

3/1/76 ([REDACTED], & J. G. Herstein)

Babcock & Wilcox

Power Generation Group

P.O. Box 1260, Lynchburg, Va. 24505

Telephone: (804) 384-5111

February 25, 1977

Mr. R. C. Arnold, Vice President
Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19603

Subject: EPRI Contract No. RP825-1
"Radiation Control in Primary Loop of PWR Plants"

Dear Sir:

Receipt of your letter of January 6, 1977 relative to the subject Study is acknowledged.

We have studied carefully the terms in your letter under which the proposed Study would be conducted and have attached for your consideration a proposed alternative Agreement. A brief discussion of specific items of your letter and the alternative Agreement follows:

Met Ed
Letter
1/6/77

Alternative
Agreement

Discussion

Cost

It is our understanding that there will be no readily identifiable cost to Met Ed. However, if it becomes apparent that Met Ed will incur costs, we will be receptive to a request for reimbursement provided that such request is received before such costs are incurred.

1 The terms and conditions of the Met Ed-B&W Master Services Contract are incorporated as a familiar vehicle covering B&W work at the Met Ed site.

2 Describes the services to be performed.

Deft. Exh. For ID 221
PDR Exh. in EV 7-21-81
Robert Capuzelo RPR
Doyle Reporting, Inc. RC

7/77 per RCR contact with direct.

W 12299

8307070306 770225
PDR ADOCK 05000289
P HOL

The Babcock & Wilcox Company / Established 1867

Babcock & Wilcox

-2-

February 25, 1977

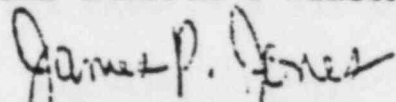
<u>Met Ed Letter 1/6/77</u>	<u>Alternative Agreement</u>	<u>Discussion</u>
1	3	Same.
2	4	Same.
3	5	Same.
4		The indemnification agreement of the Master Services Contract shall apply.
5	6	The Agency involved is corrected. The indemnification agreement of the Master Services Contract shall apply. A copy of the "Data" clause proposed by B&W for inclusion in the EPRI-B&W contract is attached for your information.
6	7	Same.
7	8	Revised to include both parties.

I hope that the attached Agreement will meet with your approval. Our ~~Mr. John R. Lewis~~ or I will be pleased to answer any questions.

I regret the delay in responding to your letter, which resulted in part from our ongoing negotiations with EPRI. We are now under considerable pressure from EPRI to reach a signed agreement with Met Ed and would appreciate a reply at your earliest convenience.

Yours very truly,

THE BABCOCK & WILCOX COMPANY


James P. Jones, Manager
Contracts-Legal, NPGD

WJ:bgr
Attachments:

Proposed Agreement, Met Ed-B&W
Proposed Data Clause, EPRI-B&W

cc: J. R. Lewis - B&W

W 12300

AGREEMENT

This Agreement, entered into as of March 1, 1977, by and between Metropolitan Edison Company (Met Ed) and The Babcock & Wilcox Company (B&W);

Whereas, Met Ed and B&W desire to participate in a Study of "Radiation Control in the Primary Coolant Loop of PWR Plants" to be performed by B&W under a separate contract with Electric Power Research Institute (EPRI),

Now, therefore, in consideration of the mutual promises herein contained, Met Ed and B&W agree that:

1. The Scope of Services shall be as set forth in Exhibit A, hereto. In conjunction therewith, Met Ed shall provide, without cost to B&W, ~~normal health physics services and reasonable facilities and assistance for the performance of the Scope of Services.~~ RCA?
2. The Terms and Conditions, as modified or supplemented herein, of the ~~Master Services Contract~~ between Met Ed and B&W (Met Ed P.O. #43613 ~~shall govern the work to be performed hereunder.~~) JF
3. The Study shall be conducted in such a manner so as not to interfere with or impede Met Ed's use, operation or maintenance of the Station and other electric installations.
4. The Study shall be performed in a good and workmanlike manner and in conformity with all laws and all orders, rules, regulations and specifications of any public body having jurisdiction over the Station and its operations.
5. B&W personnel shall comply with Met Ed safety and security regulations as may be in force at the Station.
6. The results of the Study shall be available to Met Ed at all times and a copy of B&W's final report to EPRI shall be provided to Met Ed simultaneously with its submission to EPRI or any ~~other third party.~~ /
7. The Study shall be completed, and all B&W personnel and equipment removed from the Station on or before July 1, 1980.

8. This consent and the obligations and liabilities herein shall extend to Babcock & Wilcox Company and Metropolitan Edison Company, their officers, employees, agents and contractors, as the case may be.

METROPOLITAN EDISON COMPANY

By: _____

Title: _____

THE BABCOCK & WILCOX COMPANY

By: C. P. Jones

Title: Manager, Contracts-
Nuclear Power Gen.

186-75-3
Description of Work - Task V

EPRI RP825-1

RADIATION CONTROL IN THE PRIMARY COOLANT LOOPS OF PWR PLANTS

Task V - TMI 1 Plant Monitoring will be carried out by B&W Lynchburg Research Center personnel.

The Work Scope will involve the following items:

1. Complete refueling radiation surveys at three (3) anticipated reactor refuelings - these will include Ge(Li) spectra as well as gross radiation field data.
2. Study of all preoperational testing data and parameters in an attempt to relate these to radioactive corrosion product plant inventories.
3. Collect and evaluate all reactor coolant chemistry and radiochemistry data along with operating modes and other pertinent parameters from initial system fill through the end of the contract.
4. Collect and evaluate all radiation survey data taken by TMI staff during maintenance or unplanned outages to observe general trends between refueling outages.
5. Gather and analyze corrosion product samples once/month during operation and on a more frequent basis (perhaps 2/hour) during and immediately after shutdowns for refueling to follow shutdown spikes. These samples will be analyzed by B&W for isotopics, magnetic content, chemical composition, particle size distribution, etc.
6. Comparisons of all data gathered at TMI with Oconee data along with input to B&W crud codes to help elucidate the corrosion mechanisms and to help explain differences among the various plants.

Ron Williams - should not subject ourselves to any liability

Exhibit A

W 12303

Deft. Exh. For ID 222
Plt. Exh. in CV 7-21-81
Robert Capuzelo RPR
Doyle Reporting, Inc. *RC*

C
O
P
Y
Babcock & Wilcox Company
Post Office Box 1260
Lynchburg, VA 24503

Attention: J. T. Janis
Power Generating Group

Gentlemen:

Subject: EPRI Contract - RP825-1

In response to Mr. Janis' letter of December 1, 1976, this will serve as formal authorization for you to enter upon Metropolitan Edison Company's Middletown, Pennsylvania, property with your personnel and equipment for the purpose of performing the Task V portion of your PWR Radiation Control Study on Unit #1 of our Three Mile Island Nuclear Station, as more fully described in Exhibit A, attached hereto and made a part hereof. It is understood that the Study will be performed without cost or expense to Metropolitan Edison Company, "Met-Ed." This authorization, however, is contingent upon your compliance with the following conditions:

1. The Study shall be conducted in such a manner so as not to interfere with or impede Met-Ed's use, operation or maintenance of the Station and other electric installations. *See 3*
2. The Study shall be performed in a good and workmanlike manner and in conformity with all laws and all orders, rules, regulations and specifications of any public body having jurisdiction over the Station and its operations. *See 4*
3. Your personnel shall comply with Met-Ed safety and security regulations as may be in force at the Station. *See 5*

W 12275

4. You hereby release and waive any right to ask for, or demand, damages for, or on account of, any loss or injury (including death) arising from the condition of Met-Ed's premises or the conduct of any activities or operations thereon by any person and further agree to indemnify Met-Ed and save it harmless from and against any and all liability, loss, cost and expense (including all expense, legal or otherwise, incurred by Met-Ed in the investigation and defense of any claims or suit) for injury (including death) to any person or damage to any property and from and against all claims for any such injury or damage, however caused, arising out of, or connected with, your presence, performance of the Study or failure to comply in whole or in part with any or all of the terms, conditions and provisions hereof, unless such injury or damage is due to Met-Ed's sole negligence.

5. The results of the Study shall be available to Met-Ed at all times and a copy of your final report to the U. S. Environmental Protection Agency shall be provided to Met-Ed prior to its submission to such Agency or any other third party.

6. The Study shall be completed, and all of your personnel and equipment removed from the Station on or before July 1, 1980.

This consent and the obligations and liabilities herein shall extend to Babcock & Wilcox Company, its officers, employees, agents and contractors, as the case may be.

If you are in agreement with the foregoing, kindly so indicate by signing the enclosed carbon copy of this letter at the place provided and returning the same to the undersigned.

Very truly yours,

R. C. ARNOLD
Vice President

Date _____

Metropolitan Edison Company:

We, for ourselves and our successors and assigns, intending to be legally bound, hereby accept your authorization and agree to comply with the foregoing conditions.

Attest:

BABCOCK & WILCOX COMPANY

By _____
President

Secretary

W 12276

Description of Work - Task V

EPRI RP825-1

RADIATION CONTROL IN THE PRIMARY COOLANT LOOPS OF PWR PLANTS

Task V - TMI 1 Plant Monitoring will be carried out by B&W Lynchburg Research Center personnel.

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6. Comparisons of all data gathered at TMI with Oconee data along with input to B&W crud codes to help elucidate the corrosion mechanisms and to help explain differences among the various plants.

Exhibit A

W 12277