

COMANCHE PEAK STEAM ELECTRIC STATION

UNIT 2

EBASCO

CODE CONTROL PROGRAM
ASME III DIVISION 1



SECTION: 15	SECTION TITLE: EXHIBITS	REVISION: 2 PAGE <u>1</u> OF <u>2</u>
PREPARED BY: C. T. Anderson		SUPERSEDES: Revision 1
DATE: 08/13/90		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>APPROVAL:</p> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 80%; margin: 5px auto;"/> <p>EBASCO, DIRECTOR QUALITY ASSURANCE</p> </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 80%; margin: 5px auto;"/> <p>EBASCO, PROJECT QUALITY ASSURANCE PROGRAM MANAGER</p> </div> </div> <div style="width: 48%;"> <p>CONCURRENCE:</p> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 80%; margin: 5px auto;"/> <p>TU ELECTRIC, CHIEF ENGINEER</p> </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 80%; margin: 5px auto;"/> <p>TU ELECTRIC, DIRECTOR QUALITY ASSURANCE</p> </div> </div> </div>		
<p>THIS SECTION ACCEPTED BY EBASCO AUTHORIZED INSPECTION AGENCY:</p> <div style="display: flex; justify-content: space-between; margin-top: 50px;"> <div style="width: 60%; text-align: center;"> <hr style="width: 80%; margin: 5px auto;"/> <p>AUTHORIZED SIGNATURE</p> </div> <div style="width: 35%; text-align: center;"> <p>July 27, 90</p> <hr style="width: 80%; margin: 5px auto;"/> <p>DATE</p> </div> </div>		

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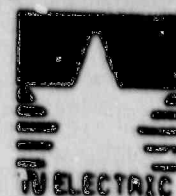
COMANCHE PEAK STEAM ELECTRIC STATION

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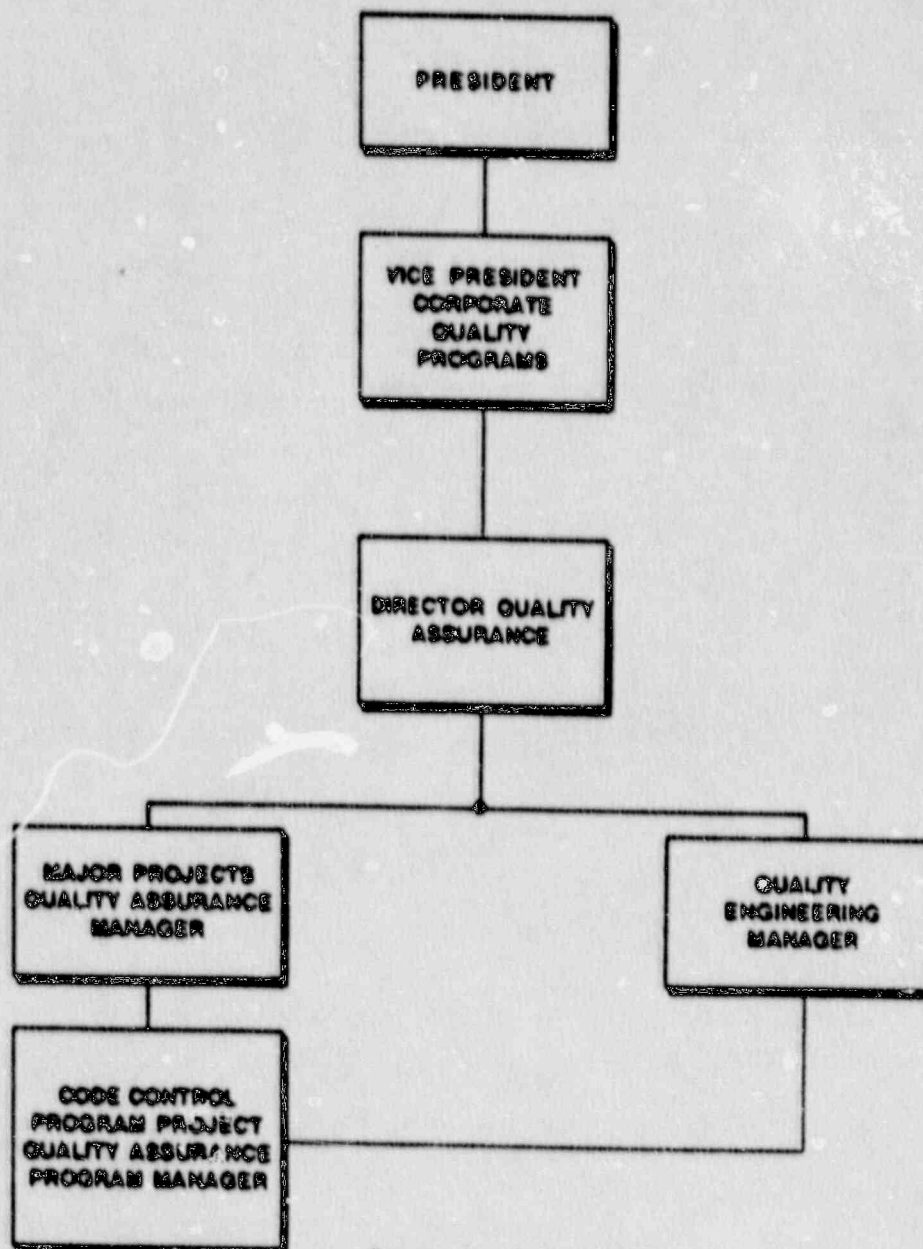
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EBASCO SERVICES INCORPORATED CORPORATE QUALITY PROGRAMS ORGANIZATION



Corporate Audits/ASME III Interface

Technical/Administrative Direction

COMANCHE PEAK STEAM ELECTRIC STATION

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SECTION:

15

SECTION TITLE:

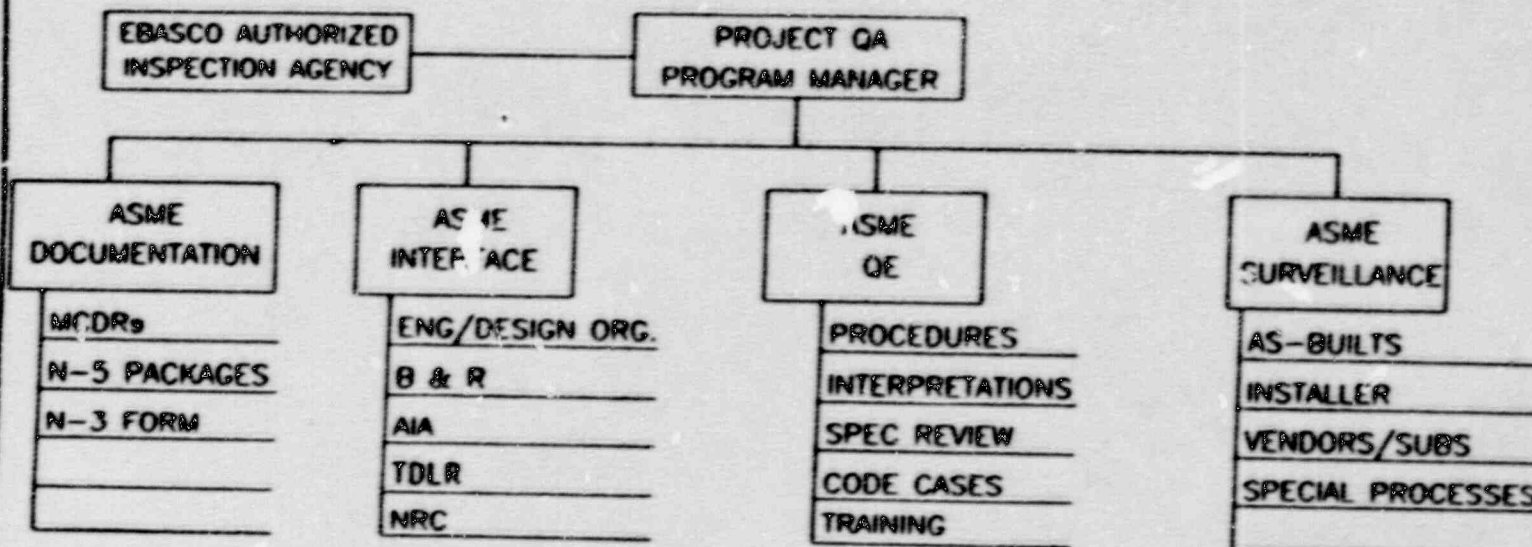
EXHIBIT 15.2

REVISION: SECTION 1 AND 2.

REVISION: 2

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COMANCHE PEAK STEAM ELECTRIC STATION - UNIT 2 EBASCO CODE CONTROL GROUP ORGANIZATION



NOTE:

INTERFACES WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATION AND THE NRC ARE CONDUCTED THROUGH TU ELECTRIC.

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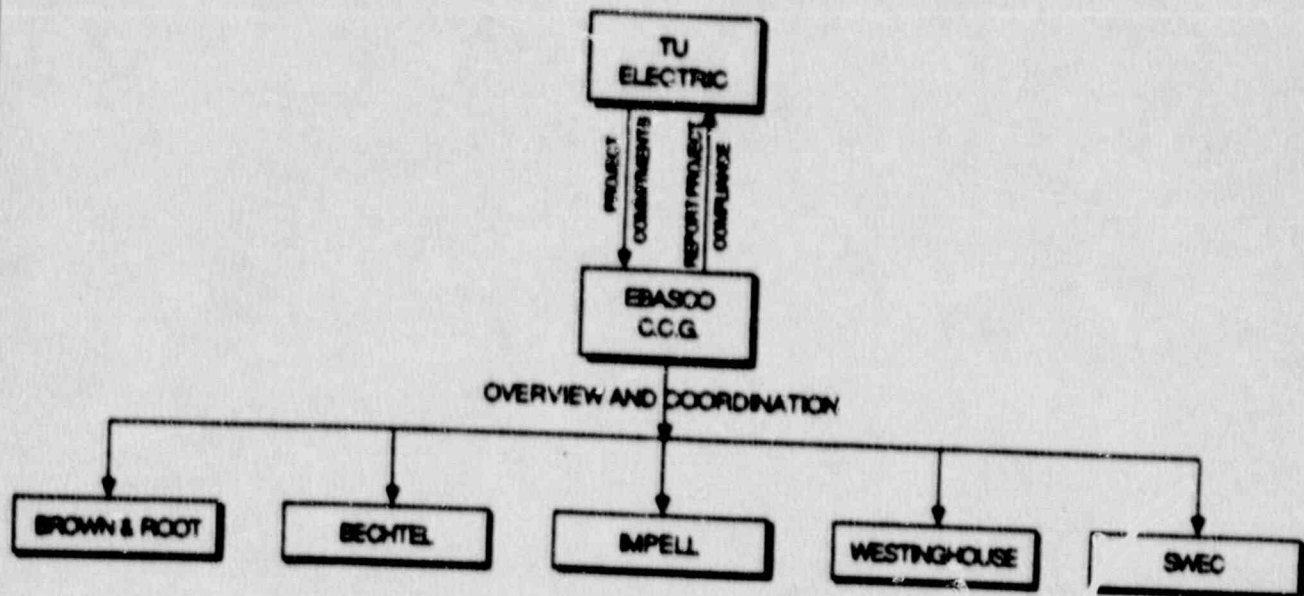
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COMANCHE PEAK STEAM ELECTRIC STATION - UNIT 2
PROJECT FUNCTIONAL ORGANIZATION
FOR
OWNER AGENT CODE COORDINATION ACTIVITIES



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SPECIAL SERVICES AGREEMENT
FOR AUTHORIZED INSPECTION AGENCY
MONITORING ACTIVITIES
COMANCHE PEAK STEAM ELECTRIC STATION - UNIT 2

- I. The Arkwright Mutual Insurance Company (herein referred to as "the Seller") agrees to perform the special services described in Section II of this agreement on behalf of Ebasco Services, Incorporated (herein referred to as "the Purchaser") at the Comanche Peak Steam Electric Station (CPSES) Unit 2.

Such special services shall be executed by qualified personnel meeting the requirements of Section III and IV of this agreement and in accordance with sound practice and conforming insofar as possible with standard field procedure. The Seller agrees to do all things necessary to complete the work forthwith, but shall not be liable for delays from causes beyond its control. The Seller agrees to document the conclusions or opinions reached during performance of the work in a manner mutually agreeable to the Seller and the Purchaser and to provide reports as requested by the Purchaser describing the special services performed and the conclusions or opinions reached as a result thereof. Such opinions or conclusions shall represent the best judgement of the Seller as to the conditions presented or observed and shall not constitute any other agreement with respect to such conditions. Upon completion of the special service the Seller agrees to provide a certification statement as described in Section V of this agreement.

II. Description of Special Services to Be Performed

1. The Seller agrees to provide the services of an Authorized Inspection Agency (AIA) including the services of Authorized Nuclear Inspector(s) (ANI) and Authorized Nuclear Inspector Supervisor(s) (ANIS) to review documentation and to monitor the activities of the Purchaser who is acting as Agent for TU Electric (herein referred to as "the Owner") in the implementation of a quality assurance program (herein referred to as "The Code Control Program" or "CCP") to confirm compliance with project ASME Section III Division 1 (ASME III) Code commitments at CPSES - Unit 2.
2. The Seller agrees to provide ANI and ANIS representatives to serve as members of a joint team composed of representatives from the Owner, the State of Texas and the Nuclear Regulatory Commission for the purpose of surveying or auditing the CCP.

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3. The Seller agrees to provide ANI and ANIS services for twice yearly audits to evaluate ANI and CCP activities.
4. The Seller agrees to provide ANIS services for the review and acceptance of the CCP manual as well as any subsequent revisions thereto. This review shall use the criteria applied to a quality assurance program of an Engineering organization or a Certificate Holder where fabrication and installation including procurement is performed by appropriate ASME NPT and RA Certificate Holders.

III. General Requirements for Special Services

1. The Seller is expected to supply these special services upon activation of this agreement and in accordance with the Purchaser's requirements. Special service periods and schedules are subject to change in accordance with any construction or startup schedule changes or any other Purchaser requirements. The Purchaser will endeavor, to provide to the extent possible, fifteen (15) days advance notice of changes to special service schedules; however, the Seller shall be expected to supply increased or reduced services with a minimum notice of five (5) days when necessary. The special services will generally be conducted on a level of effort basis and should generally be unaffected by short term changes in the level of effort for the piping system installation, test and acceptance process.
2. The Seller's Authorized Nuclear Inspectors and Authorized Nuclear Inspector Supervisors shall identify those Code Control Program activities, events and/or CPSES documents which they determine must be witnessed, monitored, reviewed, or otherwise verified in the performance of these special services in order to satisfy themselves that the CCP is complied with. The Purchaser will provide access to such identified documents and timely notification of such identified activities or events. The Seller is expected to conduct its pre and post-activity services, to the extent possible, in its own offices or at office facilities provided by the Purchaser. The Purchaser will provide such information and documentation necessary for the pre and post-activity work.
3. The Seller shall be an Inspection Agency fully meeting the requirements of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, American National Standards Institute (ANSI) Standard ANSI/ASME N626.0 and the Boiler Safety Act of the State of Texas as an Authorized Inspection Agency. Similarly, the Seller's personnel shall be nuclear inspectors and nuclear supervisors fully meeting the requirements of the ASME Code, ANSI/ASME N626.0 and the Boiler Safety Act of the State of Texas as Authorized Nuclear Inspectors and Authorized Nuclear Inspector Supervisors respectively, as necessary to provide the special services described herein. Additionally, the Authorized Nuclear Inspectors and Authorized Nuclear Inspector Supervisors shall be experienced with the site Code construction activities but shall have no prior experience with the CPSES project (see Section IV of this agreement).

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4. The Seller's ANI's will either accept the activity, event and/or document witnessed, monitored, reviewed, or otherwise verified or identify them as unacceptable as soon as possible after completion of their activity. In the event this period exceeds twenty-four (24) hours, the Purchaser may contact the Seller's ANIS to obtain an expeditious resolution. The ANI will notify the Purchaser's representative in writing of reasons for not accepting, giving specific reference to section and paragraph of the Code or of the CCP which applies to the activity.

5. All special service work will be billed per the rate schedule as indicated in Contract No. D-90006, including overtime for the special services described herein.

6. This agreement shall be activated with a supplement to Contract No. D-90006 and subsequent supplements issued by the Purchaser.

IV. Independence of AIA Personnel

The Seller shall not assign or provide personnel or supervision with prior involvement with the CPSES project in any capacity other than as an ANIS or ANI with the Unit 2 CCP. Independence is essential to the AIA third party role being discharged under this agreement. For these reasons, persons assigned shall have no substantial beneficial interest in TU Electric, or its subsidiaries. Each person assigned shall be required to document their independence by signing the Statement of Independence shown in Attachment B.

V. Certification Statement for Special Services

1. Upon completion of the special services described herein for each ASME III Piping System at CPSES - Unit 2 and upon resolution of all outstanding unacceptable conditions identified in performing the special services described herein for the ASME III Piping System, the Seller shall provide a Monitoring Statement for Owner's Agent added to the Certified N-5 Code Data Report as shown in Attachment A.
2. The Seller's representatives shall sign the Monitoring Statement for Owner's Agent after verifying proper completion and certification of the N-5 Code Data Report by the parties required by the ASME III Code and after completion of a compliance statement added to the Certified N-5 Code Data Report as shown in Attachment A by the Purchaser as Agent for the Owner.

VI. Special Services Warranty

The Seller shall perform the special services as described herein as an independent contractor in accordance with its own methods, the terms of the agreement, and the applicable laws and regulations of the State of Texas. The Seller's liability arising out of or in connection with the special services described herein shall be limited to re-performing at its own expense special services which (1) are deficient because of Seller's failure to perform said services in accordance with the standards imposed by law upon nuclear inspection personnel performing services of a similar nature and (2) are reported in writing to the Seller after discovery thereof.

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VII Terms

1. For the special services described herein, the Purchaser agrees to pay the Seller in accordance with the rates identified in the rate schedule as indicated in Contract No. D-90006, for each Authorized Nuclear Inspector and Authorized Nuclear Inspector Supervisor performing such special services.
2. As to all invoices submitted, terms of payment shall be net cash, payable thirty (30) days after receipt of invoice. Any release or like authorization submitted by the Purchaser for services covered in this agreement, which is in conflict or in any manner inconsistent with the provisions thereof, shall not supersede or alter the provisions of this agreement.
3. This agreement may be terminated by either party giving thirty (30) days written notice to the other party.

Accepted by and on behalf
of the PurchaserBY: R. A. Cunningham
signaturefor CHARLES R. HEALY
nameDIRECTOR QUALITY ASSURANCE
titleDATE: 5/2/90Accepted by and on behalf
of the SellerBY: Klaus Ullmann
signatureKLAUS ULLMANN
nameVICE PRESIDENT ENGINEERING
titleDATE: 3/1/90

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ATTACHMENT A TO SPECIAL SERVICES AGREEMENT
OWNER'S AGENT COMPLIANCE STATEMENT
AND AIA MONITORING STATEMENT

NOTE

See Exhibit 15.8 for a copy of the N-5
statements which are contained in the Special
Services Agreement of Contract No. D-90006.

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ATTACHMENT B TO SPECIAL SERVICES AGREEMENTSTATEMENT REGARDING INDEPENDENCE AND POTENTIAL OR APPARENT
CONFLICTS OF INTEREST

TO: _____ Insurance Company

Whereas, the undersigned employee ("Employee") understands that he or she is being considered as a participant to provide services to Ebasco Services, Incorporated with respect to the Code Control Program at the Comanche Peak Steam Electric Station and

Whereas, Employee understands that it is necessary that proposed participants be screened for independence, conflict of interest and for potential or perceived conflicts of interest with respect to this assignment, the Employee makes the following representations to _____ Insurance Company for the above stated purposes:

1. Employee has not engaged in any business involved with or related to the ASME III Piping and ASME III Component Support Work of the Comanche Peak Steam Electric Station;
2. Neither Employee, nor any members of his or her immediate family, own any beneficial interest in TU Electric, including but not limited to common or preferred stock, bonds, or other securities issued on behalf of TU Electric;
3. None of the members of Employee's immediate family are employed by TU Electric;
4. Employee does not have a conflict of interest and is not aware of any potential conflicts of interest or conditions which could be perceived as conflicts of interest with respect to this assignment.

This statement is based upon the Employee's best information and belief and any exceptions to the representations contained herein have been described below.

NAME _____ DATE _____
Printed

Signature _____

COMANCHE PEAK STEAM ELECTRIC STATION

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EBASCO SERVICES INCORPORATED

Two World Trade Center, New York, N.Y. 10048-0752

EBASCO

DATE:

TO:

Enclosed is a copy of CPSES, ASME Section III, Division 1 Code Control Program documents for initial issue/incorporation into your Controlled Manual Number _____. Please acknowledge receipt/required updating within 20 days of the transmittal date by signing and dating this sheet and return it to:

R. A. Cummings, Jr.
PQAPH
Ebasco Services, Incorporated
P. O. Box 1042
Glen Rose, Texas 76043

Thank you,

PQAPH

Acknowledgement Signature

Date

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EBASCO

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SURVEILLANCE NO. (CONT.)	PAGE OF (S-SATISFACTORY, P-REPAIR/REPLACE)	COMMENTS	AMT NOTIF. PTS	S U	ATTRIBUTE	
AT NO						

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FORM AS-62

UNIT 2

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CODE CONTROL PROGRAM

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CCG SURVEILLANCE NO. _____

PAGE OF

SUMMARY OF SURVEILLANCE (cont.)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.**STATUS**

ATTRIBUTES _____ SAT _____ UNSAT _____

OBSERVATION(S) _____ ATTRIBUTE ITEM NO.(S) _____

PERSON(S) CONTACTED _____

ATTACHMENTS _____

COMPLETED BY _____

POPM CONCURRENCE _____

DISTRIBUTION SEE ATTACHED COVER LETTER

COMANCHE PEAK STEAM ELECTRIC STATION

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COMPLETED BY EBASCO CODE CONTROL GROUP (CCG)	COMANCHE PEAK SES SURVEILLANCE OBSERVATION FORM EBASCO CODE CONTROL GROUP		PAGE ____ OF ____
	ACTION RESPONSIBILITY ASSIGNED TO	PERSON DISCUSSED WITH	SOI No. _____
	REQUIREMENT(S) VIOLATED		REVISION _____
			SURVEILLANCE No. _____
			RESPONSE DUE DATE _____
	DESCRIPTION OF OBSERVED CONDITION		
	RECOMMENDED ACTION(S) <input type="checkbox"/> CORRECTIVE <input type="checkbox"/> ASSESS GENERIC IMPLICATIONS <input type="checkbox"/> PREVENTIVE		
	CCG INITIATOR	DATE	CCG PGAPW
			DATE

COMPLETED BY ORGANIZATION IN BLOCK 3	CORRECTIVE ACTION(S)/ASSESSMENT OF GENERIC IMPLICATIONS		
			COMPLETION DATE
	CAUSE OF CONDITION/PREVENTIVE ACTION(S) TO ADDRESS CAUSE		
			COMPLETION DATE
	SIGNATURE	DATE	

COMPLETED BY EBASCO CCG	RESPONSE	<input type="checkbox"/> ACCEPT <input type="checkbox"/> AMENDED RESPONSE	EVALUATOR	DATE	PGAPW OR CCG LEAD	DATE
	AMENDED RESPONSE	<input type="checkbox"/> ACCEPT <input type="checkbox"/> REJECT	EVALUATOR	DATE	PGAPW OR CCG LEAD	DATE
	VERIFICATION	<input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY	VERIFIER	DATE	PGAPW OR CCG LEAD	DATE
	REMARKS					
	CCG CLOSURE					

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QUALITY ASSURANCE AUDITOR QUALIFICATIONS RECORD

EBASCO

INSTRUCTIONS

Help is readily available from the Department
 of Health and Safety, which can be contacted on
 0161 275 2222.

AUDITOR'S NAME

REV	CLASSIFICATION	DATE	CERTIFIED BY

TYPE OF AUDITING

TYPE OF AUDITING: ☒ General ☐ Other

		POINTS					
		ALLIED ROLE	REV - EARNED	REV - EARNED	REV - EARNED	REV - EARNED	REV - EARNED
A. EDUCATION							
1a. Associate Degree (Nonacademic) or		1					
b. Associate Degree (Technical) or		2					
c. Bachelor Degree (Nonacademic) or		2					
d. Bachelor Degree (Technical)		3					
2. and Master's Degree (Technical or Business)		1					
SUBTOTAL NOT TO EXCEED 4 POINTS							
B. PROFESSIONAL ACCOMPLISHMENT							
1. Professional Engineer		2					
2. Professional Society Certification		2					
SUBTOTAL NOT TO EXCEED 2 POINTS							
C. EXPERIENCE							
1. Technical (Eng. Manual Control, Oper or Maintenance - 1 year or more) and		6					
2a. Nuclear (2 years or more)		1					
b. or Quality Assurance (2 years or more)		2					
c. or Auditing (2 years or more)		3					
d. or Nuclear Quality Assurance (2 years or more)		3					
e. or Nuclear Quality Assurance Auditing (2 years or more)		4					
SUBTOTAL NOT TO EXCEED 8 POINTS							
D. MANAGEMENT EVALUATION							
Reason _____		2					
Performance - Initial and Date _____							
SUBTOTAL NOT TO EXCEED 2 POINTS							
GRAND TOTAL							

LEAD NUMBER CORRELATION ON LEAD VERIFIED BY _____ DATE _____
CORRELATION FOR LEAD NUMBER VERIFIED BY _____ DATE _____

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NOTE: The information shown below is additional information that CCG will add to the N-5 Code Data Report which does not alter or supersede the information required by the ASME Code.

COMPLIANCE STATEMENT FOR OWNER'S AGENT

Apart from Code of record requirements and the above preceding Code Certifications, we have performed reviews, inspections, surveillances, verifications and audits of the Code process in accordance with our site Code Control Program, as agent for the Owner, and state that to our current knowledge the information contained on the Data Report is correct, and that the piping system conforms to the rules of the ASME Code, Section III, Division 1 as evidenced by the preceding Code Certification statements and our site Code Control Program activities.

Date _____ Signed _____
(EBASCO CCG Manager)

MONITORING STATEMENT FOR OWNER'S AGENT

Apart from Code of record requirements and the above preceding Code Certifications, I, the undersigned, holding a valid commission, issued by the National Board of Boiler and Pressure Vessel Inspections and the State or Province of _____ and employed by _____

of _____ have monitored the activities of the Owner's Agent for the Piping System described in this Data Report and state that to my current knowledge such activities were performed in accordance with the site Code Control Program accepted by my Company.

By signing this Certificate, neither the inspector nor his employer makes any warranty, expressed or implied, concerning the Piping System described in this Data Report. Furthermore, neither the inspector nor his employer shall be liable in any manner for any personal injury or property damage or loss of any kind arising from or connected with this activity.

Date _____ Signed _____
(Authorized Inspector)

Commissions _____
(National Board, incl. Endorsements, State or Province and Number)

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EBASCO SERVICES INCORPORATED**EBASCO**

Two World Trade Center, New York, N.Y. 10048-0752

CODE CONTROL PROGRAM
CPSES UNIT 2

DATE: _____

CERTIFICATE OF CONCURRENCE
FOR _____ SYSTEM

The ASME Section III portion of the System noted above, as shown in the Design Specification, and the attached flow diagram is currently represented by the N-5 Data Reports contained in the Systems File.

DATE: _____ SIGNED: _____
PQAPH for CCG ActivitiesDATED: _____ SIGNED: _____
EBASCO'S ANI

ACKNOWLEDGEMENTS

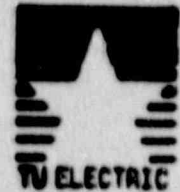
DATE: _____ SIGNED: _____
TU ELECTRICDATE: _____ SIGNED: _____
OWNER'S AUTHORIZED NUCLEAR INSPECTOR

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APPENDIX V

Form N-3

FORM N-3 OWNERS' DATA REPORT FOR NUCLEAR POWER PLANT COMPONENTS*

As Required by the Provisions of the ASME Code Rules

1. Name of Owner _____
2. Address of Owner _____
3. Name of Power Plant including Unit No. _____
_____ National Board No. for Unit _____
4. Location of Power Plant _____
5. NUCLEAR VESSELS (List all Nuclear Vessels and attach copies of all Manufacturers' Data Reports and Manufacturers' Partial Data Reports, Forms N-1, N-1A, N-2).

[illegible]

Attach supplemental pages as required

6. **NUCLEAR PIPING** (Identify all Nuclear Piping by listing Manufacturer's Order No. appearing on form NPP-1 and attach copies of all Data Reports for Nuclear Piping).

[illegible]

Attach supplemental pages as required.

4. ~~Information~~ drawn in form of text, photos or drawings that is used provided (1) not to the 11; (2) information is given through a the data report is recorded on each sheet, and (3) each sheet is numbered and the number of sheets is recorded on the top of the form.

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This form (5-74) can be obtained from the ADPS, 345 E. 47th Street, New York, N.Y. 10017

FORM ASMR