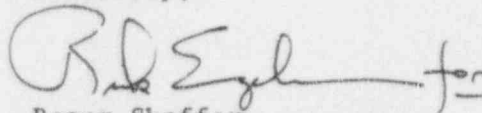
31. Can the bid opening be delayed?

Yes. The opening will be delayed to 2:00 p.m., July 15, 1986.

As mentioned in several places above, there will be an Addendum No. 2 containing replacement pages. This will be sent shortly.

Should you have any questions about this letter, please call me or Rick Engelmann.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Shaffer', followed by a horizontal line and a small flourish.

Roger Shaffer  
Administrator

RS:RE:klr

cc: Rick Chancellor  
Mark Moxley  
Jim Uzzell