

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE 12/17/85	4. REQUISITION/PURCHASE REQ. NO. RFPA No. NRR-85-067	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555 -		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Teledyne Engineering Services Attn: Mr. James Flaherty, Vice President 130 Second Avenue Waltham, MA 00254	9. SA. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-03-85-067 10B. DATED (SEE ITEM 18) 9/9/85
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

B&R No. 20-19-40-41-1

FIN No. D-1338

Increase: \$ 579,471.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority) X Mutual agreement of the parties	8602030275 851230 PDR CONTR NRC-03-85-067 PDR

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to revise the Statement of Work to add new tasks which include independent inspection, witnessing of test modifications, and audits in connection with the above-numbered contract. Accordingly, the Commission accepts Teledyne Engineering Services' (TES) technical proposal dated November 8, 1985, and as further revised by NRC letter dated November 15, 1985, and accepted by your letter dated December 5, 1985 which is hereby incorporated into this contract by this reference to perform the efforts as described therein. Verbal negotiations were held on December 17, 1985 concerning the cost proposal between Teledyne Representatives, Mr. Donald Landers, Vice President, Mr. Jim Flaherty, Vice President and Mr. William Moonan, Comptroller and Ms. Deborah Hawkins, Contract

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) WILLIAM S. MOONAN VP & COMPTROLLER	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul J. Edgeworth		
15B. CONTRACTOR/OFFEROR Waltham, MA	15C. DATE SIGNED 12/21/85	15D. UNITED STATES OF AMERICA BY Paul J. Edgeworth (Signature of Contracting Officer)	15E. DATE SIGNED 12/30/85

Administrator, representing NRC. The verbal negotiations are hereby finalized and incorporated into the contract by this modification. Therefore, the above-numbered contract is modified as follows:

1. Section B - Supplies or Services and Prices/Costs, is revised as follows:

B.2. A., is deleted in its entirety and the following is substituted in lieu thereof:

"A. Total Estimated Cost\$938,663.00
Fixed Fee\$ 93,865.00
Total Estimated Cost Plus Fixed Fee\$1,032,528.00"

2. Section C - Description/Specification/Work Statement, is revised as follows:

C.1.2 entitled Scope of Work, is revised to add the following paragraph:

"5. Assess the applicant's (TUGO's) implementation of his Program Plan. The new tasks will include independent inspection, witnessing of tests modifications, and audits. The schedule and intensity of these audits and inspections is highly dependent on the TUGO's schedule and breadth of activities. These Tasks (task 5 through task 11) are identified in your technical proposal dated November 8, 1985 and as further revised by NRC's letter dated November 15, 1985." (See Attachment A)

C.1.3 entitled Schedule and Level of Effort, is revised to include the following:

Add: Task 5 (e)

Estimated Level of Effort, FY 86	16 staff months
Completion Date	August 15, 1986

Task 6 (f)

Estimated Level of Effort, FY 86	2.8 staff months
Completion Date	August 15, 1986

Task 7 (g)

Estimated Level of Effort, FY 86	2 staff months
Completion Date	March 15, 1986

Task 8 (h)

Estimated Level of Effort, FY 86	3.9 staff months
Completion Date	September 15, 1986

Task 9 (i)

Estimated Level of Effort, FY 86	1.75 staff months
Completion Date	As required

Task 10 (TES Added Task 1)

Completion Date	September 30, 1986
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Task 11 (TES Added Task 2)

Completion Date	September 30, 1986
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C.2 entitled Meetings and Travel is deleted in its entirety and the following is substituted in lieu thereof:

"C.2 Meetings and Travel

1. Glen Rose, Texas - 2 trips, 5 people for 4 days
4 trips, 5 people for 5 days
5 trips, 5 people for 5 days
(Consultant) 5 trips, 1 person for 5 days
 2. Bethesda, Maryland - 8 trips, 3 people for 3 days
5 trips, 1 person for 1 day
6 trips, 1 person for 1 day
4 trips, 4 people for 2 days
 3. Champaign, Illinois - 2 trips, 2 people for 2 days
 4. New York 3 trips, 4 people for 3 days
 5. Cedar Rapids, Iowa to Bethesda - 3 trips, 1 person for 5 days
 6. Cedar Rapids, Iowa to San Francisco - 1 trip, 1 person for 5 days
 7. Boston to Dallas, Texas - 3 trips, 3 persons for 4 days
 8. Boston to San Francisco - 2 trips, 5 people for 4 days
 9. Boston to New York - 3 trips, 4 people for 3 days
3. Section F - Deliveries and Performance, F.1. entitled Reporting Requirements is revised to include the following:
- "3. Prior to initiation of tasks 5 and 6, the contractor shall provide the NRC Project Officer a plan for each task, including details on sample sizes, methodology of review or audit and an estimated level of effort. Upon approval of each plan by the Project Officer, work shall commence.

A monthly report shall be provided to the NRC Project Officer which summarizes major efforts and significant findings. In addition, upon completion of tasks 5-8, a Technical Evaluation Report shall be provided to the Project Officer which summarizes the technical effort and findings for each task. For task 9, contractor shall contribute to written and oral testimony as required at ASLB hearings as requested by NRC.

The Technical Evaluation Report shall be delivered on or prior to September 15, 1986."

4. Section F.3 entitled Duration of Contract Period, is deleted in its entirety and the following is substituted in lieu thereof:

"F.3. Duration of Contract Period

This contract shall become effective on June 10, 1985 and shall continue to completion thereof, on September 30, 1986."

5. Section G - Contract Administration Data, Item G.1. entitled Consideration, Estimated Cost, Fixed Fee and Obligation, the following changes are made:

Paragraph 1 - Delete: \$ 453,057.00
Insert: \$1,032,528.00

Delete: \$411,871.00
Insert: \$938,663.00

Delete: \$ 41,186.00
Insert: \$ 93,865.00

Section G.1. entitled Consideration, Estimated Cost, Fixed Fee and Obligation, is revised as follows:

Paragraph 3 is deleted in its entirety and the following is substituted in lieu thereof:

- "3. The amount presently obligated by the Government with respect to this contract is \$1,032,528.00. It is anticipated that present funding will enable the contractor to perform through September 30, 1986. The new contract ceiling amount, \$1,032,528.00, includes the \$25,000.00 amount which was verbally authorized on December 16, 1985."

6. Section G.2 Overhead/General and Administrative Rates, is deleted in its entirety and the following is substituted in lieu thereof:

- "A. Pending the establishment of final overhead rates which shall be negotiated based on an audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 126.9 percent of direct labor for the period June 10, 1985 through December 22, 1985.* For the period December 23, 1985 through September 30, 1986* the contractor shall be reimbursed at a rate not to exceed the ceiling rate of 123.9 percent of direct labor. In no event shall the final audited rate exceed the ceiling rate herein established."
- "B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 10.2 percent of total direct costs for the period June 10, 1985 through December 22, 1985.* For the period December 23, 1985 through September 30, 1986*, the contractor shall be reimbursed at a rate not to exceed the ceiling rate of 16.8 percent of total direct costs."
- "C. Notwithstanding A. and B. of this Section, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon acceptance of such revised rates by the Contracting Officer. However, subject to the final audit, ceiling rates can be adjusted downward, not upward, to reflect actual experienced rates."
7. Section G.5. entitled Project Officer, Item B, is deleted in its entirety and the following is substituted in lieu thereof:
- "Larry Shao - Mail Stop 5650-NL
U. S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
5650 Nicholson Lane
Rockville, MD 20852"

All other terms and conditions set forth under this contract remain unchanged.

*Note: Period of the rate application is based on contractor's billing year which begins each December 23.

Attachment A

Task 5 (e) _____

Conduct audits of the implementation of the Comanche Peak, QA design review activities. This will include review of procedures, methodology and analysis, as well as a sample comparison of as-built installations with design configurations for all disciplines. The areas to be reviewed and sampled include pipng, pipe supports, cable trays and supports, conduit supports, civil structural, mechanical systems, mechanical components, electrical, instrumentation and control. Reviews and audits will be conducted at the site in Glen Rose, Texas; Stone and Webster Engineering offices in New York, New York; Ebasco Engineering offices in New York, New York; Gibbs and Hill offices in New York, New York; and Impell offices in Walnut Creek, California.

Task 6 (f) _____

Evaluate the CYGNA Independent Assessment Program results for all disciplines. The Contractor will review all CYGNA reports for Phases 1 through 4 as well as NRC evaluations thereof. The contractor will summarize findings in a Technical Evaluation Report and will also evaluate TUGCO's implementation of its actions relative to CYGNA findings.

Task 7 (g) _____

Conduct investigations of newly received design or QA/QC related allegations. The contractor will review, evaluate, investigate and document approximately fifty allegations in the QA/QC area.

Task 8 (h)

Coordinate the development of an overall evaluation of the effectiveness and technical adequacy of the implementation of the TUGCO Program Plan. This will require the development of a technical evaluation document which incorporates the findings of Tasks (d), (e) and (f) with the results of other independent evaluations (NRC Region IV and Office of Inspection and Enforcement) of the implementation of the Construction and Design Adequacy Plans.

Task 9 (i)

Provide written and oral testimony as required at ASLB hearings related to Tasks (a) through (h) above.

Task 10 (TES added Task 1)

Review the Safety Significance Evaluation of construction deviations being performed under the construction adequacy program. This task is necessary since preliminary presentations by the Applicant indicate that analysis techniques are being utilized to determine safety significance. This is an important effort since expansion of the construction sample is dependent on the safety significance of deviations.

Task 11 (TES added Task 2)

Provide close coordination with the CPSES Project Staff. Based on the current TUGCO and NRC-CPSES Project activity and the various NRC offices providing support, it is imperative that coordination of efforts be controlled. In addition, it is necessary for TES to interface with all NRC staff involved in the CPSES review effort in order to efficiently perform Task (h) above. Based on this we propose to provide a TES staff member in the NRC offices two to three days per week. The primary function of this individual will be to attend CPSES Project meetings, provide TES input to NRC activities and schedule TES participation in audits and reviews as requested by the NRC staff.