



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

JUN 20 1979

Mr. Bryant Mather
U. S. Army Engineer Waterways
Experiment Station
P. O. Box 631
Vicksburg, Mississippi 39180
ATTN: Mr. Allen D. Buck

Dear Mr. Mather:

Subject: Interagency Agreement No. NRC-05-79-266 (Agreement No. WES-79-11)

Pursuant to the Economy Act of 1932, the U. S. Nuclear Regulatory Commission (NRC) and the U. S. Army Engineer Waterways, Experiment Station wish to enter into an interagency agreement whereby the U. S. Army Engineer Waterways, specifically Mr. Allen D. Buck shall perform independent petrographic examinations on slice samples of concrete prepared by the Portland Cement Association Laboratories.

ARTICLE I - STATEMENT OF WORK

On an expedited basis to provide assistance to the NRC by performing independent petrographic examinations of concrete specimens prepared and previously examined and reported on by the Portland Cement Association Laboratories (PCA). The purpose of the examination is to determine if there is any evidence that the concrete which the samples represent is not sound or contains amounts of materials that could cause poor performance.

Background

As a result of questions raised by an NRC consultant who provided an independent general review and evaluation of the facts surrounding the apparent low strength 90-day concrete test cylinders from the Wolf Creek reactor containment building base mat it has been determined that the services of a specialist in the field of concrete petrography be retained to independently examine the concrete samples prepared and used by PCA. Pending the results of these efforts work at the Wolf Creek site on the reactor containment building may be held up.

Statement of Work

- a. To review as needed for background information two reports prepared by PCA for the licensee of the Wolf Creek site dated February 27, 1979 and April 27, 1979.

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- b. To perform independent petrographic examination of the concrete samples, using as appropriate ASTM C-856 (CRD C-57-78), examined by PCA in their work reported in the documents noted in "a." above.
- c. Provide to the NRC a report of the results of the independent petrographic examination with conclusions as to the acceptability of the concrete of the samples to exhibit normal concrete properties through at least a 40 year life in an outdoor exposure in the mid-western US. This report is to be provided to:

U. S. Nuclear Regulatory Commission
ATTN: Karl V. Seyfrit, Director
Region IV
Suite 1000
611 Ryan Plaza Drive
Arlington, TX 76012

as soon as possible and not later than July 3, 1979.

ARTICLE II - PERIOD OF PERFORMANCE

This agreement shall be effective from June 18, 1979 until July 13, 1979.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance, hereunder NRC shall provide on a cost reimbursement basis, all cost up to, but not to exceed, \$4,000. The Contractor shall maintain cost records such that a cost status can be readily ascertained and such that cost over-runs can be predicted and avoided. The Contractor shall promptly advise the NRC when the anticipated work is likely to exceed available funds. All applicable costs (time, travel, overhead, etc.) are to be borne by the Contractor.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this interagency agreement is \$4,000.

ARTICLE V - PAYMENT

The NRC agrees to reimburse the U. S. Army Engineer Waterways, Experiment Station for the amount not to exceed \$4,000. Billings should be submitted to:

U. S. Nuclear Regulatory Commission
Division of Accounting
Office of the Controller
Washington, DC 20555

ARTICLE VI - SPECIAL PROVISIONS

VI.1 CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR)

Performance of the work hereunder shall be subject to the technical instructions issued by the U. S. Nuclear Regulatory Commission. The technical instructions shall be signed by COAR.

The COAR is responsible for:

- (1) monitoring the Contractor's technical progress, including the surveillance and assesment or performance and recommending to the Contracting Officer changes in requirement;
- (2) interpreting the statement of work;
- (3) performing technical evaluation as required;
- (4) performing technical inspections and acceptances required by this contract;
- (5) assisting the Contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the COAR is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the COAR to the Contractor to be valid, it must:

- (1) be consistent with the description of work set forth in this contract;
- (2) not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated into this contract;
- (3) not constitute a basis for an extension to the period of performance or contract delivery schedule;
- (4) not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the COAR which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the COAR. If the COAR and the Contractor are not able to resolve the question(s) within five (5) days, the Contractor shall notify the Contracting Officer.

VI.2 FOR THE PURPOSE OF THIS INTERAGENCY AGREEMENT

Mr. Allen D. Buck is essential to the performance of this contract.

VI.3 INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the COAR.

V1.4 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this agreement without the prior written consent of the Contracting Officer. (Two (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

Sincerely,

Mary Jo Mattia

Mary Jo Mattia, Chief
Administrative Contracts Branch
Division of Contracts
Office of Administration

Accepted: U. S. Army Engineer Waterways
Experiment Station

Nelson P. Conover

NELSON P. CONOVER
Col., CE, Commander and Director

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Accepted: U. S. Nuclear Regulatory Commission
Administrative Contracts Branch
Washington, D. C. 20555

MJ Mattia

Mary Jo Mattia, Chief

Administrative Branch
Division of Contracts

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