

AWARD/CONTRACT

1 CONTRACT (From last issue) NO **NRC-29-83-627** 2 EFFECTIVE DATE **1/1/83** 3 REQUISITION/PURCHASE REQUEST/PROJECT NO **RGII-83-627** 4 CERTIFIED FOR NATIONAL DEFENSE UNDER DISA REG. 2 AND/OR DMS STD. 1, RATING: _____

5 ISSUED BY **U. S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555** CODE _____ 6 ADMINISTERED BY **(If other than block 5)** CODE _____ 7 DELIVERY FOR BEST PRACTICE OTHER (See below)

8 CONTRACTOR NAME AND ADDRESS **North Carolina Department of Human Resources
 Environmental Radiation Section
 P. O. Box 12200
 Raleigh, NC 27605-2200
 ATTN: Dr. S. W. Fong** CODE _____ FACILITY CODE _____ 9 DISCOUNT FOR PROMPT PAYMENT **Net**

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12 **12**

11 SHIP TO/MARK FOR **U. S. Nuclear Regulatory Commission
 ATTN: Mr. Daniel Montgomery, Region II
 101 Marietta Street, N.W., Suite 3100
 Atlanta, GA 30303** CODE _____ 12 PAYMENT WILL BE MADE BY **U. S. Nuclear Regulatory Commission
 Office of Resource Management
 Division of Accounting and Finance
 Washington, DC 20555** CODE _____ ATTN: **GOV/COMM
 ACCOUNTS**

13 THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (a)(1)

14 ACCOUNTING AND APPROPRIATION DATA
 APPN No. **31X0200.923** B&R No. **92193002** FIN No. **B8406** Amount: **\$2,600.00**

15 ITEM NO.	16 SUPPLIES/SERVICES	17 QUANTITY	18 UNIT	19 UNIT PRICE	20 AMOUNT
	COOPERATIVE AGREEMENT: RADIATION MONITORING PROGRAM REQUIREMENTS WITH THE STATE OF NORTH CAROLINA				
<p>8302220025 830208 PDR CONTR NRC-29-83-627 PDR</p>					

21. TOTAL AMOUNT OF CONTRACT \$ **8,700.00**
 CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which appear on or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR **Source Canyon** BY *[Signature]* (Signature of person authorized to sign)

24. NAME AND TITLE OF SIGNER (Type or print) **I. O. Wilkerson, Jr., Director
 Division of Facility Services DHR**

25. DATE SIGNED **1/31/83**

27. UNITED STATES OF AMERICA BY *[Signature]* (Signature of Contracting Officer)

28. NAME OF CONTRACTING OFFICER (Type or print) **Kellogg V. Morton**

29. DATE SIGNED **1/31/83**

CONTENTS OF COOPERATIVE AGREEMENT

1. Contents of Cooperative Agreement Page
2. Special Provisions
 - ARTICLE I - DEFINITIONS
 - ARTICLE II - SCOPE OF WORK
 - ARTICLE III - PERIOD OF PERFORMANCE
 - ARTICLE IV - DIVISION OF RESPONSIBILITY
 - ARTICLE V - CONSIDERATION AND PAYMENT
 - ARTICLE VI - DISPUTES
 - ARTICLE VII - AVAILABILITY OF DATA
 - ARTICLE VIII - PARTICIPATION OF OTHER GOVERNMENT AGENCIES
 - ARTICLE IX - EXAMINATION OF RECORDS
 - ARTICLE X - OFFICIALS NOT TO BENEFIT
 - ARTICLE XI - COVENANT AGAINST CONTINGENT FEES
 - ARTICLE XII - CONVICT LABOR
 - ARTICLE XIII - NONDISCRIMINATION
 - ATTACHMENT A - STATEMENT OF WORK

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 cooperative agreement 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 cooperative agreement.
- D. The term "Technical Representative" means the person in OIE Headquarters or Region ~~IV~~ who is responsible for the technical aspects of this cooperative agreement.

ARTICLE II - SCOPE OF WORK

The State and the Commission shall engage in a cooperative agreement for measuring radiation levels in the environment of the Commission-licensed activities at sites selected by the Commission. The principal objective of the program is to independently monitor direct radiation levels in the environs around nuclear facilities.

The full scope of this cooperative agreement is set forth in Attachment A, STATEMENT OF WORK, which is attached hereto and by this reference made a part of this cooperative agreement.

ARTICLE III - PERIOD OF PERFORMANCE

- A. The period of performance hereunder shall commence on January 1, 1983, and shall continue through December 31, 1985, unless sooner terminated or extended, as herein provided.
- B. The State and the Commission, by mutual agreement, may extend the period of performance through the execution of supplemental agreements to this cooperative agreement.
- C. Either party may terminate this cooperative agreement, in whole or in part, upon 60 days written notice to the other party. If this cooperative agreement is so terminated, the Commission shall be liable only for payment in accordance with the consideration and payment provisions of this cooperative agreement for services rendered prior to the effective date of termination.

ARTICLE IV - DIVISION OF RESPONSIBILITY

In the performance of work under this cooperative agreement, the division of responsibility shall be as follows:

- A. At the request of the Commission, the State will conduct offsite activities which shall consist of exchanging dosimeters for measuring radiation levels, as specified in Attachment A.
- B. The Commission will participate with the State in developing schedules collection procedures, and other aspects of the program.

ARTICLE V - CONSIDERATION AND PAYMENT

A. Consideration

1. The Commission will provide funds subject to the availability of appropriations, to the State in the amount of \$8,700.00 during the three (3) year period of performance. The rate of payment to the State will be as follows:

CY 1983 - \$1,300.00 per site, per year/TLD program

CY 1984 - \$1,450.00 per site, per year/TLD program

CY 1985 - \$1,600.00 per site, per year/TLD program

2. The State will contribute, as a minimum, an amount or in kind services equal to the Commission's contribution in 1. above.
3. The amount presently obligated by the Commission with respect to this cooperative agreement for the CY-1983 effort is \$2,600.00.

B. Payment

1. The Commission shall render payment to the State in approximately 30 days after submission of proper and correct quarterly vouchers.
2. The State should address the original voucher with four copies to:

U. S. NUCLEAR REGULATORY COMMISSION
Office of Resource Management
Division of Accounting and Finance
ATTN: Government/Commercial Accounts
Washington, D. C. 20555

ARTICLE VI - DISPUTES

- A. Except as otherwise provided in this cooperative agreement, any dispute concerning a question of fact arising under this cooperative agreement which is not disposed of by mutual agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the State. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the State mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the State shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the State shall proceed diligently with the performance of the cooperative agreement and in accordance with the Contracting Officer's decision.
- B. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A. above: Provided, that nothing in this cooperative agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE VII - AVAILABILITY OF DATA

Any and all data collected, pursuant to this cooperative agreement by either party alone or jointly, shall be available in full to the other party. All data collected by the State, pursuant to this cooperative agreement, shall be sent to the NRC Region

To assure validity and accuracy of data released for publication, each party shall have 30 days from receipt of data under the program to review such data for the purpose of verification, as appropriate, prior to release to the public, unless otherwise required by law, or both parties agree to release.

ARTICLE VIII - PARTICIPATION BY OTHER GOVERNMENT AGENCIES

The Commission shall have the right to request and accept the participation of other Federal Government agencies in the program and to keep other interested Federal agencies fully and currently informed of the activities undertaken under this cooperative agreement.

ARTICLE IX - EXAMINATION OF RECORDS

The State agrees that the Commission and the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this cooperative agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this cooperative agreement.

ARTICLE X - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this cooperative agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this cooperative agreement if made with a corporation for its general benefit.

ARTICLE XI - COVENANT AGAINST CONTINGENT FEES

The State warrants that no person or selling agency has been employed or retained to solicit or secure this cooperative agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty the Federal Government shall have the right to annul this cooperative agreement without liability or in its discretion to deduct from the cooperative agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XII - CONVICT LABOR

In connection with the performance of work under this cooperative agreement, the State agrees not to employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE XIII - NONDISCRIMINATION

The State agrees to comply with the Commission's Regulation (Part 4 of Title 10, Chapter 1, Code of Federal Regulations), as amended, effectuating the provisions of Title VI of the Civil Rights Act of 1964 and Title IV of the Energy Reorganization Act of 1974, as amended.

ENCLOSURE A

STATEMENT OF WORK

RADIATION MONITORING PROGRAM REQUIREMENTS

I. PURPOSE

The purpose of this cooperative agreement is to establish a collaborative program between the State of North Carolina (hereinafter called the "State") and the Commission to provide independent measurements of radiation levels in the environment around selected Commission licensed activities, and to provide reasonable assurance that a licensee's TLD derived direct radiation measurements are valid.

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 cooperative agreement, will take action to provide facilities, qualified personnel and/or agencies as may be necessary to accomplish the work described in this cooperative agreement. The State thereafter will maintain for the period of this cooperative agreement, a sufficient level of effort to fulfill the objectives of the cooperative agreement.
- B. Programs will be undertaken at the following sites:
 - Brunswick Steam Electric Plant (TLD Program)
 - William B. McGuire Nuclear Station (TLD Program)
- C. No on-site samples will be collected pursuant to the cooperative agreement unless specifically requested or approved by the Commission.

III. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS

- A. The Region II NRC Technical Representative will provide technical liaison, as necessary, between the State and the licensee, in all matters relating to the program conducted pursuant to the cooperative agreement.
- B. The State will make all necessary contacts and arrangements for collecting samples in the off-site environment, e.g., obtaining access to private property, assistance of State or local agencies, arranging with private firms for services, etc.
- C. The Commission will assist the State in selecting sampling locations, arranging for laboratory support, as necessary, and consulting with the State on matters of mutual concern.

- D. The State will exchange TLD's at stations established jointly by the Commission and the State on a frequency of 92 ± 7 days. The interval between exchanges shall not be smaller than 80 days nor larger than 100 days.

During an exchange, the State will replace TLD's currently in the field with annealed TLD's supplied by NRC Region I office. Intransit control TLD will be placed in lead cask upon arrival at State's point of dispatch.

Exposed TLD's will be shipped back to NRC Region I as soon as possible by conveyance agreed upon by the Commission and State.

- E. The State will notify the NRC Region II office by telephone (404/221-4503, FTS 242-4503) and written confirmation as soon as practicable after it becomes aware of any observed unusual condition, level of radiation, or concentrations of radioactive material measured in carrying out the programs at individual sites.
- F. The Commission will make the necessary inspections, investigations, and inquiries to ascertain the status of compliance by the licensee(s) 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. Results of such inspections, investigations, or inquiries conducted in response to such notification shall be provided to the State.

IV. REPORTING

- A. The Commission will arrange for the timely distribution of the reports within the 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.
- B. The Commission will work with the State in making the program findings publicly available through special bulletins, press releases, and publication in appropriate technical journals or periodicals, or otherwise, to assure prompt and wide distribution of the data at minimum cost.
- C. The State will provide to the Commission on a quarterly basis, a report covering NRC funds expended during the preceding quarter, a total expenditure of funds under this cooperative agreement, and a tabulation of Services Rendered by facility. This report shall be submitted to the Contracting Officer.