

1. CONTRACT IDENTIFICATION NO. NRC-28-83-607		2. EFFECTIVE DATE 1/1/83		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RGI-83-607		4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDPA REG. 2 AND/OR DMS REG. 1. RATING.	
5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555				6. ADMINISTERED BY (If other than block 3)		7. DELIVERY BY DATE METHOD (Other (See below))	
8. CONTRACTOR NAME AND ADDRESS State of Pennsylvania ATTN: Ms. M. Rilley Bureau of Radiation Protection Box 2063 Fulton Bank Building 3rd and Locust Street Harrisburg, PA 17120				9. FACILITY CODE		10. DISCOUNT FOR PROMPT PAYMENT Net	
11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission ATTN: Mr. Frank Costello, Region I 631 Park Avenue King of Prussia, PA 19406				12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of Resource Management Division of Accounting and Finance Washington, DC 20555 ATTN: GOV/COM ACCOUNTS			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input type="checkbox"/> NEGOTIATED, PURSUANT TO, <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input type="checkbox"/> 41 U.S.C. 252 (c)(1)				14. ACCOUNTING AND APPROPRIATION DATA			
APPN No. 31X0200.913		B&R No. 91193004		FIN No. B8356		Amount: \$59,300.00	
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT		
	COOPERATIVE AGREEMENT: RADIATION MONITORING PROGRAM REQUIREMENTS WITH THE STATE OF PENNSYLVANIA						
	8305230332 830512 PDR CONTR NRC-28-83-607 PDR						
21. TOTAL AMOUNT OF CONTRACT \$ 197,200.00						CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE	
22. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
23. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)				27. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)			
24. NAME AND TITLE OF SIGNER (Type or print)		25. DATE SIGNED		28. NAME OF CONTRACTING OFFICER (Type or print)		29. DATE SIGNED	
				Kellogg V. Morton		5/1/83	

"ENVIRONMENTAL MONITORING PROGRAM WITH THE
COMMONWEALTH OF PENNSYLVANIA"

RGI-83-607

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COOPERATIVE AGREEMENT
NRC

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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 \$ 197,200 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 - 4,800 per site, per year/modified 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 - 5,300 per site, per year/modified 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 - 5,850 per site, per year/modified 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 \$ 59,300.

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.

STATEMENT OF WORK

RADIATION MONITORING PROGRAM REQUIREMENTS

I. PURPOSE

The purpose of this contract is to establish a collaborative program between the Commonwealth of Pennsylvania (hereafter called the COMMONWEALTH) 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 COMMONWEALTH will collaborate in implementing and conducting programs at individual sites within the COMMONWEALTH in accordance with the following general requirements:

A. The COMMONWEALTH 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 COMMONWEALTH 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:

Beaver Valley Power Station	Susquehanna Steam Electric Station
Peach Bottom Atomic Power Station	Limerick Generating Station
Three Mile Island Nuclear Station	B&W Apollo and Leechburg Sites*
	(*modified 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 COMMONWEALTH, and the licensee, in all matters relating to the programs conducted pursuant to the contract.

- B. The COMMONWEALTH will make all necessary contacts and arrangements for collecting samples in the off-site environment, e.g., obtaining access to private property, assistance of COMMONWEALTH or local agencies, arranging with private firms for services, etc.
- C. The COMMONWEALTH 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 COMMONWEALTH in selecting sampling locations, arranging for laboratory support, as necessary, splitting samples periodically, assisting the COMMONWEALTH in obtaining licensee's comparative data, and consulting with the COMMONWEALTH on matters of mutual concern.
- E. The COMMONWEALTH 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 COMMONWEALTH 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 the COMMONWEALTH'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 the COMMONWEALTH.

- F. The COMMONWEALTH 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 COMMONWEALTH.

IV. REPORTING

- A. The COMMONWEALTH 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 COMMONWEALTH'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 COMMONWEALTH 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 COMMONWEALTH 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
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.
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 radiiodine 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)
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<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. Radiiodine analysis on green leafy vegetable.
Sediment from Shoreline	One sample split with licensee	Annually.	Gamma isotopic analysis.

ATTACHMENT 1a

SAMPLING PROGRAM AROUND BABCOCK & WILCOX

Exposure Pathway or Sample	Number of Samples and Location	Sampling and Collection Frequency
AIRBORNE:		
Particulate	1 sample from location in predominant wind direction. 1 sample from control location.	One Sample per month with sample collection one week.
SOIL:	2 samples from locations in predominant wind directions.	Annually
INGESTION:		
Food Crops	2 samples of food crops grown locally.	Annually
WATERBORNE:		
Surface	1 sample downstream and in close proximity to discharge. 1 sample upstream and out of the influence of the facility.	Quarterly Quarterly
Sediment	2 samples in close proximity to discharge.	Annually

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	7×10^{-2}		1	60	
134Cs, 137Cs	15	1×10^{-2}	130	15	60	150
140Ba-La	15			15		

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

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
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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

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Man-hours expended:

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