

APPENDIX A
DOCUMENTS BEING PLACED IN THE PDR

NUMBER	DATE	DESCRIPTION
1.	Undated	Cooperative Agreement - "Environmental Monitoring Program for the State of New York." (16 pages)
2.	Various	Eleven (11) Contract Modifications with the New York State Department of Health. (45 pages) [NOTE: Modification numbers 8, 9 and 11 state that payments will be made for programs at Indian Point Nuclear Generating Station and/or Nine Mile Point Nuclear Station/Fitzpatrick Nuclear Plant.]

50
August 8, 1989

NEW YORK, STATE OF
EMPIRE STATE PLAZA
ALBANY NY 12237

Gentlemen:

Subject: CHANGE IN BILLING AND PAYMENT PROCEDURES
Contract NRC-28-83-610-00, Modification 77

Enclosed for your review and compliance is one unilaterally issued contract modification which incorporates significant changes in agency billing requirements, effective October 1, 1989.

PLEASE REVIEW THE REVISED BILLING INSTRUCTIONS CAREFULLY. Failure to submit invoices in accordance with ALL requirements contained in the billing instructions will result in rejection of your invoice as improper.

Please note that NRC's Designated Agency Billing Office has changed. Therefore, invoices MAILED AFTER September 25, 1989 must be submitted to the following address:

U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, D.C. 20555

Invoices which are received at other than the above address on or after October 1, 1989 will not be considered proper invoices and will be returned.

Acknowledgement of receipt of this modification is required. Therefore, please sign and return this letter to: U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management, Contract Administration Branch, Attention: Ms. Mary Eberhart, P-902, Washington, D. C. 20555.

Should you have any questions regarding this matter, please contact Anita Hughes, Contract Administrator, on (301) 492-8353.

Sincerely,

(origl. signed)

Timothy F. Hagan
Contracting Officer

ACKNOWLEDGEMENT OF RECEIPT.

By: _____

Title: _____

Date: _____

cc: KOTTAN, J.

AMENDMENT OF SOLICITATION, MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO. 10
 3. EFFECTIVE DATE 10/01/89
 4. REQUISITION/PURCHASE REQ. NO. RFPA dated 08/06/89
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE
 7. ADM. INTERFERED BY (if other than Item 6) CODE

U. S. Nuclear Regulatory Commission
 Division of Contracts & Property Management
 Contract Administration Branch; (P-902)
 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NEW YORK, STATE OF
 EMPIRE STATE PLAZA
 ALBANY NY 12237

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X NRC-26-83-610-00

10B. DATED (SEE ITEM 12)

01/01/83

CODE FACILITY CODE

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 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 PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY BE CONSIDERED AS A REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by separate 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)
 NO CHANGE

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

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 14A)

X 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)

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

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

Effective October 1, 1989, billing instructions and payment procedures are changed. This modification is issued to:

- Change the Designated Agency Billing Office for invoices.
- Incorporate revised billing instructions.

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)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Timothy F. Hagan, Contracting Officer

15B. CONTRACTOR/OFFEROR
 (Signature of person authorized to sign)

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA
 BY *Paul J. Elliott*
 (Signature of Contracting Officer)

15C. DATE SIGNED

8/9/89

Accordingly, the contract is hereby modified as follows:

1. The Designated Agency Billing Office for invoices is changed. Therefore, the following address is deleted in its entirety

"U. S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management, MNBB 11104
Washington, D.C. 20555"

and replaced with the following address wherever it appears in the body of the contract:

"U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, D.C. 20555"

(Payment will continue to be made by the office indicated in Block 13 of SF 26 or Block 25 of SF 33, whichever is applicable.)

2. Delete all previous billing instructions and replace with the attached billing instructions dated 8/89.

All other terms and conditions of the contract remain unchanged.

Attachment:
Billing Instructions dated 8/89

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U. S. Government Printing Office, 701 North Capitol Street, Washington, D.C. 20801.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, Mailstop P-902
Washington, D.C. 20555

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U. S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mail Room
Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit an voucher or invoice only after NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strikeouts). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Project Officer's name as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U. S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U. S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

"ENVIRONMENTAL MONITORING PROGRAM
FOR THE STATE OF NEW YORK"

RGI-83-610

A/)

CONTENTS OF
COOPERATIVE AGREEMENT
NRC

1. Cover Page
2. Contents of Cooperative Agreement Pages
3. 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.

ARTICLE II SCOPE OF WORK

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

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 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 cooperative agreement.
- C. Either party may terminate this cooperative agreement, in whole or in part, upon sixty (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 off-site activities which shall consist of deploying and retrieving thermoluminescent dosimeters (TLDs) and returning them to the NRC as specified in Attachment A.

- B. The Commission will participate with the State in developing schedules, procedures, reading dosimeters and preparing and submitting a report covering the results of the program.
- C. The State will prepare and submit to the Commission reports in a format and time sequence as specified in Attachment A.

ARTICLE V - CONSIDERATION AND PAYMENT

A. Consideration

1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$ 172,550 during the three (3) year period of performance. The rate of payment to the State will be as follows:

CY 1983 - \$ 9,600 per site, per year/environmental media program

CY 1983 1,300 per site, per year/TLD program

CY 1984 - 10,600 per site, per year/environmental media program

CY 1984 1,450 per site, per year/TLD program

CY 1985 - 11,700 per site, per year/environmental media program

CY 1985 1,600 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 \$ 51,900.

B. Payment

1. The Commission shall render payment to the State in approximately thirty (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
ATTN: Director, Division of Accounting
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 I Office, 631 Park Avenue, King of Prussia, PA 19406, ATTN: Chief, Radiological Safety Branch.

To assure validity and accuracy of data released for publication, each party shall have thirty (30) days from receipt of data under the program to review such data for the purpose of verification, as appropriate, prior to the 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.

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 site 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:

- ✓Indian Point Nuclear Generating Station
- ✓Nine Mile Point Nuclear Station
- James A. FitzPatrick Nuclear Power Plant
- ✓R.E. Ginna Nuclear Power Plant
- ✓West Valley (NFS) Site (EM only)
- ✓Union Carbide Site (EM only)

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 V.

C. Attachments 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 on-site 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 Region I Office 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 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 STATE will make all necessary contacts and arrangements with the licensee to split samples with the licensee, obtain duplicate samples and obtain licensee's data on the comparative samples.
- D. The Commission will assist the STATE in selecting sampling locations, arranging for laboratory support, as necessary, splitting samples periodically, assisting STATE in obtaining licensee's comparative data, and consulting with the STATE on matters of mutual concern.
- E. The STATE will exchange TLDs at stations established jointly by the Commission and the State on a frequency of 92 ± 7 days starting on January 1, 1983. The interval between exchanges shall not be smaller than 80 days nor larger than 100 days.

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

Exposed TLDs will be shipped back to NRC Region I as soon as possible by conveyance agreed upon by the Commission and STATE.

- F. The STATE will notify the NRC Region I Office by telephone 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.
- G. The Commission 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. Results of such inspections, investigations, or inquiries conducted in response to such notification shall be provided to the STATE.

IV. REPORTING

- A. The STATE will provide the Commission with an annual report of all off-site 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. If samples are not available, data analysis is not expected. However, a brief explanation as to why the sample was not provided is requested. If samples or data are not available because of the reluctance of the licensee to provide them, the NRC Regional Technical Representative should be notified as soon as possible. The annual report shall also include a summary of the STATE's EPA crosscheck program results for the past year.
- B. 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.
- C. 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.
- D. 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. The format is shown in Attachment 4. This report shall be submitted to the Contracting Officer.

ATTACHMENT 1

ENVIRONMENTAL RADIOLOGICAL VERIFICATION MONITORING PROGRAM
AROUND NUCLEAR POWER PLANTS

<u>Exposure Pathway and/or Sample</u>	<u>Number of Samples and Location</u>	<u>Sampling and Collection Frequency</u>	<u>Type of Frequency of Analysis</u>
AIRBORNE: Particulates	One sample from location of high calculated ground level concentration and in close proximity of licensee sampler.	Continuous operation of sampler with sample collection as required by dust loading but at least once per 7 days.	Gross beta radioactivity following filter change composite for gamma isotopic analysis quarterly.
	One sample from control location.		
Radioiodine	Same as particulates.	One sample per month.	Analyze for I-131
<hr/>			
WATERBORNE: Surface	One sample, split with licensee, from immediate area of discharge, (or at nearest downstream drinking water supply) and one sample at upstream control location.	Composite sample monthly.	Gamma isotopic analysis monthly and tritium quarterly.
<hr/>			
INGESTION: Milk	One sample, split with licensee, at the off-site dairy farm or individual milk animal at the location having highest X/Q.	Monthly.	Gamma isotopic and radioiodine analyses.
Fish or Invertebrates	One 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.

Attachment 1 (cont'd)

2

<u>Exposure Pathway and/or Sample</u>	<u>Number of Samples and Location</u>	<u>Sampling and Collection Frequency</u>	<u>Frequency of Analysis</u>
Food Products	Two 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.
Sediment from Shoreline	One sample split with licensee	Annually.	Gamma isotopic analysis.

ATTACHMENT 1a

UNION CARBIDE RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type & Frequency of Analysis
AIRBORNE:	1 sample from location of high calculated ground level concentration and close to site boundary.	1 sample per week.	Gross beta-weekly; Gamma isotopic on quarterly composite.
	1 sample from control location.		
Radiolodine	Same as particulates.	1 sample per week.	Analyze for iodine 131 weekly.
DIRECT:	To be determined by NRC.	Quarterly	To be performed by NRC.
WATERBORNE:	1 sample from immediate area of discharge.	1 sample per month.	Gross beta; tritium iodine 125; iodine 131-all monthly.
INGESTION:			
Food Products	Location to be determined from license Land Use Census.	At time of harvest. One sample of broad leaf vegetable.*	I-131 analysis.

* To be provided by licensee.

Attachment . .

NUCLEAR FUEL SERVICES RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samp'les and Location	Sampling and Collection Frequency	Type & Frequency of Analysis
AIRBORNE:			
Particulates	1 sample from location of high calculated ground level concentration.	1 sample per week.	Gross beta-weekly; Gamma isotopic-quarterly composite; strontium 90, quarterly composite.
	1 sample from control location.		
DIRECT:			
	To be determined by NRC.	Quarterly.	To be performed by NRC.
WATERBORNE:			
	1 split sample *from immediate area of discharge - Cateraugus 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 during the month of August.	Gamma isotopic, strontium 90 - each sample.

*To be provided by NFS

ATTACHMENT 2
DETECTION CAPABILITIES FOR ENVIRONMENTAL SAMPLE ANALYSES

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)	Food Products (pCi/kg, wet)	Sediment (pCi/kg, dry)
gross beta	2	0.01				
3H	330					
54Mn	15		130			
59Fe	30		260			
58, 60Co	15		130			
65Zn	30		260			
95Zr-Nb	10					
131I	0.4	7 x 10 ⁻²		1	60	
134Cs, 137Cs	15	1 x 10 ⁻²	130	15	60	150
140Ba-La	15			15		

a. The nominal LLD is defined in HAST 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.

ATTACHMENT 3

Name of Facility

(Location of Facility (Reporting Period))

Medium or Pathway Sampled	Split or Duplicate Sample	Location Name	Distance & Diraction	Date	State Results	Licensee Results
------------------------------	------------------------------	------------------	-------------------------	------	------------------	---------------------

ATTACHMENT 4

Description of Services Rendered

Facility _____ Location _____

No. Samples	Sample Type	Analyses Performed					No. Analyses
		Beta	Gamma	Tritium	I-131		
18	Air Particulate	18	6				24
58	Radioiodine		58				58
18	TLDs						18
6	Water		6	4			10
2	Sediment		2				2
2	Milk		2		2		4
0	Food Products						0
2	Fish		2				2
							118

Man-hours expended:

Field Sampling	351 hours
Analytical Services	229 hours
Quality Assurance	46 hours
Administration	121 hours
	753

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-28-83-610

MODIFICATION NUMBER

One (1)

NEW MODIFICATION

OTHER (Specify)

TO: John McOscar, Chief
(Title)
Administrative Branch

Division of Resource Mgmt. & Admin, Region 1
(Organization)

CONTRACT BASED ON:

AUTHORIZATION NUMBER

RGI-83-610

DATE

8/5/83

FROM: *Donna M. Umbel* 9/30/83
(Date)
Donna M. Umbel, Contract Administrator

Technical Contracts Branch

DIVISION OF CONTRACTS, ADM

CONTRACT CHANGES PER THIS ACTION:

Adds funds to incorporate program

CONTRACTOR (Name & Location)

New York State Dept. of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

EXECUTION DATE

September 29, 1983

TYPE OF CONTRACT

cooperative agreement

PROJECT TITLE

Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1/1/83 - 12/31/85

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

Frank Costello

FUNDING	E&R NUMBER	FIN NUMBER	AMOUNT	
	91-19-30-04	B-8355		
	NEW NRC FUNDS			\$ 1,300
	TOTAL FY 83 FUNDING			\$ 53,200
	TOTAL NRC OBLIGATIONS		\$ 53,200 / <i>A/2</i>	

GOVERNMENT PROPERTY

N/A

ATTACHMENT(S):

CONTRACT DOCUMENT # 1 copy

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/ MODIFICATION NO. One (1)	EFFECTIVE DATE 1/1/83	3. REQUISITION/PURCHASE REQUEST	4. PROJECT NO. (If applicable)
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555	COFH	6. ADMINISTERED BY (If other than block 5)	COFH

7. CONTRACTOR NAME AND ADDRESS New York State Department of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, NY 12237	8. FACILITY CODE	9. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9)	10. MODIFICATION OF CONTRACT/ORDER NO. NRC-28-83-610 DATED 3/16/83 (See block 11)
---	------------------	---	--

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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

APPN No. 31X0200.913 B&R No. 91193004 FIN B8355 Obligate: \$1,300

13. 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.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to incorporate TLD program participation at the Shoreham Nuclear Power Station as of January 1, 1983. In order to accomplish this, the following changes are hereby made

A. Article V - Consideration and Payment, A. Consideration, and revises Paragraphs 1 and 3 as follows:

- The total estimated amount of the agreement is increased by "\$4,350" from "\$172,550" to "\$176,900."
- The amount of funds presently obligated is increased by "\$1,300" from "\$51,900" to "\$53,200."

B. In accordance with the agreement under Article II - Scope of Work, the "Shoreham Nuclear Power Station" for TLD program participation only is hereby incorporated under Section II of the Statement of Work entitled General Requirements.

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

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR BY <i>William F. Leavy</i> (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY <i>Raymond P. Gustave</i> (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) William F. Leavy Exec. Deputy Director, OPH	16. DATE SIGNED 9/29/83
18. NAME OF CONTRACTING OFFICER (Type or print) Raymond P. Gustave	19. DATE SIGNED SEP 29 1983

8310130385

NRC FORM 255

DIVISION OF CONTRACTS
 U.S. NUCLEAR REGULATORY COMMISSION
 WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

TO: John McOscar, Chief
(Title)
Administrative Branch
Division of Resource Management and Admin.
(Organization) Region I

FROM: David McDermott 3/11/83
(Contract Specialist) (Date)
David McDermott
Technical Contracts Branch

DIVISION OF CONTRACTS, ADM

CONTRACTOR (Name & Location)
New York State Department of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

PROJECT TITLE
Radiation Monitoring Program Requirements

FUNDING	B&R NUMBER	FIN NUMBER	AMOUNT
	91193004	B8355	
	NEW NRC FUNDS		\$ 51,900.00
	TOTAL FY 83 FUNDING		\$ 51,900.00
TOTAL NRC OBLIGATIONS		\$ 51,900.00	

GOVERNMENT PROPERTY
 N/A

CONTRACT NUMBER
 NRC-28-83-610

MODIFICATION NUMBER
 NEW MODIFICATION
 OTHER (Specify)

CONTRACT BASED ON
 AUTHORIZATION NUMBER
RFPA RGI-83-610
12/29/82
 DATE

CONTRACT CHANGES PER THIS ACTION
New State
Cooperative Agreement

EXECUTION DATE
 MAR 16 1983

TYPE OF CONTRACT
 Cooperative Agreement

PERIOD OF PERFORMANCE
 1/1/83 - 12/31/85

PRINCIPAL INVESTIGATOR
 Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE
 Frank Costello

ATTACHMENT(S)
 CONTRACT DOCUMENT: 1 copy

8303290018

NRC-28-83-610 1/1/83 RGI-83-610

ISSUED BY CODE ADMINISTERED BY (If other than block 3) CODE

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

7. DELIVERY DATE DIS
 MATCON
 OTHER (Specify)

CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE 9. DISCOUNT FOR PROMPT PAYMENT

New York State Department of Health
Bureau of Environmental Radiation Protection
ATTN: Dr. Karim Rimawi
Empire State Plaza
Albany, NY 12237

Net

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

11. SHIP TO/MARK FOR CODE 12. PAYMENT WILL BE MADE BY CODE

J. S. Nuclear Regulatory Commission
ATTN: Mr. Frank Costello, Region 1
631 Park Avenue
King of Prussia, PA 19406

U. S. Nuclear Regulatory Commission
Office of Resource Management
Division of Accounting and Finance
Washington, DC 20555

ATTN: GOV/CO
ACCO

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

4. ACCOUNTING AND APPROPRIATION DATA

APPN No. 31X0200.913 B&R No. 91193004 FIN No. 88355 Amount: \$51,900.00

13. ITEM NO.	14. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	COOPERATIVE AGREEMENT: RADIATION MONITORING PROGRAM REQUIREMENTS WITH THE STATE OF NEW YORK				

21. TOTAL AMOUNT OF CONTRACT \$172,550.00

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.) You, when on Solicitation Number _____ including additions or changes made by you which additions or changes are set forth in the 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. If further contractual document is necessary.

23. NAME OF CONTRACTOR
William F. Leavy
(Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
K. V. Morton
(Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print)
William F. Leavy
Executive Deputy Director

25. DATE SIGNED
2/28/83

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

29. DATE SIGNED
3-16-83

NRC FORM 255
(10-76)

File

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

CONTRACT NUMBER

NRC-28-83-610

MODIFICATION NUMBER

Two (2)

NEW MODIFICATION

OTHER (Specify)

NOTIFICATION OF CONTRACT EXECUTION

TO: John McOscar, Chief
(Title)
Administrative Branch
Division of Resource Mgmt. & Admin., Region 1
(Organization)

CONTRACT BASED ON:

AUTHORIZATION NUMBER

RFPA RG1-83-610

DATE

10/11/83

FROM: Donna Umbe1
(Contract Specialist) 11/1/83
(Date)

CONTRACT CHANGES PER THIS ACTION

Provide funds for CY84,
incorporate EM at Shoreha
Nuclear Power Station,
change assigned NRC
Representative

Technical Contracts Branch

Contract Administrator

DIVISION OF CONTRACTS, ADM

EXECUTION DATE

JAN 13 1984

CONTRACTOR (Name & Location)

New York State Dept. of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

TYPE OF CONTRACT

Cooperative Agreement

PROJECT TITLE

Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1/1/83 - 12/31/85

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

James J. Kottan

	E&R NUMBER	FIN NUMBER	AMOUNT
	91193004	B8355	
FUNDING	NEW NRC FUNDS		\$ 70,350.00
	TOTAL FY <u>84</u> FUNDING		\$ 70,350.00
	TOTAL NRC OBLIGATIONS		\$ 123,500.00 <i>123,550</i>

GOVERNMENT PROPERTY

N/A

ATTACHMENT(S):

CONTRACT DOCUMENTS 1 copy

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. Two (2)	2. ISSUANCE DATE JAN 15 1984	3. PROVISION PURCHASE REQUEST NO. RFFA RGI-83-610 dtd 10/11/83	4. PROJECT NO. (If applicable)
5. ISSUED BY CODE	6. REQUESTED BY (If other than block 3)		CODE

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

7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> New York State Department of Health Bureau of Environmental Radiation Protection. Empire State Plaza Albany, NY 12237	8. AMENDMENT OF SOLICITATION AND MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> SOLICITATION AND <input checked="" type="checkbox"/> CONTRACT/ORDER NO. NRC-28-83-610 DATED 3/16/83
--	---

9. 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 may acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as provided, 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 closing hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

APRN No. 31X0200.914 B&R No. 91193004 FIN B8355 Obligate: \$70,350.00

11. 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 items, 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.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to provide funds for CY84 and incorporate Environmental Monitoring at the Shoreham Nuclear Power Station. In order to accomplish this, the following changes are hereby made.

A. Article V - Consideration and Payment, A. Consideration, and revises Paragraphs 1 and 3 as follows:

- The total estimated amount of the agreement is increased by "\$13,000.00" from "\$176,900.00" to "\$189,900.00."
- The amount of funds presently obligated is increased by "\$70,350.00" from "\$53,200.00" to "\$123,550.00."

B. In accordance with the agreement under Article II - Scope of Work, the "Shoreham Nuclear Power Station" for Environmental Program Participation is hereby incorporated under Section II of the Statement of Work entitled General Requirements.

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.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR <i>(Name of person authorized to sign)</i> William F. Leavy	17. UNITED STATES OF AMERICA Raymond P. Gustave <i>(Signature of Contracting Officer)</i>
15. NAME AND TITLE OF SIGNER (Type or print) William F. Leavy Executive Deputy Director Office of Public Health	16. DATE SIGNED 12/16/83
18. NAME OF CONTRACTING OFFICER (Type or print) Raymond P. Gustave	19. DATE SIGNED 1/13/84 11/1/83

8401300141

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-20-83-610

MODIFICATION NUMBER

3

NEW MODIFICATION
OTHER (Specify)

TO: John McOscar, Chief
(Title)

Administrative Branch
Division of Resource Mgmt. & Admin., Region I

(Organization)

FROM: *James J. Kottan* 3/25/85
(Contract Specialist) (Date)

Contract Administrator

Technical Contracts Branch

DIVISION OF CONTRACTS, ADM

CONTRACT BASED ON

AUTHORIZATION NUMBER

RPPA RGI-83-612

DATE

12/1/84 and 3/14/85

CONTRACT CHANGES PER THIS ACTION

Provide funds for FY85,
change B&R No., and change
APPN No.

CONTRACTOR (Name & Location)

New York State Dept. of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

EXECUTION DATE

MAR 25 1985

TYPE OF CONTRACT

Cooperative Agreement

PROJECT TITLE

Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1/1/83 - 12/31/85

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

James J. Kottan

FUNDING

B&R NUMBER
91-19-30-02-1

FIN NUMBER
B8355

AMOUNT

NEW NRC FUNDS

\$ 78,050.00

TOTAL FY 85 FUNDING

\$ 78,050.00

TOTAL NRC OBLIGATIONS

\$ 201,600.00

GOVERNMENT PROPERTY

N/A

ATTACHMENT(S)

CONTRACT DOCUMENT 1 copy

1504030161

File

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID. NO. PAGE OF 1A
1 2

3. AMENDMENT/MODIFICATION NO. 3
4. EFFECTIVE DATE
5. COMPLETION/PURCHASE REQ. NO. RG1-83-540 dtd 12/4/84 and 3/14/85
6. PROJECT NO. (if applicable)
7. ADMINISTERED BY (other than Item 8) CODE

8. ISSUED BY
U. S. Nuclear Regulatory Commission
Division of Contracts
Washington, W. 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
New York State Department of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-28-83-610
10B. DATED (SEE ITEM 11) 3/16/83

CODE FACILITY CODE

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:
1. By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment by each copy of the contract; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE TO ACKNOWLEDGE IT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS BY _____ (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 separate 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)
31X0200.915 91-19-50-02-1 B8355 \$78,050.00

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

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 pricing of supplies or materials, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 13.103(D).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to provide funding for the Shoreham Nuclear Power Plant for CY84, provide overall funding for CY85, change the B&R No. and Appropriation No. In order to accomplish this, the following changes are hereby made:

- A. Article 4 - Consideration and Payment, A. Consideration is revised as follows:
- Paragraphs 1 and 3 are deleted in their entirety and the following new paragraphs are substituted in lieu thereof:

As provided herein, all terms and conditions of the document referred to in Item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OPERATOR
15C. DATE SIGNED
15D. UNITED STATES OF AMERICA
15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ronald D. Thompson
BY *Ronald D. Thompson*
(Signature of Contracting Officer)
15F. DATE SIGNED
3-25-85

"1. The total estimated amount of this Cooperative Agreement is increased by *\$11,700.00 from "\$189,900.00" to "\$201,600.00."

*Modification No. Two (2) incorporated environmental monitoring at the Shoreham Nuclear Plant. The total estimated amount of this Cooperative Agreement was increased by \$13,000.00 (\$2,400 for CY83 and \$10,600 for CY84). CY85 was inadvertently omitted (\$11,700).

3. The amount presently obligated by the Commission with respect to this Cooperative Agreement since inception is increased by \$78,050.00 from \$123,550.00 to \$201,600.00."

- B. The B&R No. "91-19-30-02" cited in Block No. 10 "Accounting and Appropriation Data" is changed to B&R No. "91-19-30-02-1."
- C. The Appropriation No. "31X0200.914" cited in Block No. 10 "Accounting and Appropriation Data" is changed to Appropriation No. "31X0200.915."

NRC FORM 255
(10-79)

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-28-83-610

MODIFICATION NUMBER

4

NEW MODIFICATION

OTHER (Specify)

TO: John McOscar, Chief
(Title)

Administrative Branch
Division of Resource Mgmt. & Admin.
Region I

CONTRACT BASED ON:

AUTHORIZATION NUMBER

RFPA RG1-83-610

DATE

FROM: Sharon Stewart 1/8/85
(Contract Specialist) (Date)

Contract Administrator
Technical Contracts Branch
DIVISION OF CONTRACTS, ADM

CONTRACT CHANGES PER THIS ACTION

Add CY86 funds,
change APPH No.,
extend period of
performance, and
incorporate TLD at
Nuclear Fuel Service
Inc.

CONTRACTOR (Name & Location)
New York State Dept. of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

EXECUTION DATE

12/31/85

TYPE OF CONTRACT

Cooperative Agreement

PROJECT TITLE
Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1/1/83 - 12/31/88

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

James J. Kottan

FUNDING	B&R NUMBER	FIN NUMBER	AMOUNT
	51193002-1	RS355	
	NEW NRC FUNDS		\$ 30,500.00
	TOTAL FY 86 FUNDING		\$ 80,500.00
	TOTAL NRC OBLIGATIONS		\$ ✓ 282,100.00

GOVERNMENT PROPERTY
N/A

ATTACHMENT(S):

CONTRACT DOCUMENT 1 copy

NRC FORM 255
(10-79)

860115-0581

file

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

F. AMENDMENT/MODIFICATION NO. 4		G. EFFECTIVE DATE 1/1/86	H. REQUISITION/PURCHASE REQ. NO. RFPA RG 1-83-610 dtd	I. PROJECT NO. (if applicable)
J. RECEIVED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		K. CODE	L. ADMINISTERED BY (if other than item 8)	M. CODE

N. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) New York State Department of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, NY 12237		O. SA. AMENDMENT OF SOLICITATION NO.
P. CODE		Q. FACILITY CODE
		R. SA. DATED (SEE ITEM 11)
		S. SA. MODIFICATION OF CONTRACT/ORDER NO. X NRC-28-83-610
		T. SA. DATED (SEE ITEM 11) 3/16/83

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 this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By airtel letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 such 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)

APPN No. 31X0200.916 B&R No. 91-19-30-02-1 FIN B8355 Obligate: \$80,500

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify as Applicable) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing or appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.303(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, 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)

The purpose of this modification is to 1) extend the period of performance, 2) provide CY1985 funds, 3) change appropriation number and 4) incorporate a TLD program at Nuclear Fuel Services, Inc. (West Valley).

1. ARTICLE 111 - PERIOD OF PERFORMANCE, paragraph A, is revised to read as follows:

"A. The period of performance hereunder shall commence on January 1, 1983 and shall continue through December 31, 1988, unless sooner terminated or extended, as herein provided."

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as herein, here changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) William Leavy	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul J. Edgeworth
15C. CONTRACTOR/OFFICER <i>(Signature)</i> Signature of person authorized to sign	15D. UNITED STATES OF AMERICA BY <i>(Signature)</i> Signature of Contracting Officer
15E. DATE SIGNED 12/31/85	15F. DATE SIGNED 12/31/85

8601150580

2. Article V - Consideration and Payment, paragraph A. Consideration, subparagraphs 1. and 3. are revised as follows:

"1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$454,200.00 during the six (6) year period of performance. The rate of payment to the State will be as follows:

CY1983 - \$ 1,300.00 per site, per year/TLD program
CY1983 - \$ 9,600.00 per site, per year/EM program
CY1984 - \$ 1,450.00 per site, per year/TLD program
CY1984 - \$10,600.00 per site, per year/TLD program
CY1985 - \$ 1,600.00 per site, per year/TLD program
CY1985 - \$11,700.00 per site, per year/TLD program
CY1986 - \$ 1,700.00 per site, per year/TLD program
CY1986 - \$12,000.00 per site, per year/EM program
CY1987 - \$ 1,800.00 per site, per year/TLD program
CY1987 - \$12,600.00 per site, per year/EM program
CY1988 - \$ 1,500.00 per site, per year/TLD program
CY1988 - \$13,000.00 per site, per year/EM program

3. The amount presently obligated by the Commission with respect to this cooperative agreement for the CY1986 effort is \$80,500.00."

3. The APPN No. "31X0200.915" cited in Block No. 12, Accounting and Appropriation Data is changed to APPN No. "31X0200.916."
4. In accordance with the agreement under Article II - Scope of Work, TLD program participation for Nuclear Fuel Services, Inc. (West Valley) is hereby incorporated under Section II of the Statement of Work entitled General Requirements.

All other terms and conditions under this cooperative agreement remain unchanged.

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-28-83-610

MODIFICATION NUMBER

5

NEW

MODIFICATION

OTHER (Specify)

TO: John McOscar

(Title)

Administrative Branch
Division of Resource Management & Administration
Region I

(Organization)

CONTRACT BASED ON

AUTHORIZATION NUMBER

RFPA RG2-83-610

DATE

11/21/86

FROM:

Merle Dorsey Stuey 12/11/86
(Contract Specialist) (Date)

Small Purchases & Regional Operations Branch

CONTRACT CHANGES PER THIS ACTION

Provide CY-1987 funds.
Change APPN No.

DIVISION OF CONTRACTS, ADM

CONTRACTOR (Name & Location)

New York State Dept. of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, NY 12237

EXECUTION DATE

12/12/86

TYPE OF CONTRACT

Cooperative Agreement

PROJECT TITLE

Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1/1/83 - 12/31/88

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

James Kottan (8-488-1214)

APPN NO.
31X0200.917

B&R NUMBER
90-19-30-01-4

FIN NUMBER
B8355

AMOUNT

FUNDING

NEW NRC FUNDS (CY-87)

\$ 84,600.00

TOTAL CY ³³⁻³⁶ FUNDING (Prior)

\$ 362,600.00 ~~212,100.00~~

TOTAL NRC OBLIGATIONS

364,700.00

\$ 447,200.00

GOVERNMENT PROPERTY

N/A

ATTACHMENT(S):

CONTRACT DOCUMENT #

8612190087

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 07
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE 1/1/87	4. REQUISITION/PURCHASE REQ. NO. R62-83-610 dtd. 12/9/86	5. PROJECT NO. (If any)		
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		7. ADMINISTERED BY (If other than Item 6)	CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) New York State Dept. of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, NY 12237		9A. AMENDMENT OF SOLICITATION
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		10A. MODIFICATION OF CONTRACT NO. NRC-28-83-610
		10B. DATED (SEE ITEM 11) 12/9/86

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.

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 on each copy of it 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 BE 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 separate 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)
 APPN No. 31XJ200.937 B&R No. 93-19-30-02-1 FIN No. B8355 OBLIGATE: \$ 84,600.00

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in person, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible)
 The purpose of this modification is to provide CY 1987 funds.

1. Article V - Consideration and Payment, A. Consideration

Paragraph 3 is deleted in its entirety and the following new paragraph is substituted in lieu thereof:

"3. The amount presently obligated by the Commission with respect to this cooperative agreement for the CY 1987 effort is \$ 84,600.00"

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 effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Helen Hagey	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Helen Hagey
15B. CONTRACTOR/OFFICER (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Helen Hagey</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 12/12/86

6012190091

All other terms and conditions of this cooperative agreement remains unchanged.

APR 15 1987 111 76 DIVISION OF CONTRACTS U.S. NUCLEAR REGULATORY COMMISSION WASHINGTON, DC 20545 NOTIFICATION OF CONTRACT EXECUTION		CONTRACT NUMBER NC-83-610
TO: John McOscar <small>(Title)</small> Division of Resource Management and Administration Region 1		MODIFICATION NUMBER 6 OTHER MODIFICATION
FROM: <i>Merle Donsey</i> <small>(Signature)</small> Merle Donsey Contract Administrator Contract Administration Branch Division of Contracts, ARM		CONTRACT BASIS ON AUTHORIZATION NUMBER RPPA RG1-83-610 DATE 4/8/87 CONTRACT CHANGE PER THIS ACTION Recognize administrative changes due to NRC reorganization.
CONTRACTOR <small>(Name & Location)</small> New York State Dept. of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, New York 12237		EXECUTION DATE APR 8 1987
PROJECT TITLE Radiation Monitoring Program Requirements		TYPE OF CONTRACT Cooperative Agreement
PERIOD OF PERFORMANCE 1/1/83 - 12/31/88		PRINCIPAL INVESTIGATOR Dr. Karim Rimawi
NRC AUTHORIZED REPRESENTATIVE James Kottan		AMOUNT
AFFIL.	ERF NUMBER	YER NUMBER
FUNDING	NEW NRC FUNDS	\$ N/A
	TOTAL FY ____ FUNDING	\$ N/A
	TOTAL NRC DELIGATIONS	\$ N/A
GOVERNMENT PROPERTY		ATTACHMENTS:
8704200446		CONTRACT DOCUMENTS

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. TRACY NO. CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Six (6)	3. EFFECTIVE DATE 4/12/87	4. REQUESTING AGENCY CASE # (S & NS) RFPA RG1-83-610	5. PROJECT NO. (if applicable)		
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		7. ADMINISTERED BY (if admin. by other agency)		8. CODE	

9. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) New York State Dept. of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, New York 12237		10. SA AMENDMENT OF SOLICITATION NO. 10B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT/ORDER NO. X NRC-28-83-610 10B DATED (SEE ITEM 11) 1/1/83
11. CODE	12. FACILITY CODE	

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 or each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. 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)

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

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation #s, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (to be filled by DCF section headings, including solicitation/contract subject matter where feasible)
As a result of a reorganization of the NRC, the billing address under the subject contract is changed as follows:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Administration and Resources Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

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) 15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elois J. Wiggins	15C. DATE SIGNED 14/10/87
BY <u>Elois J. Wiggins</u> (Signature of Contracting Officer)		BY <u>Elois J. Wiggins</u> (Signature of Contracting Officer)	

NRC FORM 255 (10 76)		DIVISION OF CONTRACTS U.S. NUCLEAR REGULATORY COMMISSION WASHINGTON, D.C. 20555		CONTRACT NUMBER NRC-28-83-610	
NOTIFICATION OF CONTRACT EXECUTION				MODIFICATION NUMBER Seven (7)	
TO: <u>John McOscar</u> <i>(Title)</i>				<input type="checkbox"/> NEW <input checked="" type="checkbox"/> MODIFICATION	
Division of Resource Management & Administration Region I <i>(Organization)</i>				OTHER (Specify)	
FROM: <u>Merle Dorsey</u> <i>(Contract Specialist)</i>		<u>12/7/87</u> <i>(Date)</i>		CONTRACT BASED ON RFPA AUTHORIZATION NUMBER RFPA No. RS2-83-610	
<u>Small Purchases & Regional Operations Branch</u> DIVISION OF CONTRACTS, <u>ARM</u>				DATE 12/7/87	
CONTRACTOR (Name & Location) New York State Dept. of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, NY 12237				CONTRACT CHANGES PER THIS ACTION * Correct the appropriation and B&R numbers.	
PROJECT TITLE Radiation Monitoring Program Requirements				EXECUTION DATE DEC 2 1987	
APPN NO. 31X0200.917				TYPE OF CONTRACT Cooperative Agreement	
B&R NUMBER 90-19-30-01-4		FIN NUMBER B8355		PERIOD OF PERFORMANCE 1/1/83 - 12/31/88	
FUNDING NEW NRC FUNDS		TOTAL FY <u>83-86</u> FUNDING (PRIOR)		PRINCIPAL INVESTIGATOR Dr. Karim Rimawi	
TOTAL NRC OBLIGATIONS		AMOUNT \$ -0-		NRC AUTHORIZED REPRESENTATIVE James Kottan (8-488-1214)	
GOVERNMENT PROPERTY				ATTACHMENT(S) CONTRACT DOCUMENT ()	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. TRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. Seven (7)	3. EFFECTIVE DATE DEC 1 8 1987	4. REQUISITION/PURCHASE REQ. NO. RPPA No. RG2-83-610	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		7. ADMINISTERED BY (if other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) New York State Dept. of Health Bureau of Environmental Radiation Protection Empire State Plaza Albany, NY 12237		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-28-83-610	10B. DATED (SEE ITEM 11) 12/7/87

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 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 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)
 APPN No. 31X0200.917 B&R No. 91-19-30-01-4 FIN No. B8355 INCREASE: -0-

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to correct the appropriation and B&R numbers as follows:

<u>B&R No.</u>	<u>APPN No.</u>
Delete: 93-19-30-02-1	Delete: 31X0200.937
Replace: 91-19-30-01-4	Replace: 31X0200.917

All other terms and conditions remain unchanged with no increase in the total ceiling amount of the cooperative agreement.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elois J. Wiggins		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elois J. Wiggins</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/18/87

NRC FORM 255
(10-78)

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-28-83-610

MODIFICATION NUMBER

8

NEW MODIFICATION
OTHER (Specify)

TO: Thomas T. Martin, Director
(Title)
Division of Radiation Safety and Safeguards
Region 1
John McOscar, Region 1
(Organization)

CONTRACT BASED ON:
AUTHORIZATION NUMBER

RPPA RG1-83-610

DATE

11-23-87

FROM: Merle Dorsey (Date)
Merle Dorsey, Contract Administrator
Contract Administration Branch

CONTRACT CHANGES PER THIS ACTION

Provide CY 1988 funds in
the amount of
\$87,500.00

DIVISION OF CONTRACTS, APRM

EXECUTION DATE

CONTRACTOR (Name & Location)

New York State Department of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, New York 12237

TYPE OF CONTRACT

Cooperative Agreement

PROJECT TITLE

Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1-1-83 - 12-31-88

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

James Kottan, FTS-488-1214

31X0200.918

S&R NUMBER
91-19-20-04-1

FIN NUMBER
B8355

AMOUNT

FUNDING

NEW NRC FUNDS

\$ 87,500.00

TOTAL FY 83-87 FUNDING Prior

\$ 366,700.00

TOTAL NRC OBLIGATIONS

\$ 454,200.00

GOVERNMENT PROPERTY

ATTACHMENT(S): NRC-28-83-610
Modification 8

CONTRACT DOCUMENT I

8712300148

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGE

1 | 2

2. AMENDMENT/MODIFICATION NO.

8

3. EFFECTIVE DATE

12/24/87

4. REQUISITION/PURCHASE REG. NO.

RFPA RG1-83-610 11-23-87

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U. S. Nuclear Regulatory Commission
Division of Contracts, AR 2223
Washington, D.C. 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

New York State Department of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, New York 12237

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-28-83-610

10B. DATED (SEE ITEM 11)

1-1-83

CODE

FACILITY CODE

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 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 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 918 91-19-20-04-1 B8355 Obligate \$87,500.00

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

- 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)

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

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

This modification is issued to provide CY 1988 funds in the amount of \$87,500.00. As a result of this action, the total amount obligated by the Nuclear Regulatory Commission since inception of this cooperative agreement is increased from \$366,700.00 to \$454,200.00. Accordingly, the agreement is hereby modified as follows:

1. Article V - Consideration and Payment, Section A, Consideration, Paragraph 1 is revised to add the following:

"The rate of payment to the State for CY 1988 environmental monitoring (EM) and TLD participation for each site is as follows:

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		PAUL J. EDGEWORTH for Elois J. Wiggins, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Paul J. Edgeworth (Signature of Contracting Officer)	12/24/87

8712300157

	<u>EM</u>	<u>TLD</u>	=	
[Indian Point Nuclear Generating Station	\$13,000	\$1,900	=	\$14,900]
Nine Mile Point Nuclear Station (Fitzpatrick)	13,000	1,900	=	14,900]
R. E. Ginna Nuclear Power Plant	13,000	1,900	=	14,900
Nuclear Fuel Services, Inc. (West Valley)	13,000	1,900	=	14,900
Union Carbide	13,000	-0-	=	13,000
Shoreham Nuclear Power Station	13,000	1,900	=	14,900
	-----	-----		-----
	\$78,000	\$9,500	=	\$87,500

2. Article V - Consideration and Payment, Section A, Consideration, Paragraph 3 is deleted in its entirety and the following new Paragraph 3 is substituted in lieu thereof:

"3. The amount presently obligated under this cooperative agreement for the CY 1988 effort is \$87,500.00. The total amount obligated by the NRC since inception of this agreement is increased by \$87,500.00, from \$366,700.00 to \$454,200.00."

All other terms and conditions of this cooperative agreement remain unchanged.

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-28-83-610

MODIFICATION NUMBER

Nine (9)

NEW

MODIFICATION

(Circle One)

CONTRACT BASED ON:

AUTHORIZATION NUMBER

RFPA No. RG1-83-610

DATE

12/27/88

CONTRACT CHANGES PER THIS ACTION

To extend the period of performance, provide CY 1989 funds, revise Article V, incorporate revised SOW, and change the accounting and appropriation data.

TO: Thomas T. Martin, Director

(Title)

Division of Radiation Safety & Safeguards
Region I

(Organization)

FROM:

Anita Hughes

1/12/89
(Date)

Anita Hughes

Acquisition Assistant
Contract Administration Branch
Division of Contracts & Property Management, ARIS

EXECUTION DATE

1/12/89

TYPE OF CONTRACT

Cooperative Agreement

PERIOD OF PERFORMANCE

1/1/83 - 12/31/91

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

J. Kottan

CONTRACTOR (Name & Location)

New York State Department of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, New York 12237

PROJECT TITLE

Radiation Monitoring Program Requirements

APPN No.
31X0200.209

BLR NUMBER

920-19-04-02-0

FIN NUMBER

88355

FUNDING

NEW NRC FUNDS

CY-1989

\$ 94,500.00

(CY 83-88)

TOTAL FY FUNDING

(PRIOR)

\$ 454,200.00

TOTAL NRC OBLIGATIONS

\$ 548,700.00

GOVERNMENT PROPERTY

ATTACHMENT(S) Modification No. 9
to NRC-28-83-610

CONTRACT DOCUMENT 1 copy

8901250334

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. Nine (9)	EFFECTIVE DATE 1/1/89	4. REQUISITION/PURCH. REQ. NO. RG1-83-610 dtd 12/27/88	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, DC 20555	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) New York State Department of Health Bureau of Environmental Radiation Protection 2 University Place Albany, New York 12203	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED (SEE ITEM 11)	
	10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-28-83-610	
CODE	FACILITY CODE	10B. DATED (SEE ITEM 12) 1/01/83

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 6 and 15, and returning _____ copies of the 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 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)
 APPN No.: **31X0200.209** B&R No.: **920-19-04-02-0** FIN No.: **B8355** OBLIGATE: **\$94,500.00**

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

<input checked="" type="checkbox"/> 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 title, 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:
X Mutual agreement of the parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, 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.)

The purpose of this modification is to 1) extend the period of performance, 2) provide CY 1989 funds and revise Article V, 3) incorporate Attachment A - Revised Statement of Work, and 4) change the accounting and appropriation data. Accordingly, the following changes are hereby made:

- ARTICLE III - PERIOD OF PERFORMANCE, paragraph A. is revised to read as follows:

"A. The period of performance hereunder shall commence on January 1, 1983 and shall continue through December 31, 1991, unless sooner terminated or extended, as herein provided."

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) William F. Leavy, Executive Deputy Dir.	15B. CONTRACTOR/OFFEROR <i>William F. Leavy</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1/12/89	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul J. Edgeworth	16B. UNITED STATES OF AMERICA BY <i>Paul J. Edgeworth</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/88
---	--	------------------------------------	--	--	-------------------------------------

8901250341

2. ARTICLE V - CONSIDERATION AND PAYMENT, paragraph A., Consideration, and paragraph B., Payment, are revised as follows:

A. Consideration

- "1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$757,200.00 during the nine (9) year period of performance. The rate of payment to the State will be as follows:

CY-1983 - \$ 9,600.00 per site, per year/EM program
 CY-1983 - \$ 1,300.00 per site, per year/TLD program

CY-1984 - \$10,600.00 per site, per year/EM program
 CY-1984 - \$ 1,450.00 per site, per year/TLD program

CY-1985 - \$11,700.00 per site, per year/EM program
 CY-1985 - \$ 1,600.00 per site, per year/TLD program

CY-1986 - \$12,000.00 per site, per year/EM program
 CY-1986 - \$ 1,700.00 per site, per year/TLD program

CY-1987 - \$12,600.00 per site, per year/EM program
 CY-1987 - \$ 1,800.00 per site, per year/TLD program

CY-1988 - \$13,000.00 per site, per year/EM program
 CY-1988 - \$ 1,900.00 per site, per year/TLD program

CY-1989 - \$14,000.00 per site, per year/EM program
 CY-1989 - \$ 2,100.00 per site, per year/TLD program

CY-1990 - \$15,000.00 per site, per year/EM program
 CY-1990 - \$ 2,200.00 per site, per year/TLD program

CY-1991 - \$16,000.00 per site, per year/EM program
 CY-1991 - \$ 2,300.00 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 CY-1989 effort is \$94,500.00. The total amount obligated since inception of this agreement is increased by \$ 94,500.00, from \$ 454,200.00 to \$ 548,700.00."

- B. Payment, under item no. 2, add the following sentence:

"In addition to providing copies of vouchers to the above address, the State should also provide one (1) copy of each voucher to the designated NRC Regional Project Officer to help ensure timely payment."

3. ARTICLE 11 - SCOPE OF WORK, second paragraph is revised as follows:

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

4. The accounting and appropriation data cited in Block No. 12 of SF-30 is revised as follows:

APPN No.: "31X0200.209"

B&R No.: "920-19-04-02-0"

FIN No.: "B8355"

5. Block No. 8 of SF-30, name and address of contractor is revised as follows:

New York State Department of Health
Bureau of Environmental Radiation Protection
2 University Place
Albany, New York 12203

All other terms and conditions of this cooperative agreement remain unchanged.

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 New York (hereinafter called the "State") and the Commission to provide independent measurements of radioactivity and radiation levels in the environment around selected Commission licensed activities, and to provide reasonable assurance that a licensee's environmental 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 and the rate of payment to the State will be as follows:

<u>Calendar Year (CY)</u>	<u>Site</u>	<u>EM</u>	<u>TLD</u>
CY-1989	Indian Point Nuclear Power Plant	\$14,000	\$2,100
CY-1989	Nine Mile Point/Fitzpatrick Nuclear Station	\$14,000	\$2,100
CY-1989	R. E. Ginna Nuclear Power Plant	\$14,000	\$2,100
CY-1989	Nuclear Fuel Services, Inc. (West Valley)	\$14,000	\$2,100
CY-1989	Union Carbide	\$14,000	---
CY-1989	Shoreham Nuclear Power Station	\$14,000	\$2,100

- C. Attachments 1, 2, and 3 show the overall sampling and analyses requirements for facilities. Attachment 2 also gives the minimum detectable capabilities for the samples analyzed. No onsite samples will be collected pursuant to the cooperative agreement unless specifically requested or approved by the Commission.
- D. The State will prepare and conduct a quality assurance program including participation in the Environmental Protection Agency's (EPA's) Environmental Radioactivity Laboratory intercomparison studies (crosscheck) program or equivalent program. The results of analysis of these crosscheck samples shall be included in the annual report.

111. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS

- A. The Commission's Region I Office 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 the 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. The State will make all necessary contacts and arrangements with the licensee to split samples with the licensee, obtain duplicate samples and obtain licensee's data on the comparative samples. The State will collect samples independent of the licensee's samples.
- D. The Commission will assist the State in selecting sampling locations, arranging for laboratory support, as necessary, splitting samples periodically, assisting State in obtaining licensee's comparative data, and consulting with the State on matters of mutual concern.
- E. The State will exchange TLDs 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 TLDs currently in the field with annealed TLDs supplied by the NRC Region I Office. Intransit control TLD will be placed in lead cask on arrival at State's point of dispatch.

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

- F. The State will notify the NRC Region I office by telephone (215/337-5000, FTS 346-5000) 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.
- G. The Commission 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. Results of such inspections, investigations, or inquiries conducted in response to such notification shall be provided to the State.

IV. REPORTING

- A. The State will provide the Commission with an annual 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. If samples are not available, data analysis is not expected. However, a brief explanation as to why the sample was not provided is requested. If samples or data are not available because of the reluctance of the licensee to provide them, the NRC Regional Office Technical Representative should be notified as soon as possible. The annual report shall also include a summary of the State's EPA crosscheck program results for the past year, a summary of sampling and analytical procedures, and the lower limits of detection followed in the analyses.
- B. 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.
- C. 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.
- D. 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. The format is shown in Attachment 4. This report shall be submitted to the Contracting Officer.

ATTACHMENT 1

ENVIRONMENTAL RADIOLOGICAL VERIFICATION MONITORING PROGRAM
AROUND NUCLEAR POWER PLANTS

<u>Exposure Pathway and/or Sample</u>	<u>Number of Samples and Location</u>	<u>Sampling and Collection Frequency</u>	<u>Type of Frequency of Analysis</u>
AIRBORNE: Particulates 1	One sample from location of high calculated ground level concentration and in close proximity of licensee sampler.	Continuous operation of sampler with sample collection as required by dust loading but at least once per 7 days.	Gross beta radioactivity following filter change composite for gamma isotopic analysis quarterly.
	One sample from control location.		
Radioiodine	Same as particulates.	One sample per month.	Analyze for I-131
<hr/>			
WATERBORNE: Surface	One sample, split with licensee, from immediate area of discharge, (or at nearest downstream drinking water supply) and one sample at upstream control location.	Composite sample monthly.	Gamma isotopic analysis monthly and tritium quarterly.
<hr/>			
INGESTION: Milk	One sample, split with licensee, at the off-site dairy farm or individual milk animal at the location having highest X/Q.	Monthly.	Gamma isotopic and radioiodine analyses.
Fish or Invertebrates	One 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.

Attachment 1 (cont'd)

2

<u>Exposure Pathway and/or Sample</u>	<u>Number of Samples and Location</u>	<u>Sampling and Collection Frequency</u>	<u>Frequency of Analysis</u>
Food Products	Two samples split with licensee, of principal food products grown near point having the highest X/Q <u>or</u> from any area which is irrigated by water, in which liquid plant wastes have been discharged <u>or</u> 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. Radiiodine analysis on green leafy vegetable.
Sediment from Shoreline	One sample split with licensee	Annually.	Gamma isotopic analysis.

ATTACHMENT 1a

UNION CARBIDE RADIOLOGICAL MONITORING PROGRAM

Exposure Pathway and/or Sample	Number of Samples and Location	Sampling and Collection Frequency	Type & Frequency of Analysis
AIRBORNE:	1 sample from location of high calculated ground level concentration and close to site boundary.	1 sample per week.	Gross beta-weekly; Gamma isotopic on quarterly composite.
Radioiodine	1 sample from control location. Same as particulates.	1 sample per week.	Analyze for iodine 131 weekly.
DIRECT:	To be determined by NRC.	Quarterly	To be performed by NRC.
WATERBORNE:	1 sample from immediate area of discharge.	1 sample per month.	Gross beta; tritium iodine 125; iodine 131-all monthly.
INGESTION:	Location to be determined from license Land Use Census.	At time of harvest. One sample of broad leaf vegetable.*	I-131 analysis.

* To be provided by licensee.

Attachment 1b

NUCLEAR FUEL SERVICES 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.	1 sample per week.	Gross beta-weekly; Gamma isotopic-quarterly composite; strontium 90, quarterly composite.
	1 sample from control location.		
DIRECT:	To be determined by NRC.	Quarterly.	To be performed by NRC.
WATERBORNE:	1 split 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 during the month of August.	Gamma isotopic, strontium 90 - each sample.

*To be provided by NFS

ATTACHMENT 2
DETECTION CAPABILITIES FOR ENVIRONMENTAL SAMPLE ANALYSES

Analysis	LOWER LIMIT OF DETECTIONS (LLD)					
	Water [pCi/l]	Airborne Particulate or Gas [pCi/m ³]	Fish, Meat or Poultry [pCi/kg, wet]	Milk [pCi/l]	Food Products [pCi/kg, wet]	Sediment [pCi/kg, dry]
gross beta	2	0.01				
3H	330					
54Mn	15		130			
59Fe	30		260			
58, 60Co	15		130			
65Zn	20		260			
95Zr-Nb	10				60	
131I	0.4	7 x 10 ⁻²		1	60	
134Cs, 137Cs	15	1 x 10 ⁻²	130	15	60	150
140Ba-La	15			15		

a. The nominal LLD is defined in HASL 300 (rev 8/74) pp D-06-01, 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.

ATTACHMENT 3

Name of Facility

{Location of Facility {Reporting Period}

Medium or Pathway Sampled	Split or Duplicate Sample	Location Name	Distance & Direction	Date	State Results	Licensee Results
------------------------------	------------------------------	------------------	-------------------------	------	------------------	---------------------

ATTACHMENT 4

Description of Services Rendered

Facility _____ Location _____

No. Samples	Sample Type	Analyses Performed				No. Analyses
		Beta	Gamma	Tritium	I-131	
18	Air Particulate	18	6			24
58	Radioiodine		58			58
18	TiDs					18
6	Water		6	4		10
2	Sediment		2			2
2	Milk		2		2	4
0	Food Products					0
2	Fish		2			2

118

Man-hours expended:

Field Sampling	351 hours
Analytical Services	229 hours
Quality Assurance	46 hours
Administration	127 hours
	<u>753</u>



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Clocking Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

David Axelrod, M.D.
Commissioner

OFFICE OF PUBLIC HEALTH

Linda A. Randolph, M.D., M.P.H.
Director

William F. Leavy
Executive Deputy Director

January 18, 1989

Mr. Paul J. Edgeworth
Contracting Officer
U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

Dear Mr. Edgeworth:

Enclosed are two (2) fully executed copies of the Modification No. 9 to the Cooperative Agreement No. NRC-28-83-610.

If you have any questions concerning this, please contact me at Area Code 518 458-6461.

Sincerely,

Karim Rimawi, Ph.D.
Director
Bureau of Environmental Radiation
Protection

jcm

Attachment

NRC FORM 255
(10-76)

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CY FACT NUMBER

file

NRC-28-83-610

MODIFICATION NUMBER

Eleven (11)

NEW

MODIFICATION

OTHER (Specify)

TO: K. Steven West, Acting Chief
(Title)
Technical Assistance Management Section,
Planning, Program, & Management Support Branch, NRR
(Organization)

CONTRACT BASED ON:

AUTHORIZATION NUMBER

RFPA RG1-83-610

DATE

12/04/89

FROM: Mary E. Barnett
for Shirley A. Crampton
Contract Administrator

Contract Administration Branch
Division of Contracts & Property Management, ADM

JAN 23 1990

(Date)

CONTRACT CHANGES PER THIS ACTION

Provide CY-1990 funds in the amount of \$103,200.00, revise Article V, incorporate a TLD program at Cintichem, Inc.

CONTRACTOR (Name & Location)
New York State Department of Health
Bureau of Environmental Radiation Protection
Empire State Plaza
Albany, New York 12237

EXECUTION DATE

JAN 23 1990

TYPE OF CONTRACT

Cooperative Agreement

PROJECT TITLE
Radiation Monitoring Program Requirements

PERIOD OF PERFORMANCE

1/1/83 - 12/31/91

PRINCIPAL INVESTIGATOR

Dr. Karim Rimawi

NRC AUTHORIZED REPRESENTATIVE

James Kottan, FTS-488-1214

APPR. No.	BSR NUMBER	FIN NUMBER	AMOUNT
31X0200.200	020-19-14-02-0	B 8355-0	
FUNDING	NEW NRC FUNDS	CY-1990	\$ 103,200.00
	TOTAL FY FUNDING	CY-1983 thru 1989	\$ 548,700.00
	TOTAL NRC OBLIGATIONS		\$ 651,900.00

GOVERNMENT PRIORITY

ATTACHMENT(S)

NRC-28-83-610 - MOD #11

1 copy

9001290200

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. Eleven (11)	3. EFFECTIVE DATE JAN 22 1989	4. REQUISITION/PURCHASE L. NO. RFPA RG1-83-610 dtd 12/28/88	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) New York State Department of Health Bureau of Environmental Radiation Protection 2 University Place Albany, New York 12203	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-28-83-610
	10B. DATED (SEE ITEM 13) 01/01/83

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 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 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)
 B&R No.: 020-19-14-02-0 FIN No.: B 8355-0 APPN. No.: 01X0200.200 Obligate: \$103,200.

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to 1) Provide CY 1990 funds, 2) revise Article V, and (3) incorporate a TLD program at Cintichem, Inc. Accordingly, the following changes are hereby made:

(See Page 2 of 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary H. Mace, Contracting Officer
15B. CONTRACTOR/OFFICER	15C. DATE SIGNED
	15B. UNITED STATES OF AMERICA <i>Karon Bell</i> Signature of Contracting Officer
	15C. DATE SIGNED 1/23/90

9801290204

1. Article V - CONSIDERATION AND PAYMENT, Paragraph A., Consideration, subparagraph 1., and Paragraph 3. are revised to read as follows:

A. Consideration

"1. The Commission will provide funds, subject to the availability of appropriation, to the State in the amount of \$759,400.00 during the nine (9) year period of performance."

"3. The amount presently obligated by the Commission with respect to this Cooperative Agreement for CY 1990 effort is \$103,200.00. The total amount obligated since inception of this Agreement is increased by \$103,200.00, from \$548,700.00 to \$651,900.00."

2. Attachment A, Section II. General Requirements, Paragraph B., is deleted in its entirety and the following paragraph is substituted in lieu thereof:

B. Programs will be undertaken at the following sites and the rate of payment to the State will be as follows:

<u>Calendar Year</u> CY 1990	<u>Site</u>	<u>EM</u>	<u>TLD</u>
CY-1990	Indian Point Nuclear Power Plant	\$15,000.00	\$2,200.00
CY-1990	Nine Mile Point/Fitzpatrick Nuclear Station	\$15,000.00	\$2,200.00
CY-1990	R. E. Ginna Nuclear Power Plant	\$15,000.00	\$2,200.00
CY-1990	Nuclear Fuel Services, Inc. (West Valley)	\$15,000.00	\$2,200.00
CY-1990	Cintichem, Inc.	\$15,000.00	\$2,200.00
CY-1990	Shreham Nuclear Power Station	\$15,000.00	\$2,200.00

All other terms and conditions under this Cooperative Agreement remain unchanged.