

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER <i>9/01/98</i>		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO. DR-98-0303		4. REQUISITION/REFERENCE NO. *		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Myron Fliegel, Mail Stop T7-J9			
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgt. Attn: Mike Mills, (301) 415-6550 Contract Management Branch, T-7-1-2 Washington DC 20555				b. STREET ADDRESS			
7. TO:				c. CITY Washington,		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR				f. SHIP VIA			
b. COMPANY NAME William Woessner				8. TYPE OF ORDER			
c. STREET ADDRESS 126 McLeod Avenue				<input checked="" type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY	
d. CITY Missoula,				e. STATE MT		f. ZIP CODE 59801	
9. ACCOUNTING AND APPROPRIATION DATA JC: J5251, B&R No. 85015123030 BOC: 252A, 31X0200.860				10. REQUISITIONING OFFICE			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED	
12. F.O.B. POINT N/A		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE		16. DISCOUNT TERMS	
a. INSPECTION		b. ACCEPTANCE		See Below		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 technical assistance in accordance with the attached Statement of Work and Attachment A.</p> <p>Period of Performance: Date of this order through four (4) calendar months.</p> <p>NRC Project Officer - Myron Fliegel (301) 415-6629</p> <p>* Note To NRC Accounting: Requisition No. 50875052 - \$13,000.00 Requisition No. 50875052, Mod. 1 - \$3,600.00</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT.. (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer						17(i). GRAND TOTAL \$18,040.00
b. STREET ADDRESS (If O. Box) (submit invoice in duplicate) Accounting, T-9 E2						
c. CITY Washington,		d. STATE DC		e. ZIP CODE 20555		

Information in accordance with the Freedom of Information Act, exemptions 2061-0368

22. UNITED STATES OF AMERICA
BY (Signature)

Elois Wiggins

23. NAME (Typed)
Elois Wiggins
TITLE: CONTRACTING/ORDERING OFFICER

B14

STATEMENT OF WORK

TITLE: INDEPENDENT NRC CONSULTANT ON GROUND-WATER MODELING OF THE ATLAS SITE

BACKGROUND

The Nuclear Regulatory Commission (NRC) is currently reviewing Atlas Corporation's proposed reclamation plan for its uranium mill tailings pile near Moab, Utah. The tailings pile is near the Colorado River and has contaminated the alluvial ground water, which is seeping into the river. NRC estimated past seepage rates from the pile to the ground water that resulted in the present level of ground-water contamination and future seepage rates after reclamation of the pile. Based on the significant difference between the seepage rates, NRC concluded that Atlas' proposal would result in significantly lower concentrations of contaminants in the ground water and subsequently in the river, in the future. Recently, an analysis was performed by another organization which concluded that the past and present seepage rates from the pile to the ground water are much lower than NRC's estimates, and are much closer to the estimated future seepage rate. If that analysis is correct, then Atlas' proposed reclamation plan will not significantly improve the level of contamination in the ground water and the river. NRC has reviewed the analysis and found, what it concluded were significant deficiencies, that if corrected, would result in much higher past seepage rates from the pile to the ground water. However, NRC tasked the Center for Nuclear Waste Regulatory Analysis (CNWRA) to perform an independent, in-depth, analysis of the issue. To further ensure the independence and objectivity of the analysis, NRC desires an independent expert to perform a quality assurance role on the CNWRA work.

OBJECTIVE

The objective of this task is to function as an independent NRC consultant (INC), providing consultation and review of the modeling work, performed by CNWRA, related to the infiltration, seepage, and ground-water contamination at the Atlas uranium mill tailings site.

SCOPE OF WORK

The INC will:

1. review background information and visit the Atlas site to develop an understanding of the site, the tailings pile, the ground- and surface-water systems, the observed levels of contamination, and the issues related to infiltration, seepage and future levels of contamination.
2. coordinate and discuss work with CNWRA staff. Discussion will be initiated by CNWRA at major decision points (such as, but not limited to, domain development, parameter selection, and sensitivity analysis) during the task and also on a regular schedule, agreed to by CNWRA and the INC.
3. review and provide written comments to CNWRA on its draft modeling report that will be sent to the INC. The draft modeling report should include: (1) a description of the numerical model used, (2) values or ranges of values used in the modeling for the various input parameters, (3) a description of the model calibration and the results, including comparisons with historical data, in numerical and graphical form, (4) a discussion of the results of the modeling of future contamination in the ground water

after steady state is reached, including presentation of results in numerical and graphical form, (5) a discussion and graphical presentation of the results of the modeling of projected pile drainage over time, and (6) a discussion of the sensitivity analysis performed.

4. review and provide written comments and an overall assessment to NRC on the CNWRA final report and the validity of the results and conclusions presented by CNWRA.

MEETINGS AND TRAVEL

The INC will visit the Atlas site near Moab, Utah to obtain first-hand knowledge of the tailings pile, the floodplain, and the Colorado River and to meet with NRC and CNWRA staff. A trip of three days duration will be required. Additionally, a trip to CNWRA offices in San Antonio, Texas, to meet with CNWRA staff may be required.

NRC-FURNISHED MATERIALS

Reports written by Oak Ridge National Laboratory, Grand Junction Colorado:

"Limited Groundwater Investigation of the Atlas Corporation Moab Mill, Moab, Utah"
January 9, 1998.

"Tailings Pile Seepage Model, The Atlas Corporation Moab Mill, Moab, Utah,"
January 9, 1998.

"Supplemental Modeling and Analysis Report, Atlas Corporation Moab Mill, Moab, Utah," February 5, 1998.

"Final Technical Evaluation Report for the Proposed Revised Reclamation Plan for the Atlas Corporation Moab Mill," NUREG-1532, March 1997.

"Preliminary Final Environmental Impact Statement Related to Reclamation of the Uranium Mill Tailings at the Atlas Site, Moab, Utah," NUREG-1531, March 1997. (Predecisional)

"Revised Draft Biological Opinion for the Proposed Reclamation of the Atlas Mill Tailings site in Moab, Utah," April 14, 1998.

U.S. Nuclear Regulatory Commission Staff Comments on the "Revised Draft Biological Opinion for the Proposed Reclamation of the Atlas Mill Tailings site in Moab, Utah," May 7, 1998.

"NRC Views on Several Issues Related to endangered Species Consultation for the Atlas Uranium Mill Tailings Reclamation Plan," February 13, 1998.

SCHEDULE

Review background information and visit site	2 weeks ARO
Preliminary discussions with CNWRA staff	1 week ARO

Consultations and discussions with CNWRA staff
Review and comment on draft CNWRA report

continuous
2 weeks after receipt
of CNWRA report

Prepare final report for NRC

2 weeks after receipt
of final report from
CNWRA

REPORTS

The final report, providing written comments and an overall assessment of the CNWRA final report and the validity of the results and conclusions presented by CNWRA shall be submitted to NRC in hard copy and in electronic form. Periodic progress reports shall be made to NRC verbally, by telephone, several times during the course of the task, as needed or as requested by NRC.

Estimated Labor Hours

EX. 4

150 hr

[REDACTED]

Estimated Travel

From Grand Junction MT

To Mohab, UT

Airport Shuttle.....

Airfare.....

Motel 2 nights.....

Rent-a-Car 3 days.....

Food 3 days.....

[REDACTED]

EX 4

Subtotal travel.....

From Grand Junction MT

To San Antonio TX (if required by NRC)

(same as above)

Subtotal travel.....

[REDACTED] EX 4

Communications

Phone, Fax Fed.....\$ 100.00 (est.)

Report Reproduction...\$ 60.00 (est.)

Total Aggregate Estimated Amount..... \$18,040.00

This purchase order is partially funded in the amount of [REDACTED] EX. 4 for the above costs excluding travel to San Antonio, TX. If travel is required by the Contractor to San Antonio, TX, this purchase order will be modified at a future date to add additional funds contingent upon their availability. No legal liability on the part of the Government may arise for performance beyond the amount of this partial funding. Also, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order. The total amount of this order is \$18,040.00

All common carrier travel reimbursed hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First class accommodations were not available. First class air travel is not authorized. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$75.00.

By accepting this purchase order the Contractor certifies that the attached FAR Clause 52.223-6 DRUG-FREE WORKPLACE (July 1990)(ATTACHMENT 1) shall be fully complied with by the Contractor during the period of performance of all work under this order.

FAR Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment" is hereby incorporated by reference.

52.223-6 DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this clause,

'Controlled substance' means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

'Conviction' means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

'Criminal drug statute' means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

'Drug-free workplace' means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

'Employee' means an employee of a Contractor directly engaged in the performance of work under a Government contract. 'Directly engaged' is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

'Individual' means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

52.223-6 DRUG-FREE WORKPLACE (JUL 1990) (continued)

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b) (4) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this clause.

52.223-6 DRUG-FREE WORKPLACE (JUL 1990) (continued)

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)