



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION I
631 PARK AVENUE
KING OF PRUSSIA, PENNSYLVANIA 19406

OCT 26 1978

Docket No. 50-220

Niagara Mohawk Power Corporation
ATTN: Mr. Thomas Lempges
Site Manager
P. O. Box 32
Lycoming, New York 13093

Gentlemen:

Subject: Request for contract copy as a result of meeting between
Niagara Mohawk Power Corporation and New York State Department
of Environmental Conservation on June 19, 1978.

As per the above referenced meeting, enclosed is a copy of the NRC/ NYS
contract, with modifications, for environmental monitoring in the vicinity
of the Nine Mile Point Nuclear Power Station.

Sincerely,

G. H. Smith, Chief
Fuel Facility and Materials
Safety Branch

Enclosure: As Stated

cc w/encl:

R. R. Schneider, Vice President, Electric Operations
T. J. Perkins, Station Superintendent
C. L. Stuart, Operations Supervisor
E. B. Thomas, Jr., Esquire
A. Z. Roisman, Natural Resources Defense Council (Without Report)

7811130041

881188

Contract No. Negotiation Pursuant to Type of Contract

AF(49-24)-0383

41 U.S.C. 252(c)(2)

Fixed Price

Issuing Office

U. S. Nuclear Regulatory Commission
Division of Contracts
Washington, D. C. 20555.

Contract For

Environmental Surveillance for measuring concentrations of radioactivity and radiat levels in the environment of Commission licensed activities located within the Stat and selected by the Commission

Contractor

State of New York

Accounting and Appropriation Date

FIN - B5109

B&R - 30-19-01

Place of Performance.

New York

Contract Amount

Amount obligated - \$6,750.00
See Article IV

Mail Vouchers to:

U. S. Nuclear Regulatory Commission
Office of the Controller
Washington, D. C. 20555
(4 copies)

Sponsor

Nuclear Regulatory Commission
Office of Inspection & Enforcement

Effective Date

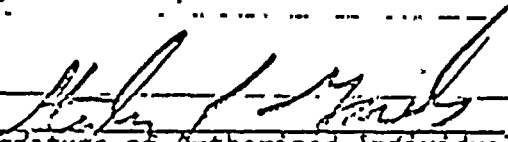
Expiration Date

9/30/76

12/30/76

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below:

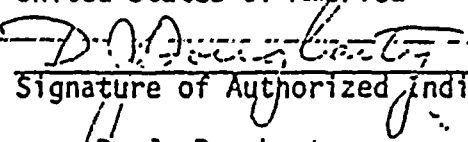
BY


Signature of Authorized Individual

Stephen L. Gordon

(Typed Name)

United States of America


Signature of Authorized Individual

D. J. Dougherty

(Typed Name)

TITLE First Deputy Commissioner

TITLE Chief, Technical Assistance
Contracts Branch, NRC

DATE

September 30, 1976

10/5/76



ARTICLE I- DEFINITIONS

(a) The term "Commission" means the United States Nuclear Regulatory Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the article entitled "Disputes."

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.

(c) The term "Contractor" means the state entering into this contract.

ARTICLE II- SCOPE OF WORK

The STATE and the Commission shall engage in a cooperative program for measuring concentrations of radioactivity and radiation levels in the environment of Commission licensed activities located within the STATE and selected by the Commission. The principal objectives of the program are to 1) provide reasonable assurance that environmental measurements made by the licensee under Commission requirements are valid and 2) achieve and maintain traceability to the National Bureau of Standards of the radioactivity measurements made by the licensee, the STATE and the Commission laboratory involved in this contract.

The full scope of this contract is set forth in Appendix A, attached to and, by reference made part of this contract.

ARTICLE III- PERIOD OF PERFORMANCE

(a) The period of performance hereunder shall commence upon the date of execution hereof and shall continue for a period of three (3) years unless sooner terminated or extended, as hereinafter provided.

(b) The STATE and the Commission, by mutual agreement, may extend the period of performance through the execution of supplemental agreements to this contract.



ARTICLE IV- LIMITATION OF GOVERNMENT LIABILITY,
OBLIGATIONS AND PAYMENT

(a) The support ceiling to the Government under a definitized contract resulting here from for performance of works called for in Article I and Attachment A thereto shall not exceed the amount stipulated as follows:

(1) The Commission will provide funds to the State in the following amounts for (5) sites that will receive environmental surveillance: (Indian Point Station, Nine Mile Point Nuclear Station, R.E. Ginna Nuclear Power Plant, Nuclear Fuel Services, Inc. (West Valley, N. Y.), and Union Carbide)

FY 1976 - \$ 5,000.00 per site, per year

FY 1977 - \$ 5,500.00 per site, per year

FY 1978 - \$ 6,000.00 per site, per year

FY 1979 - \$ 6,600.00 per site, per year

(b) The maximum liability to the Government for costs incurred under this Letter Contract shall not exceed \$ 6,750.00.

(c) The State will contribute, as a minimum, an amount to be definitized within ninety (90) days after the date of this Letter Contract.

(d) The amount presently obligated by the Commission in consideration of the STATE's performance of the work hereunder is \$6,750.00, chargeable to B&R No. 30-19-01 , FIN B5109.

(e) The maximum amount for which the Government will be liable if this Letter Contract is terminated is \$6,750.00.

(f) Payment to the State for services rendered hereunder for the period of this Letter Contract shall be in one (1) installment to be paid at the end of this Letter Contract upon submission by the State of a properly executed invoice to the Contracting Officer.



ATTACHMENT A. Statement of Work

RADIATION MONITORING PROGRAM REQUIREMENTS

I. PURPOSE

The purpose of the contract is to establish a collaborative program between the State of New York (hereafter called the STATE) and the Commission to provide independent measurements of radioactivity in the environment around selected Commission licensed activities and to provide reasonable assurance that a licensee's environmental measurements are valid and that radioactivity measurements are traceable to the National Bureau of Standards.

II. GENERAL REQUIREMENTS

The Commission and the STATE will collaborate in implementing and conducting programs at individual sites within the STATE in accordance with the following general requirements:

- A. The STATE within a reasonable time after the effective date of this contract will take action to provide facilities, qualified personnel and/or agencies as may be necessary to accomplish the work described in this contract. The STATE thereafter will maintain for the period of this contract, a sufficient level of effort to fulfill the objectives of the contract.
- B. Initially, programs will be undertaken only at the sites of the Indian Point Station, Nine Mile Point Nuclear Station, R. E. Ginna Nuclear Power Plant, Nuclear Fuel Services, Inc. (West Valley, New York), and Union Carbide. Other sites may be added to the program, or established programs may be modified or abandoned pursuant to Article II of the contract, with due regard being given to the obligation of Article IV.
- C. Attachment 1, 2, and 3 show the overall sampling and analyses requirements for facilities. Attachment 2 gives the minimum detectable capabilities for the samples analyzed. No onsite samples will be collected pursuant to the contract unless specifically requested or approved by the Commission.

III. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS

- A. The Commission's Office of Inspection and Enforcement (IE) will provide liaison, as necessary, between the STATE, and the licensee, in all matters relating to the programs conducted pursuant to the contract.
- b. The STATE will make all necessary contacts and arrangements for collecting samples in the offsite environment, e.g., obtaining access to private property, assistance of STATE or local agencies, arranging with private firms for services, etc.
- *c. Attachment 4 delineates the required program for Nuclear Fuel Services, Inc. Attachment 5 delineates the required program for Union Carbide.



• • •

- C. The Commission may participate at any time in the activities under these contracts, will assist the STATE in selecting sampling locations, arrange for laboratory support, as necessary, split samples periodically, and consult with the STATE on matters of mutual concern.
- D. The STATE will notify the Commission, IE, by telephone or telegraph as soon as practicable after it becomes aware of any observed unusual condition, level of radiation, or concentration of radioactive material measured in carrying out the programs at individual sites.
- E. The Commission, IE, will make the necessary inspections, investigations and inquiries to ascertain the status of compliance by the licensees with license provisions, rules, orders and regulations of the Commission and to determine the safety of licensee operations, and will initiate enforcement or other regulatory action as appropriate.

IV. REPORTING

- A. The STATE will provide the Commission with a report of all offsite analyses with comparisons of similar analyses by the respective licensee within 120 days after January 1 of each year. The report shall follow the format of Attachment 3. In the event that some results are not available within the 120 day period, the report shall be submitted noting and explaining the reasons for the missing results. The missing data shall be submitted as soon as possible in a supplementary report.
- B. If a confirmed measured level of radioactivity in any environmental sample required under this contract exceeds ten times the STATE'S or licensee's control station value, written notification shall be made to the Commission, IE within ten days after confirmation.*
- C. The Commission will arrange for the timely distribution of the reports within Commission and to the licensee, and any other Federal, State or local agencies as may be necessary in meeting the intent of the "National Environmental Policy Act of 1969" (Public Law 91-190, 83 Stat. 853, dated January 1, 1970) for keeping affected agencies informed.
- D. The Commission will work with the STATE in making the program findings publicly available through special bulletins and press releases and publication in appropriate technical journals or periodicals or otherwise to assure prompt and wide distribution of the data at minimum cost.

*A confirmatory reanalysis of the original, a duplicate or new sample may be desirable, as appropriate. The results of the confirmatory analysis shall be completed at the earliest time consistent with the analysis, but in any case within 30 days. If the high value is real, written notification to the Commission shall be made.



- E. The STATE will provide to the Commission a cost report on a semi-annual basis. This report will cover funds expended during the preceding six (6) months and will also cover to total expenditure of funds under this contract. This report shall be submitted to the Office of Inspection and Enforcement.



NUCLEAR POWER REACTOR RADIOLOGICAL MONITORING PROGRAMS

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type and Frequency of Analysis
AIRBORNE:			
Particulates	1 sample from location of high calculated ground level concentration and in close proximity of licensee sampler. 1 sample from control location.	One sample per month with sample collection one week or as required by dust loading whichever is more frequent.	Gross beta radioactivity following filter change, composite for gamma isotopic analysis and Sr 89, 90 quarterly.
Radioiodine	Same as particulates.	One sample per quarter.	Analyze for I-131.
<hr/>			
DIRECT:	2 or more dosimeters placed at 4 sites where licensee has placed dosimeters plus 1 control station.	Quarterly.	Gamma dose quarterly.
<hr/>			
WATERBORNE:			
Surface	1 sample, split with licensee, from immediate area of discharge, or if salt water discharge, sample split semiannually with licensee, of sediment indicator organism from discharge point.	Composite sample quarterly.	Gamma isotopic analysis, tritium and Sr 89, 90 quarterly.
<hr/>			
INGESTION:			
Milk	1 sample, split with licensee, at the offsite dairy farm or individual milk animal at the location having highest X/Q.	Quarterly.	Gamma isotopic, Sr 89, 90 and radiiodine analyses.



1 sample, split with licensee, from milking animals, where doses to an individual are calculated to be greater than 1 mrem per year.

Fish or
Invertebrates 1 sample, split with licensee, of a commercially or recreationally important species in vicinity of discharge point. Semiannually or in season. Gamma isotopic of edible portions.

Fruits or
Vegetables 2 samples split with licensee, of principal food products grown near point having the highest X/Q or from any area which is irrigated by water in which liquid plant wastes have been discharged or green leafy vegetables at a private garden or farm in the immediate area of the plant. At time of harvest. Gamma isotopic on edible portion. Radioiodine analysis on green leafy vegetable.



LOWER LIMIT OF DETECTION^a (LLD)

Analysis	Water (pCi/l)	Airborne Particulate or Gas (pCi/m ³)	Fish, Meat or Poultry (pCi/kg, wet)	Milk (pCi/l)	Vegetation (pCi/kg, wet)
gross beta	2	0.01			
³ H	330				
⁵⁴ Mn	15		130		
⁵⁹ Fe	30		200		
^{58,60} Co	15		130		
⁶⁵ Zn	30		260		
⁸⁹ Sr	10	5×10^{-3}	40	10	
⁹⁰ Sr	2	1×10^{-3}	8	2	
⁹⁵ Zr- ⁹⁰ Mo	10				
¹³¹ I	0.4	7×10^{-2}		0.4	80
¹³⁴ Cs, ¹³⁷ Cs	15	1×10^{-2}	130	15	80
¹⁴⁰ Ba-La	15			15	

^aThe nominal LLD is defined in HASL 300 (rev 8/74) pp D-08-01, 02, 03 at the 95% confidence level. The LLD for radionuclides analyzed by gamma spectrometry will vary according to the number of radionuclides encountered in environmental samples. These detection levels should be used as minimum criteria for objectives for instrumentation and analytical procedure selection. The LLD is calculated to the end of the total sampling period.



(Name of Facility)

(Location of Facility)

(Reporting Period)

<u>Medium or Pathway Sampled</u>	<u>Split or Duplicate Sample</u>	<u>Location Name</u>	<u>Distance & Direction</u>	<u>Date</u>	<u>State Results</u>	<u>License Res</u>
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ATTACHMENT 4

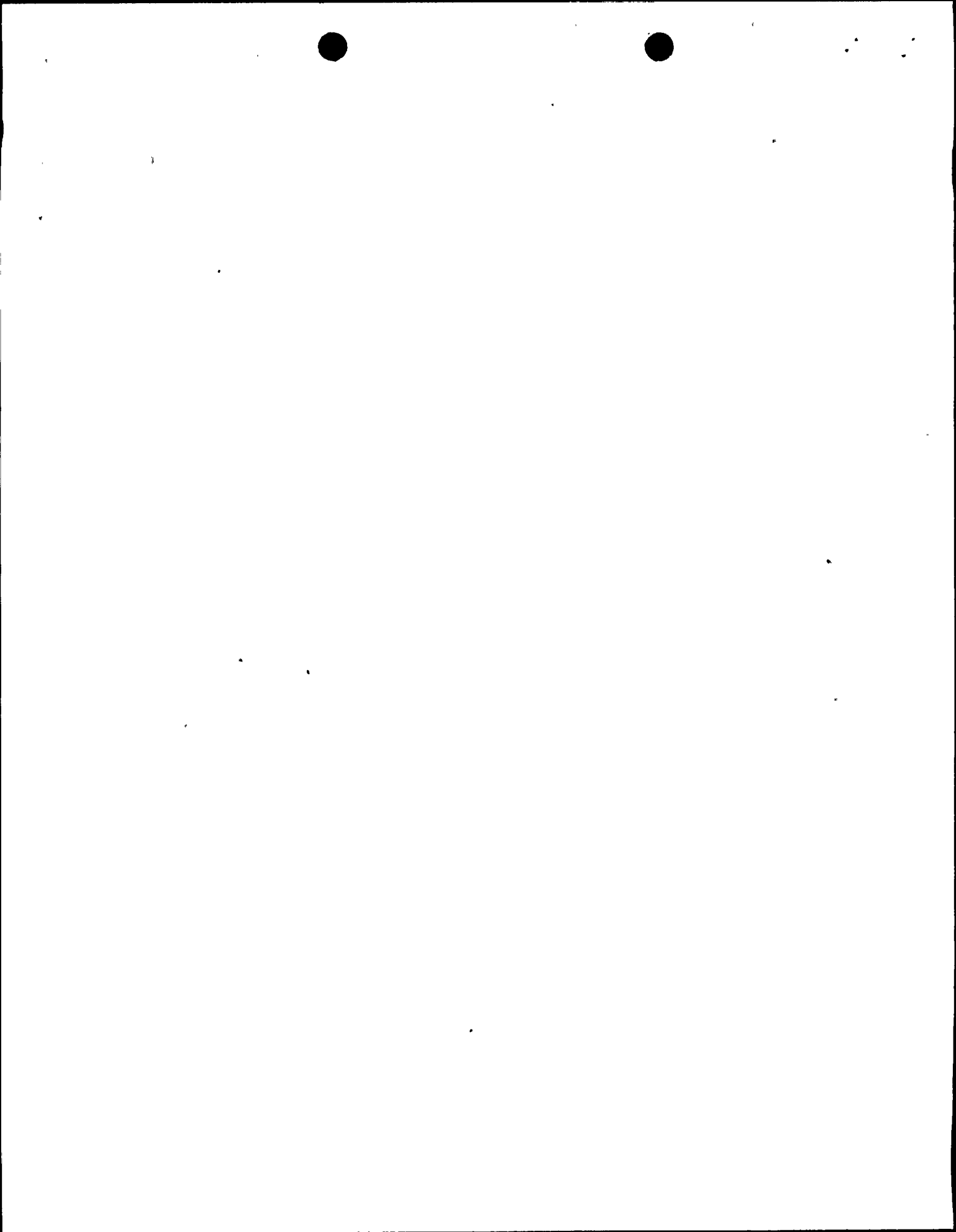
NUCLEAR FUEL SERVICES RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type and Frequency of Analysis
AIRBORNE:			
Particulates	1 sample from location of high calculated ground level concentration. 1 sample from control location.	1 sample per week.	Gross beta-weekly; Gamma isotopic-quarterly composite strontium 89, strontium 90, quarterly composite.
DIRECT:			
	2 or more dosimeters placed at 4 sites plus 1 control station	Quarterly.	Gamma dose quarterly.
WATERBORNE:			
	1 sample from immediate area of discharge - Cataraugus Creek	1 sample per Quarter.	Gross beta; tritium; gamma isotopic - all Quarterly.
INGESTION:			
Milk	2 sample locations - one at nearest dairy farm and one at nearest dairy farm in predominant wind direction.	1 sample per month during pasture season. 1 sample per Quarter at other times.	Gamma isotopic; strontium 89; strontium 90 - each sample.



UNION CARBIDE RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type & Frequency of Analysis
AIRBORNE:			
Particulates	1 sample from location of high calculated ground level concentration and close to site boundary. 1 sample from control location.	1 sample per week.	Gross beta-weekly; Gamma isotopic-monthly composite; strontium 89, strontium 90, quarterly composite.
Radioiodine	Same as particulates.	1 sample per week.	Analyze for iodine 125 and iodine 131 weekly.
DIRECT:			
	2 or more dosimeters placed at 4 sites plus 1 control station.	Quarterly	Gamma dose quarterly
WATERBORNE:			
	1 sample from immediate area of discharge	1 sample per month	Gross beta; tritium; iodine 125; iodine 131 - all monthly
INGESTION:			
Milk	2 sample locations - one at nearest dairy farm and one at nearest dairy farm in predominant wind direction.	1 sample per month during pasture season.	Gamma isotopic; iodine 125; iodine 131; strontium 89; strontium 90 - all monthly.



30, JULY 1966

45 ADMINISTRATION
143 CIFI 1-14 101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO. (1)	2. EFFECTIVE DATE	3. ACQUISITION/PURCHASE REQUEST	4. PROJECT NO. (If applicable)
5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, D. C. 20555	6. ADMINISTERED BY (If other than block 5)	CODE	

A. CONTRACTOR NAME AND ADDRESS State of New York New York State Dept. of Environmental Conservation ATTN: Tom Cashman 50 Wolf Road Albany, New York 12233	B. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9)
Street, city, county, state, and ZIP code	MODIFICATION OF CONTRACT/ORDER NO. AT(49-24)-0383 DATED 9/30/76 (See block 11)

THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors 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 signing and returning _____ copies of this amendment, (b) by acknowledging receipt of this amendment on 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of Mutual Agreement
It modifies the above numbered contract as set forth in block 12

DESCRIPTION OF AMENDMENT/MODIFICATION

- The expiration date of this letter contract as stipulated on the execution page is hereby changed from 12/30/76 to 1/31/77.
- Regarding article VI - DEFINITIZATION (b), delete where it reads: "Target Date Definitization - 90 days after date of letter contract (December 30, 1976)" and substitute in lieu thereof: "Target Date for Definitization 120 days after date of letter contract ("January 31, 1977)".

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR <i>Alfred Rich</i> Signature of person authorized to sign	17. UNITED STATES OF AMERICA BY <i>D. J. Dougherty</i> Signature of Contracting Officer
NAME AND TITLE OF SIGNED (Type in print) Alfred Rich, Asst. Commissioner	18. NAME OF CONTRACTING OFFICE (Type in print) D. J. Dougherty
16. DATE SIGNED	19. DATE SIGNED



4 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 20 22)	2. EFFECTIVE DATE 1/31/77	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
5. ISSUED BY CODE	6. ADMINISTERED BY (If other than block 5) CODE		

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, D. C. 20555

REACTOR NAME AND ADDRESS
CODE FACILITY CODE

State of New York
New York State Dept. of Environmental
Conservation
50 Wolf Road
Albany, New York 12233

8. AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)
Letter Contract

MODIFICATION OF CONTRACT/ORDER NO. AT(49-24)-0383

DATED 9/30/76 (See block 11)

BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Contractor 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) Signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND 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 letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

COUNTING AND APPROPRIATION DATA (If required)

LX0200.307 B&R 30-19-01 Fin B5109 \$20,750.00

BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

This Supplemental Agreement is entered into pursuant to authority of 41 U.S.C. 252(c)(2)

It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

Supplemental Agreement definitized Letter Contract No. AT(49-24)-0383
to a Cost Sharing Contract.

Whereas, the original amount obligated by the Commission and the maximum liability of the Government was \$6,750 the maximum liability of the Government is hereby increased by \$ 83,750 for a total obligation of \$90,500.

This modification represents agreement of both parties on the terms and conditions of the definitized contract as set forth herein.

The clauses contained in the original letter contract AT(49-24)-0383 shall remain in the definitized contract with full force and effect with the exception of the following deletions and additions:

- Deleted - (applicable until definitization date of letter contract)
- Article IV - Limitation of Government Liability, Obligations and Payment

Provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR: _____

17. UNITED STATES OF AMERICA
BY: D. J. Dougherty (Signature of Contracting Officer)

16. DATE SIGNED: JAN 26 1977

18. NAME OF CONTRACTING OFFICER (Type or print): D. J. Dougherty

19. DATE SIGNED: JAN 31 1977

NAME AND TITLE OF SIGNER (Type or print):
FIRST DEPUTY COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL CONSERVATION



Article V - Execution, Commencement of Work

Article VI - Definitization

Article VII - Termination

2. Additions - (effective upon definitization)

Article XIV - Government Support Ceiling/Obligation of Funds and State Contribution of Funds

- a. The Commission will provide funds to the state in the following support ceiling amounts for (5) site(s) that will receive environmental surveillance: Indian Point Station, Nine Mile Point Nuclear Station, R.E. Ginna Nuclear Power Plant, Nuclear Fuel Services, Inc.(West Valley, NY) and Union Carbide

FY 1977 - \$5,500 per site, per year

FY 1978 - \$6,000 per site, per year

FY 1979 - \$6,600 per site, per year

- b. The amount presently obligated by the Government with respect to this contract for the FY 1977 effort is \$20,750.00
- c. The total amount obligated under this contract since inception to include the letter contract amount is \$27,500.00
- d. The state will contribute the amounts as follows for the fiscal years indicated:

FY 1977 - \$ 27,500.00

FY 1978 - \$ 30,000.00

FY 1979 - \$ 33,000.00

Article XV - Payment

Payments to the state for services rendered hereunder will be made in equal installments, not more frequently than on a quarterly basis, upon submission by the state of properly issued invoices to the Contracting Officer.

3. Regarding the Work Statement, paragraph VI.E., delete the last sentence and add "This report shall be submitted to the Office of Inspection and Enforcement and the Contracting Officer."



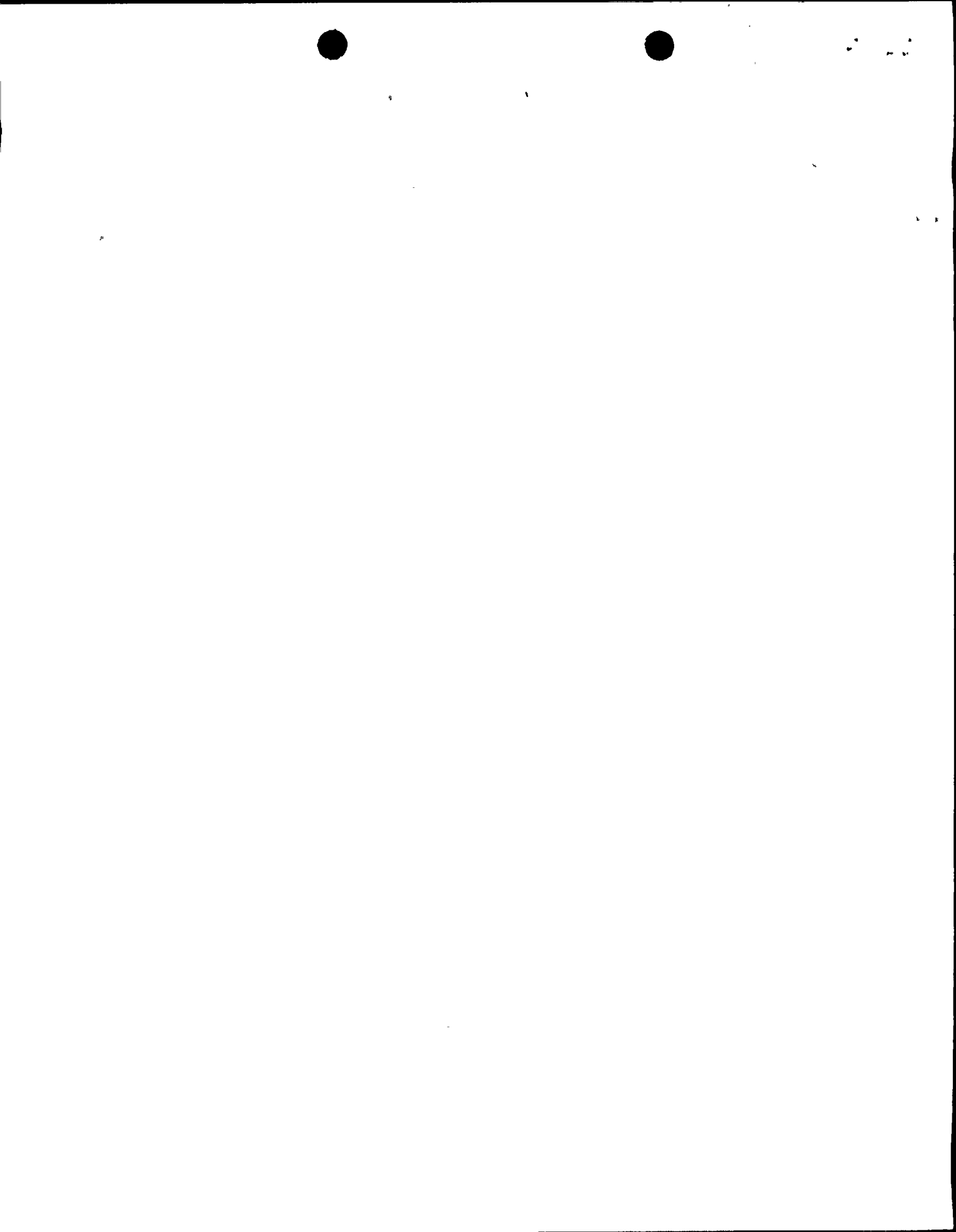
Contents of Contract

This Definitized Contract Consists of:

1. Cover Page
2. Contents of Contract Page
3. Special Provisions:

- Article I - Definitions
- Article II - Scope of Work
- Article III - Period of Performance
- Article IV - Deleted
- Article V - Deleted
- Article VI - Deleted
- Article VII - Deleted
- Article VIII - Division of Responsibility
- Article IX - Nondiscrimination
- Article X - Order of Precedence
- Article XI - Participation of Other Government Agencies
- Article XII - Availability of Data
- Article XIII - General Provisions/Alterations
- Article XIV - Government Support Ceiling/Obligation of Funds and
State Contribution of Funds
- Article XV - Payment

General Provisions (July 22, 1976)
Representations and Certifications



1. AMENDMENT/MODIFICATION NO. 3		2. EFFECTIVE DATE 10/6/77	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
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ISSUED BY U.S. Nuclear Regulatory Commission	CODE	6. ADMINISTERED BY (If other than block 5)	CODE
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CONTRACTOR NAME AND ADDRESS State of New York Department of Environmental Conservation 50 Wolf Road Albany, N Y 12233	CONTRACTOR CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	DATED (See block 9)
			<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. NRC-05-76-383	DATED 9/30/76 (See block 11)

THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors 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 signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on 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 ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

B&R 30-19-01 31X0200.308 FIN No. B5109 \$30,000.00

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of **41 U.S.C. 252(c)(10)**
 It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

Article XIV - Government Support Ceiling/Obligation of Funds and State Contribution of Funds, the following changes are made:

A. Line (b.) is deleted in its entirety and the following new line (b.) is substituted in lieu thereof:

"b. The amount presently obligated by the Government with respect to this contract for the FY'78 effort is \$30,000.00;

B. Line (c.) is deleted in its entirety and the following new line (c.) is substituted:

"c. The total amount obligated under this contract since its inception is \$57,500.00.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR		17. UNITED STATES OF AMERICA	
NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print)
			Kellogg V. Morton
			19. DATE SIGNED

