



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

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AUG 14 1979

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

Dear Mr. Mather:

SUBJECT: INTERAGENCY AGREEMENT No. NRC 05-79-267 (Agreement No. WES-79-13)

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 shall perform independent inspections of the site concrete testing lab located at the Marble Hill Nuclear Plant.

ARTICLE I - STATEMENT OF WORK

On an expedited basis to provide assistance to the NRC by performing laboratory and field inspections of the U. S. Testing laboratory.

Background

- a. As a result of allegations received through Congressman Deckard regarding construction activities at the Marble Hill Nuclear Plant it has been determined that the services of the Materials Properties Branch of the U. S. Army Waterways Experiment Station be retained to independently inspect the concrete test laboratory of U. S. Testing Co.
- b. Provide to the NRC a report of the results of the independent inspection of the U. S. Testing Lab. This report is to be provided to:

U. S. Nuclear Regulatory Commission  
Region III  
799 Roosevelt Road  
Glen Ellyn, Illinois 60137  
ATTN: J. G. KEPPLER, DIRECTOR

as soon as possible and not later than August 9, 1979.

ARTICLE II - PERIOD OF PERFORMANCE

This agreement shall be effective from July 23, 1979 until August 9, 1979.

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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 - PAYMENTS

The NRC agrees to reimburse the U. S. Army Engineer Waterways, Experiment Station for the amount not to exceed \$10,000. Billings should be submitted to:

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

ARTICLE V - SPECIAL PROVISIONS

V 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 assessment of 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 days, the Contractor shall notify the Contracting Officer.

V.2 For the Purpose of This Interagency Agreement

The supervision of Mr. George Hoff is essential to the performance of this contract.

V.3 Inspection and Acceptance

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

V.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 copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

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Sincerely,

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

Accepted: U. S. Army Engineer Waterways  
Experiment Station

(Name) NELSON P. CONOVER  
Colonel, Corps of Engineers  
Commander and Director

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Mr. Bryant Mather

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\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

*M J Mattia*  
\_\_\_\_\_  
(Name)

Mary Jo Mattia, Chief  
Administrative Contracts Branch

\_\_\_\_\_  
(Title)

July 19, 1979

\_\_\_\_\_  
(Date)

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ATTACHMENT 2

INSPECTION OF LABORATORY TESTING FACILITY AT  
THE MARBLE HILL NUCLEAR PLANT

The following items are to be inspected at the U. S. Testing Co., Laboratory located at the Marble Hill Nuclear Plant, by the U. S. Army, Waterways Experiment Station, Materials Properties Branch:

A. Procedure Review

Review all U. S. Testing Laboratory and field testing procedures to assure appropriate quality control measures have been incorporated for the testing of concrete and reinforcing steel materials.

B. Materials

1. General (applies to all concrete Material) - Identification; uniformity; storage conditions; handling methods; frequency of testing; quality control records.
2. Cement - sampling for Lab tests; protection from dampness; storage period.
3. Fly Ash - review fly ash logs; storage conditions; test results compared to spec. requirements.
4. Aggregates (fine and coarse) - gradation tests; moisture control; unit weight; specific gravity; stockpiling.
5. Water and Admixtures - sampling; acceptance limits; method of testing.
6. Reinforcing steel - tensile testing, bend tests.

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C. Laboratory Equipment

Review and inspect ALL LAB equipment used for the inspection of concrete and reinforcing steel materials. Include: calibration and frequency of calibration, thermometers, sieves, compression and tensile test equipment, sample splitters, molds tamping rods, slump cones, unit weight buckets, air content meters, moisture content equipment, ovens, curing facilities sample handling, etc.

D. Qualification of Lab Personnel

Observe lab technicians perform routine lab tests for compliance with ASTM standards and practice; Evaluate lab staff and technicians relative to familiarity with requirements; review and evaluate U. S. Testing Limit of Authority for rejecting material or concrete during production.

E. Observe Field Testing

If concrete field testing is in progress during inspection, observe field testing for compliance to ASTM standards and quality control measures.

F. Concrete Mix Design Qualifications

Review each mix design to assure mix has been properly qualified in accordance with ACI 211.1; include control tests of cement, aggregates, water and admixture; proportioning of mix; mix design computations; batch quantities; yield; air content and water/cement ratio.

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G. Review of Concrete Strength Results

Review statistical evaluation of concrete compressive strength results including coefficient of variation, minimum required compressive strength; standard deviation for each mix; verify adequate number of test cylinders were made for each placement.

H. Review of Nonconformance or Deviation Reports

Review nonconformance or deviation reports relative to U. S. Testing and concrete materials and evaluate Engineering disposition and corrective action to preclude repetition.

I. Specific Allegations

Address any specific allegations in the context of the above as directed by the Nuclear Regulatory Commission.

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