

GACP 31-079

INDEPENDENT MANAGEMENT REVIEW
OF THE
ZIMMER 1 NUCLEAR PLANT PROJECT

PROPOSAL TO

CINCINNATI GAS AND ELECTRIC COMPANY

MARCH 1983



TORREY
PINES
TECHNOLOGY

A Division of GA Technologies Inc.

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A PDR



TORREY PINES TECHNOLOGY

P.O. Box 85608
San Diego, California 92138
Telephone: (619) 455-2654

A Division of GA Technologies Inc.

March 4, 1983
GACP 31-079

Mr. W. H. Dickhoner
President and Chief Executive Officer
Cincinnati Gas and Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

Dear Mr. Dickhoner:

Torrey Pines Technology (TPT) is pleased to provide this proposal for a management review of the Zimmer 1 Nuclear Power Plant project. The proposal is provided in response to your request during our March 2, 1983 meeting in Cincinnati.

Torrey Pines Technology believes this proposal satisfies the NRC requirements as outlined during our meeting. Specifically, the proposed work independently reviews Cincinnati Gas and Electric Company's management of the Zimmer Project, including its quality assurance program and its quality verification program, to determine measures needed to ensure that construction of the Zimmer plant can be completed in conformance with NRC regulations and construction permit. At your direction we have started preparation of the Program Plan which will establish the detailed project tasks and schedule.

Our current estimate for this review is \$350,000, including travel expenses, and we believe the program can be completed in two months after NRC approval. These estimates are for budgetary and planning purposes and will not be used to constrict the program, nor to compromise the necessary thoroughness of the effort.

Thank you for considering Torrey Pines Technology for this project. Please contact me at (619) 455-2654 if you have any questions concerning the details of this proposal.

Sincerely,

George L. Wessman
Director
Torrey Pines Technology

INTRODUCTION

Torrey Pines Technology, the engineering services division of GA Technologies Inc. (GA), is pleased to submit this proposal to conduct an independent management review of the Zimmer 1 Nuclear Plant Project. This proposal is submitted in response to a request from W. H. Dickhoner of Cincinnati Gas and Electric Co.

This proposal includes a brief statement of the scope of services to be provided by TPT, schedule and cost information, a statement of TPT/GA's independence and qualifications, the proposed project organization with resumes of the key people and suggested terms and conditions for performing this work.

TPT has extensive experience and expertise in QA/QC matters and in nuclear plant construction. This experience and expertise has been obtained through its own plant design and construction activities, nuclear plant consulting contracts and recently completed independent design and construction reviews of four nuclear plants.

SCOPE OF SERVICES

TPT will utilize proven methods to conduct an independent management review of the construction organization for the Zimmer 1 plant. This review will evaluate Cincinnati Gas and Electric Company's management of the Zimmer project, including its quality assurance program and its quality verification program, to determine measures needed to ensure that construction of the Zimmer plant can be completed in conformance with the NRC's regulations and construction permit.

TPT will make recommendations to the Cincinnati Gas and Electric Company (CG&E) regarding necessary steps to ensure that the construction of the Zimmer 1 facility can be completed in conformance with the Commission's regulations and the construction permit.

In making recommendations TPT will include at a minimum consideration of the advantages and disadvantages of the following alternatives:

- o Strengthening the present CG&E organization.
- o Creation of an organization structure where the construction management of the project is conducted by an experienced outside organization reporting to the Chief Executive Officer of CG&E.
- o Creation of an organizational structure where the quality assurance program is conducted by an experienced outside organization reporting to the Chief Executive Officer of CG&E.
- o Creation of an organizational structure with both quality assurance and construction project management conducted by an experienced outside organization reporting to the Chief Executive Officer of CG&E.

A program plan will be prepared at the beginning of the review. This plan will provide detailed descriptions of the tasks included in this review and a schedule for these tasks.

All exchanges of correspondence, including drafts and the final report, will be submitted simultaneously to Cincinnati Gas and Electric Company and the NRC Regional Administrator.

The work performed on this project will be carried out under a documented QA program prepared specifically for this project utilizing the NRC-approved QA Quality Assurance Program. This program includes internal audits to assess compliance with the independent verification project requirements.

SCHEDULE

The overall schedule for this management review, as it is projected at this time, includes one week for organization and preparation of the Program Plan, four (4) to six (6) weeks for gathering data and one (1) to two (2) weeks for evaluation and preparation of the final report. The schedule is a planning tool and will not be allowed to unduly constrict the program.

COST ESTIMATE

Based on the scope of services and schedule described above, the total review effort is estimated to be \$350,000. This estimate will form the basis for detailed budgets for the project and can be used for budgetary purposes, but may change as the precise scope and complexity of the individual tasks are developed. Cost control will not be used as a deterrent to a thorough, adequate review; however, it will be used in a professional manner to obtain value commensurate with the expenditure.

This estimate includes:

Labor	\$285,000
Travel and Living Allowances	<u>\$ 65,000</u>
	\$350,000

We propose to perform this work on a time and materials basis at the rates given in Table 1.

TABLE 1

1983 PRICE SCHEDULE
ENGINEERING AND SCIENTIFIC SERVICES

I. LABOR RATES

<u>Exempt</u>	<u>\$/HR</u>
Engineer I	\$42
Engineer II	48
Engineer III	58
Engineer IV	68
Engineer V	82
Engineer VI	92
Engineer VII	102
Management Consultant	125
Executive Consultant	160

Non-Exempt

Graphic Arts and Technical	
Typing Services, etc.	36
Technical	42
Senior Technical	48

Add \$10/hour to above rates for laboratory services.

II. FACILITIES RATES

Computer	880
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III. EXPENSES

Expenses, such as material and subcontracts will be billed at actual costs plus 15%. Travel expenses will be billed at actual cost plus 5%.

INDEPENDENCE OF BIDDER

This section provides information that demonstrates that TPT/GA is substantively independent and may be contracted as an Independent Consultant for the purposes of this review effort. The information presented clearly defines TPT/GA's involvement for the past two years with Cincinnati Gas and Electric Company, its subsidiaries and the major contractors involved in the Zimmer 1 plant. TPT has not been previously hired to do any work on the Zimmer project. The independence of the individual reviewers will be attested to by signed statements.

Financial Independence

GA Technologies Inc. and its predecessor company, General Atomic, has obtained less than 1% of its revenue for the last two years from Cincinnati Gas and Electric Company and its Zimmer 1 plant contractors. Companies involved in the Zimmer 1 plant are:

- a) Cincinnati Gas and Electric Company
- b) Columbus & Southern Ohio Electric Company
- c) Dayton Power & Light
- d) Sargent & Lundy
- e) Kaiser Engineers
- f) General Electric Company

Annual revenues of less than \$100,000 have been received by GA from these companies in the last two years. A more detailed statement can be prepared if desired.

The individuals involved in this program will be free of conflict of interest. Conflict of interest is defined as:

1. For key project personnel, any work experience or association in design, construction and quality assurance with the Zimmer 1 plant or with Cincinnati Gas and Electric current within the past three years.

2. Current activity on any other Zimmer 1 or Cincinnati Gas and Electric work.
3. For personnel other than key project personnel with past Zimmer 1 or Cincinnati Gas and Electric work experience or association within the past three years, a level of effort on this project which exceeds a half-time level for the duration of the project.

Note: The cumulative effort on this project of all such personnel with this type of past work experience shall not exceed 10% of the total project effort.

4. An immediate family member who is employed by Cincinnati Gas and Electric.
5. A cumulative ownership and creditor interest in Cincinnati Gas and Electric which exceeds 5% of their gross family annual income.

The individuals involved in this program will fill out and sign forms attesting to their independence. Support personnel including secretaries, report editors and typists, graphic artists, draftsmen, and project schedulers are not included in these restrictions since they are not in a position to influence the technical review or its results.

Marketing Contacts

Marketing contacts between TPT and Cincinnati Gas and Electric Company have been limited. Routine visits to CG&E by marketing personnel were made on March 2, 1982; June 22, 1982; August 25, 1982; December 1, 1982 and January 12, 1983. In addition, Mr. G. L. Wessman visited Mr. Earl Borgmann on March 26, 1982 to describe our capabilities for performing independent reviews. None of these contacts has resulted in any contracts.

PROJECT ORGANIZATION

GA Technologies is a diversified organization with four major business areas and associated administrative functions reporting to the company President as shown in Fig. 1. Torrey Pines Technology is the business division responsible for supplying engineering services to industry. Resources for the various engineering services are drawn from all areas of the company.

Performance of the Zimmer 1 Independent Management Review contract will be the responsibility of the Torrey Pines Technology division. Mr. A. J. Neylan will be the Project Manager and will accomplish the review through the project organization shown in Fig. 2. Mr. Neylan will be the principal contact with Cincinnati Gas and Electric and will direct the efforts of this project. He is responsible for performance to contractual scope, cost, schedule, and reporting requirements. Mr. Neylan reports directly to George L. Wessman who will provide management overview for this project applying his experience from all of TPT's independent review efforts and his extensive experience in communicating with the NRC. Frequent project status review meetings will ensure the application of Mr. Wessman's capabilities to the Zimmer 1 Independent Management Review project.

W. Grail, P. Yensuang and T. Colandrea are three additional key people who will perform and direct the detail tasks in their indicated areas of expertise. The resumes of these five key people follow at the end of this section.

Close communication will be maintained between the Project Manager and the Cincinnati Gas and Electric representative to facilitate transfer of data and to keep Cincinnati Gas and Electric aware of the contractual aspects of the review. This close communication will allow Cincinnati Gas and Electric to expedite problem areas that could impede the review process.

This close communication will not extend to review reports or recommendations. Required technical status reports and the final review report will be prepared independently by TPT and will be submitted to Cincinnati Gas and Electric with a concurrent copy to the NRC Regional Administrator. TPT personnel will be located at appropriate locations as necessary to maximize technical communication and expedite data acquisition for the review.

GA TECHNOLOGIES ORGANIZATION

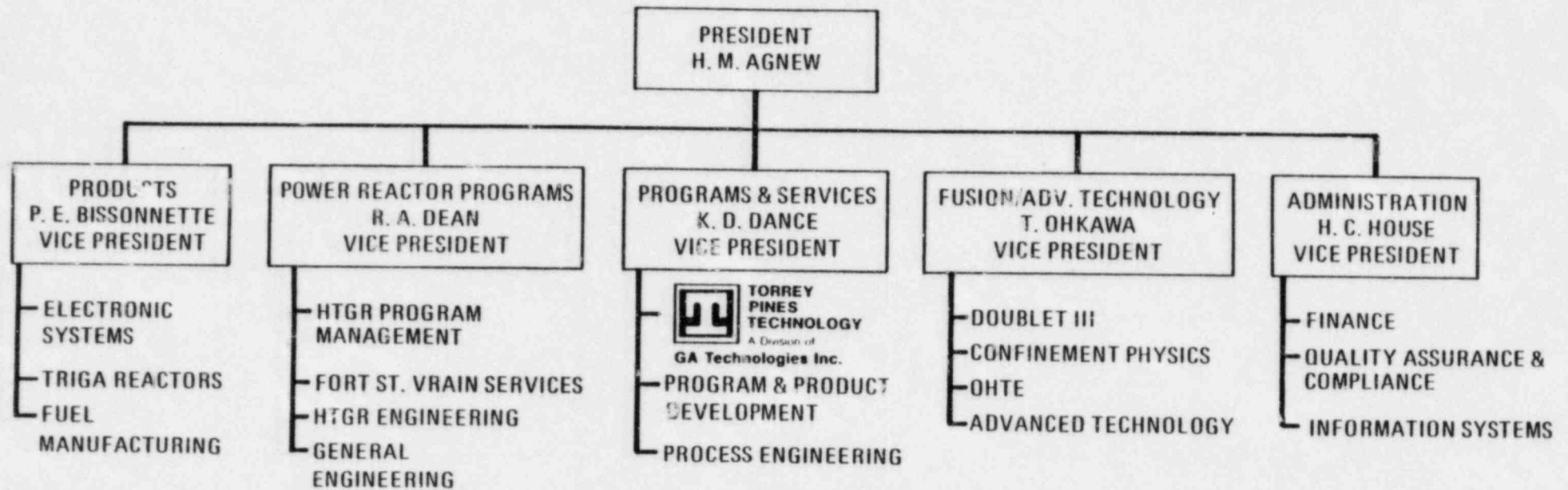


Fig. 1. GA Technologies Organization

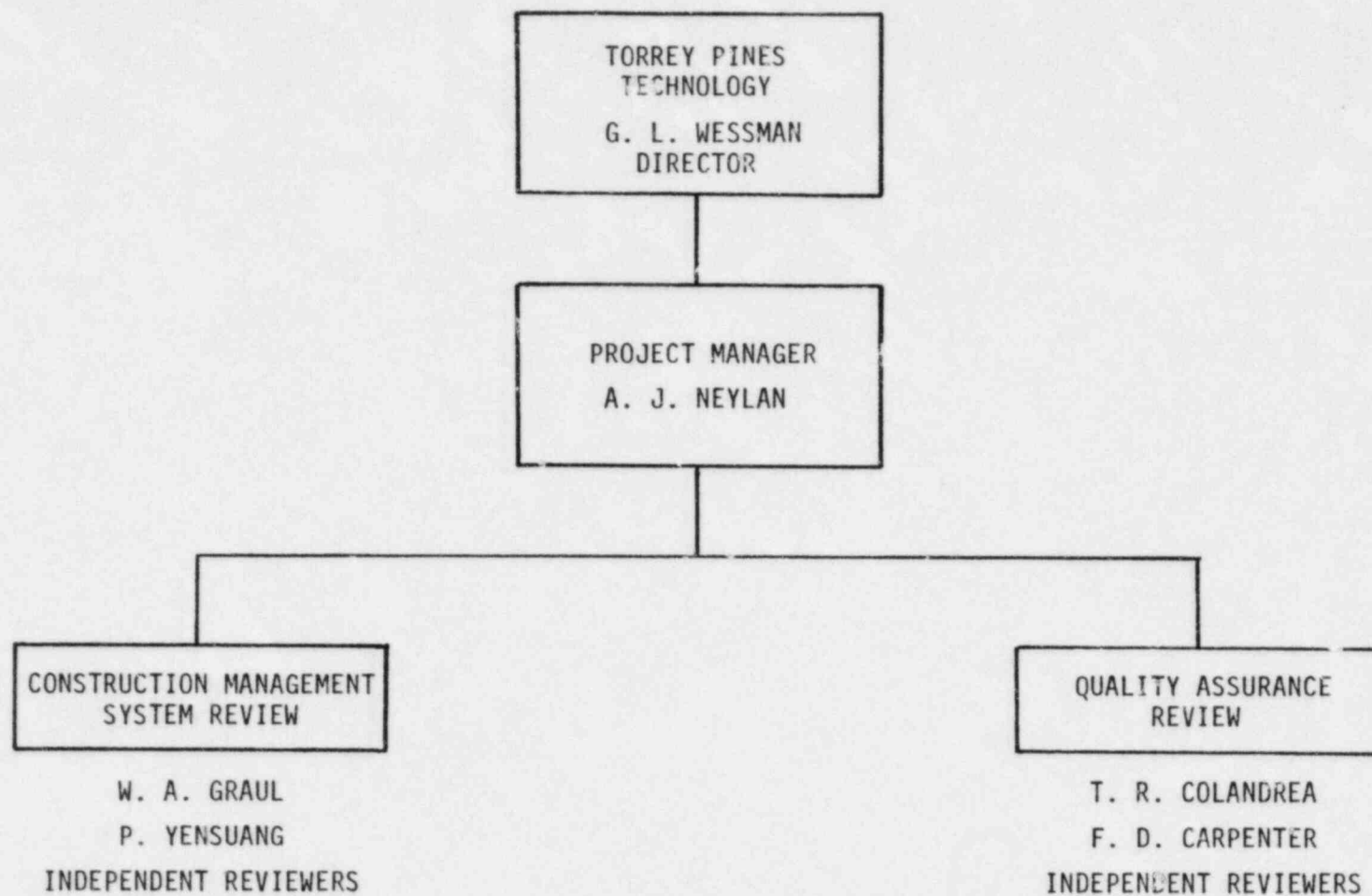


Fig. 2. Project Organization for Zimmer 1
Independent Management Review

FREDERICK D. CARPENTER

PROFESSIONAL SPECIALTY

Project and Operations Management in nuclear, quality, and metallurgical engineering, research development, manufacturing and facilities operation.

EDUCATION

B.S., (Chemistry), San Diego State University, 1951
Graduate Studies, San Diego State University, Evenings, 1953-1957
Additional Studies, Management, Value Analysis

EXPERIENCE - 32 years (26 industrial/6 government)

Professional Experience at GA Technologies Inc. (Since 1957)

Management of a Quality Assurance System Operations responsive to Company, Customer, State and Federal requirements. Functions include Quality Engineering and Quality Operations (procedures, training, audits, records procurement surveillance/inspection, and special processes).

Project Manager for independent design verification and quality system evaluation for a major safety system in a nuclear power plant.

Directed separate quality assurance activities for nuclear fuels development and manufacturer. Also directed Company's health physics, nuclear material management for special, source, and by-product materials, nuclear waste processing facilities and licensing activities for special nuclear materials handling and reactor operation.

Managed Metallurgical Operations Department, responsible for in pile irradiation testing of materials, thermo-physical properties laboratory, metallographic laboratory, and a 1,000,000 curie hot cell facility for materials post-irradiation examinations.

PROFESSIONAL ASSOCIATIONS

Registered Professional Engineer, Metallurgical, California, 1966
Registered Professional Engineer, Quality, California, 1975
Registered Professional Engineer, Nuclear, California, 1976
Certified Quality Engineer, American Society of Quality Control, 1974
Member, ANSI N46.2 Quality Assurance Standard Committee
RSTD Executive Committee, American Nuclear Society, 3 years
Board of Directors, International Metallographic Society, 1968
Member, Energy Element Subcommittee, County of San Diego

ADDITIONAL INFORMATION

Author/Co-author - 35 technical papers
Holder of four patents (3 U.S.A., 1 British)

THOMAS R. COLANDREA

PROFESSIONAL SPECIALTY

Analysis/assessment, development/implementation, and management of Quality Assurance Programs. Trouble-shooting of quality and metallurgical problems.

EDUCATION

B.S., Metallurgical Engineering, University of Missouri at Rolla, 1959.
M.S., Engineering Science, RPI (Hartford Graduate Center), 1965.
M.B.A., Management, Western New England College, 1972.

EXPERIENCE

Responsible for administering, coordinating and directing the functions of Quality Assurance within the Company. These functions include the Quality Systems Department, Manufacturing Assurance, Fort St. Vrain QA activities, as well as quality program management on such programs as HTGR Technology and fusion.

Responsible for managing the nuclear quality systems and quality program management activities. These activities include quality systems development, QA procedures, QA auditing, corrective action, training, qualification and quality program management. Responsible for managing the quality engineering, source surveillance/inspection, and special processes QA (welding, heat treating, nondestructive examination) functions.

Quality Systems Dept. Manager - Combustion Engineering.

Materials Engineering Supervisor - nuclear R&D - Combustion Engineering.

Materials Development Group Supervisor - nuclear submarines - Electric Boat.

Metallurgical Engineer - jet engine materials and quality problems - Pratt & Whitney Aircraft.

PROFESSIONAL ASSOCIATIONS

Registered Professional Engineer, Metallurgical Engineering, Conn., 1967.
Certified Quality Engineer, American Society for Quality Control, 1973.
Qualified Evaluator of Nuclear Suppliers to CASE Procedure, 1974.
Qualified QA Auditor to ANSI N45.2.23, 1974.
Registered Professional Engineer, Quality Engineering, California, 1975.
Certified Reliability Engineer, Amer. Society for Quality Control, 1976.
Member, ASME Nuclear Quality Assurance Main Committee.
Member, ASME Sub-Committee on Personnel Qualification.
Member, ASME/ANSI N45.2.23 Work Group on Lead Auditor qualification.

WILLIAM A. GRAUL

PROFESSIONAL SPECIALTY

Construction, operations and manufacturing management

EDUCATION

B.S., Chemical engineering, Drexel University, 1952

EXPERIENCE

Manager of Construction Scheduling, responsible for planning and scheduling reactor project site activity and hardware delivery.

Manager of Operations Support, directing planning and scheduling, cost estimating, manufacturing engineering, and procurement for the HTGR steam generator program.

Responsible for project manufacturing and manufacturing engineering in the Manufacturing Division and also directed a management audit of the Quality Assurance function.

Project Manager of the Fort St. Vrain Project.

Manager of Operations and Engineering with Gulf Oil Chemicals, London, coordinating the \$100 million European chemical operation.

PROFESSIONAL ASSOCIATIONS

Member, AIChE

A. J. NEYLAN

PROFESSIONAL SPECIALTY

Program and technical management, engineering design and development.

EDUCATION

M.Sc., Management, SDSU, California
D.M.S.;, Mech., England

EXPERIENCE

Currently Program Manager responsible for developing all technical data, information and technology required for various HTGR applications. The program includes the research, development and demonstration of all HTGR components and systems, methods development and verification, safety and reliability analyses, materials data, fuel and fuel process development and technology transfer from related operating reactors and international programs.

Responsible for design and development of PCRV, liners, penetrations, thermal barrier, and all reactor internal structures for the HTGR.
(General Atomic Company, 13 years)

Involvement in British Nuclear Power Program from magnox reactors to latest generation AGR reactors. Included design and construction work on auxiliary gas circuits for Hinkley Point and Sizewell N.P.S., and subsequently on reactor internal structures and prestressed concrete pressure vessels for Wylfa and Hartlepool N.P.S. (English Electric Company, 8 years)

Design engineering and site construction in chemical and oil industries.
(7 years)

PROFESSIONAL ASSOCIATIONS

Member, ASME
Former Chairman, working Group on Concrete Reactor Vessels, ASME
Code Section III, Division 2 (ACI/ASME Jt. Technical Committee)
Fellow, Institution of Mechanical Engineers (England)
Member, FIP International Commission on Concrete Pressure Vessels
Member, ISO Technical Committee 86-3, WG-10, Concrete Pressure Vessels
Member, American Management Association

Registered Professional Engineer, Nuclear, California
Registered Professional Engineer, Mechanical, California
Chartered Engineer, Mechanical, England

GEORGE L. WESSMAN
Director
Torrey Pines Technology

PROFESSIONAL SPECIALTY

Project, functional, and business management, multi-discipline management and engineering design and development.

EDUCATION

B.S., Chemical Engineering, University of Minnesota, 1958
M.S., Chemical Engineering, University of Minnesota, 1964

EXPERIENCE

Currently responsible for overall direction and performance of Torrey Pines Technology, the engineering services division of GA Technologies. Responsible for all phases of organization, marketing, project management and profitability.

Currently active at all levels in the development of codes and standards in the United States. This includes chairmanship of the Nuclear Standards Management Board, American National Standards Institute, Member of the American Nuclear Society's Standards Steering Committee and Member of the American Nuclear Society's Nuclear Power Plant Standards Committee.

Responsible for the integration of all technical effort during the final three years of construction and startup of the Fort St. Vrain Nuclear Power Plant. This included the technical effort in mechanical, electrical, control, systems and fuel engineering and licensing. It included the aspects of analysis, design, field startup, field problem solving and document control.

Directed company's Licensing Division during the period of time it was in the commercial nuclear steam supply system business. This included responsibility for all phases of federal and state licensing matters including discernment of trends, reviewing and commenting on draft regulatory documents, establishing licensing strategy, identifying licensing risks and assisting clients to obtain the necessary permits and licenses at both state and federal levels.

Managed the Plant Engineering Department for General Atomic while the design for the large commercial nuclear steam supply system was developed. This included responsibility for organization, staffing, technical adequacy of the department's work and setting departmental policies and procedures for engineering planning, scheduling and budgeting, fluid system design, control, electrical and instrumentation design, system performance, safety and analysis. The project engineers for all projects were also included in the department.

George L. Wessman
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Program manager for the AEC study of the large HTGR design. This program was directed toward optimizing the design of a large HTGR power plant.

Responsible for various aspects of management of the Peach Bottom project during final construction, startup, and initial operation. This included responsibility as project engineer, site manager and project manager. As project manager responsible for steam generator repair and the design, licensing, production, delivery and installation of second core for the Peach Bottom Atomic Power Station Unit #1.

Technical work performed as a shielding design engineer, fluid system design engineer, nuclear engineer responsible for fuel element design and development of chemistry data required for fuel element design.

PROFESSIONAL ASSOCIATIONS

Registered Professional Nuclear Engineer, California, 1977
Member, ANS
Chairman, ANSI NSMB
Member, ANS SSC
Member, ANS NUPPSCO

PRAKOB (KIM) YENSUANG

PROFESSIONAL SPECIALTY

Program planning, scheduling and performance measurement. Computerized management systems. Configuration management; record control. Risk analysis; decision analysis.

EDUCATION

B.S.C.E., Structural and Construction, 1962

Graduate School - USDA/George Washington University - Engineering and Economics (2-year exchange student) - 1964.

MIT/AMA, Computer Science, 1971

EXPERIENCE

Responsible for development and implementation of program planning, scheduling, configuration management and record control for High Temperature Gas-Cooled Reactor (HTGR), Gas Cooled Fast Breeder Reactor (GCFR), Fort St. Vrain (FSV), Delaware Power & Light (DPL), and Philadelphia Electric (PE) nuclear power plant projects. Developed management systems involving cost/schedule risk and decision analysis techniques for Solvent Refined Coal Project (SRC-II) for Gulf Oil Corporation.

Developed and gave training seminars to engineering and project management personnel in the Project Management, Planning, Scheduling, Performance Measurement and Configuration Management technique areas. Also gave seminars to major utilities and construction firms, including Pittsburgh Midway & Coal Company, United Nuclear Corporation, and Kawasaki Heavy Industries, Ltd., Nuclear Division.

Designed and implemented management systems involving construction and manufacturing planning, scheduling, resource management, cost/schedule/technical risk analysis and configuration management for use in nuclear and conventional power plant projects at Stone & Webster Engineering and Bechtel Corporation.

ADDITIONAL INFORMATION

Co-author of COMPUTERIZED PROJECT MANAGEMENT TECHNIQUES FOR MANUFACTURING AND CONSTRUCTION INDUSTRIES, 1979, Prentice Hall.

TERMS AND CONDITIONS FOR TECHNICAL SERVICES

TPT recommends that the following terms and conditions are appropriate for this independent management review. In the following articles Torrey Pines Technology is the "Company" and Cincinnati Gas and Electric Company is the "Purchaser."

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES

A. Applicable Terms

Sale of any services or related material covered by this Contract is conditional upon the terms contained herein. Any additional or different terms proposed by Purchaser will not be binding upon Company unless accepted in writing by Company's authorized representative. Any order for, any statement of intent to purchase hereunder, or any direction to proceed with the work shall constitute assent to Company's terms and conditions.

B. Standards and Remedies

Company will perform work under this Contract in accordance with generally accepted engineering and technical standards. If, within a period of twelve (12) months from the date of completion of the work, it is determined that Company has failed to comply with this undertaking, Company will reperform the noncomplying portion of the work in accordance with the terms of this Contract. Such reperformance shall be Purchaser's exclusive remedy and shall be Company's sole obligation. Company shall not be responsible for the use of or inability to use any information furnished by Company in conjunction with the work performed hereunder.

THE EXPRESS UNDERTAKING AND REMEDY SET FORTH ABOVE ARE EXCLUSIVE AND NO WARRANTIES OR REMEDIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USAGE SHALL APPLY.

C. Limitation of Liability

The liability of Company, its agents, employees, suppliers, and subcontractors of any tier, with respect to all claims arising out of performance or nonperformance under this Contract or in connection with the work, whether based on contract, warranty, tort (including negligence), or otherwise, shall not exceed in the aggregate the base contract price for such work performed or to be performed under this Contract and shall in no event include damages for loss of profits or revenue, or the loss of use of either; loss by reason of nonoperation or increased expense of operation of equipment; increased costs of purchasing or providing equipment, materials, supplies, or services outside of Company's scope of supply; costs of capital; inventory or use charges; or incidental, special or consequential damages of any nature.

This Limitation of Liability article shall apply notwithstanding any conflicting or inconsistent provision contained in any item or document comprising this Contract or any other contract and to the full extent permitted by law and regardless of fault.

D. Nuclear Idemnity

When any services furnished hereunder are to be performed on or in connection with any nuclear installation or activity, Company and its suppliers and subcontractors shall have no liability for any nuclear damage, injury or contamination to any property located at the site and Purchaser indemnifies Company and its suppliers and subcontractors against any such liability, whether as a result of breach of contract, warranty, tort (including negligence), or otherwise. In addition, Purchaser warrants that it has entered into an agreement of indemnification as contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, and has obtained nuclear liability insurance from American Nuclear Insurers of MAELU, or both, pursuant to Section 170

of said Act. Any of Company's material or equipment which becomes radioactive at the work site, shall, at Company's option, become the property of Purchaser. Any nuclear decontamination necessary for Company's performance (including warranty performance) shall be performed by Purchaser without cost to Company.

E. Purchaser's Actions

Company shall not be responsible for the acts or omissions of the employees, contractors, subcontractors, or agents of Purchaser, and shall not be liable for any property damage or personal injury caused by any act or failure to act by such employees, contractors, subcontractors, or agents.

F. Taxes

Company's prices do not include sales, use, excise or similar taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise, or other tax applicable to the work hereunder shall be for the account of Purchaser, or in lieu thereof, Purchaser shall provide Company with tax-exemption evidence acceptable to the appropriate taxing authorities.

G. Cancellation

In the event of bankruptcy or insolvency of Purchaser or in the event any proceeding is brought against Purchaser, voluntarily or involuntarily, under the bankruptcy or insolvency laws, or if the financial condition of Purchaser at any time does not, in the judgment of Company, justify continuance of the work, Company shall be entitled to cancel the contract and shall receive reimbursement for its reasonable and proper cancellation charges.

H. Assignment

The delegation or assignment by either party hereto of any or all of its duties or rights hereunder without the other party's prior written consent, which written consent shall not be unreasonably withheld, shall be void.

I. Applicable Law

The rights and obligations of the parties under this Contract shall be interpreted in accordance with and governed in all respects by the laws of the state of California.

J. Confidentiality

Any information, suggestions, or ideas transmitted by Purchaser to Company in connection with performance hereunder are not to be regarded as submitted in confidence except as may be otherwise provided in a writing signed by an authorized representative of Company.

K. Complete Agreement

This Contract contains the complete agreement between the parties, and no modification, amendment waiver, or other change will be binding upon Company unless assented to in writing by Company's authorized representative.