



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

George Robertson, Colonel
U.S. Department of the Army
Corps of Engineers
Executive Director of Civil Works
DAEN-CWE-S
Washington, DC 20314

Dear Colonel Robertson:

Subject: Interagency Agreement No. NRC-03-80-125

Pursuant to the authority contained in the Economy Act of 1932, as amended, 31 USC 686, the U.S. Nuclear Regulatory Commission (NRC) and the U.S. Army Corps of Engineers (COE) desire to enter into a cooperative agreement whereby COE will provide support in geotechnical engineering for non-reactor facilities.

Accordingly, the above Parties hereto mutually agree to the following terms of this agreement:

I. Period of Performance

The period of performance shall be from the effective date of the agreement through twelve (12) months thereafter.

II. Statement of Work

Work performed under this agreement shall be in accordance with Attachment I which is attached and made a part hereof.

III. Cost/Travel Arrangements

The estimated cost of the effort described in paragraph II above is \$11,605. Travel arrangements if necessary will be handled by NRC's Technical Monitor/Project Officer, Mr. J.D. Kane/Mr. Robert E. Jackson reached on (301)492-7972, via direct contact with COE's personnel.

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IV. Obligation of Funds

The amount presently obligated hereunder for the effort described is \$11,605.00, chargeable to the following B & R and FIN:

B & R: 20-19-12-5 FIN: B-6846

V Billing Instructions

COE, to receive reimbursement for costs incurred, shall submit invoices in accordance with Attachment II, Billing Instructions for NRC Cost-Type Contracts, which is attached and made a part hereof.

VI Advance Notification

It is estimated that the total cost to the NRC for the performance of this contract will not exceed the estimated cost set forth in ARTICLE III and COE agrees to use its best efforts to perform the work specified in ARTICLE II and all obligations under this contract within such estimated costs. If, at any time, COE has reason to believe that the costs which it expects to incur in the performance of this contract in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost then set forth in ARTICLE III, or if, at any time, COE has reason to believe that the total cost to the NRC for the performance of this contract will be greater or substantially less than the then estimated cost hereof, COE shall notify the Contracting Officer in writing to that effect, giving the revised estimate of such total cost for the performance of this contract.

VII Project Officer

The following individual will represent the Government as the Project Officer for this contract:

Robert E. Jackson -- (301)492-7972

- (a) The Project Officer 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 requirements; (2) interpreting the statement of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during the performance. Within the purview of this authority, the representative 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.
- (b) For guidance from the Project Officer 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 to 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.

- (c) If the contractor receives guidance from the Project Officer which the contractor feels is not valid under the criteria cited above, the contractor shall immediately notify the Project Officer. If the two are not able to resolve the question within five days, the contractor shall notify the Contracting Officer.

TECHNICAL DIRECTION

- (a) The NRC Project Officer named in this contract is responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The Project Officer is not authorized to make any commitments or any changes which constitute work not within the general scope of this contract, or constitute a basis for any increase in contract price or extension of the contract period of performance.
- (b) Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction, which:
 - (1) Constitutes an assignment of additional work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes to any of the expressed terms, conditions or specifications of the contract.
- (c) ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY HIM/HER IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be provided to the Contracting Officer.
- (d) In the event the Project Officer desires a change to the contract within one or more of the categories as defined in (1) through (4) of paragraph B above, he/she must direct such requests to the Contracting Officer. The Contracting Officer will handle the request in accordance with applicable laws and regulations.
- (e) Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending its own funds for unallowable costs under the contract.

POOR ORIGINAL

IX NRC Contacts

Contracts Contact: The NRC contact is Mrs. Joyce Fields,
telephone number (301)427-4480.
Mrs. Fields will handle all contractual/administrative
action.

If this agreement is acceptable to COE, please so indicate by signing
in the space below and returning two (2) signed copies to me. The third
signed copy is for your records.

Sincerely,

Allen F. Glagola

Allen F. Glagola, Acting Chief
Technical Assistance Contracts Branch
Division of Contracts
Office of Administration

U.S. DEPARTMENT OF THE ARMY

ACCEPTED: Subject to following reporting requirements: The only reports required
are a trip report of the site inspection and a final evaluation report.

BY: *R. L. Friedenwald*
R. L. FRIEDENWALD

TITLE: Executive Director of Civil works

DATE: 11 September 1980