

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES:
1 4

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

BPA NO.

1. DATE OF ORDER 06/26/09 06 11 09 VMW		2. CONTRACT NO. (If any) NRC-41-08-004		8. SHIP TO:	
3. ORDER NO. TO 005		4. REQUISITION/REFERENCE NO. NRC-41-08-004		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: James Webb, 301-415-6252	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Mail Stop TWB-01-B10M	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE INC.				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <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: F1070 B & R NUMBER: 95515355226 BOC: 252A APPN: 31X0200 \$14,947 FFS: 5509R061 & 5509R092				10. REQUISITIONING OFFICE NMS NMSS/DWMEP/EPAB	
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 a. INSPECTION Rockville, MD 20852		b. ACCEPTANCE Rockville, MD 20852		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 06/02/09 - 06/01/10	
				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 "Hydrology Review of Energy Metals Corporation License Application for Antelope and JAB Uranium Project."</p> <p>The total estimated (ceiling) is \$32,397 and the obligated amount is \$14,947. 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: Tira Patterson 301-415-7808</p> <p>PERIOD OF PERFORMANCE: 06/02/2009 - 06/01/2010</p> <p>DUNS: 007936842</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					
	a. NAME U.S. Nuclear Regulatory Commission NRCPayments@nrc.gov					
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770, 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		\$32,397 (ceiling)	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Valerie M. Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 3/2005)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(e)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 12 2009

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:  _____

Name: R. B. Kalmbach

Title: Executive Director, Contracts

Date: June 09, 2009

List of Attachments

1. Statement of Work

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 **\$32,397**, of which the sum of **\$30,036** represents the estimated reimbursable costs, and of which **\$2,361** represents the fixed fee.
- (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 **\$14,947**, of which **\$13,840** represents the estimated reimbursable costs, and of which **\$1,107** represents the fixed fee. 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 **June 2, 2009 – June 1, 2010**.

D. WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(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.

(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.

E. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Name

Position

[REDACTED]

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.

STATEMENT OF WORK

TASK TITLE: HYDROLOGY REVIEW OF ENERGY METALS CORPORATION LICENSE APPLICATION FOR ANTELOPE AND JAB URANIUM PROJECT

JOB CODE: F1070

TASK ORDER NUMBER: FIVE (5)

B&R NUMBER: 95515355226

NRC ISSUING OFFICE: FSME

NRC PROJECT OFFICER (PO): TIRA PATTERSON (301) 415-7808

NRC TECHNICAL PROJECT MANAGER (TPM): JIM WEBB (301) 415-6252

NRC TECHNICAL MONITOR (TM): ELISE STRIZ (301) 415-0708

FEE RECOVERABLE: Yes

TAC NUMBER: J00825

DOCKET NUMBER: 40-9079

1.0 Background

By letter dated July 3, 2008 (ML082730315), Energy Metals Corporation (EMC) submitted a source material license application to the U.S. Nuclear Regulatory Commission for the Antelope and Jab Uranium Project in Sweetwater County, Wyoming. The application was accompanied by three copies of the Technical Report (TR). By letter dated August 7, 2008 (ML082820499), EMC transmitted four copies of the Environmental Report (ER). By letters dated August 25, 2008 (ML082820501) and August 29, 2008 (ML082820502), EMC transmitted versions of the cultural resources appendices of both the TR and ER. By letter dated October 24, 2008 (ML083220017), EMC transmitted replacement pages for the ER. EMC will resubmit the copies of the TR to include content or pages missing in some of the copies in the original July 3, 2008 submittal.

The Technical Report was prepared in accordance with NUREG-1569, "Standard Review Plan for In Situ Leach Uranium Extraction License Applications," and the Environmental Report was prepared in accordance with the guidance in NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs." The NRC staff will conduct an acceptance review of the application to determine whether the application is acceptable for detailed technical and environmental review. If the staff determines that the application is complete and acceptable for initiation of the detailed technical review, the application will be docketed and a copy of the TR will be forwarded to the Center for Nuclear Waste Regulatory Analyses (CNWRA) for initiation of the scope of work in this task order.

2.0 Objective

The objective of this task is to provide technical assistance in the form of a detailed technical review of selected hydrology-related portions of the Antelope and Jab Technical Report. Specifically, the review is to determine the acceptability of selected aspects of the EMC program for the restoration of groundwater that becomes contaminated during uranium recovery operations.

3.0 Work Requirements/Scope of Work

Center for Nuclear Waste Regulatory Analyses (CNWRA) staff shall review the groundwater restoration program areas of the Antelope and Jab Technical Report that correspond to the review areas in Section 6.1 (Plans and Schedules for Ground-Water Quality Restoration) of NUREG-1569. Specifically, CNWRA staff shall determine the acceptability or adequacy of the following aspects of the groundwater restoration program: (1) groundwater modeling or other methods used to estimate restoration pore volumes and time, including the extent of uncertainties in processes and data; (2) estimates of the concentrations and lateral and vertical dispersion of constituents remaining in well field production zones after termination of *in situ* leaching operations and before restoration activities; (3) descriptions of proposed methods and techniques to be used to restore groundwater quality, including the evaluation of the application of chemical or biological reduction and criteria to interpret the success and stability of any proposed method; (4) the schedule for sequential restoration of well fields; (5) the descriptions of the expected post-reclamation conditions and quality of restored groundwater, compared with the pre-operational water quality characteristics, and any prior experience restoring groundwater at the site; (6) the adverse effects of the proposed water quality restoration operations on groundwater outside production zones; (7) the procedures to be used for plugging, sealing, capping, and abandoning wells; (8) methods to monitor the progress and stability of restoration; and (9) the methods of effluent disposal, such as deep-well injection, discharge to surface water, and land application.

CNWRA staff shall use the guidance provided in Chapter 6 (Ground-Water Quality Restoration, Surface Reclamation, and Facility Decommissioning), Section 6.1, NUREG-1569 during the conduct of its review of the aforementioned hydrology-related areas of the Antelope and Jab Technical Report. Questions related to the applicability or interpretation of guidance documents should be resolved with NRC staff. The CNWRA staff will generate comments and requests for additional information (RAIs), if necessary, and prepare draft and final versions of safety evaluation report (SER) Section 6.1 as products of the review.

3.1 Support For Adjudicatory Hearings

In the event that the staff's licensing action is challenged in an adjudicatory hearing, CNWRA staff may be required to prepare affidavits and assist NRC staff and attorneys in preparing filings. A Request For Proposal will be issued by the NRC Contracting Officer for this additional effort when and if it is required.

4.0 Level of Effort

The estimated level of effort for this task is about 220 staff hours.

5.0 Technical Qualifications Required

The CNWRA shall provide the services of appropriate staff with primary expertise in hydrogeology for the conduct of the technical review.

6.0 Meetings and Travel

No travel will be required for this task. CNWRA staff will participate in conference or telephone calls, as needed, to address and resolve issues or questions that may arise during the conduct of the technical review. Conference calls with the applicant are expected after the NRC issues the RAI and after completion of the draft SER.

7.0 NRC Furnished Material

NRC will provide the following to CNWRA staff: One copy of the Antelope and Jab Technical Report.

8.0 Period of Performance

The period of performance of this task, excluding potential work for adjudicatory hearings, shall be 12 months from date of task order award.

9.0 Schedule/Deliverables

The following schedule of the CNWRA staff time required is based on estimates of time intervals to accomplish this task.

<u>Calendar Time To Accomplish Task</u>	<u>Elapsed Time</u>
Review license application and participate in conference call to discuss review progress.	3 weeks from task initiation
Prepare draft RAIs (if necessary) and submit to NRC.	7 weeks from task initiation
Discuss draft RAIs and prepare and submit final RAIs to NRC.	9 weeks from task initiation
Review RAI responses and prepare and submit preliminary draft SER to NRC.	9 weeks from RAI response receipt
Discuss preliminary draft SER and prepare and submit draft SER to NRC.	12 weeks from RAI response receipt
Evaluate open issue responses and prepare preliminary final SER.	4 weeks from applicant response to open issue discussions
Discuss preliminary final SER with NRC and prepare final SER input.	6 weeks from applicant response to open issue discussions

10.0 Technical Direction

Elise Striz is the designated NRC TM for this procurement. Tira Patterson is the designated NRC PO. Technical instructions may be provided to the CNWRA staff by the TM during the duration of this requested task. 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 the NRC Contracting Officer.

11.0 Technical Reports

Technical reports for this task shall be submitted via electronic mail with electronic attachments consistent with the word processor in use at the NRC (WORD) or in portable document format (pdf), as appropriate. The CNWRA shall also provide one paper copy of each technical report to the NRC TM and PO.

12.0 Financial and Technical Status Reports

The CNWRA 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 TM shall receive two copies of the periodic status report, and the PO shall receive one copy. See the contract for further distribution requirements.