

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE PAGE OF PAGES 1

2 AMENDMENT/MODIFICATION NO 4 3 EFFECTIVE DATE SEP 23 2002 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (If applicable)

6 ISSUED BY U.S Nuclear Regulatory Commission Division of Contracts Attn: T-7-I-2 Contract Management Center 2 Washington DC 20555 7 ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555

8 NAME AND ADDRESS OF CONTRACTOR (No street county State and ZIP Code) Environmental Health Associates, Inc. ATTN: Ms. Johnnye Lewis, President/CEO P. O Box 26164 Albuquerque, NM 87125 Telephone No. (505) 661-4047 9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT/ORDER NO NRC-04-01-051 10B DATED (SEE ITEM 13) X 03-13-2001

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers is extended, is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning copies of the amendment, (b) By acknowledging receipt of this amendment of each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required) 31X0200 260 252A Y6329 26015205213 Amount Obligated: \$31,972.05

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date etc) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43 103(b) C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF D OTHER (Specify type of modification and authority) Changes - Time and Materials or Labor-Hours FAR 52 243-3

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)

(see page 2)

Except as provided herein all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) PATRICIA G. NEWELL SECRETARY/TREASURER 15B CONTRACTOR/OFFEROR Patricia G. Newell Secretary/Treasurer (Signature of person authorized to sign) 15C DATE SIGNED 9/23/02 16A NAME AND TITLE OF CONTRACTING OFFICER Mary Anne, Contracting Officer 16B UNITED STATES OF AMERICA BY Stephen M. Roof (Signature of Contracting Officer) 16C DATE SIGNED 09-19-2002

This modification is issued to (1) revise the contract in accordance with the attached Statement of Work (ATTACHMENT 1) and incorporate the contractor's revised proposal dated 9/6/02, (2) increase the contract ceiling by \$31,972.05 from \$127,929.16 to \$159,901.21; and (3) revise the period of performance ending date to 1/31/2003. Accordingly, the contract is hereby modified as follows:

- (1) Section B.2, Consideration and Obligation-Time and Materials (JUN 1988), paragraphs (a) and (b) are deleted in their entirety and the following paragraphs are substituted in lieu thereof:

"a. The total NOT-TO-EXCEED ceiling amount to the Government for full performance under this contract is \$159,901.21.

b. The amount presently obligated by the Government with respect to this contract is \$159,901.21."

- (2) Section F.6, Duration of Contract Period (MAR 1987), is deleted in its entirety and substituted with the following in lieu thereof

"This contract shall commence on 3/13/2001 and will expire on 1/31/2003 "

A summary of obligations for this contract, from date of award through the date of this action, is given below:

Total FY2001 Obligations:	\$ 80,400.00
Total FY 2002 Obligations:	\$ 79,501.21
Cumulative Total of NRC Obligations:	\$159,901.21

This modification obligates \$31,972.05 in FY2002 funds

All other terms and conditions remain the same.

STATEMENT OF WORK  
FOR  
MODIFICATION NO 4 TO CONTRACT NO. NRC-04-01-051

I. TITLE Sewage Sludge Data Reports Preparation

II. BACKGROUND

In 1994, the General Accounting Office (GAO) recommended that NRC determine the extent to which radioactive contamination of sewage sludge and ash is occurring and establish acceptable limits for radioactivity in sludge and ash in order to ensure the health and safety of treatment workers and the public. NRC collaborated with the Environmental Protection Agency (EPA) to conduct a radioanalytical survey of sludge and ash from Publicly Owned Treatment Works (POTWs). Early in 1998, questionnaires were mailed to about 600 POTWs. From their replies, approximately 300 POTWs were requested to send their sludge samples to one of two EPA approved laboratories for analysis. NRC contracted with Environmental Health Associates (EHA) to maintain and develop a database. The laboratories sent the results of the radiological analysis to EHA; in addition to this, the NRC obtained NRC and Agreement State licensees' names and addresses and provided that information to EHA for inclusion in the database.

III SCOPE OF WORK

In connection with the performance of work under this project, information including that of proprietary nature was furnished by the POTWs to EHA through their responses to the questionnaire and the survey. The identity of the POTWs participating in the survey, the information provided by the POTWs in the questionnaires and the results of the radioanalysis of the sewage samples from the POTWs are considered privileged and are exempt from public inspection or disclosure. The use of proprietary information in reports prepared by EHA requires protection specified in NRC Management Directive 12.6, "NRC Sensitive Unclassified Information Security Program".

There are four tasks to be performed under this project:

Task 1: From the database, develop a list of licensees discharging to the collection systems of each of the POTWs that participated in the survey. Provide POTWs with list of licensees in their service area.

Task 2: Prepare a report for each POTWs that includes the results of the radioanalysis of their samples. The results will be summarized as a function of radionuclide, sample type, POTW process(es), licensee type and geographic location. This information is proprietary.

Task 3. Provide draft licensee lists and data reports to the project manager for review. After review and approval of the drafts by the NRC Project Manager, perform Task 4.

Task 4: Mail the radioanalysis survey report with a transmittal memo from the NRC to the POTWs.

IV. NRC Furnished Materials

The NRC will furnish copies of the appropriate cover memos transmitting the radioanalysis survey report to the POTWs.

V. REPORTING REQUIREMENTS

Monthly, the contractor shall submit a brief letter status report which summarizes the work completed and the expenditure of NRC funds. This report shall address the following categories: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) other costs. Each report shall include by category: (a) costs of the previous month; (b) cumulative costs and uncosted obligations to date; and (c) projections by month for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncosted expenditure projection." Two copies of this report shall be submitted to the NRC Project Manager, Ms. Andrea R. Jones. This report is due on the 20th day of the month following the month reported.

VI. DELIVERABLES AND SCHEDULE

Products from Tasks 1 and 2 without POTW identifiers are due via e-mail to the NRC Project Manager and as needed by the Sewage Sludge Subcommittee the day before its monthly meetings.

VII. MEETINGS AND TRAVEL

No travel is envisioned. If travel is required, it must be pre-approved by the NRC Project Manager.

VIII. PERIOD OF PERFORMANCE

The period of performance is for 4 months from the award date of this modification.

IX. TECHNICAL DIRECTION

Technical direction for this modification will be given by Andrea R. Jones, the Project Manager. She can be reached at 301-415-6231.