ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER SEP 30 2009

2. CONTRACT NO. (If any) NRC-41-09-011

3. ORDER NO. T008 MODIFICATION NO.

4. REQUISITION/REFERENCE NO. 41-09-011T008

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

6. SHIP TO:
a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission
b. STREET ADDRESS Alan Bjornsen
Mail Stop TWFN 8F5
c. CITY Washington
d. STATE DC
e. ZIP CODE 20555
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE
b. COMPANY NAME
c. STREET ADDRESS 6220 CULEBRA RD
d. CITY SAN ANTONIO
e. STATE TX
f. ZIP CODE 782385166

8. TYPE OF ORDER
[ ] a. PURCHASE
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.
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
B&R: 9-5515-355-288 JC: F1109 BOC: 252A APPN: 31X0200
FFS: 5509R173 **$162,284**
DUNS: 007936842

10. REQUISITIONING OFFICE FSM

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALLBUSINESS

12. F.O.B. POINT Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) April 30, 2010

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)
	The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for the Development of a Final Supplemental Environmental Impact Statement for the Lost Creek In-Situ Uranium Recovery Project." The total CPFF amount: $162,284 The total obligated amount: $162,284 The Period of Performance is October 1, 2009 – April 30, 2010 NRC Project Officer: Edna Knox-Davin 301-415-6577 Technical Monitor: Alan Bjornsen 301-415-1195 List of Attachments: Statement of Work DUNS:007936842					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

21. MAIL INVOICE TO:
a. NAME Department of Interior / NBC
NRCPayments@nbc.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

17(h) TOTAL (Cont. pages)

17(i). GRAND TOTAL $162,284 CPFF

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 OCT 01 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: September 29, 2009

TASK ORDER TERMS AND CONDITIONS

1. CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

(a) The total estimated cost to the Government for full performance of this contract is **$162,284**, of which the sum of $[redacted] represents the estimated reimbursable costs, and of which $[redacted] presents 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 currently obligated by the Government with respect to this contract is **$162,284**, of which the sum of $[redacted] represents the estimated reimbursable costs, and of which [redacted] represents the fixed fee.

2. PERIOD OF PERFORMANCE

The period of performance of this order shall be **October 1, 2009 April 30, 2010**.

3. 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]	Project Manager Principal Investigator

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.

4. SEAT BELTS

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

5. 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.

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF A FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT DOCUMENT

TASK TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF A FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT FOR THE LOST CREEK IN-SITU URANIUM RECOVERY PROJECT

JOB CODE:	F1109
TASK AREA 1:	Environmental Impact Statement Preparation
TASK ORDER NUMBER:	008
B&R NUMBER:	9-5515-355-288
NRC ISSUING OFFICE:	FSME
PROJECT OFFICER (PO):	Edna Knox-Davin (301) 415-6577
TECHNICAL PROJECT MANAGER (TPM):	Alan Bjornsen (301) 415-1195
FEE RECOVERABLE:	YES
TAC NUMBER:	J00804
DOCKET NUMBER:	040-09068

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff has prepared a draft Supplemental Environmental Impact Statement (SEIS) as a part of its review of an application dated March 20, 2008, from Lost Creek ISR, LLC (LCI) for a new Source Materials License, under the provisions of 10 CFR Part 40. If authorized, the new license would allow LCI to conduct in-situ recovery (ISR) activities for uranium extraction at the Lost Creek site, located in Sweetwater County, in the State of Wyoming. Activities involved in the proposed set up and operation of the Lost Creek project would include the construction of surface and subsurface infrastructures; 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 have been completed.

Given that the NRC expects to receive a large number of new Source Materials License applications (involving the use of the ISR process) in a relatively short period of time, the NRC prepared a "Generic Environmental Impact Statement for Uranium In-Situ Leach Milling Facilities" (GEIS) to support an efficient and consistent approach of reviewing site-specific license applications for ISR facilities. The NRC staff used the GEIS to identify and evaluate generic environmental impacts associated with the construction, operation, aquifer restoration, and decommissioning of the Lost Creek project, and as a starting point for its draft SEIS. Where the conclusions presented in the GEIS could be adopted for the Lost Creek project (i.e., whether they are within the bounds established in the GEIS), the draft SEIS provides justification for adopting the GEIS evaluation. For conclusions presented in the GEIS that could not be adopted, site-specific features and potential impacts are evaluated in the Lost Creek site-specific draft SEIS.

2.0 OBJECTIVE

The objective of this task order is to obtain assistance to complete the environmental review through development of a final SEIS 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 Task Leader and the individual technical staff member assigned to each task from the necessary technical disciplines. The Contractor's Task Leader shall have in-depth expertise in at least one of the issues covered by the SEIS and a general understanding of the range of issues covered by NRC NEPA reviews as outlined in NRC NUREG-1748. The Contractor's Task Leader 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 expert experience to include greater than 5 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 an SEIS including, but not limited to, health physics, ecology, cultural resources, hydrology, geology, risk assessment, air quality, socio-economics, and cost-benefit analysis as necessary to complete the SEIS. 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 personnel to be key for this effort:

1. Project Manager
2. Task Leader
3. Radiation Health Physicist
5. Hydrologist/Hydrogeologist

4.0 SCOPE OF WORK AND DELIVERABLES

The Contractor shall revise NRC's DSEIS by addressing stakeholder comments. This would result in a final SEIS which the NRC would use to support its licensing decision related to the issuance of a new Source Materials License to LCI, as described in Section 1.0 of this statement of work (SOW). The work conducted under this task order shall be subject to the project management requirements described in Section 5.0 below. The work required is described in detail below.

4.1 TASK 1: REVIEW INFORMATION

The Contractor shall review the NRC's draft SEIS as well as the NRC's RAIs; LCI's RAI responses, Environmental Report (ER), and Technical Report (TR)/Safety Analysis Report (SAR); information from NRC's consultations with other federal, state, and local agencies; and any trip report(s) prepared for visits to the Lost Creek site in order to gain an understanding of the project and to be prepared to respond to comments on the draft SEIS.

Task 1 shall begin immediately upon award of the contract and shall close with the completion of Task 3.

4.2 TASK 2: REPORT - PUBLIC/STAKEHOLDER COMMENT DISPOSITION REPORT

The Contractor shall provide a report of public and other stakeholder comments on the NRC's draft SEIS and responses to those comments within 20 business days after receipt of the comments from the NRC TPM. This task schedule may be extended for a large number of comments (e.g., 1 business day extension for every ten comments over forty with a maximum 30 day extension). Within 5 business days of receipt of the comments from NRC, a meeting with NRC staff will be held to discuss

the necessary level of effort and scope needed to respond to comments. The report of comments and responses shall be an appendix to the final SEIS.

Task 2 shall begin immediately upon receipt of comments from the NRC TPM and shall be completed concurrent with Task 3.

4.2 TASK 3: PREPARE AND SUBMIT FINAL SEIS

The scope of work under this task shall involve the revision of the draft SEIS provided by the NRC staff The Contractor shall review all public, other stakeholder, and NRC comments on the NRC's draft SEIS. The Contractor shall revise the text of the document to address these comments in preparing a final SEIS. The NRC TPM shall also provide any updated documentation regarding Section 7 consultations under the Endangered Species Act and Section 106 of the National Historic Preservation Act that may have transpired since the draft SEIS was issued for public comment.

In addition to the requirements in Section 12.0, the Contractor shall submit one single-sided copy that meets the minimum publication standards provided by the NRC (NUREG-0650, Preparing NUREG-Series Publications). The Contractor shall submit the final SEIS to the NRC no later than 20 business days after receipt of public, other stakeholder, and agency comments on the draft SEIS.

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 final SEIS preparation with NRC's technical and decision-making activities. For the duration of this task order, the contractor shall participate in a weekly telephone call with the NRC's TPM to discuss the progress to date. The contractor's Project Manager and NRC TPM may also participate in a quarterly progress meeting either in Rockville, MD or at the contractor's place of business, 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).

NRC Comments

The contractor shall resolve NRC comments through the NRC TPM when making revisions to any deliverable under each task in this task description.

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 final SEIS and maintain appropriate records. An inventory list or copies of such records shall be provided upon request by the NRC TPM.

The final SEIS shall provide sufficient detail for members of the public to understand the basis of the conclusions reached. The text shall be supported by appropriate tables and graphics. 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.

7.0 LEVEL OF EFFORT

The total level of effort for all tasks under this SOW is 0.54 FTE.

7.1 TASK 1: REVIEW INFORMATION

The estimated level of effort for Task 1 is approximately 0.2 FTE.

7.2 TASK 2: PUBLIC/STAKEHOLDER COMMENT DISPOSITION REPORT

The estimated level of effort for Task 2 is approximately 0.18 FTE.

7.3 TASK 3: PREPARE AND SUBMIT FINAL SEIS

The estimated level of effort for Task 3 is approximately 0.16 FTE.

8.0 MEETINGS AND TRAVEL

Upon request by the NRC TPM, the Contractor's Task Leader shall meet with the NRC TPM at the NRC offices in Rockville, MD for a Planning Meeting and to discuss comments received on the draft SEIS. 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. Meetings potentially requiring Contractor travel are summarized below.

Topic	Location	Trips	Days	Contractor Staff
Planning Meeting	Rockville, MD	1	3	1-3
Quarterly Progress Meeting	Rockville, MD	1	1	1
Meeting on draft SEIS Comments	Rockville, MD	1	3	1-3

9.0 NRC FURNISHED MATERIAL

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

- NRC's draft SEIS for Lost Creek;
- Public, other stakeholder and agency comments received on the NRC's draft SEIS;
- Accidents discussion from Draft or Final NRC Safety Evaluation Report (if not already incorporated into the draft SEIS);
- Applicant's license application, which includes the Technical Report/Safety Analysis Report, Environmental Report, and any accompanying appendices;
- Copies of related documents from NRC's docket file such as RAIs and RAI responses, and site trip reports;
- Updated information gained via consultations with other agencies since the draft SEIS was issued for public comment; and
- NUREG-0650, Preparing NUREG-Series Publications.

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 of this task order is on or about October 1, 2009 and will expire on April 30, 2010. The deliverables and schedule for work conducted under this task order are summarized in Appendix A to this description.

12.0 REPORTS

Five hard copies of the final version of the SEIS, including the comment disposition report 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 2003) or in portable document format (i.e., *.pdf), as appropriate. 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

Alan Bjornsen is the designated NRC TPM and Edna Knox-Davin is the NRC PO. The NRC PO is the focal point for all task order-related activities. All program funding actions are initiated by the NRC PO who submits the requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the NRC PO for DC.

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 final reports under this agreement, the Contractor shall assure that an independent review of numerical computations, mathematical equations and derivations is performed by qualified personnel other than the original author(s) of the reports and other than the person who performed the original calculation. If the Contractor proposes to check less than 100 percent of all computations, 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 Task Leader, and one signature must be from a manager at a higher level than the Contractor's Task Leader. Informal submittals/deliverables must be reviewed and forwarded from at least the Task Leader 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 occasion 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 2 and 3 of this task description is outlined below.

TASK	DELIVERABLE	SCHEDULE (business days)
2	Public/Stakeholder Comment Disposition Report	Concurrent with completion of Task 3
3	Final SEIS	20 days after receipt of public and agency comments on draft SEIS from NRC