



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

May 21, 1979

DUPLICATE

U. S. Naval Research Laboratory
ATTN: Office of Comptroller - Code 1310
4555 Overlook Avenue, SW
Washington, DC 20375

Gentlemen:

Subject: Interagency Agreement No. NRC-03-79-154

Pursuant to the Economy Act of 1932, the U. S. Nuclear Regulatory Commission (NRC) and the U. S. Naval Research Laboratory (NRL) wish to enter into an interagency agreement whereby the Naval Research Laboratory, specifically Mr. Cedric D. Beachem shall provide expert review and hearing testimony of the Proposed Pile Foundations for Bailly Nuclear Generating Station-Corrosion Resistance of Steel Piling.

ARTICLE I - STATEMENT OF WORK

The Contractor shall review the Applicant's submittals on the steel pile foundation proposed for the Bailly Nuclear Power Plant. He shall evaluate the Applicant's proposed foundation with respect to corrosion effects of the subsurface environment on the steel piling. The scope of his evaluation shall include all aspects affecting corrosion and degradation of the proposed piling during the expected functional life of the piling. The scope shall include an evaluation of the Applicant's proposed plans and procedures for monitoring corrosion effects, for remedial action to combat corrosion, and for protecting the piles from corrosion. During the review process (as mutually agreed and scheduled between the NRC and the Contractor) the Contractor shall consult with and advise the NRC staff and other NRC consultants regarding his views, judgements and suggestions for improvement of the Applicant's proposed plans and procedures regarding corrosion effects, and the impact of corrosion on function and performance of pile foundation. He shall provide expert witness testimony as necessary and as requested by the NRC at licensing hearing and before the Advisory Committee on Reactor Safety.

It is estimated that the Contractor shall make approximately two (2) site visits to Chicago, Illinois, and it is also anticipated that there will be approximately one week of hearings in Chicago which the Contractor may attend.

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The Contractor shall maintain close liaison with DSE and NRC technical personnel. Contacts and communications with the Applicant (utility and his consultants) shall be arranged through and with the NRC.

The NRC will provide all review material to the Contractor.

ARTICLE II - PERIOD OF PERFORMANCE

This agreement shall be effective from May 1979 until September 30, 1980.

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, \$10,000. 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 \$2,000. The balance of \$8,000 shall be obligated for the fiscal year 1980 upon availability of funds, by an unilateral modification to the contract.

ARTICLE V - PAYMENT

The NRC agrees to reimburse the Naval Research Laboratory for an amount not to exceed \$10,000. NRL will bill NRC for actual costs incurred. Billings should be submitted to:

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

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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 the COAR.

The COAR is responsible for:

- (1) monitoring the Contractor's technical progress, including the surveillance and assessment 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.

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If the Contractor receive 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 questions, within five (5) days, the Contractor shall notify the Contracting Officer.

VI.2 FOR THE PURPOSE OF THIS INTERAGENCY AGREEMENT - Mr. Cedric D. Beachem 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.

VI.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,

Dora J. Hargett, Chief
Small Purchases Section
Administrative Contracts Branch
Division of Contracts
Office of Administration

Accepted: Naval Research Laboratory by

Name (name)

Address (address)

(title)

06 JUN 1979

(date)

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