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| 1. AMENDMENT/MODIFICATION NO.<br><b>Three (3)</b>  | 2. EFFECTIVE DATE<br><b>SEP 17 1982</b>    | 3. REQUISITION PURCHASE REQUEST NO.<br><b>NRR-81-103 Rev. No. 3</b> | 4. PROJECT NO. (If applicable) |
| 5. ISSUED BY<br><b>U.S. Nuclear Regulatory Commission<br/>Division of Contracts<br/>Washington, DC 20555</b> | 6. ADMINISTERED BY (If other than block 5) | CODE  |                                |

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| 7. CONTRACTOR NAME AND ADDRESS<br><b>Gage-Babcock and Associates, Inc.<br/>ATTN: Mr. Bert Cohn<br/>135 Addison Avenue<br/>Elmhurst, Illinois 60126</b> | 8. AMENDMENT OF SOLICITATION NO.<br><input type="checkbox"/> | 9. MODIFICATION OF CONTRACT/ORDER NO.<br><input checked="" type="checkbox"/> <b>NRC-Q3-81-103</b> |
| CODE   | FACILITY CODE  | DATED <b>2/24/81</b> (See block 11)   |

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors 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 signing and returning \_\_\_\_\_ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

B&R No.: 20-19-40-41-2      FIN No.: B-6804      Fund Obligated: \$15,000.00

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a)  This Change Order is issued pursuant to \_\_\_\_\_  
The Changes set forth in block 12 are made to the above numbered contract/order.

(b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c)  This Supplemental Agreement is entered into pursuant to authority of \_\_\_\_\_  
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

This Modification No. Three (3) increases the contract amount by \$33,213.00 which is considered an equitable adjustment, for the performance of the additional work and revision to the contract schedule as set forth below. Of the \$33,213.00, \$15,000.00 is obligated under this Modification No. Three (3). The remaining \$18,213.00 will be provided through unilateral modification of this contract subject to the availability of FY 1983 funds:

- Article I - Scope of Work is hereby deleted in its entirety and the following is substituted in lieu thereof:  
 "Article I - Scope of Work  
 A. Work Requirements  
 The following subtasks shall be completed for each task:  
 a. The contractor shall perform a review and evaluation of the fire protection program covered by the FSAR for each task using the guidance in BTP-ASB 9.5-1, including Appendix A, Appendix R to 10 CFR 50, and BTP-CMEB 9.5-1 as appropriate for the plant under consideration:

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|--|---|
| 13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT              | <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>3</b> COPIES TO ISSUING OFFICE |
| 14. NAME OF CONTRACTING OFFICER<br><b>Bert M. Cohn</b><br>(Signature of person authorized to sign) | 17. UNITED STATES OF AMERICA<br><b>Timothy F. Hagan</b><br>(Signature of Contracting Officer)   |
| 15. NAME AND TITLE OF SIGNER (Type or print)<br><b>Bert M. Cohn, Sr. Vice Pres.</b>                | 18. NAME OF CONTRACTING OFFICER (Type or print)<br><b>Timothy F. Hagan</b>  |
| 16. DATE SIGNED<br><b>14 Sep 82</b>  | 19. DATE SIGNED<br><b>9/17/82</b>   |

In addition, the contractor shall prepare questions for the applicant to provide additional information or clarification based upon this review.

- b. Review applicant's response to question; prepare staff positions to resolve outstanding issues.
- c. Conduct site visit.
- d. Assist in SER preparation.
- e. Assist in SSER preparation.
- f. Participate in public hearing, as required. (See Task 12)

The following sets forth schedules for completion of the subtasks performed.

Task 1 - Palo Verde 1, 2, 3 (OL)

| <u>Subtasks</u>                                    | <u>Project Completion Dates</u>            |
|--|--|
| a. Prepare Q-1s                                    | Six weeks after receipt of applicants FHA. |
| b. Perform site visit                              | Four weeks after notice from NRC.          |
| c. Attend review board meeting at Phoenix, Arizona | Four weeks after notice from the NRC.      |
| d. Assist in SER preparation                       | Four weeks after notice from the NRC.      |
| e. Assist in SSER preparation                      | Four weeks after notice from the NRC.      |

Task 2 - Waterford 3 (OL)

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|---|--|
| a. Prepare Q-1s                                 | Six weeks after receipt of applicants FHA. |
| b. Perform site visit                           | Four weeks after notice from the NRC.      |
| c. Attend two day meeting in Bethesda, Maryland | Four weeks after notice from the NRC.      |
| d. Assist in SER preparation                    | Four weeks after notice from the NRC.      |
| e. Assist in SSER preparation                   | Four weeks after notice from the NRC.      |

Task 4 - Callaway 1 & 2 (PCP and OL)

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|---|--|
| a. Prepare Q-1s                                 | Six weeks after receipt of applicants FHA. |
| b. Perform site visit                           | Four weeks after notice from the NRC.      |
| c. Attend two day meeting in Bethesda, Maryland | Four weeks after notice from the NRC.      |

Task 5 - Clinton 1 & 2

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| a. | Prepare Q-1s                                 | Six weeks after receipt of applicants FHA. |
| b. | Perform site visit                           | Four weeks after notice from the NRC.      |
| c. | Attend two day meeting in Bethesda, Maryland | Four weeks after notice from the NRC.      |
| d. | Assist in SER preparation                    | Four weeks after notice from the NRC.      |
| e. | Assist in SSER preparation                   | Four weeks after notice from the NRC.      |

Task 7 - St. Lucie 2 (PCP and OL)



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| a. | Prepare Q-1s                                 | Six weeks after receipt of applicants FHA. |
| b. | Perform site visit                           | Four weeks after notice from the NRC.      |
| c. | Attend two day meeting in Bethesda, Maryland | Four weeks after notice from the NRC.      |
| d. | Assist in SER Preparation                    | Four weeks after notice from the NRC.      |
| e. | Assist in SSER Preparation                   | Four weeks after notice from the NRC.      |

Task 8 - Perry 1 & 2 (PCP and OL)

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|----|--|--|
| a. | Prepare Q-1s                                 | Six weeks after receipt of applicants FHA. |
| b. | Perform site visit                           | Four weeks after notice from the NRC.      |
| c. | Attend two day meeting in Bethesda, Maryland | Four weeks after notice from the NRC.      |
| d. | Assist in SER preparation                    | Four weeks after notice from the NRC.      |
| e. | Assist in SSER preparation                   | Four weeks after notice from the NRC.      |

Task 12 - Expert Witness - On Call AssistanceSubtasks

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|----|--|---------------------------------------|
| a. | Serve as an expert witness at NRC hearings for the plants listed herein                  | Four weeks after notice from the NRC. |
| b. | Provide technical assistance in evaluating essential continuing work on plants assigned. | As needed.                            |

- c. Assignments under this task are usually high priority, quick turnaround efforts of short term and unpredictable nature. The NRR Project Manager shall assign tasks in writing or if assigned orally, because of the urgency, he will confirm in writing as soon as possible. The written authorization of such tasks shall be granted by the Contracting Officer (CO) prior to the assignment of any task. In case of emergencies, verbal authorization shall be provided by the CO and confirmed in writing as soon as possible. As needed.
- 2) Article I, section entitled Meetings and Travel is hereby modified to read as follows:
- "The contractor will attend a maximum of fifteen meetings with the staff and licensees over the period of performance in Bethesda, Washington, D.C., or at plant sites, and applicant's offices. These meetings will usually be of one to two days duration and include two members of the contractors staff. Site surveys require 3 to 5 days at the site."
- 3) Article I, section entitled NRC Furnished Materials is hereby modified to read as follows:
- "The NRC will provide, under separate cover, one copy of the Final Safety Analysis Report (or selected portions thereof), Fire Hazards Analysis and any other related documentation for each of the tasks identified herein.
- The NRC will provide, under separate cover, one copy of NRC acceptance criteria identified above."
- 4) ARTICLE III - Authorized Representative is hereby modified by changing the Government's authorized representative for the purpose of this contract from "Mr. V. Benaroya" to "Mr. Frank Nolan."
- 5) ARTICLE VIII - Payment is hereby modified to read as follows:
- "A. The contractor shall be paid for services rendered by applying the hourly rate set forth below to the number of hours worked for each category of labor. In addition, the contractor shall be reimbursed at cost for all reasonable travel costs incurred in performance of his duties, and other miscellaneous costs including telephone, reproduction, etc.:
- Sr. Engineer        
Supv. Engineer      
- B. The total ceiling amount to be paid and above which the contractor shall not exceed in performance of all efforts required herein is \$111,985.10."

In summary this Modification No. Three (3) accomplishes the following:

- 1) Increases the ceiling amount of the contract by \$33,213.00 from \$78,772.10 to \$110,985.10. Of the \$33,213.00, \$15,000.00 is being provided under this modification with the remaining \$18,213.00 to be provided subject to the availability of FY 1983 funds.
- 2) Modifies the review criteria under Article I - Statement of Work, Paragraph "A."
- 3) Modifies Article I - Statement of Work by incorporating additional subtasks under Tasks 1, 2, 5, 7, 8, and 12 and deleting in their entirety Tasks 3, 6, 9, 10, and 11.
- 4) Modifies Article I, section entitled Meetings and Travels.
- 5) Modifies Article I, section entitled NRC Furnished Materials.
- 6) Modifies Article III, section entitled Authorized Representative.
- 7) Modifies Article VIII, section entitled Payment by designating a paragraph "A." and incorporating a new paragraph "B."