

8/19/85 DOCKETED
USNRC

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

'85 AUG 26 P12:18

In the Matter of

TEXAS UTILITIES ELECTRIC
COMPANY, et al.

(Comanche Peak Steam Electric
Station, Units 1 and 2)

Docket Nos. 50-4450
and 50-446 OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

(Application for an
Operating License)

CASE'S OFFER OF PROOF OF
LACK OF INDEPENDENCE OF APPLICANTS'
LATEST PLAN (CPRT PLAN)

In previous pleadings, CASE has expressed its conviction and concern that Applicants' most recent iterative get-well plan did not have the independence necessary to resolve the Board's (and CASE's) concerns about the manner in which Comanche Peak has been designed and constructed /1/. We discuss them briefly here.

As we indicated in our previous pleadings, we suspected that there is no independence criteria for the CPRT effort such as the independent protocol-controlled effort applied to Cygna Energy Services' activities or the criteria suggested by the Licensing Board in its 12/28/83 Board Order (Quality Assurance for Design) (page 73). As we stated in our 8/14/85 First Critique (excerpted from pages 33-34):

/1/ See: CASE's 7/29/85 Initial Response to Applicants' 6/28/85 Current Management Views and Management Plan for Resolution of All Issues (page 5 continued on top of page 6, last sentence of top paragraph on page 12, middle paragraph on page 16.

See also: CASE's First Critique of Applicants' Comanche Peak Response Team (CPRT) Plan (attached to CASE's 8/14/85 letter to the Licensing Board), pages 32 through 34.

" . . . CASE submits that such independence criteria did not exist at the time the CPRT members were employed, nor does it exist today (unless it has been provided to the NRC during a secret meeting to which CASE was not privy). This basic and fundamental failure by Applicants and the NRC Staff has allowed the entire CPRT reinspection effort to become influenced by the same mindset and outlook which has led to the current indeterminate condition of Comanche Peak. CASE submits that, at this point in time, it is too late to instill true independence into the CPRT reinspection effort. For this reason, CASE has no confidence in the results -- whatever they may be claimed to be. . . ." (Emphasis in the original.)

" . . . This reinspection relies in part upon either the Applicants' employees or sub-contractors; however, the Applicants cannot be expected to supply self-incriminating evidence which could keep them from obtaining an operating license. There is a special relationship which exists between the Applicants and their sub-contractors. This special relationship precludes true independent activity on the part of such sub-contractors. The Applicants have, on at least one occasion, argued that this special relationship exists -- the Lipinsky portion of these hearings (Docket -2)."

CASE now has documented evidence that our concerns regarding lack of independence of the CPRT effort had good basis. On 8/14/85, CASE received from Applicants on discovery copies of contracts "between Texas Utilities Generating Company and organizations performing services for the CPRT" /2/.

We discuss in the following key portions of some of those contracts. Had we had any remaining doubts about the lack of independence of the CPRT effort, the contracts would have removed them. As can be readily seen, the wording of the contracts makes it impossible for true independence to be achieved and maintained while at the same time honoring contractual obligations.

/2/ Copies of the cover letter from Applicants to CASE were sent to the Service Lists in both Dockets; however, only CASE (in both Dockets) and the NRC Staff are shown to have also received the attachments.

TENERA DIVISION OF TERA CORPORATION

(John C. Guibert, Frank Dougherty, Howard A. Levin)

Tenera is a division of the organization from which John Beck was hired in April of 1984, to serve in his present position as Vice President of TUGCO with responsibility for nuclear licensing, nuclear fuels, and quality assurance /3/. Tenera is providing at least three individuals who are in very key positions in connection with the CPRT effort: John C. Guibert, Frank Dougherty, and Howard A. Levin.

Mr. Guibert was and is a member of the CPRT Senior Review Team (SRT). The SRT, consisting of four members (plus one ex-officio member), is the "governing body" of the CPRT; the Chairman is John Beck. The primary function of the SRT is to set CPRT objectives and standards, see to it that the standards are met, and see to it that the persons executing the program have the expertise and resources necessary to the task. /4/. It is obvious that the concept of independence is one of the primary requisites for the SRT.

A second person supplied by Tenera is Frank Dougherty, who was and is a member of the SRT Support Group. He is Design Adequacy Manager and has the responsibility for coordination and management of the five areas associated with the Design Adequacy Review Team. /5/.

/3/ See FSAR page 13.1-16, Amendment 55, July 19, 1985; and 2/7/85 NRC Staff/Applicants/CASE meeting transcript, page 16, lines 15-17.

/4/ See Applicants' 6/28/85 Current Management Views and Management Plan for Resolution of All Issues, pages 20 and 21.

/5/ See page 16 of 58 of Appendix A, Rev. 0, II. A, of Comanche Peak Response Team Program Plan and Issue-Specific Action Plans, Revision 2, June 28, 1985 (CPRT Plan). See also attached Tenera contract No. CPF-21079, Supplement No. 1, 2/5/85, page 3.

A third person supplied by Tenera is Howard Levin, who is the Design Adequacy Program Review Team Leader, and was and is the CPRT Review Team Leader for the resolution of Civil/Structural, Mechanical, and Miscellaneous Activities. He reports to the Senior Review Team (SRT). It is his responsibility to see to the accomplishment of the design adequacy review team objectives, subject only to the direction of the SRT. /6/

The independence of the CPRT and the SRT is of paramount importance to make a determination as to whether or not Comanche Peak has been constructed and designed such that the public health and safety will not be endangered, whether or not the plant has benefited from an adequate QA/QC program, or to achieving any other objective deemed appropriate by the Licensing Board.

As will be demonstrated in the following, this desired and necessary independence is lacking. CASE has maintained that there is a special relationship which exists between contractor and sub-contractor (which the Applicants have also argued in the Lipinsky portion of the hearings). And this will be partially demonstrated by the following quotes from contracts received from the Applicants on discovery:

TENERA DIVISION OF TERA CORPORATION

P. O. CPF-21079

Original Contract dated 9/13/84

"Tenera shall provide assistance . . . in completing the necessary licensing actions . . . to achieve full power licensing. . . . "
(Emphasis added.)

/6/ See Attachment 8, Appendix A, Rev. 0, II. A, of Comanche Peak Response Team Program Plan and Issue-Specific Action Plans, Revision 2, June 28, 1985 (CPRT Plan). See also attached Tenera contract No. CPF-21079, Supplement No. 1, 2/5/85, page 3.

"Scope of Services . . .

"Identification of licensing issued (sic - assume should be issues) . . ." (Emphasis added.)

"Participation in the development of a licensing strategy . . ." (Emphasis added.)

"Assistance in the execution of . . . licensing actions . . .

"Formal and informal interfacing with the NRC Staff on behalf of TUGCO . . ." (Emphasis added.)

"Interfacing with other . . . parties . . . to meet licensing objectives" (Emphasis added.)

"Intended Use:

"Licensing

"Provide assistance in completing . . . actions for CPSES to achieve full power licensing." (Emphasis added.)

Contract Dated 2/5/85, Supplement No. 1:

". . . Task No. 1 - General Licensing Support

". . . description . . . remain unchanged . . . work is performed at the direction and request of Mr. Beck." (Emphasis added.)

These quotes indicate how the contract between Tenera and the Applicants has been structured to assure that Tenera employees must support the licensing activity, with an overall objective of obtaining an operating license, if they are to meet their contractual obligations. This is in direct conflict with the implied objective of the CPRT Plan of assuring safety.

Additionally disturbing is the fact that Applicants' John Beck and Tenera's Howard Levin had a working relationship with one another established at Midland, as can be noted from the following quotes:

"MR. BECK: Mr. Levin in his consulting practice most recently served as a project manager for the Midland Independent Design and Construction Verification Program; which, incidentally, I served on

when I was with TERA Corporation [parent company of Tenera] as a principal in charge of this effort."

-- from Transcript of 2/7/85 NRC Staff/Applicants/CASE meeting, Tr. page 18, line 23, through page 19, line 3

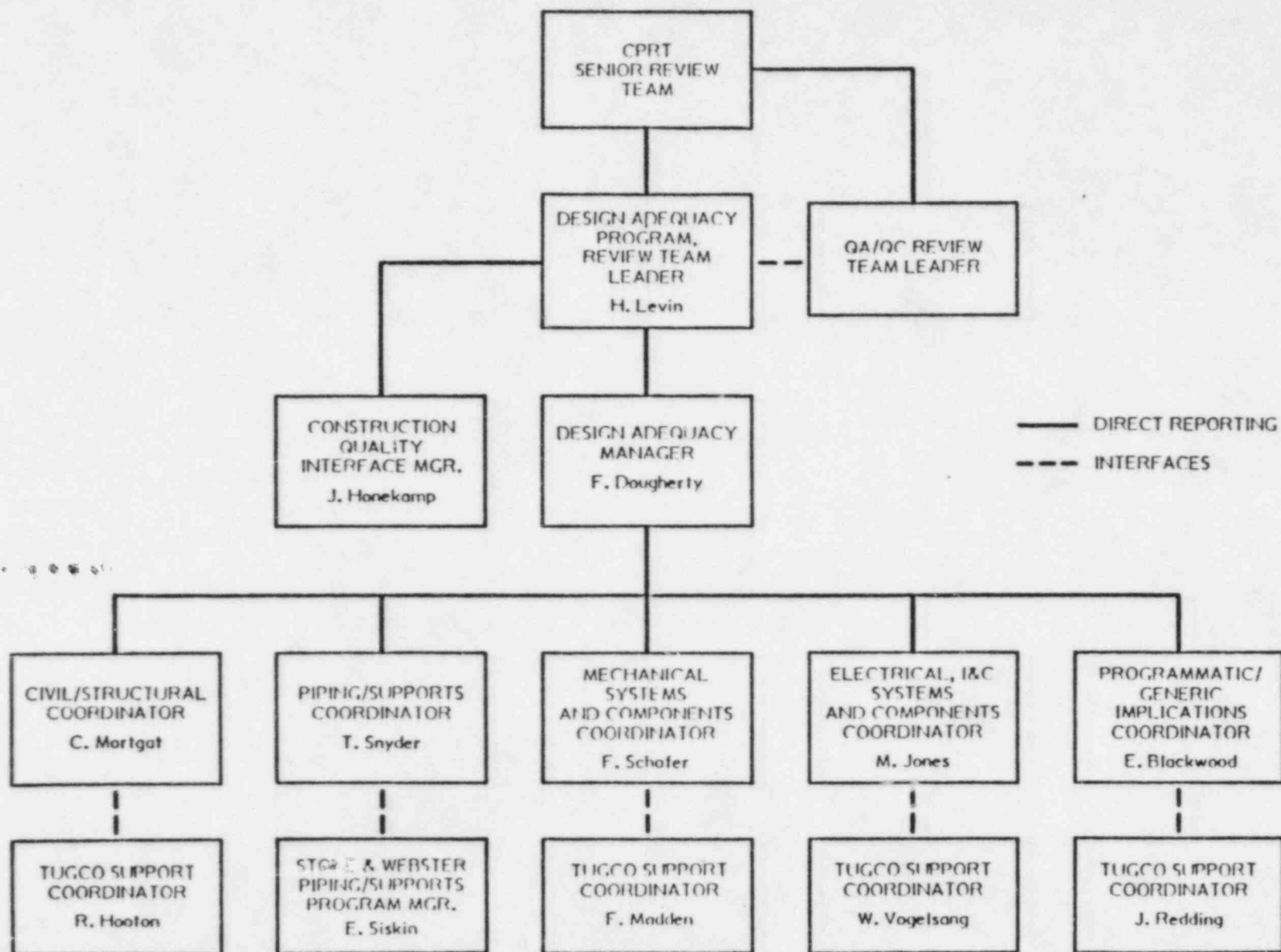
At Comanche Peak, as at Midland, Howard Levin is once again reporting to John Beck, but with an important difference. At Midland, they both clearly represented the same interests. At Comanche Peak, their actions should be completely independent. Obviously, this would be most difficult, if not impossible, to achieve -- no matter how well-intentioned they might be.

The previous facts are of significant concern in and of themselves and could jeopardize the effectiveness of the entire CPRT effort. Already it is obvious that the desired independence does not exist.

However, the Tenera connection does not end here. Literally every so-called "third-party" individual associated with the design adequacy program is an employee of Tenera. These people are: H. Levin, J. Honekamp (who reports to H. Levin), F. Dougherty (who also reports to H. Levin), and the following (who report to F. Dougherty): C. Mortgat, T. Snyder, F. Schofer, M. Jones, and E. Blackwood -- as may be noted from the following chart from the CPRT Plan.

ATTACHMENT 8

CPRT DESIGN ADEQUACY PROGRAM ORGANIZATION



Attachment 8, Appendix A, Rev. 0, II. A, of Comanche Peak Response Team Program Plan and Issue-Specific Action Plans, Revision 2, June 28, 1985 (CPRT Plan).

These lower level Tenera people must surely feel the underlying and perhaps unexpressed pressure which cannot help but exist under a contract worded such as this. In the real world, one cannot expect or hope for true independence on the part of these individuals when they are all so closely intertwined, no matter how well-intentioned they may be. Independence cannot and does not exist under such circumstances.

EVALUATION RESEARCH CORPORATION (ERC)
(John L. Hansel)

Another key individual in the CPRT effort is John L. Hansel of Evaluation Research Corporation, the Review Team Leader for QA/QC, reporting to the Senior Review Team (SRT). As with Tenera, the contractual obligations imposed by Applicants upon the organization by which Mr. Hansel is employed make it totally impossible for him to achieve true independence while at the same time abiding by the contract. The following quotes from the Evaluation Research Corporation (ERC) contracts will demonstrate this point:

EVALUATION RESEARCH CORPORATION (ERC)
P. O. CPF-21635

Original Contract dated 11/14/84

"Mr. John L. Hansel will be . . . Review Team Leader for QA/QC and will report to . . . (SRT). . . to work within the TUGCO organization and utilize existing personnel as much as possible and feasible. . . . his efforts are to be conducted in such a manner that he is able to provide an independent assessment and evaluation of this overall effort."
(Emphasis added.)

"Review the Program Plan, NRC correspondence and other related material to sufficiently understand the issues . . . assure that the approach . . . is effective. Provide TUGCO with any recommendations for improvement.

"Keep the Senior Review Team apprised . . . via periodic meetings and formal reports. A final report will be prepared by ERC upon completion of the project.

"ERC will conduct audits and perform surveillance . . . to provide assurance that the project is being conducted in accordance with the plan and that the plan . . . will satisfy the TUGCO objectives. The audits and surveillance activity will be kept at a minimum, and will only be conducted at the direction of Mr. Hansel. . . tailored in a manner that will allow Mr. Hansel to speak authoritatively on key aspects of the program." (Emphasis added.)

"If required, Mr. Hansel will testify for TUGCO . . . before the Atomic Safety & Licensing Board.

"ERC will recommend the use of independent inspectors on a case by case basis when directed by the SRT. . . In all cases, TUGCO approval will be obtained prior to engagement. . . " (Emphasis added.)

Contract dated 3/20/85, Supplement No. 1 /7/:

". . . to amend service period & fee schedule . . .

"Amended Service Period

"ERC personnel shall be available onsite November 8, 1984 and extend through December 31, 1985, with an option for TUGCO to renew . . .

"Job start-up (on or before 4/1/85) - Due to need to proceed with work and existing contractual obligations, the above overtime rates apply . . . " (Emphases added.)

As may be noted from the underlined portions, Mr. Hansel's contractual obligations jeopardize his independence. TUGCO objectives -- not safety objectives -- must be satisfied. TUGCO's present organization and personnel are to be relied upon -- unless the SRT specifically directs otherwise in each instance. Mr. Hansel is to testify for TUGCO -- and for no other purpose.

Here again, no matter how well-intentioned one might be, it would be impossible to achieve the goals of independent assessment and evaluation

/7/ We note that CASE did not receive page 4 of this document.

while complying with the other restrictions built into this contract. The preceding is especially disturbing when considered in light of other statements made during the 6/13/85 NRC Staff/Applicants meeting /8/. Essential independence has not and cannot be achieved.

In addition, we call the Board's attention to the comments of Ms. Billie Garde during the 6/13/85 NRC Staff/Applicants meeting /9/:

"MS. GARDE: My fifth point, again, went to Mr. Hansel. Some of the things that you said, I'm very concerned that you're relying on your Braewood (sic - should be Braidwood) work. Because I have just done a little stint of Braewood (sic) work myself, and I'm sure, as you're aware, that ERC did not find a lot of problems. Then the NRC did find a lot of problems.

"The reinspection program was stopped. There's pending enforcement action. And now the Braewood (sic) program is again essentially on track. But I think there was (sic) some programmatic deficiencies at Braewood (sic) which I don't want you to repeat here. And I'm concerned that that's going to happen.

"And I'm also concerned that if you say it's not going to happen, that you explain why, you know, the same type of program is acceptable without making some kind of changes."

STONE AND WEBSTER ENGINEERING CORPORATION (SWEC)

One of the areas of most concern to CASE has to do with Stone and Webster's evaluation (and possible destruction and redesign) of pipe

/8/ See 6/13/85 Transcript, Volume II, Afternoon Session, pages: 155, lines 17 through 25; 158, line 10, through 159, line 20; 161, lines 11-17; 167, lines 6 through 12; 168, lines 22 to 25; 195, lines 1 through 4; 195, line 17, through 198, line 21; 199, line 24, through 200, line 5; 201, line 10, through 202, line 1; 231, lines 20 through 22; 249, line 5, through 250, line 6.

/9/ See Transcript of 6/13/85 NRC Staff/Applicants meeting, Volume II, Afternoon Session, page 291, line 12, through page 292, line 2.

supports, as discussed in previous pleadings /10/. We will not repeat all our comments here, but incorporate them herein by reference.

As with the other contracts discussed herein, the terms and conditions imposed by Applicants in these contracts make it impossible to achieve true independence, as demonstrated by the following quotes:

STONE AND WEBSTER ENGINEERING CORPORATION
P. O. CPF-12658-S

Original Contract dated 7/22/85

" . . . for technical engineering services in support of . . .
(TUGCO)['s] . . . (CPSES) project . . .

" . . . perform pipe stress and pipe support qualifications in order to address technical concerns on the piping and pipe support designs . . .

"Upon initiation . . . work shall proceed without hold points for approval by outside parties. If new technical issues are raised . . . SWEC shall address them in parallel . . .

"Complete implementation of this scope of work shall demonstrate the technical adequacy of the piping and pipe support designs at [CPSES] . . . " (Emphasis added.)

" . . . Gibbs and Hill - SWEC Letter of Agreement pertaining to their activities in support of TUGCO's CPSES project is attached hereto . . . and forms an integral part of this purchase order." /11/

Contract dated 8/12/85 - Supplement No. 1

" . . . B. . . . to restate the 'Scope of Work' . . . and make corrections . . .

/10/ See: CASE's 7/29/85 Initial Response to Applicants' 6/28/85 Current Management Views and Management Plan for Resolution of All Issues, last paragraph on page 5 continued on page 6, last paragraph on page 13 through first full paragraph on page 15, middle paragraph on page 16, and first paragraph on page 21; see also CASE's 8/14/85 Motion for Immediate Board Order for Applicants to Preserve Evidence.

/11/ This Letter of Agreement was not attached to CASE's copy of the contract, nor were any of the other attachments referenced in the various contracts.

". . . 'Scope of Work, General' Section as stated on pages 1 and 2 is hereby deleted. 'Scope of Work, General' is restated as follows:

" . . . shall demonstrate the technical adequacy of the piping and pipe support designs . . . " (Emphasis added.)

As stated previously, the terms and conditions imposed by Applicants in the contract with Stone & Webster make it impossible to assure true independence while still complying with contractual obligations -- however well intentioned one might be. Should the current piping and pipe support designs at Comanche Peak prove inadequate, Stone and Webster's mandate and contract do not call for them to so advise the Applicants (or the Licensing Board) -- to the contrary (as will be discussed in more detail in CASE's 8/19/85 Offer of Proof in Support of Motion to Preserve Evidence, being sent at the same time as this pleading), their contract is worded such that they will avoid confirming that the current pipe supports' designs are inadequate.

Based upon what is presently known regarding the current pipe support designs, considered in conjunction with the specific wording stated above and elsewhere in the contracts, there is an extremely good probability that many of the pipe supports will be removed and replaced with new designs. This makes CASE's request for the Board to order Applicants to preserve physical (as well as documentary) evidence even more urgent /12/.

/12/ See CASE's 8/14/85 Motion for Immediate Board Order for Applicants to to Preserve Evidence. See also CASE's 8/19/85 Offer of Proof in Support of Motion to Preserve Evidence, being sent at the same time as this pleading.

The wording of the contract also makes even more alarming the statements made by Ed Siskin of Stone and Webster, the Piping and Pipe Supports Program Manager, during the 6/14/85 NRC Staff/Applicants meeting /13/:

(Following a discussion regarding the possible use of code cases):

"MR. SISKIN: I'm aware they're being processed. But I'm also aware that we're under an extremely tight constraint. We want to get this work done." (Emphases added.)

(Following a discussion regarding the possibility of changing supports which took more time to analyze than to just change them out):

"MR. SISKIN: . . . Mr. [William G.] Council [new TUGCO Executive Vice-President] has been very explicit about getting the thing done properly, but getting it done quickly as well." (Emphases added.)

It is apparent that, consciously or subconsciously, Mr. Siskin is already feeling the pressure (which in this instance even appears to have been verbally expressed). It is obvious that no matter how well intentioned one might be, under such circumstances and such contractual language, true independence would be difficult if not impossible to attain and maintain.

CASE also calls the Board's attention to the following discussions during recent NRC Staff/Applicants meetings, which also are cause for concern. There was much confusion and discussion during the ⁶8/14/85 meeting regarding exactly what Stone and Webster was going to be doing regarding the piping and pipe supports, as well as exactly what Ebasco was going to be doing regarding the cable tray supports /14/.

/13/ See Transcript of 6/14/85 NRC Staff/Applicants meeting, Volume II, Afternoon Session, page 192, lines 4 through 6, and page 195, lines 17 through 19.

/14/ See Transcript of 8/14/85 NRC Staff/Applicants meeting, Volume II, Afternoon Session, page 171, line 24, through page 175, line 14.

Another area of concern for CASE has to do with the individuals with whom Stone and Webster will be working. Mr. Siskin has stated that Stone and Webster's efforts were going to be overviewed by Gibbs & Hill (the architect of record), and by the Applicants (the project), in particular by Mr. John C. Finneran, who works for Mr. Joe George. Mr. Siskin stated that he reports directly to Mr. William Council and that his (Mr. Siskin's) project manager reports to Mr. George and his project (Applicants) /15/.

Apparently the "third-party" oversight is to be provided by Mr. Levin of Tenera, and by Robert L. Cloud Associates. CASE has shown herein that Tenera does not have contractual independence; we will be investigating the independence of Robert L. Cloud Associates through discovery.

CASE was and is especially concerned about the involvement of Mr. Finneran regarding pipe supports (as well as of Dr. Iotti regarding cable tray supports), and we were quick to point this out to the Applicants and the NRC Staff /16/. It appears that the Applicants and NRC Staff have not heeded and answered our concerns.

As we stated on 6/14/85, our concern is that Mr. Finneran and Dr. Iotti have both filed extensive affidavits in support of many of Applicants' Motions for Summary Disposition regarding pipe support and other issues. They have been very close to these issues, to the point that they now have a vested interest in the outcome of any reinspections, reanalyses, conclusions, etc. which may flow from the CPRT efforts. CASE has strongly

/15/ See Transcript of 6/14/85 NRC Staff/Applicants meeting, Volume II, Afternoon Session, page 201, line 13, through 202, line 17.

/16/ See Transcript of 6/14/85 NRC Staff/Applicants meeting, page 248, line 19, through 249, line 4.

questioned many of their statements in the affidavits, and the Board has yet to rule on whether or not some of those statements may even constitute material false statements. It may be that these two gentlemen would be able to maintain their objectivity under these circumstances (and CASE does not want to speculate regarding this), but it would obviously be very difficult if not impossible. In any event, their involvement at this point with the CPRT efforts on both cable tray supports and pipe supports is very disturbing, and it robs the CPRT efforts of whatever remaining shread of independence might remain after all other factors discussed here (and perhaps yet to be brought to the Board) are taken into consideration.

EBASCO SERVICES, INCORPORATED

Ebasco has been involved at Comanche Peak for some time. As discussed in the preceding section (pages 14 and 15) on Stone and Webster, it is Ebasco's Dr. Robert Iotti who has filed sworn affidavits in support of many of Applicants' Motions for Summary Disposition on pipe supports and other issues. This is important here because Ebasco (and Dr. Iotti in particular) are also intimately involved in the CPRT effort, as discussed during recent meetings between the NRC Staff and Applicants /17/. It appears that Ebasco is going to be doing the "design basis activities" regarding cable tray and conduit supports, that they will identify modifications which need to be made, conduct design activities required for those modifications, and may or may not do analyses.

/17/ See Footnote 15; see also Transcript of 6/14/85 NRC Staff/Applicants meeting, especially page 174, line 4, through 175, line 13. (Note that Ebasco is spelled "Abasco" in the transcript.)

See also Figure VIII-2, Appendix C, of CPRT Plan.

CASE is very concerned about Ebasco's involvement in the CPRT efforts in regard to the cable tray supports, and (as we did regarding Mr. Finneran) we have been quick to point this out to the Applicants and the NRC Staff (see Footnote 16). It appears that the Applicants and NRC Staff have not heeded and answered our concerns once again.

Applicants have not claimed that Ebasco is independent, and the Ebasco contracts bear out their total lack of independence, as can be seen from the following excerpts:

EBASCO SERVICES, INCORPORATED

Contract dated 5/11/84 /18/

". . . established to provide TUGCO with various services, to be defined by TUGCO, to support the . . . (CPSES) . . . for . . . (1) year. . . from January 1, 1984 and extending through December 31, 1984.

"Ebasco shall provide field service personnel as required by TUGCO to provide services for the following:

"Scope of Services

- " . . . 2. Consulting for ASLB activities specifically concerning the Walsh/Doyle allegations.
- "3. Consulting for other various ASLB activities . . .
- "4. Consulting for TUGCO nuclear licensing.
- " . . . 8. Consulting for piping thermal expansion monitoring program . . .

"Initiation of Services

"Additional services . . . on a case-by-case basis by written supplement . . .

"Control and Approval

"Ebasco will function in cooperation with and subject always to the direction and control of TUGCO's authorized officers or TUGCO's designated representatives, and will consult with TUGCO in advance of important decisions. . . " (Emphases added.)

/18/ This is the earliest dated contract supplied to CASE; however, we believe there are earlier contracts between Applicants and Ebasco. We will be pursuing this on discovery.

CASE has quoted excerpts from some of the contracts. We are attaching copies of the actual contracts for Tenera, Evaluation Research Corporation, and Stone & Webster, which we believe are more than adequate to prove our points. There are still other matters which have been raised by documents recently received on discovery which are potentially just as disturbing. CASE will be exploring these through follow-up discovery and presenting additional documents in a more comprehensive package and at an appropriate time later. The information discussed herein, however, was of such importance to any consideration by the Board of the CPRT Plan that CASE believed it vitally important to get at least some of it into the Board's hands immediately.

It should be understood that CASE does not mean to impune the integrity of the participants in the the CPRT effort. However, we maintain that (for the reasons discussed in detail herein) it is now too late for the outside consultants Applicants have hired to become truly independent. Even were all of the contracts to be completely rewritten, with proper and sufficient independence criteria plainly stated therein, these organizations and individuals already know what the utility wants and expects of them. It is too late to say, "Forget what you just read and what you have been told, and do this instead." They already have their marching orders -- to get Comanche Peak licensed.

There is no wording in any of the contracts which even suggests that what is desired is a truly independent assessment of safety. Safety is not one of the criteria set forth in the contracts. To the contrary, what is

built into the contracts, forming an integral part of them, is to obtain an operating license for the Applicants.

The Applicants' carefully worded but extremely misleading phraseology implies (although it does not actually state) that their "third-party" reinspection efforts offer independence /19/. As we have now proved, this is not the case -- the Board must view the Applicants' CPRT Plan (at best) as nothing more than yet another effort by Applicants (rather than an independent effort), without any semblance of independence. Their third party review must be equated to what it really is: a review by TUGCO itself which only implies, but does not deliver, independence.

It is important for the Board to take note that the contracts discussed herein and the approach taken by Applicants has occurred under Applicants' new management. These are the people who will be around and in charge for the long haul and after the plant goes into operation. New TUGCO Executive Vice President William Council has specifically stated that he plans to be /20/, and it is to be assumed (based on what is presently known) that many

/19/ Generally Applicants do not actually claim independence (see, for instance, Transcripts of recent meetings: 7/13/85, Vol. I, Morning Session, page 14, line 23, through page 15, line 8; page 16, lines 4-8; page 53, lines 8-20; page 78, lines 13-18; page 87, lines 11-14; page 115, lines 13-23; and 7/14/85, Vol. I, Morning Session: page 43, line 23, through page 44, line 2.

. . . with few exceptions where they seem to be claiming independence, at least to some extent: 7/13/85, Vol. I, Morning Session, page 73, line 17, through page 74, line 1; page 86, lines 14-21; and 7/13/85, Vol. II, Afternoon Session, page 246, line 9, through page 247, line 1.

/20/ See Transcript of 6/14/85 NRC Staff/Applicants meeting, Volume II, Afternoon Session, page 260, lines 21-23.

of the same individuals who have been at the plant for years, who have been involved with making Comanche Peak the plant it is today, and who are currently involved with the CPRT effort, will also be around for the long haul and during operation.

In CASE's 8/15/85 Proposal Regarding Design/Design QA Issues, CASE urged that the Board require Applicants to inform the Board exactly what their intentions are regarding Cygna's role in the design review of Comanche Peak /21/. CASE's concern is well founded. During the 6/13/85 NRC Staff/Applicants meeting, (although the discussion was not too clear) there were disturbing indications that Cygna is somehow going to feed their concerns into the CPRT program, turn them over to the CPRT for further development and resolution, then reappear to approve the resolution suggested by the CPRT, which Cygna would then include in its Phase 4 Report, thereby presenting to the Board the same identical solution as the CPRT will present in its report. This means that Cygna will essentially stop working on the issues now before them. Nor will they determine the root causes of identified problems, whether or not they are programmatic in nature, nor determine the optimum resolution in Cygna's judgement. Cygna will be presented with the CPRT's resolution and will be put in the position of either accepting or rejecting, not determining for themselves the optimum

/21/ See CASE's 8/15/85 Proposal Regarding Design/Design QA Issues in Response to Applicants' 6/28/85 Current Management Views and Management Plan for Resolution of All Issues, page 4, item 8.

solution. Nor will either the CPRT or Cygna follow through on the implementation of any suggested remedies /22/.

What appear to be negotiations between Cygna and the Applicants (CPRT) regarding these matters may also have jeopardized the independence of Cygna. There are indications that there will be frequent discussions and/or meetings between the CPRT and Cygna regarding these matters /23/. And during the 6/14/85 meeting, there were indications that there had already been considerable discussion between TUGCO and "the independent assessment program personnel" (Cygna) /24/.

As the Board is well aware, telecoms, transcripts, or other memorialization is supposed to be employed for any such discussions or meetings.

The dates of the contracts are further evidence of Applicants' misrepresentations to the Board and CASE. As can be seen, Tenera's initial contract was dated 9/13/84, and Evaluation Research Corporation's (ERC's) initial contract was dated 11/14/84. In ERC's Supplement No. 1 to their contract, Applicants initiated overtime due to the need to proceed with work and existing contractual obligations on or before 4/1/85. A substantial

/22/ See Transcript of 6/13/85 NRC Staff/Applicants meeting, Volume I, Morning Session, page 66, line 2, through 68, line 24.

See also Transcript of 6/14/85 NRC Staff/Applicants meeting, Volume I, Morning Session, page 14, line 21, through page 17, line 20.

/23/ See Transcript of 6/13/85 NRC Staff/Applicants meeting, Volume I, Morning Session, page 66, line 2, through 68, line 24.

/24/ See Transcript of 6/14/85 NRC Staff/Applicants meeting, Volume II, Afternoon Session, page 169, lines 2 through 7.

amount of work has been ongoing for an appreciable length of time.

Applicants have apparently already been hard at work on this effort and much has apparently already been done.

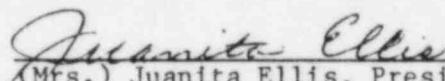
At the same time Applicants were telling the Licensing Board that they needed more time to get their new attorneys up-to-speed. CASE continues to contend that harm has come to CASE because CASE's Motions for Summary Disposition have not been answered by either Applicants or NRC Staff in a timely fashion, nor have Applicants or NRC Staff answered CASE's responses to Applicants' Motions for Summary Disposition. Nevertheless, Applicants have found sufficient time to conceive, contract for, and work overtime on the CPRT Plan. This work was conceived as long ago as October 5, 1984 (as documented in Item II.a, Appendix C, of CPRT Plan). Because of these developments, CASE is now of the opinion that Applicants in fact never had any intention of responding on the Motions for Summary Disposition, but instead to rely on arguments of mootness to circumvent the agreed-upon process.

CASE notes that the attached and referenced contracts were received on 8/14/85, the day after the NRC Staff released (in Dallas) their Staff Evaluation of the CPRT Plan. CASE suspects that the NRC Staff had not reviewed those contracts at the time the Staff issued its Evaluation. CASE is perplexed that the NRC Staff does not appear to be requiring the same protocol and independence criteria for Comanche Peak as they have for other plants throughout the country in similar circumstances.

CASE is concerned that some top level NRC Staff personnel have convictions which may influence the proposed reinspection effort. CASE would like to call the Board's attention to the following statement by Mr. Harold Denton to CASE President Juanita Ellis to the effect that "we want to keep this [reinspection effort] out of the hearings process as much as possible" (emphasis added) /25/.

CASE is of the opinion that any properly conceived, approved, and conducted reinspection effort must be considered to be a part of the hearings process. Further, the information provided by CASE to the Board in the past couple of weeks offers strong support for CASE's position that it is imperative that the Board be responsible for any reinspection effort. In particular (and especially in light of what has been revealed by these contracts), the personnel responsible for conceiving and conducting the actual reinspection should have direct contractual obligations with the Licensing Board, not with the Applicants.

Respectfully submitted,


(Mrs.) Juanita Ellis, President
CASE (Citizens Association for Sound
Energy)
1426 S. Polk
Dallas, Texas 75224
214/946-9446

/25/ Mr. Denton's comment was made during lunch (with others present) during a site tour on which CASE accompanied him on May 23, 1985. The quoted portion is, we believe, accurate; certainly there is no question as to the substance of his comment.

Attachments (to Board, Applicants, NRC Staff, and Docketing and Service only)

Contracts: Tenera Division of Tera Corporation

P. O. No. CPF-21079, dated 9/13/84
and Supplement No. 1, dated 2/5/85

Evaluation Research Corporation

P. O. No. CPF-21635, dated 11/14/84
and Supplement No. 1, dated 3/20/85

Stone and Webster Engineering Corporation

P. O. No. CPF-12658-S, dated 7/22/85
and Supplement No. 1, dated 8/12/85

~~RELATED CORRESPONDENCE~~

DOCKETED
USNRC

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

'85 AUG 26 P12:19

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

In the Matter of	}}	
	}}	
TEXAS UTILITIES ELECTRIC	}}	Docket Nos. 50-445
COMPANY, <u>et al.</u>	}}	and 50-446
(Comanche Peak Steam Electric	}}	
Station, Units 1 and 2)	}}	

CERTIFICATE OF SERVICE

By my signature below, I hereby certify that true and correct copies of
CASE's Offer of Proof of Lack of Independence of Applicants' Latest Plan
(CPRT Plan)

have been sent to the names listed below this 19th day of August, 1985,
by: Express Mail where indicated by * and First Class Mail elsewhere.
Federal Express where indicated by **

- | | |
|---|--|
| ** Administrative Judge Peter B. Bloch
U. S. Nuclear Regulatory Commission
4350 East/West Highway, 4th Floor
Bethesda, Maryland 20814 | * Nicholas S. Reynolds, Esq.
Bishop, Liberman, Cook, Purcell
& Reynolds
1200 - 17th St., N. W.
Washington, D.C. 20036 |
| * Judge Elizabeth B. Johnson
Oak Ridge National Laboratory
P. O. Box X, Building 3500
Oak Ridge, Tennessee 37830 | * Geary S. Mizuno, Esq.
Office of Executive Legal
Director
U. S. Nuclear Regulatory
Commission
Maryland National Bank Bldg.
- Room 10105
7735 Old Georgetown Road
Bethesda, Maryland 20814 |
| * Dr. Kenneth A. McCollom, Dean
Division of Engineering,
Architecture and Technology
Oklahoma State University
Stillwater, Oklahoma 74074 | Chairman, Atomic Safety and Licensing
Board Panel
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555 |
| * Dr. Walter H. Jordan
881 W. Outer Drive
Oak Ridge, Tennessee 37830 | |
| ** Administrative Judge Herbert Grossman
U. S. Nuclear Regulatory Commission
4350 East/West Highway, 4th Floor
Bethesda, Maryland 20814 | |

Chairman
Atomic Safety and Licensing Appeal
Board Panel
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Mr. Robert Martin
Regional Administrator, Region IV
U. S. Nuclear Regulatory Commission
611 Ryan Plaza Dr., Suite 1000
Arlington, Texas 76011

Lanny A. Sinkin
3022 Porter St., N. W., #304
Washington, D. C. 20008

Dr. David H. Boltz
2012 S. Polk
Dallas, Texas 75224

William Council, Vice President
Texas Utilities Generating Company
Skyway Tower
400 North Olive St., L.B. 81
Dallas, Texas 75201

Docketing and Service Section
(3 copies)
Office of the Secretary
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Ms. Billie P. Garde
Government Accountability Project
1901 Que Street, N. W.
Washington, D. C. 20009

Renea Hicks, Esq.
Assistant Attorney General
Environmental Protection Division
Supreme Court Building
Austin, Texas 78711

** Anthony Z. Roisman, Esq.
Trial Lawyers for Public Justice
2000 P Street, N. W., Suite 611
Washington, D. C. 20036

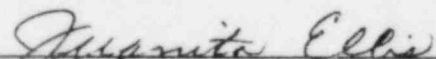
Mr. Owen S. Merrill
Staff Engineer
Advisory Committee for Reactor
Safeguards (MS H-1016)
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Robert A. Wooldridge, Esq.
Worsham, Forsythe, Sampels
& Wooldridge
2001 Bryan Tower, Suite 2500
Dallas, Texas 75201

Thomas G. Dignan, Jr., Esq.
Ropes & Gray
225 Franklin Street
Boston, Massachusetts 02110

Ms. Nancy H. Williams
Project Manager
Cygnus Energy Services
101 California Street, Suite 1000
San Francisco, California
94111-5894

Mark D. Nozette, Counselor at Law
Heron, Burchette, Ruckert & Rothwell
1025 Thomas Jefferson Street, N. W.,
Suite 700
Washington, D. C. 20007


(Mrs.) Juanita Ellis, President
CASE (Citizens Association for Sound Energy)
1426 S. Polk
Dallas, Texas 75224
214/946-9446

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 1 OF 5 DATE 9-13-84

SHIP TO TEXAS UTILITIES GENERATING COMPANY, ATTN: BROWN & ROOT, INC.
C/O COMANCHE PEAK STEAM ELECTRIC STATION
FM 201, GLEN ROSE, TEXAS 76043

PURCHASE ORDER

ORIGINAL
NOTIFICATIONCONFIRMATION
X

BILL TO TEXAS UTILITIES GENERATING COMPANY
P.O. BOX 1002, GLEN ROSE, TEXAS 76043

NUMBER BELOW MUST
BE SHOWN ON ALL
SHIPMENTS, INVOICES
AND CORRESPONDENCE.

SHIP VIA

NOT APPLICABLE

F.O.B.

NOT APPLICABLE

P.O. NO.

SHIPMENT PROMISED BY

SEE BELOW

TERMS

NET 30 DAYS

REQ. NO.

R 26979

ACCOUNT NO.

1-2-9220-940000-094

CPF-21079

T
O

TENERA DIVISION
OF TERA CORPORATION
2150 SHATTUCK AVENUE
BERKELEY, CALIF. 94704

VENDOR WILL SIGN AND RETURN CARBON
COPY OF THIS PURCHASE ORDER ACCEPT-
ING ALL TERMS AND CONDITIONS UNDER
WHICH IT IS ISSUED

PLEASE RENDER INVOICES IN
DUPLICATE

CONFIRMED TO: JOHN C. GUIBERT 415-845-5200

THE TERMS AND CONDITIONS SET OUT ON THE BACK HEREOF AND ANY ATTACHMENTS HERETO ARE A PART OF THIS ORDER AND HAVE THE SAME EFFECT AS IF SET OUT ON THIS SIDE

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
1	1	LOT SERVICES	<p>TENERA SHALL PROVIDE ASSISTANCE TO TUGCO IN COMPLETING THE NECESSARY LICENSING ACTIONS FOR CPSES TO ACHIEVE FULL POWER LICENSING PER TENERA PROPOSAL TR-84-4180.</p> <p><u>SCOPE OF SERVICES</u></p> <p>TENERA'S ASSISTANCE WILL INCLUDE, BUT IS NOT LIMITED TO:</p> <p>A. IDENTIFICATION OF LICENSING ISSUED PERTINENT TO FUEL LOAD, INITIAL CRITICALITY AND FULL POWER OPERATION.</p> <p>B. PARTICIPATION IN THE DEVELOPMENT OF A LICENSING STRATEGY FOR ADDRESSING ISSUES SIGNIFICANT TO EACH PHASE OF THE LICENSING PROCESS.</p> <p>C. ASSISTANCE IN THE EXECUTION OF REQUIRED LICENSING ACTIONS.</p> <p>D. FORMAL AND INFORMAL INTERFACING WITH THE NRC STAFF ON BEHALF OF TUGCO.</p> <p>E. INTERFACING WITH OTHER INTERNAL, EXTERNAL OR INDEPENDENT PARTIES AS REQUIRED TO MEET LICENSING OBJECTIVES.</p>		

Direct Payment Exemption Certificate Permit Number 3-00076-1916-3. The Purchaser hereby claims exemption from the Payment of Texas State, Local, MTA Sales & Use Taxes upon its purchases of taxable items on this Order. Purchaser agrees to accrue and pay the tax to the Comptroller of Public Accounts as required by Statute.

INTENDED USE
MATERIAL SEE BELOW

BY T. V. EVANS, JR.
POSITIONER R. D. GENTRY

(817) 897-4881 EXT. 256

(817) 897-4881 EXT. 635

TEXAS UTILITIES GENERATING COMPANY

By

PURCHASING AGENT

PURCHASING COPY

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 2 OF 5

P. O. NO.

CPF-21079

PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>SCHEDULE OF FEES</u></p> <p>THE ABOVE SERVICES SHALL BE FURNISHED ON A TIME AND MATERIAL BASIS IN ACCORDANCE WITH THE TENERA FEES FOR PROFESSIONAL SERVICES AGREEMENTS (COPY ATTACHED). SERVICES ARE ESTIMATED TO BE COMPLETED BY DECEMBER 31, 1984 AT A COST NOT TO EXCEED \$</p> <p><u>CONTRACT INDEMNITY AND HOLD HARMLESS AGREEMENT</u></p> <p>CONTRACTOR FURTHER AGREES TO DEFEND, PROTECT, INDEMNIFY, AND SAVE HARMLESS OWNER, ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, EXPENSES, DEMANDS, JUDGMENTS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER FOR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY OF CONTRACTOR'S AGENTS, SERVANTS, AND EMPLOYEES, AS WELL AS THE AGENTS, SERVANTS, AND EMPLOYEES OF CONTRACTOR'S SUBCONTRACTOR, WHETHER OR NOT ARISING FROM THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF OWNER, ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, OR EMPLOYEES OR INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO OWNER ARISING OUT OF OR INCIDENT TO THE WORK TO BE PERFORMED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, (1) ANY CONDITION OF THE PREMISES, (2) SEPARATE OPERATIONS BEING CONDUCTED ON THE PREMISES, OR (3) THE IMPERFECTION, WHETHER LATENT OR PATENT, OF ANY MATERIAL OR EQUIPMENT FURNISHED BY OWNER.</p> <p>THE CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY, AND SAVE HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, DEMANDS, JUDGMENTS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER ARISING IN FAVOR OF ANY PERSON OR ENTITY (OTHER THAN THE AGENTS, SERVANTS, AND EMPLOYEES OF CONTRACTOR OR OF CONTRACTOR'S SUBCONTRACTOR, AS PROVIDED IN THE PARAGRAPH IMMEDIATELY ABOVE), INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, JUDGMENTS, CAUSES OF ACTION ON</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 3 OF 5

P. O. NO.

CPF-21079

PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>ACCOUNT OF PERSONAL INJURIES OR DEATH, OR DAMAGE TO PROPERTY ARISING OUT OF OR INCIDENT TO THE WORK PERFORMED HEREUNDER. IT IS THE CLEAR AND UNEQUIVOCAL INTENT OF THE PARTIES HERETO THAT CONTRACTOR'S OBLIGATION TO DEFEND, PROTECT, AND SAVE HARMLESS OWNER SHALL BE FULL AND COMPLETE FOR ANY WORK PERFORMED, WITH THE ONLY EXCEPTION BEING THAT, AS TO CLAIMS ARISING IN FAVOR OF PERSONS OR ENTITIES OTHER THAN FOR INJURY, DEATH OR DAMAGE TO THE AGENTS, SERVANTS, AND EMPLOYEES OF CONTRACTOR OR CONTRACTOR'S SUB-CONTRACTOR. OWNER SHALL NOT BE ENTITLED TO INDEMNIFICATION FOR CLAIMS, DEMANDS, EXPENSES, JUDGMENTS, AND CAUSES OF ACTION RESULTING FROM OWNER'S SOLE NEGLIGENCE.</p> <p><u>INSURANCE REQUIREMENTS</u></p> <p>BEFORE WORK CAN COMMENCE, SELLER MUST FURNISH TO BUYER COMPLETED CERTIFICATE OF INSURANCE, FORM NO. 4500-0008, ATTACHED, SIGNED BY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANIES AFFORDING COVERAGE.</p> <p>SELLER IS TO MAINTAIN AT HIS OWN EXPENSE, WITH SUBROGATION WAIVED AGAINST BUYER AND THE PRINCIPAL ON WHOSE WORK BUYER IS ENGAGED, THROUGHOUT THE DURATION OF THE ABOVE SERVICES A MINIMUM INSURANCE AS FOLLOWS:</p> <p>A. STATUTORY WORKMEN'S COMPENSATION.</p> <p>B. COMPREHENSIVE GENERAL LIABILITY</p> <p>BODILY INJURY - \$300,000.00 EACH OCCURRENCE</p> <p>PROPERTY DAMAGE - \$100,000.00 EACH OCCURRENCE - \$100,000.00 AGGREGATE</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 4 OF 5

P. O. NO.

CPF-21079

PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>C. COMPREHENSIVE AUTOMOBILE LIABILITY</p> <p>BODILY INJURY - \$100,000.00 EACH PERSON</p> <p>- \$300,000.00 EACH OCCURRENCE</p> <p>PROPERTY DAMAGE - \$ 50,000.00 EACH OCCURRENCE</p> <p>D. EMPLOYER LIABILITY - \$100,000.00</p> <p>E. EXCESS LIABILITY - \$1,000,000.00 COMBINED SINGLE LIMIT</p> <p>SELLER SHALL FURNISH CERTIFICATE OF THE FOREGOING INSURANCE TO BUYER, PROVIDING THIRTY (30) DAYS NOTICE BY REGISTERED MAIL TO BUYER AS TO CANCELLATION OR MATERIAL CHANGES.</p> <p>MAIL CERTIFICATION TO:</p> <p>TEXAS UTILITIES GENERATING COMPANY P. O. BOX 1002 GLEN ROSE, TEXAS 76043 ATTN: EXPEDITING DEPARTMENT</p> <p>CONFIRMING TELEPHONE ORDER PLACED ON 9/13/84 BY T. V. EVANS AT WHICH TIME TERMS AND CONDITIONS WERE VERIFIED. ANY CHANGE REQUIRES APPROVAL OF PERSON PLACING ORDER. <u>DO NOT</u> DUPLICATE.</p> <p><u>ATTACHMENTS</u></p> <p>THE FOLLOWING DOCUMENTS ARE ATTACHED HERETO AND FORM A PART OF THIS PURCHASE ORDER:</p> <ol style="list-style-type: none"> 1) TENERA PROPOSAL TR-84-4180 2) TERA CORPORATION FEES FOR PROFESSIONAL SERVICES DATED AUGUST 30, 1984 3) TERA CORPORATION CATEGORY AVERAGE PAYROLL BURDENED RATES FROM 8-83-10 		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 5 OF 5

P. O. NO.

CPF-21079

PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>4) RESUMES FOR DON K. DAVIS, JOHN GUIBERT AND HOWARD LEVIN.</p> <p><u>INTENDED USE:</u></p> <p>LICENSING PROVIDE ASSISTANCE IN COMPLETING THE NECESSARY LICENSING ACTIONS FOR CPSES TO ACHIEVE FULL POWER LICENSING.</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

ORIGINAL ORDER INCLUDING AMENDMENTS BY PREVIOUS SUPPLEMENTS

ADDITION BY THIS SUPPLEMENT

DEDUCTION BY THIS SUPPLEMENT

AMENDED TOTAL

PURCHASE ORDER SUPPLEMENT

Texas Utilities Generating Co.
P.O. Box 1002, Glen Rose, Texas 76043

SUPPLEMENT NUMBER

1

TO

P. O. NO. CPF 21079

SHIPMENT PROMISED BY

NOT APPLICABLE

ORIGINAL
NOTIFICATION

CONFIRMATION

X

DATE

ACCOUNT NO.

2-5-85

1-2-9230-940000-108

T
O
TENERA CORPORATION
A DIVISION OF TERA CORPORATION
2150 SHATTUCK AVENUE
BERKELEY, CALIF. 94704
ATTN: JOHN C. GUIBERT

NO CHANGES IN OR CANCELLATIONS OF
PURCHASE ORDERS WILL BE RECOGNIZED
UNLESS AUTHORIZED BY THIS SUPPLE-
MENT FORM ISSUED ONLY BY THE PUR-
CHASING DEPARTMENT.

R 35381

CONFIRMED TO: JOHN C. GUIBERT 415-845-5200

VENDOR WILL SIGN AND RETURN CARBON COPY OF THIS SUPPLEMENT

THE PURCHASING DEPARTMENT HAS MADE THE FOLLOWING CHANGES IN THE ABOVE NUMBERED PURCHASE ORDER

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THIS PURCHASE ORDER SUPPLEMENT NUMBER 1 IS ISSUED TO RESTATE THE "SCOPE OF SERVICES" ADD MONIES, AND EXTEND THE SERVICE PERIOD OF PURCHASE ORDER CPF 21079 TO ALLOW TENERA CORPORATION TO CONTINUE ASSISTING THE TEXAS UTILITIES GENERATING COMPANY (TUGCO) IN COMPLETING THE NECESSARY LICENSING ACTION FOR COMANCHE PEAK STEAM ELECTRIC STATION (CPSES) TO ACHIEVE FULL POWER LICENSING.</p> <p><u>SCOPE OF SERVICES</u></p> <p>TASK NO. 1 - GENERAL LICENSING SUPPORT</p> <p>THIS TASK INCLUDES THE TYPE OF ACTIVITIES CURRENTLY SPECIFIED IN THE REFERENCED PURCHASE ORDER. IT IS RECOMMENDED THAT THE DESCRIPTION OF THESE ACTIVITIES REMAIN UNCHANGED, SINCE IT PROVIDES A CERTAIN DEGREE OF FLEXIBILITY TO ACCOMMODATE SMALL SUB-TASKS (E.G., CONSULTATION OF FIRE PROTECTION LICENSING POSITIONS, RESOLUTION OF SPECIFIC TECHNICAL SPECIFICATION ISSUES, ETC.). THIS WORK IS PERFORMED AT THE DIRECTION AND REQUEST OF MR. BECK.</p>		

Except as herein amended, this Supplement carries forth and preserves all Terms and Conditions of the original Purchase Order and previous Supplements.

REASON FOR CHANGE

CHANGED BY: P. DICKENS/ph (817) 897-4881 EXT 315
REQUISITIONER: P. DICKENS/ph (817) 897-4881 EXT 315

TEXAS UTILITIES GENERATING COMPANY

BY

PURCHASING AGENT

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 2 OF 4

P. O. NO.

SUPPLEMENT NO.

CPF 21079

1

PURCHASE ORDER SUPPLEMENT CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>TASK NO. 2 - CYGNA RESPONSE SUPPORT</p> <p>THERE ARE FOUR TOPICS RELATED TO THE CYGNA IDVP ON WHICH TENERA HAS BEEN PROVIDING AND CONTINUES TO PROVIDE SUPPORT TO TUGCO:</p> <ul style="list-style-type: none"> o MASS PARTICIPATION o GENERIC STIFFNESS o CABLE TRAYS/SUPPORTS o CONDUITS/SUPPORTS. <p>THE SCOPE OF TENERA ACTIVITIES RELATED TO THIS TASK HAS INCLUDED THE FOLLOWING:</p> <ol style="list-style-type: none"> (1) IDENTIFICATION AND ASSESSMENT OF OPTIONS FOR RESOLUTION OF CYGNA CONCERNS; (2) DEVELOPMENT OF ACTION PLANS FOR RESOLUTION; (3) ASSESSMENT OF DATA, ENGINEERING EVALUATIONS, AND ANALYSES DEVELOPED AS PART OF THE IMPLEMENTATION OF THE ACTION PLANS; (4) DEVELOPMENT AND PRESENTATION OF CONCLUSIONS; AND (5) INTERFACE WITH NRC, CYGNA, AND ASLB. <p>TENERA'S ACTIVITIES RELATED TO THE MASS PARTICIPATION AND GENERIC STIFFNESS ISSUES ARE ESSENTIALLY COMPLETE. ACTIVITIES RELATED TO CABLE TRAYS, CONDUITS, AND ASSOCIATED SUPPORTS ARE CURRENTLY IN PROGRESS. IN ADDITION, TENERA IS ASSISTING TUGCO IN THE DEVELOPMENT OF THE SHORT TERM PROGRAM FOR THE PREPARATION OF THE SEISMIC MARGIN SPECTRA REPORT.</p> <p><u>TASK NO. 3 - NRC-TRT RESPONSE SUPPORT (SRT AND SRT SUPPORT GROUP)</u></p> <p>WORK ON THIS TASK COMMENCED ON SEPTEMBER 19, 1984. INITIAL ACTIVITIES INCLUDED PROVIDING ASSISTANCE TO TUGCO IN THE DEVELOPMENT AND</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

PURCHASING COPY.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE <u>3</u> OF <u>4</u>		P. O. NO. CPF 21079		SUPPLEMENT NO. 1		PURCHASE ORDER SUPPLEMENT CONTINUATION SHEET	
ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE		
			<p>PRESENTATION OF THE CPRT PROGRAM PLAN AND THE ISSUE-SPECIFIC ACTION PLANS FOR THE CIVIL/STRUCTURAL, ELECTRICAL, AND TESTING PROGRAMS AREAS. SIMILAR ACTIVITIES WILL CONTINUE AS ADDITIONAL NRC-TRT ISSUES ARE PROVIDED TO TUGCO. MR. JOHN GUIBERT OF TENERA HAS SERVED AND WILL CONTINUE TO SERVE AS A MEMBER OF THE CPRT SENIOR REVIEW TEAM. SIMILARLY, MR. FRANK DOUGHERTY OF TENERA HAS SERVED AND WILL CONTINUE TO SERVE AS A MEMBER OF THE SRT SUPPORT GROUP.</p> <p>TASK NO. 4 - NRC-TRT RESPONSE SUPPORT (RTL AND RTL SUPPORT STAFF FOR CIVIL/STRUCTURAL, MECHANICAL, AND MISCELLANEOUS ISSUES</p> <p>THIS TASK COMMENCED IN OCTOBER 1984, SUBSEQUENT TO MEETINGS WITH THE NRC STAFF RELATED TO REVISION 0 OF THE CPRT PROGRAM PLAN AND ISSUE-SPECIFIC ACTION PLANS. MR. HOWARD LEVIN OF TENERA HAS SERVED AND WILL CONTINUE TO SERVE AS THE CPRT REVIEW TEAM LEADER FOR THE RESOLUTION OF CIVIL/STRUCTURAL, MECHANICAL, AND MISCELLANEOUS ISSUES. ACTIVITIES UNDER THIS TASK ARE THOSE NECESSARY FOR MR. LEVIN TO EXECUTE HIS RESPONSIBILITIES AS SET FORTH IN REVISION 1 OF THE CPRT PROGRAM PLAN. IN EXECUTING THESE RESPONSIBILITIES, MR. LEVIN WILL CONTINUE TO UTILIZE THE SERVICES OF OTHERS. IT IS ANTICIPATED THAT CONTRACTUAL ARRANGEMENT FOR PERSONNEL FROM OTHER ORGANIZATION IDENTIFIED BY MR. LEVIN TO WORK ON THIS TASK WILL BE HANDLED SEPARATELY.</p> <p><u>AMENDED FEE SCHEDULE</u></p> <p>ADD AN ADDITIONAL <u> </u> TO THE TOTAL ESTIMATED COST FOR SERVICES TO BE PERFORMED UNDER THIS PURCHASE ORDER CPF 21079.</p> <p>PREVIOUS TOTAL ORDER PRICE <u> </u> THIS SUPPLEMENT NO. 1 <u> </u> PRESENT TOTAL ORDER PRICE <u> </u></p>				

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

PURCHASING COPY

TEXAS UTILITIES GENERATING COMPANY
A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 4 OF 4		P. O. NO. CPF 21079		SUPPLEMENT NO. 1		PURCHASE ORDER SUPPLEMENT CONTINUATION SHEET	
ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION			NET UNIT PRICE	TOTAL ITEM PRICE
			<p>TENERA CORPORATION SHALL INVOICE TEXAS UTILITIES GENERATING COMPANY BY IDENTIFYING PURCHASE ORDER SUPPLEMENT NO. AND TASK NUMBER.</p> <p><u>AMENDED SERVICE PERIOD</u></p> <p>THE ESTIMATED SERVICE PERIOD SHALL EXTEND THROUGH MARCH 31, 1985.</p> <p>EXPEDITERS AND INSPECTORS ARE ENTITLED TO ASK FOR AND RECEIVE ANY INFORMATION PERTINENT TO THIS ORDER.</p> <p>CONFIRMING TELEPHONE ORDER PLACED ON 2/5/85 BY PAUL DICKENS AT WHICH TIME TERMS AND CONDITIONS WERE VERIFIED. ANY CHANGE REQUIRES APPROVAL OF PERSON PLACING ORDER. <u>DO NOT DUPLICATE.</u></p> <p><u>INTENDED USE:</u></p> <p>PMG PROVIDE ASSISTANCE IN COMPLETING THE NECESSARY LICENSING ACTIONS FOR CPSES TO ACHIEVE FULL POWER LICENSING</p> <p><u>REFERENCE:</u></p> <p>1. TENERA CORPORATION LETTER DATED OCTOBER 12, 1985 1984</p> <p>2. TENERA CORPORATION PROPOSAL TR-85-5002 DATED JANUARY 2, 1985.</p>				

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

PURCHASING COPY.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 1 OF 8 DATE 11-14-84

SHIP TO TEXAS UTILITIES GENERATING COMPANY, ATTN: BROWN & ROOT, INC.
c/o COMANCHE PEAK STEAM ELECTRIC STATION
FM 201, GLEN ROSE, TEXAS 76043

PURCHASE ORDER

ORIGINAL
NOTIFICATION

CONFIRMATION

BILL TO TEXAS UTILITIES GENERATING COMPANY
P.O. BOX 1002, GLEN ROSE, TEXAS 76043

NUMBER BELOW MUST
BE SHOWN ON ALL
SHIPMENTS, INVOICES
AND CORRESPONDENCE.

SHIP VIA

N/A

F.O.B.

N/A

P. O. NO.

SHIPMENT PROMISED BY

TERMS

REQ. NO.

ACCOUNT NO.

SEE BELOW

NET 30 DAYS

R 34536

1-2-9230-940000-106

CPF-21635

T
O
EVALUATION RESEARCH CORPORATION
1755 JEFFERSON DAVIS HWY.
ARLINGTON, VA. 22202
ATTN: BILL WINSTON

VENDOR WILL SIGN AND RETURN CARBON
COPY OF THIS PURCHASE ORDER ACCEPT-
ING ALL TERMS AND CONDITIONS UNDER
WHICH IT IS ISSUED

PLEASE RENDER INVOICES IN
DUPLICATE

CONFIRMED TO: BILL WINSTON (703) 979-8220

THE TERMS AND CONDITIONS SET OUT ON THE BACK HEREOF AND ANY ATTACHMENTS HERETO ARE A PART OF THIS ORDER AND HAVE THE SAME EFFECT AS IF SET OUT ON THIS SIDE

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THIS PURCHASE ORDER IS ISSUED TO SUPPORT COMANCHE PEAK STEAM ELECTRIC STATION (CPSES) IN SITE QA/QC REVIEW. EVALUATION RESEARCH CORPORATION (ERC) WILL BE RESPONSIBLE FOR THE FOLLOWING:</p> <p>MR. JOHN L. HANSEL WILL BE ASSIGNED AS THE REVIEW TEAM LEADER FOR QA/QC AND WILL REPORT TO THE SENIOR REVIEW TEAM (SRT). HE IS ALSO TO WORK WITHIN THE TUGCO ORGANIZATION AND UTILIZE EXISTING PERSONNEL AS MUCH AS POSSIBLE AND FEASIBLE. HOWEVER, HIS EFFORTS ARE TO BE CONDUCTED IN SUCH A MANNER THAT HE IS ABLE TO PROVIDE AN INDEPENDENT ASSESSMENT AND EVALUATION OF THIS OVERALL EFFORT.</p> <p>REVIEW THE PROGRAM PLAN, NRC CORRESPONDENCE AND OTHER RELATED MATERIAL TO SUFFICIENTLY UNDERSTAND THE ISSUES TO BE RESOLVED. BASED ON THIS KNOWLEDGE, ASSURE THAT THE APPROACH OUTLINED IN THE PROGRAM PLAN IS EFFECTIVE. PROVIDE TUGCO WITH ANY RECOMMENDATIONS FOR IMPROVEMENT.</p>		

Exemption Certificate Permit Number 3-00076-1916-3. The Purchaser hereby claims exemption from the Payment of Texas State, Local, NITA Sales & Use Taxes upon purchase of taxable items on this order. Purchaser agrees to accrue and pay the tax to the Comptroller of Public Accounts as required by statute.

DUPLICATE
ORIGINAL

TEXAS UTILITIES GENERATING COMPANY

OWNER

(817) 897-4881 EXT

(817) 897-4881 EXT

By

PURCHASING AGENT

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 2 OF 8

P.O. NO.

CP1-21035

PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	AMOUNT
			<p>THE QA/QC TEAM WILL REQUIRE AN ACTIVE INTERFACE WITH THE OTHER TEAMS TO REVIEW FINDINGS AND OBSERVATIONS, AND TO EXCHANGE THOUGHTS ON WHAT ARE THE ROOT CAUSES OF PROBLEMS. THE SAME TYPE OF INTERFACE WILL BE REQUIRED TO DISCUSS GENERIC ISSUES.</p> <p>FULFILL ALL RESPONSIBILITIES OUTLINED ON PAGES 7 & 8 OF THE PROGRAM PLAN, AS WELL AS OVERSEE AND PROVIDE DIRECTION TO THE ISSUE COORDINATORS.</p> <p>KEEP THE SENIOR REVIEW TEAM APPRISED OF PROJECT STATUS, ISSUES, AND CONCERNS. THIS WILL BE VIA PERIODIC MEETINGS AND FORMAL REPORTS. A FINAL REPORT WILL BE PREPARED BY ERC UPON COMPLETION OF THE PROJECT.</p> <p>ERC WILL CONDUCT AUDITS AND PERFORM SURVEILLANCE OF VARIOUS ACTIVITIES TO PROVIDE ASSURANCE THAT THE PROJECT IS BEING CONDUCTED IN ACCORDANCE WITH THE PLAN AND THAT THE PLAN, WHEN COMPLETED, WILL SATISFY THE TUGCO OBJECTIVES. THE AUDITS AND SURVEILLANCE ACTIVITY WILL BE KEPT TO A MINIMUM, AND WILL ONLY BE CONDUCTED AT THE DIRECTION OF MR. HANSEL. THEY WILL BE TAILORED IN A MANNER THAT WILL ALLOW MR. HANSEL TO SPEAK AUTHORITATIVELY ON KEY ASPECTS OF THE PROGRAM.</p> <p>IF REQUIRED, MR. HANSEL WILL TESTIFY FOR TUGCO ON THIS EFFORT BEFORE THE ATOMIC SAFETY & LICENSING BOARD.</p> <p>ERC WILL RECOMMEND THE USE OF INDEPENDENT INSPECTORS ON A CASE BY CASE BASIS WHEN DIRECTED BY THE SAT. ERC WILL ARRANGE FOR THESE INSPECTORS. IN ALL CASES, TUGCO APPROVAL WILL BE OBTAINED PRIOR TO ENGAGEMENT.</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE	3	OF	8
P. O. NO.			
CPF-21635			

PURCHASE ORDER CONTINUATION SHEET

ITEM NO	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>ERC PERSONNEL SHALL REPORT TO THE CPSES ASSISTANT GENERAL PROJECT MANAGER OR HIS DESIGNEE FOR ASSIGNMENTS.</p> <p>ACTIVITIES AND ASSIGNMENTS SHALL BE FURNISHED IN STRICT COMPLIANCE WITH TUGCO'S CPSES PROJECT PROCEDURES AND QUALITY ASSURANCE REQUIREMENTS.</p> <p>ERC SHALL SUBMIT PROPOSED CANDIDATES TO FULFILL WORK REQUIREMENTS BY PROVIDING RESUMES IDENTIFYING PERSONNEL QUALIFICATIONS, PROPOSED RATES, AND CLASSIFICATION.</p> <p><u>TERMS AND CONDITIONS</u></p> <p>TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PURCHASE ORDER CPF 21635 DO NOT APPLY. TERMS AND CONDITIONS SHALL BE IN STRICT COMPLIANCE WITH THE ATTACHED DOCUMENT TITLED "TERMS AND CONDITIONS, COMANCHE PEAK STEAM ELECTRIC STATION SERVICE CONTRACT", DATED APRIL 12, 1984 (ATTACHMENT NO. 1)</p> <p><u>SERVICE PERIOD</u></p> <p>ERC PERSONNEL SHALL BE AVAILABLE ONSITE NOVEMBER 8, 1984 AND EXTEND TO NOVEMBER 11, 1985, WITH OPTION FOR TUGCO TO RENEW, BUT SUBJECT TO THE TERMINATION CLAUSE IN THE TUGCO TERMS AND CONDITIONS DOCUMENT.</p> <p><u>FEE SCHEDULE</u></p> <p>ERC SHALL INVOICE TEXAS UTILITIES IN ACCORDANCE WITH THE FOLLOWING RATES:</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 4 OF 8	P. O. NO. CPF-21635
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PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
			<p>SERVICE CATEGORY REGULAR TIME RATE/HOUR OVERTIME RATE/HOUR</p> <p>REVIEW TEAM LEADER</p> <p>DEPUTY REVIEW TEAM LEADER</p> <p>SR. QUALITY ENGINEER/ANALYSTS</p> <p>CLERICAL SUPPORT</p> <p>THE ABOVE RATES FOR OVERTIME APPLY AFTER FORTY (40) HOURS HAVE BEEN WORKED IN A GIVEN CALENDAR WEEK, SUNDAY THROUGH SATURDAY, AND FOR ALL HOLIDAY HOURS WORKED. HOURS WORKED WILL INCLUDE REASONABLE TRAVEL TIME FOR BUSINESS BUT WILL NOT INCLUDE ROUTINE DAILY TRAVEL TO AND FROM THE JOBSITE.</p> <p>ERC SHALL SUBMIT WEEKLY TIME SHEETS TO TUGCO CPSES MANAGEMENT FOR APPROVAL. ERC SHALL IDENTIFY PERSONNEL, CLASSIFICATION, AND RATE WHEN INVOICING TUGCO.</p> <p>EXPENSES SHALL BE INVOICED AT ACTUAL COST TO EVALUATION REVIEW CORPORATION AND SHALL COMPLY WITH COMANCHE PEAK TRAVEL POLICY AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. MEALS - ACTUAL COST BUT NOT TO EXCEED TWENTY-FIVE (\$25.00) DOLLARS PER DAY. 2. RENT CAR - RENTAL CAR SHALL BE A FORD FAIRMONT, CHEVROLET MALIBU, OR NOVA, OR AN EQUIVALENT SIZED CAR. IF ONE OF THE ABOVE MENTIONED CARS IS NOT AVAILABLE, A SMALLER CAR SHALL BE USED. IF ONLY A LARGER CAR IS AVAILABLE, IT SHALL BE SO NOTED ON THE RENTAL RECEIPT. 		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE	5	OF	8
P. O. NO.			
CPF-21635			

PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	ITEM PRICE
			<p>3. FLIGHT ARRANGEMENTS - AIR TRAVEL SHALL BE BY ECONOMY CLASS ONLY.</p> <p>4. ENTERTAINMENT - NOT REIMBURSABLE EXPENSES.</p> <p>5. HOTEL/HOTEL - ACCOMMODATIONS SHALL BE IN GRANBURY, GLEN ROSE, OR CLEBURNE, ONLY.</p>		
			<p>PROPER DOCUMENTATION AND RECEIPTS SHALL ACCOMPANY ALL INVOICES.</p> <p>THE ABOVE RATES ARE FIRM AND NOT SUBJECT TO ESCALATION.</p> <p>ERC IS REQUIRED TO REFERENCE THIS PURCHASE ORDER NUMBER ON ALL INVOICES AND CORRESPONDENCE PERTAINING TO THIS PURCHASE ORDER.</p> <p>THE ESTIMATED TOTAL PURCHASE AMOUNT OF THIS PURCHASE ORDER IS NOT TO EXCEED UNLESS AUTHORIZED BY WRITTEN SUPPLEMENT TO THIS PURCHASE ORDER.</p> <p><u>INSURANCE REQUIREMENTS</u></p> <p>BEFORE WORK CAN COMMENCE, SELLER MUST FURNISH TO BUYER COMPLETED CERTIFICATE OF INSURANCE, FORM NO. 4500-0000, ATTACHED, SIGNED BY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANIES AFFORDING COVERAGE.</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE UNLESS THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE	6	OF	8
P. O. NO.	CPF-21635		

PURCHASE ORDER CONTINUED ON SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>SELLER IS TO MAINTAIN AT HIS OWN EXPENSE, WITH SUBROGATION WAIVED AGAINST BUYER AND THE PRINCIPAL ON WHOSE WORK BUYER IS ENGAGED, THROUGHOUT THE DURATION OF THE ABOVE SERVICES A MINIMUM INSURANCE AS FOLLOWS:</p> <p>A. STATUTORY WORKMEN'S COMPENSATION.</p> <p>B. COMPREHENSIVE GENERAL LIABILITY</p> <p>BODILY INJURY - \$300,000.00 EACH OCCURRENCE</p> <p>PROPERTY DAMAGE - \$100,000.00 EACH OCCURRENCE - \$100,000.00 AGGREGATE</p> <p>C. COMPREHENSIVE AUTOMOBILE LIABILITY</p> <p>BODILY INJURY - \$100,000.00 EACH PERSON - \$300,000.00 EACH OCCURRENCE</p> <p>PROPERTY DAMAGE - \$ 50,000.00 EACH OCCURRENCE</p> <p>D. EMPLOYER LIABILITY - \$100,000.00</p> <p>E. EXCESS LIABILITY - \$1,000,000.00 COMBINED SINGLE LIMIT</p> <p>SELLER SHALL FURNISH CERTIFICATE OF THE FOREGOING INSURANCE TO BUYER, PROVIDING THIRTY (30) DAYS NOTICE BY REGISTERED MAIL TO BUYER AS TO CANCELLATION OR MATERIAL CHANGES.</p> <p>MAIL CERTIFICATION TO:</p> <p>TEXAS UTILITIES GENERATING COMPANY P. O. BOX 1000 WILSON ROSE, TEXAS 70043 ATTN: EXPEDITING DEPARTMENT</p>		

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE **7** OF **8**

P.O. NO.
CFF-21635

PURCHASE ORDER CONTRACT NO. _____

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>CONTRACT INDEMNITY AND HOLD HARMLESS AGREEMENT</u></p> <p>CONTRACTOR FURTHER AGREES TO DEFEND, PROTECT, INDEMNIFY, AND SAVE HARMLESS OWNER, ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, EXPENSES, DEMANDS, JUDGMENTS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER FOR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY OF CONTRACTOR'S AGENTS, SERVANTS, AND EMPLOYEES, AS WELL AS THE AGENTS, SERVANTS, AND EMPLOYEES OF CONTRACTOR'S SUBCONTRACTOR, WHETHER OR NOT ARISING FROM THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF OWNER, ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, OR EMPLOYEES OR INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO OWNER ARISING OUT OF OR INCIDENT TO THE WORK TO BE PERFORMED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, (1) ANY CONDITION OF THE PREMISES, (2) SEPARATE OPERATIONS BEING CONDUCTED ON THE PREMISES, OR (3) THE IMPERFECTION, WHETHER LATENT OR PATENT, OF ANY MATERIAL OR EQUIPMENT FURNISHED BY OWNER.</p> <p>THE CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY, AND SAVE HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, DEMANDS, JUDGMENTS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER ARISING IN FAVOR OF ANY PERSON OR ENTITY (OTHER THAN THE AGENTS, SERVANTS, AND EMPLOYEES OF CONTRACTOR OR OF CONTRACTOR'S SUBCONTRACTOR, AS PROVIDED IN THE PARAGRAPH IMMEDIATELY ABOVE), INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, JUDGMENTS, CAUSES OF ACTION ON ACCOUNT OF PERSONAL INJURIES OR DEATH, OR DAMAGE TO PROPERTY ARISING OUT OF OR INCIDENT TO THE WORK PERFORMED HEREUNDER. IT IS THE CLEAR AND UNESQUIVOCAL INTENT OF THE PARTIES HERETO THAT CONTRACTOR'S OBLIGATION TO DEFEND, PROTECT, AND SAVE HARMLESS OWNER SHALL BE FULL AND COMPLETE FOR ANY WORK PERFORMED, WITH THE ONLY EXCEPTION BEING THAT, AS TO CLAIMS ARISING IN FAVOR OF PERSONS OR ENTITIES OTHER THAN PURCHASER,</p>		

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE	8	OF	8
P. O. NO.			
CPF-21635			

PURCHASE ORDER CONT. SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL EXTENSION
			<p>DEATH OR DAMAGE TO THE AGENTS, SERVANTS, AND EMPLOYEES OF CONTRACTOR OR CONTRACTOR'S SUB-CONTRACTOR. OWNER SHALL NOT BE ENTITLED TO INDEMNIFICATION FOR CLAIMS, DEMANDS, EXPENSES, JUDGMENTS, AND CAUSES OF ACTION RESULTING FROM OWNER'S SOLE NEGLIGENCE.</p> <p>EXPEDITERS AND INSPECTORS ARE ENTITLED TO ASK FOR AND RECEIVE ANY INFORMATION PERTINENT TO THIS ORDER.</p> <p>CONFIRMING TELEPHONE ORDER PLACED ON 11-14-84 BY PAUL DICKENS AT WHICH TIME TERMS AND CONDITIONS WERE VERIFIED. ANY CHANGE REQUIRES APPROVAL OF PERSON PLACING ORDER. <u>DO NOT</u> DUPLICATE.</p> <p><u>ATTACHMENT</u></p> <p>1) "TERMS AND CONDITIONS COMANCHE PEAK STEAM ELECTRIC STATION SERVICE CONTRACT," DATED APRIL 12, 1984.</p> <p><u>REFERENCE</u></p> <p>1) EVALUATION RESEARCH CORPORATION (ERC) LETTER DATED NOVEMBER 2, 1984.</p> <p>2) ERC BILLING RATES</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

ORIGINAL ORDER INCLUDING AMENDMENTS BY PREVIOUS SUPPLEMENTS

ADDITION BY THIS SUPPLEMENT

DEDUCTION BY THIS SUPPLEMENT

AMENDED TOTAL

PURCHASE ORDER SUPPLEMENT

Texas Utilities Generating Co.
P.O. Box 1002, Glen Rose, Texas 76043

SUPPLEMENT NUMBER

TO
P. O. NO. CPF 21635

DATE 3-20-85	ACCOUNT NO. 1-2-9230-940000-108	SHIPMENT PROMISED BY N/A	ORIGINAL NOTIFICATION	CONFIRMATION A
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T
O
EVALUATION RESEARCH CORPORATION
1755 JEFFERSON DAVIS HWY.
ARLINGTON, VA. 22202
ATTN: W.R. WINSTON

NO CHANGES IN OR CANCELLATIONS OF PURCHASE ORDERS WILL BE RECOGNIZED UNLESS AUTHORIZED BY THIS SUPPLEMENT FORM ISSUED ONLY BY THE PURCHASING DEPARTMENT.

K 36356

CONFIRMED TO: W.R. WINSTON (703) 979-8220

VENDOR WILL SIGN AND RETURN CARBON COPY OF THIS SUPPLEMENT
THE PURCHASING DEPARTMENT HAS MADE THE FOLLOWING CHANGES IN THE ABOVE NUMBERED PURCHASE ORDER

ITEM NO	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THIS PURCHASE ORDER SUPPLEMENT NO. 1 IS ISSUED TO AMEND SERVICE PERIOD & FEE SCHEDULE AS FOLLOWS:</p> <p><u>AMENDED SERVICE PERIOD</u></p> <p>ERC personnel shall be available onsite November 8, 1984 and extend through December 31, 1985, with an option for TUGCO to renew, but subject to the termination clause in the TUGCO Terms and Conditions document. Upon exercise of renewal option by TUGCO, ERC shall promptly provide a listing of service categories and rates applicable for the renewal period to be included in an amendment to the purchase order.</p> <p><u>AMENDED FEE SCHEDULE</u></p> <p>ERC shall invoice Texas Utilities in accordance with the following rates:</p>		

Except as herein amended, this Supplement carries forth and preserves all Terms and Conditions of the original Purchase Order and previous Supplements.

REASON FOR CHANGE	TEXAS UTILITIES GENERATING COMPANY
CHANGED BY	(817) 897-4881 EXT
REQUISITIONER	(817) 897-4881 EXT
By	PURCHASING AGENT

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 2	CF 1	
P.O. NO. CPF 21635	SUPPLEMENT NO. 1	PURCHASE ORDER SUPPLEMENT COT TO SHEET

ITEM NO.	QUANTITY WANTED	U/A	DESCRIPTION	NET UNIT PRICE
			<div> <div>OVERTIME RATE/HOUR</div> <div>11/8/84- 3/31/85</div> </div> <div> <div>OVERTIME RATE/HOUR</div> <div>4/1/85- 12/31/85</div> </div> <div> <div>PREMIUM TIME RATE/HOUR</div> <div>4/1/85- 12/31/85</div> </div>	
			SERVICE CATEGORY	REGULAR RATE/HOUR
			PROJECT MANAGER	
			DEPUTY PROJECT MANAGER	
			SENIOR QUALITY ENGINEER	
			INSPECTOR SUPERVISOR	
			INSPECTOR II	
			CLERICAL	
			QUALITY ENGINEER II	
			QUALITY ENGINEER III	
			INSPECTOR III	
			<p>Job start-up (on or before 4/1/85) - Due to need to proceed with work and existing contractual obligations, the above overtime rates apply to all personnel for hours worked above eight (8) hours a day and over forty (40) hours a week, Monday through Sunday including holidays.</p>	

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

PURCHASING COPY

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 3 OF 7	P. O. NO. CPF 21635	SUPPLEMENT NO. 1	PURCHASE ORDER SUPPLEMENT CONTINUATION SHEET
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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL EXTENT
			<p>Job performance (4/1/85 through 12/31/85) - The above overtime rates apply after forty (40) hours have been worked in a given calendar week, Monday through Friday, except non-exempt personnel who shall be compensated in accordance with NLRS requirements. The premium rate applies to hours worked on Saturdays, Sundays, and Holidays.</p> <p>Premium time (4/1/85 - 12/31/85)- The premium time applies to hours worked Saturdays, Sundays and holidays.</p> <p>ERC shall provide sixty (60) days advance notice of any changes to the above rates and TUGCO written approval of the changes will be required prior to implementation.</p> <p>ERC shall submit semi-monthly activities reports to TUGCO CPSES management for approval. ERC shall identify personnel by service category and rate when invoicing. The initial invoice shall include copies of ERC time sheets. Subsequently, ERC shall submit on a monthly basis a listing of all personnel working on the project identified by billing category, service category, and base hourly rate.</p>		
			<p>1.) <u>Short Term Assignment</u></p> <p>Rate- Actual cost but not to exceed twenty-five (\$25.00) dollars per day.</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

PURCHASING COPY

TEXAS UTILITIES GENERATING COMPANY

DIVISION OF TEXAS UTILITIES ELECT. CO.

PAGE 5 OF 7		
P.O. NO. CPF 21635	SUPPLEMENT NO. 1	PURCHASE ORDER SUPPLEMENT CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>4.) Trips Home</u></p> <p>It is ERC policy to provide one trip home (or one trip for spouse to site) for personnel on a continuous extended work day (over eight hours)/work period (over three weeks) basis. The purpose for such trip(s) is to ensure maximum efficiency and accuracy of essential personnel on the project under extensively stressful conditions as follows:</p> <p>ERC personnel will be allowed one trip home every three weeks on a rotational schedule basis such that a work force is maintained on-site during weekends. The Project Manager will have final approval rights for scheduling those trips in consideration of project needs.</p> <p>All travel expenses associated with the trip home will be reimbursed in accordance with standard ERC practice.</p> <p>If travel time occurs Monday through Friday, the employee will be compensated for that time. However, the number of hours actually worked combined with the travel time hours will not be compensated for more than a normal working day. Travel time on Saturday or Sunday will not be reimbursed.</p> <p>Travel time utilized on Monday through Friday will not exceed four (4) hours and part of the normal work week in accordance with the limitations stated earlier.</p> <p>All travel time taken during a normal work day will require specific approval of the Project Manager, or his designee.</p>		

SEE TERMS AND

SEE SUPPLEMENT ARE

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 6 OF 7	P.C. NO. CPF 21635	SUPPLEMENT NO. 1	PURCHASE ORDER SUPPLEMENT CONTINUED SHEET
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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
			<p>ERC shall maintain at its accounting office adequate documentation to support all expenses claimed and expenses will be identified in an aggregate dollar amount on a separate line item on each invoice. Submission of receipts/documentation are not required to be submitted with each invoice.</p> <p>TUGCO reserves the right to provide local transportation and travel arrangements directly for ERC (contractor) personnel.</p> <p>TUGCO shall have the right to audit the expense records specifically relating to performance under this purchase order in ERC's contracts/accounting offices at all reasonable times during normal working hours.</p> <p>The above rates are applicable to this purchase order for the period ending December 31, 1985 and not subject to change unless ERC provides sixty (60) days advance notice of any change. Such changes must be agreed to in writing by TUGCO prior to invoicing.</p> <p>EVALUATION RESEARCH CORPORATION IS REQUIRED TO REFERENCE THIS PURCHASE ORDER NUMBER ON ALL INVOICES AND CORRESPONDENCE PERTAINING TO THIS PURCHASE ORDER.</p> <p>THE ESTIMATED TOTAL PURCHASE AMOUNT OF THIS PURCHASE ORDER SUPPLEMENT NUMBER 1 IS UNLESS AUTHORIZED BY WRITTEN SUPPLEMENT TO THIS PURCHASE ORDER.</p> <p>The estimated total not to exceed amount of this purchase order is revised to for the period ending December 31, 1985.</p> <p>EXPEDITORS AND INSPECTORS ARE ENTITLED TO GO FOR AND RECEIVE ANY INFORMATION PERTAINING TO THIS ORDER.</p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY
DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 7 OF 7		
P.O. NO. CPF 21635	SUPPLEMENT NO. 1	PURCHASE ORDER SUPPLEMENT CONTINUED ON REVERSE SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			CONFIRMING TELEPHONE ORDER PLACED ON 3-21-85 BY PAUL DICKENS AT WHICH TIME TERMS AND CONDITIONS WERE VERIFIED. ANY CHANGE REQUIRES APPROVAL OF PERSON PLACING ORDER. <u>DO NOT</u> <u>DUPLICATE.</u> <u>REFERENCE:</u> 1) ERC LETTER DATED 2/21/85 2) ERC AMENDED LETTER DATED 3/15/85		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

PURCHASING COPY

TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

PAGE 1 OF 13 DATE 7-22-85

SHIP TO TEXAS UTILITIES GENERATING COMPANY, ATTN: BROWN & ROOT, INC.
C/O COMANCHE PEAK STEAM ELECTRIC STATION
FM 201, GLEN ROSE, TEXAS 76043

PURCHASE ORDER

ORIGINAL
NOTIFICATIONCONFIRMATION
X

BILL TO TEXAS UTILITIES GENERATING COMPANY
P.O. BOX 1002, GLEN ROSE, TEXAS 76043

NUMBER BELOW MUST
BE SHOWN ON ALL
SHIPMENTS, INVOICES
AND CORRESPONDENCE.

SHIP VIA
NOT APPLICABLE

F.O.B.

NOT APPLICABLE

P.O. NO.
CPF-12653-S

SHIPMENT PROMISED BY
NOT APPLICABLETERMS
SEE FEE SCHEDULEREQ. NO.
R 33044ACCOUNT NO.
1-2-9210-330512-094

TO
STONE AND WEBSTER ENGINEERING CORPORATION
HOUSTON OPERATIONS CENTER
16430 PARK TEN PLACE
HOUSTON, TEXAS 77084
ATTN: JIM MONOHAN

VENDOR WILL SIGN AND RETURN CARBON
COPY OF THIS PURCHASE ORDER ACCEPT-
ING ALL TERMS AND CONDITIONS UNDER
WHICH IT IS ISSUED

PLEASE RENDER INVOICES IN
DUPLICATE

CONFIRMED TO: JIM MONOHAN 713-492-4230

THE TERMS AND CONDITIONS SET OUT ON THE BACK HEREOF AND ANY ATTACHMENTS HERETO ARE A PART OF THIS ORDER AND HAVE THE SAME EFFECT AS IF SET OUT ON THIS SIDE

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THIS PURCHASE ORDER IS ESTABLISHED WITH STONE AND WEBSTER ENGINEERING CORPORATION (SWEC) FOR TECHNICAL ENGINEERING SERVICES IN SUPPORT OF TEXAS UTILITIES GENERATING COMPANY'S (TUGCO) COMANCHE PEAK STEAM ELECTRIC STATION (CPSES) PROJECT LOCATED IN SOMERVELL COUNTY NEAR GLEN ROSE, TEXAS.</p> <p><u>SCOPE OF WORK, GENERAL</u></p> <p>SWEC SHALL FURNISH QUALIFIED PERSONNEL, EQUIPMENT, AND SOFTWARE AS REQUIRED TO PERFORM PIPE STRESS AND PIPE SUPPORT QUALIFICATIONS IN ORDER TO ADDRESS TECHNICAL CONCERNS ON THE PIPING AND PIPE SUPPORT DESIGNS AT THE CPSES PROJECT.</p> <p>UPON INITIATION OF THIS SCOPE OF WORK, THE WORK SHALL PROCEED WITHOUT HOLD POINTS FOR APPROVAL BY OUTSIDE PARTIES. IF NEW TECHNICAL ISSUES ARE RAISED IN THE AREA OF PIPING AND SUPPORTS, SWEC SHALL ADDRESS THEM IN PARALLEL WITH THE REQUALIFICATION PRODUCTION EFFORT.</p> <p>COMPLETE IMPLEMENTATION OF THIS SCOPE OF WORK SHALL DEMONSTRATE THE TECHNICAL ADEQUACY OF THE PIPING AND PIPE SUPPORT DESIGNS AT THE COMANCHE PEAK STEAM ELECTRIC STATION.</p>		

Direct Payment Exemption Certificate Permit Number 3-00076-1916-3. The Purchaser hereby claims exemption from the Payment of Texas State, Local, MTA Sales & Use Taxes upon its purchases of taxable items on this order. Purchaser agrees to accrue and pay the tax to the Comptroller of Public Accounts as required by Statute.

INTENDED USE	ENGINEERING PIPE STRESS
MATERIAL	AND PIPE SUPPORT QUALIFICATION
BUYER	F. STUBAUGH/DN
REQUISITIONER	J. C. FINNERIN
	(817) 897-4881 EXT 231
	(817) 897-4881 EXT 521

TEXAS UTILITIES GENERATING COMPANY

By J. H. P. [Signature] 7/22/85
PURCHASING AGENT

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TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THIS EFFORT SHALL BE OVERVIEWED BY TUGCO PROJECT MANAGEMENT ASSISTED BY ROBERT L. CLOUD ASSOCIATES, GIBBS & HILL, INC., AND COMANCHE PEAK REVIEW TEAM (CPRT). THIS OVERVIEW WILL NOT RELIEVE SWEC OF THE RESPONSIBILITY FOR FULLY QUALIFYING THE PIPING AND SUPPORTS IN THEIR FINAL MODIFIED CONDITION.</p> <p><u>SCOPE OF WORK, SPECIFIC</u></p> <p>SWEC SHALL QUALIFY ALL ASME CLASS 2 AND 3 PIPING SYSTEMS AND SUPPORTS IN ACCORDANCE WITH APPROPRIATE PROCEDURES, PRACTICES, TECHNICAL TECHNIQUES AND CONTROLS.</p> <p>SITE ACTIVITIES PERFORMED SHALL BE IN ACCORDANCE WITH GENERAL SITE POLICIES AND GUIDELINES. THESE ACTIVITIES SHALL BE IN STRICT COMPLIANCE WITH THE SWEC QA PROGRAM OR SITE ENGINEERING PROCEDURES/INSTRUCTIONS PREPARED TO ACCOMMODATE SITE ACTIVITIES.</p> <p>THE SCOPE OF THE PIPING AND SUPPORT QUALIFICATION PROGRAM SHALL INCLUDE:</p> <ul style="list-style-type: none"> - 100% OF ALL ASME CLASS 2 AND 3 PIPING LARGER THAN 2 INCH. (LARGE BORE) - 100% OF ALL LARGE BORE SUPPORTS INCLUDING SUPPORT DESIGNS FOR CLASS 1 SYSTEMS. - REANALYSIS OF SMALL BORE (2" AND UNDER) PIPING AND SUPPORTS ON A SAMPLING BASIS TO VERIFY ADEQUACY. - VERIFICATION OF ALL STRUCTURAL AND SYSTEM INPUTS TO ENSURE COMPLETE INTEGRITY OF THE PIPING AND SUPPORT PROCESS. - VERIFICATION OF THE VALIDITY OF DATA PROVIDED BY/TO OTHER DESIGN ENTITIES. 		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THE ABOVE PROGRAM SHALL ADEQUATELY ADDRESS CONCERNS RAISED INCLUDING THOSE BY THE NRC, CYGNA, AND CASE.</p> <p>SWEC SHALL FOLLOW THE ACTION PLAN STATED BELOW IN ORDER TO ACCOMPLISH THE ABOVE STATED "SCOPE OF SUPPLY".</p> <p><u>OUTLINE OF ACTION PLAN</u></p> <p>THE SWEC ACTION PLAN CONSISTS OF THE FOLLOWING SIX ELEMENTS:</p> <ol style="list-style-type: none">1. DEVELOPMENT OF COMANCHE PEAK STRESS AND PIPE SUPPORT DESIGN CRITERIA2. VERIFICATION OF AS-BUILT INFORMATION3. REVIEW AND VERIFICATION OF SYSTEM DESIGN INPUT, SEISMIC ACCELERATION AND FLUID TRANSIENTS4. VERIFICATION OF EXISTING PIPE SUPPORT DESIGN DOCUMENTS5. RESOLUTION OF SPECIAL TECHNICAL CONCERNS6. REANALYSIS OF PIPING SYSTEMS AND RE-EVALUATION OF PIPE SUPPORT DESIGNS. ANY MODIFICATIONS REQUIRED TO SUPPORTS SHALL BE COVERED IN THE REPAIR REPLACEMENT ACTIVITY OF ASME SECTION XI. <p>DETAILS OF EACH ELEMENT OF THE ACTION PLAN IS PROVIDED IN THE FOLLOWING SECTION.</p> <p><u>ACTION PLAN DETAILS</u></p> <ol style="list-style-type: none">1. RESOLUTION OF SPECIAL TECHNICAL CONCERNS <p>SPECIAL TECHNICAL CONCERNS AT THE CPSES MAY BE SEPARATED INTO THREE CATEGORIES:</p>		

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PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>a.) TECHNICAL CONCERNS WHICH SHALL BE ADEQUATELY ADDRESSED BY EXISTING SWEC TECHNICAL PROCEDURES.</p> <p>NO FURTHER ACTION IS REQUIRED SINCE REANALYSIS USING STANDARD SWEC PROCEDURES SHALL AUTOMATICALLY RESOLVE THESE TECHNICAL CONCERNS. EXAMPLES OF THESE TECHNICAL CONCERNS ARE PIPING COMPUTER MODEL MASS POINT SPACING, CONSIDERATION OF PIPE SUPPORT MASS, SIGNIFICANT MODAL CONTRIBUTION, DAMPING VALUES, FRICTIONAL FORCES ON SUPPORTS, LOCAL STRESS, SKEWED FILLET WELDS AND ROTATIONAL RESTRAINT OF AXIAL SUPPORTS.</p> <p>b.) TECHNICAL CONCERNS WHICH MUST BE ADDRESSED BEFORE THE INITIATION OF THE PIPING REANALYSIS EFFORT.</p> <p>THESE ARE SPECIAL ISSUES WHICH WILL HAVE A SIGNIFICANT EFFECT ON THE OVERALL PIPE STRESS ANALYSIS EFFORT AND ARE CONSTRAINTS TO FINALIZING THE PIPING REANALYSIS. EXAMPLES OF THESE CONCERNS ARE PIPE SUPPORT STIFFNESS, STABILITY OF PIPE SUPPORTS AND THE EFFECTS OF U-BOLTS ON LOCAL STRESSES. SWEC SHALL ESTABLISH SPECIAL TASK FORCE(S) WITH EXPERIENCED PIPE STRESS AND PIPE SUPPORT ENGINEERS TO ADDRESS THESE ISSUES. THE TASK FORCE(S) SHALL REVIEW ALL PAST PROJECT EFFORTS EXPENDED FOR THE RESOLUTION OF THESE TECHNICAL CONCERNS AND RECOMMEND FURTHER ACTIONS TO CLOSE OUT THE RESOLUTION EFFORT. THE REVIEW AND RECOMMENDATIONS SHALL INCLUDE DOCUMENT REVIEW AND FIELD WALKDOWN BY EXPERIENCED PIPE STRESS ENGINEERS TO IDENTIFY SUPPORTS WHICH ARE DIFFICULT TO QUALIFY, PHYSICAL REMOVAL OF THE PIPE SUPPORTS, IN-SITU OR LABORATORY</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>TEST/QUALIFICATION OF PIPE SUPPORTS, FURTHER ANALYSIS OR HARDWARE MODIFICATION. AS AN OPTION, SOME OF THE SUPPORTS IN QUESTION MAY BE IDENTIFIED BEFORE STRESS REANALYSIS AND AN ATTEMPT MADE TO DELETE THEM FROM THE COMPUTER MODEL IF ACCEPTABLE BY ENGINEERING JUDGMENT BY A TEAM OF EXPERIENCED STRESS ENGINEERS. UPON SUCCESSFUL COMPLETION OF THE REANALYSIS, SUCH SUPPORTS MAY BE PHYSICALLY REMOVED OR MODIFIED TO PROVIDE AN EXPEDITIOUS AND COST-EFFECTIVE RESOLUTION TO THE TECHNICAL CONCERNS RAISED EVEN THOUGH THE ORIGINAL DESIGN MAY BE ACCEPTABLE.</p> <p>c.) TECHNICAL CONCERNS WHICH MUST BE RESOLVED BEFORE COMPLETION OF THE PIPE STRESS AND PIPE SUPPORT REANALYSIS EFFORT.</p> <p>THESE ARE TECHNICAL CONCERNS WHICH SPECIFICALLY ADDRESS THE ADEQUACY OF THE SUPPORT DESIGNS. THEY GENERALLY DO NOT HAVE SIGNIFICANT EFFECT ON THE PIPE STRESS ANALYSIS EFFORT AND THEREFORE NEED NOT BE A CONSTRAINT TO THE INITIATION OF THE PIPE STRESS REANALYSIS EFFORT. HOWEVER, IT IS ANTICIPATED THAT SUBSTANTIAL TECHNICAL EXPERTISE IS REQUIRED TO RESOLVE THESE CONCERNS AND AN APPROACH SIMILAR TO THE ONE DESIGNED IN ITEM b.) ABOVE SHALL BE UTILIZED TO RESOLVE THESE CONCERNS. EXAMPLES OF THESE CONCERNS ARE: CINCHED U-BOLTS, WALL TO WALL SUPPORTS AND RICHMOND INSERTS.</p> <p>2. DEVELOPMENT OF COMANCHE PEAK PIPE STRESS AND PIPE SUPPORT DESIGN CRITERIA (COMANCHE PEAK PROJECT PROCEDURE (CPPP-7)).</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>EXISTING SWEC TECHNICAL GUIDELINES AND PROCEDURES FOR PIPE STRESS ANALYSIS AND PIPE SUPPORT DESIGN SHALL BE INCORPORATED DIRECTLY OR BY REFERENCE INTO A SINGLE COMANCHE PEAK PIPE STRESS AND PIPE SUPPORT DESIGN CRITERIA DOCUMENT (CPPP-7). RESOLUTIONS OF THE SPECIAL TECHNICAL CONCERNS IDENTIFIED IN ITEM 1 ABOVE SHALL ALSO BE INCORPORATED AS THEY BECOME AVAILABLE. FURTHERMORE, RECENT CODE CASES AND INQUIRIES (E.G., CODE CASE N-411 ON DAMPING AND CODE CASE 413 ON MINIMUM WELD SIZE) MAY BE IMPLEMENTED IF NRC APPROVAL IS GRANTED AND IF THEIR IMPLEMENTATION IS CONSIDERED APPROPRIATE. THIS DOCUMENT SHALL BE USED ON ALL PIPE STRESS REANALYSIS AND PIPE SUPPORT REEVALUATION ON THIS PROJECT. THE USE OF THIS CRITERIA DOCUMENT WILL ENSURE UNIFORMITY OF WORK AND TECHNICAL QUALITY.</p> <p>3. VERIFICATION OF AS-BUILT INFORMATION</p> <p>SWEC SHALL PERFORM A SAMPLE VERIFICATION OF EXISTING AS-BUILT PIPING STRESS PACKAGE DOCUMENTATION TO ENSURE THE VALIDITY AND COMPLETENESS OF THE PHYSICAL DIMENSIONS TO BE USED IN THE PIPE STRESS REANALYSIS. EXECUTION OF THIS EFFORT SHALL FOLLOW THE FIELD WALKDOWN PROCEDURE CPPP-5 ESTABLISHED FOR THIS PROJECT. SAMPLE SIZE SHALL MEET 95/95 CONFIDENCE CRITERIA OF MIL-STD 105D.</p> <p>4. REVIEW AND VERIFICATION OF SYSTEM DESIGN INPUT, AND SYSTEM FLUID TRANSIENTS</p> <p>SWEC SHALL REVIEW ALL ASME CLASS 2 AND 3 PIPING DRAWINGS TO ENSURE THAT ALL SUBSYSTEMS ARE EVALUATED. SYSTEM DESIGN SPECIFICATIONS SHALL BE REVIEWED TO ENSURE THAT THE FSAR COMMITMENTS, THE PROPER OPERATING MODES, SYSTEM PRESSURE AND</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>TEMPERATURE AND THE APPROPRIATE FLUID TRANSIENTS ARE CONSIDERED IN THE PIPE STRESS ANALYSES. AN ASSESSMENT SHALL BE MADE FOR EACH IDENTIFIED FLUID TRANSIENT TO DETERMINE ITS EFFECT ON THE PIPING. NEW FLUID INDUCED FORCES SHALL BE GENERATED, IF REQUIRED, FOR THE PIPING ANALYSIS. TO THE EXTENT PRACTICABLE, THE EFFECTS OF THE VARIOUS FLUID TRANSIENTS SHALL BE COMPARED AND ENVELOPED TO MINIMIZE THE PIPE STRESS REANALYSIS EFFORT.</p> <p>5. VERIFICATION OF EXISTING PIPE SUPPORT DESIGN DOCUMENTS</p> <p>EXISTING PIPE SUPPORT CALCULATIONS SHALL BE REVIEWED TO DETERMINE THEIR TECHNICAL ADEQUACY. ACCEPTABLE CALCULATIONS SHALL BE USED ON A LOAD COMPARISON BASIS FOR THE FINAL PIPE SUPPORT DESIGN EVALUATION AFTER COMPLETION OF THE PIPE STRESS REANALYSIS EFFORT.</p> <p>6. REANALYSIS OF PIPING SYSTEMS AND REEVALUATION OF PIPE SUPPORT DESIGNS</p> <p>PIPE STRESS REANALYSIS EFFORT SHALL FOLLOW PROJECT PROCEDURE CPPP-6 "PIPE STRESS ANALYSIS PROCEDURE FOR AS-BUILT ASME CLASS 2/3 PIPING SYSTEMS" AND CPPP-7 "ANALYSIS AND DESIGN CRITERIA FOR PIPE STRESS AND PIPE SUPPORT FOR ASME CLASS 2/3 PIPING SYSTEMS." THE ANALYSIS SHALL UTILIZE THE VERIFIED AS-BUILT AND SYSTEM DESIGN INPUT DISCUSSED IN ITEMS (3) AND (4) ABOVE. NEW SEISMIC RESPONSE SPECTRA CONSISTENT WITH THE PRESSURE VESSEL RESEARCH COMMITTEE (PVRC) RECOMMENDED DAMPING VALUE (WRC-300 AND ASME CODE CASE N411) MAY ALSO BE USED. WHENEVER JUDGED APPROPRIATE BY THE PIPE STRESS ENGINEER, PIPE SUPPORT OPTIMIZATION SHALL BE PERFORMED TO ELIMINATE UNNECESSARY SNUBBERS AND SUPPORTS WHICH</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>ARE SUBJECT TO THE SPECIAL TECHNICAL CONCERNS (E.G., STABILITY) DISCUSSED IN ITEM 1b. THE RESULT OF THE PIPE STRESS ANALYSIS SHALL BE USED TO EVALUATE THE ADEQUACY OF THE SUPPORTS, PENETRATIONS AND EQUIPMENT NOZZLES. VALVE ACCELERATIONS SHALL BE COMPARED TO THEIR QUALIFIED LEVEL TO ASSURE OPERABILITY. THE NEW STRESS RESULTS SHALL ALSO BE EVALUATED FOR CONSISTENCY WITH THE DESIGNED POSTULATED PIPE BREAK LOCATIONS.</p> <p><u>CLOSURE OF SWEC SCOPE OF WORK</u></p> <p>SWEC'S REANALYSIS EFFORT SHALL INCLUDE SENIOR MANAGEMENT REVIEW AND APPROVAL OF THE NEED FOR FURTHER REANALYSIS OR HARDWARE MODIFICATION.</p> <p>UPON COMPLETION OF THE REQUALIFICATION EFFORT, A REPORT SHALL BE PREPARED COVERING:</p> <ul style="list-style-type: none"> - WALKDOWNS - PIPE STRESS REANALYSIS - SUPPORT MODIFICATIONS - SUPPORTS ELIMINATED - REQUALIFICATION EFFORT JUSTIFICATION <p><u>FEE SCHEDULE</u></p> <p>SWEC SHALL INVOICE TUGCO FOR THE ABOVE STATED SCOPE OF WORK ON A TIME AND MATERIALS BASIS IN ACCORDANCE WITH THE FOLLOWING:</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<div> <div>CLASSIFICATION CODE</div> <div>REPRESENTATIVE JOB DESCRIPTION</div> <div>FIXED HOURLY RATE/DOLLARS PER HOUR</div> </div>		
			<div> <div>A</div> <div>DEPARTMENT MANAGER,</div> <div>\$</div> </div>		
			<div> <div>B</div> <div>PROJECT MANAGER</div> <div></div> </div>		
			<div> <div>C</div> <div>DIVISION MANAGER,</div> <div></div> </div>		
			<div> <div>D</div> <div>ASSISTANT MANAGER</div> <div></div> </div>		
			<div> <div>E</div> <div>SR. CONSULTANT,</div> <div></div> </div>		
			<div> <div>F</div> <div>ASST. DIVISION MGR.</div> <div></div> </div>		
			<div> <div>G</div> <div>SUPERVISOR,</div> <div></div> </div>		
			<div> <div>H*</div> <div>SR. TITLED ENGINEER</div> <div></div> </div>		
			<div> <div>I*</div> <div>TITLED ENGINEER,</div> <div></div> </div>		
			<div> <div>J*</div> <div>SR. PLANNING ENGINEER,</div> <div></div> </div>		
			<div> <div></div> <div>SR. TITLED SCIENTIST</div> <div></div> </div>		
			<div> <div></div> <div>ENGINEER, PLANNING</div> <div></div> </div>		
			<div> <div></div> <div>ENGINEER, SR. LEAD</div> <div></div> </div>		
			<div> <div></div> <div>DESIGNER,*SR. DESIGNER</div> <div></div> </div>		
			<div> <div></div> <div>TITLED SCIENTIST</div> <div></div> </div>		
			<div> <div></div> <div>ENGINEERING ASSOCIATE,</div> <div></div> </div>		
			<div> <div></div> <div>*DESIGNER</div> <div></div> </div>		
			<div> <div></div> <div>SR. DRAFTSMAN,</div> <div></div> </div>		
			<div> <div></div> <div>ENGINEERING AIDE,</div> <div></div> </div>		
			<div> <div></div> <div>ASSOCIATE SCIENTIST</div> <div></div> </div>		
			<div> <div></div> <div>DRAFTER,</div> <div></div> </div>		
			<div> <div></div> <div>SR ADMINISTRATIVE AIDE</div> <div></div> </div>		
			<div> <div></div> <div>TECHNICAL AIDE</div> <div></div> </div>		
			<div> <div></div> <div>JR. DRAFTER, AIDE,</div> <div></div> </div>		
			<div> <div></div> <div>CLERK</div> <div></div> </div>		
			<div> <div></div> <div>*NON-EXEMPT PERSONNEL</div> <div></div> </div>		
			<div> <div></div> <div>THE RATES LISTED ABOVE ARE FIRM THROUGH THE</div> <div></div> </div>		
			<div> <div></div> <div>SEPTEMBER 1985 BILLING PERIOD; HOWEVER,</div> <div></div> </div>		
			<div> <div></div> <div>EFFECTIVE WITH THE OCTOBER 1985 BILLING PERIOD</div> <div></div> </div>		
			<div> <div></div> <div>AND EACH OCTOBER THEREAFTER THE RATES WILL BE</div> <div></div> </div>		
			<div> <div></div> <div>SUBJECT TO AN ESCALATION ADJUSTMENT. TUGCO</div> <div></div> </div>		
			<div> <div></div> <div>SHALL BE NOTIFIED AT LEAST 30 DAYS IN ADVANCE</div> <div></div> </div>		
			<div> <div></div> <div>OF THE EFFECTIVE DATE OF SUCH PROPOSED RATE</div> <div></div> </div>		
			<div> <div></div> <div>ADJUSTMENT.</div> <div></div> </div>		
			<div> <div></div> <div>PROPOSED RATE ADJUSTMENTS SHALL BE SUBJECT TO</div> <div></div> </div>		
			<div> <div></div> <div>REVIEW AND APPROVAL BY TUGCO MANAGEMENT AND</div> <div></div> </div>		
			<div> <div></div> <div>SHALL BE SUBJECT TO NEGOTIATION BETWEEN SWEC</div> <div></div> </div>		
			<div> <div></div> <div>AND TUGCO. MUTUALLY AGREED UPON RATE REVISIONS</div> <div></div> </div>		
			<div> <div></div> <div>SHALL BE INCORPORATED BY WRITTEN PURCHASE ORDER</div> <div></div> </div>		
			<div> <div></div> <div>SUPPLEMENT TO THIS PURCHASE ORDER.</div> <div></div> </div>		

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TEXAS UTILITIES GENERATING COMPANY

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PURCHASE ORDER CONTINUATION SHEET

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THE ABOVE RATES INCLUDE SALARIES (INCLUDING HOLIDAY AND VACATION ALLOWANCES), FRINGE BENEFITS, OVERHEAD, EMPLOYER CONTRIBUTIONS REQUIRED BY LAW AND TAXES BASED ON THE SALARIES OR WAGES OF EMPLOYEES PERFORMING THE SERVICES, WORKMEN'S COMPENSATION AND COMPREHENSIVE GENERAL LIABILITY INSURANCE PREMIUMS FOR PERSONNEL WORKING IN SWEC'S HOME OFFICE, AND FEE, BUT DO NOT INCLUDE EXPENSES.</p> <p>THE ABOVE HOURLY RATES ARE FOR BOTH STRAIGHT TIME AND OVERTIME HOURS OF EXEMPT EMPLOYEES. THE HOURLY RATES FOR NON-EXEMPT EMPLOYEES WILL BE DETERMINED AS FOLLOWS:</p> <p><u>WORKING IN SWEC'S FACILITIES</u></p> <p>FOR ALL STRAIGHT TIME ABOVE RATES</p> <p>FOR ALL OVERTIME WORKED IN EXCESS OF 40 HOURS PER WEEK IN SWEC'S FACILITIES AND ON SHORT TERM TEMPORARY ASSIGNMENTS AWAY FROM SWEC'S FACILITIES, BUT NOT AT THE CPSES JOBSITE; AND ALL TIME WORKED ON SATURDAYS, SUNDAYS, AND SWEC RECOGNIZED HOLIDAYS. ABOVE RATES</p> <p><u>WORKING AT CPSES SITE</u></p> <p>FOR ALL STRAIGHT TIME ABOVE RATES</p> <p>FOR ALL OVERTIME WORKED IN EXCESS OF 40 HOURS PER WEEK DURING REGULAR WEEK; IN EXCESS OF 32 HOURS PER WEEK DURING WEEK CONTAINING ONE TUGCO RECOGNIZED HOLIDAY; IN EXCESS OF 24 HOURS PER WEEK DURING WEEK CONTAINING TWO (2) TUGCO RECOGNIZED HOLIDAYS. ABOVE RATES</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>A DETAILED LIST OF "A" TO "J" POSITION CLASSIFICATION TITLES IS ATTACHED TO THIS PURCHASE ORDER AS ATTACHMENT NUMBER ONE. NEW REVISIONS SHALL BE FURNISHED TO THE ACCOUNTING AS THEY COME INTO EFFECT.</p> <p>EXPENSES INCURRED FOR THE BENEFIT OF THE WORK, INCLUDING TRAVEL AND LIVING EXPENSES OF PERSONNEL AWAY FROM THEIR PLACE OF ASSIGNMENT WILL BE REIMBURSABLE. ENTERTAINMENT IS NOT A REIMBURSABLE EXPENSE. FOR THOSE EMPLOYEES ASSIGNED TO THE CPSES SITE, THE FOLLOWING EXPENSES WILL BE CHARGED:</p> <ol style="list-style-type: none"> 1. TRANSPORTATION AND EXPENSES TO THE JOB SITE SHALL BE REIMBURSABLE AT ACTUAL COSTS. THESE EXPENSES SHALL NOT EXCEED ONE WAY ECONOMY AIR FARE (AND GROUND TRANSPORTATION) OR MILEAGE TO THE JOB SITE, PLUS MEALS, LODGING, PARKING AND TOLLS ENROUTE. 2. EXPENSES AT SITE FOR MAXIMUM OF 21 DAYS FOR EMPLOYEES TO SETTLE-IN SHALL INCLUDE: <ol style="list-style-type: none"> A. FOOD ALLOWANCE - \$25.00 PER DAY MAXIMUM. B. ONE ROUND TRIP ECONOMY AIR FARE TO AND FROM JOBSITE. (IF EMPLOYEE DESIRES TO USE PERSONAL CAR OR DESIRES TO BRING PERSONAL CAR BACK TO SITE, THE EMPLOYEE WILL BE PAID 20¢ PER MILE VIA THE MOST DIRECT ROUTE. <p>IN ADDITION, FOR THOSE EMPLOYEES BRINGING PERSONAL CARS FROM NEW YORK, BOSTON, OR OTHER LONG DISTANCES, 2 DAYS PAY (16 HOURS MAXIMUM) WILL BE ALLOWED AND WILL BE EXEMPT FROM DAILY FOREMAN'S TIMESHEET REQUIREMENT.</p> C. HOTEL/MOTEL - ACTUAL CHARGES (MUST BE COMPARABLE RATE OF GLEN ROSE, GRANBURY AND/OR CLEBURNE AREA.) 		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>D. CAR RENTAL - ACTUAL CHARGE (ONE-CAR PER 3 PERSONS.) NOTE: RENTAL CAR SHALL NOT EXCEED MID-SIZE OR ECONOMY.</p> <p>E. INCIDENTAL EXPENSES - ACTUAL EXPENSES (SUCH AS REASONABLE TELEPHONE CALLS HOME, LAUNDRY, ETC.)</p> <p>3. EXPENSES AT SITE AFTER SETTling-IN PERIOD:</p> <p>A. PER DIEM ALLOWANCE* - \$40.00 PER DAY, 7 DAYS PER WEEK, WHILE ON ASSIGNMENT AT SITE (INCLUDES TIME DURING SICKNESS, VACATION, MEDICAL LEAVE, AND PERSONAL BUSINESS APPROVED BY TUGCO AS BEING IN ACCORDANCE WITH SWEC POLICIES.</p> <p style="padding-left: 40px;">*PER DIEM IS A FIXED RATE REIMBURSEMENT FOR SUBSISTENCE (INCLUDING MEALS, LODGING, TRANSPORTATION, AND INCIDENTALS). PER DIEM SHALL BE PAID FROM THE CONCLUSION OF TEMPORARY LIVING EXPENSES UNTIL COMPLETION OF ASSIGNMENT.</p> <p>B. TRANSPORTATION HOME - ONE ROUND TRIP ECONOMY AIR FARE TO AND FROM SITE EVERY 4 WEEKS (FIRST TRIP ELIGIBLE 4 WEEKS AFTER TRIP DURING SETTling-IN PERIOD. FOR THOSE WHO DRIVE PERSONAL CARS HOME WITHIN 300 MILES FROM THE JOBSITE, 20¢ PER MILE WILL BE ALLOWED.)</p> <p>4. THE CHARGES FOR EMPLOYEE TIME WILL STOP UPON SATISFACTORY COMPLETION OF THE EMPLOYEE'S SERVICES, HOWEVER, TUGCO WILL PAY EXPENSES TO RETURN EMPLOYEE AND HIS BELONGINGS TO HIS REGULAR WORK LOCATION. EXPENSES MUST BE INCURRED WITHIN 15 DAYS OF TERMINATION OF THE EMPLOYEE'S SERVICES.</p>		

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TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>ANY OTHER EXPENSES INCURRED THAT ARE DIRECTLY ASSOCIATED WITH THESE SERVICES, SUCH AS NONLOCAL COMMUNICATION CHARGES, COMPUTER PROGRAMS LEASED SPECIFICALLY FOR THIS EFFORT, INTEROFFICE TRAVEL, POSTAGE, AND OTHER ITEMS OF A DIRECT NATURE WILL BE FOR TUGCO'S ACCOUNT AT ACTUAL COST. COMPUTER AND REPROGRAPHIC CHARGES WILL BE AT SWEC ESTABLISHED RATES IN EFFECT AT THE TIME OF USAGE. TYPICAL RATE SCHEDULES ARE INCLUDED AS ATTACHMENTS 2, 3, AND 4. NEW REVISIONS OF THESE RATE SCHEDULES SHALL BE FURNISHED TO TUGCO ACCOUNTING DEPT. AS THEY COME INTO EFFECT.</p> <p>TUGCO SHALL BE INVOICED FOR ACTUAL HOURS BASED UPON SWEC'S TIMESHEETS. HOWEVER, IN ALL INVOICE ACTIVITIES RELATING TO ON-SITE WORK, THE TUGCO DAILY FOREMAN'S TIMESHEET PREPARED AND APPROVED AT THE JOBSITE SHALL BE THE GOVERNING AUTHORITY. SWEC SHALL RECEIVE COPIES OF SUCH TIMESHEETS UPON REQUEST AND BE GIVEN THE OPPORTUNITY TO REVIEW AND DISCUSS ANY DISCREPANCIES. BILLING WILL BE MONTHLY AND DUE UPON RECEIPT OF THE INVOICE.</p> <p>INVOICES FOR REIMBURSABLE EXPENSES SHALL BE SUPPORT BY ATTACHMENT OF COPIES OF RECEIPTS. RECEIPTS FOR REASONABLE MEALS AND INCIDENTAL EXPENSES ARE NOT REQUIRED.</p> <p>SWEC IS REQUIRED TO REFERENCE THIS PURCHASE ORDER NUMBER ON ALL INVOICES AND CORRESPONDENCE PERTAINING TO THIS PURCHASE ORDER.</p> <p>IF, WITHIN THE FIRST 5 DAYS AN EMPLOYEE IS AT THE SITE THE EMPLOYEE IS DEEMED UNSATISFACTORY BY TUGCO OR FAILS TO REPORT FOR WORK AT THE DESIGNATED TIME, TUGCO WILL NOT BE CHARGED ANY EXPENSES FOR THE EMPLOYEE. HOWEVER, ALL HOURS WORKED SHALL BE PAID TO THE EMPLOYEE AT THE ABOVE STIPULATED RATES.</p> <p>THE ESTIMATED TOTAL PURCHASE AMOUNT OF THIS PURCHASE ORDER IS NOT TO EXCEED \$1,000,000.00 UNLESS AUTHORIZED BY WRITTEN SUPPLEMENT TO THIS PURCHASE ORDER.</p>		

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TEXAS UTILITIES GENERATING COMPANY

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>TERMS AND CONDITIONS</u></p> <p>TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS PURCHASE ORDER DO NOT APPLY. FOR TERMS AND CONDITIONS PURSUANT TO THIS PURCHASE ORDER REFER TO SERVICE AGREEMENT S-FN-HS-006 DATED NOVEMBER 15, 1984, (ATTACHMENT NUMBER 5 TO THIS PURCHASE ORDER).</p> <p><u>REPORTING REQUIREMENTS</u></p> <p>SWEC SHALL PARTICIPATE WITH TUGCO IN A MONTHLY EXECUTIVE SUMMARY MEETING TO PROVIDE COST AND SCHEDULE STATUS OF THE ABOVE STATED SCOPE OF WORK.</p> <p><u>GIBBS AND HILL - SWEC AGREEMENT</u></p> <p>GIBBS AND HILL - SWEC LETTER OF AGREEMENT PERTAINING TO THEIR ACTIVITIES IN SUPPORT OF TUGCO'S CPSES PROJECT IS ATTACHED HERETO AS ATTACHMENT NUMBER 6 AND FORMS AN INTEGRAL PART OF THIS PURCHASE ORDER.</p> <p><u>VENDOR SERVICE QUALITY ASSURANCE REQUIREMENTS</u></p> <p><u>General</u></p> <p>Services procured herein shall be considered <u>Nuclear Safety Related</u>. Strict compliance with referenced codes, specifications and requirements is mandatory. Services shall be in accordance with the Vendor/Subcontractor's written Quality Assurance program conforming to the applicable requirements of ANSI N45.2 and 10CFR50, Appendix B or ASME Section III (NCA-3800 or NCA-4000), subject to verification by Purchaser's Quality Assurance Department. Specifically, the following criteria shall be addressed;</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>CRITERION I. ORGANIZATION</p> <p>II. QUALITY ASSURANCE PROGRAM</p> <p>III. DESIGN CONTROL</p> <p>IV. PROCUREMENT DOCUMENT CONTROL</p> <p>V. INSTRUCTIONS, PROCEDURES AND DRAWINGS</p> <p>VI. DOCUMENT CONTROL</p> <p>VII. CONTROL OF PURCHASED MATERIAL, EQUIPMENT AND SERVICES</p> <p>XVI. CORRECTIVE ACTION</p> <p>XVII. QUALITY ASSURANCE RECORDS</p> <p>XVIII. AUDITS</p> <p>ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE QA COMMITMENTS STATED IN CHAPTER 17.1 OF THE CPSES FINAL SAFETY ANALYSIS REPORT (FSAR).</p> <p>Seller shall extend the Right-of-Access to the Purchaser, his designated representative or authorized regulatory agencies. Such access shall include all facilities and records for the purpose of surveillance and Q/A audits. Seller shall establish provisions for imposing similar Quality Assurance requirements to applicable sub-tier vendors.</p> <p><u>Quality Assurance Program</u></p> <p>Seller shall submit his Quality Assurance program and any subsequent revisions to the Purchaser for review and documentation. (Uncontrolled copy shall be submitted with proposal and controlled copy upon receipt of purchase order).</p> <p>In such cases where Seller has previously submitted the current revision of his Quality Assurance Program for review and documentation for the scope of supply procured herein, the above paragraph shall not apply.</p> <p>Seller shall agree to stop work at the request of Purchaser or his representative until resolution of any Quality Assurance/control discrepancy.</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>Nonconformance Reporting</u></p> <p><u>10CFR21</u></p> <p>The provisions of 10CFR21 apply to this order and certain requirements must be met, e.g.:</p> <ul style="list-style-type: none"> 21.6 Posting requirements 21.21 Notification of failure to comply or existence of a defect 21.31 Procurement documents 21.51 Maintenance of records <p>A copy of any report furnished to the NRC of a potential deficiency/nonconformance in compliance with 10CFR21 concerning equipment or services intended for use in any Texas Utilities Company system nuclear power plant must be transmitted to Executive Vice President, Operations (EVP/OPS) TUGCO at the following address:</p> <p>Texas Utilities Generating Company A Division of Texas Utilities Electric Company Skyway Tower 400 North Olive Street, L.B. 81 Dallas, Texas, 75201</p> <p>Such report shall be furnished in the same manner in which the report is furnished to the NRC.</p> <p>THE ABOVE SERVICES ARE PROCURED FROM APPROVED FACILITY IN BOSTON, MASS.</p> <p>APPROVED: </p> <p>CPSES QUALITY ASSURANCE 7/19/85 DATE</p> <p><u>ILLEGAL ALIEN</u></p> <p>CONTRACTOR AGREES THAT IN PERFORMANCE OF SAID WORK, CONTRACTOR WILL NOT KNOWINGLY EMPLOY OR UTILIZE PERSONS WHO ARE NOT LEGALLY PERMITTED TO WORK IN THE UNITED STATES OF AMERICA. CONTRACTOR FURTHER AGREES NOT TO LET ANY PORTION</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>OF SAID WORK TO SUBCONTRACTORS WHO, IN PERFORMANCE OF SAID WORK, KNOWINGLY EMPLOY OR UTILIZE PERSONS WHO ARE NOT LEGALLY PERMITTED TO WORK IN THE UNITED STATES OF AMERICA.</p> <p><u>EXPEDITING</u></p> <p>ALL GOODS AND SERVICES FURNISHED UNDER THIS ORDER MAY BE EXPEDITED AT ALL TIMES AND PLACES INCLUDING THE PREMISES OF THE SELLER AND HIS SUPPLIERS, REGARDLESS OF TIER, EITHER BEFORE, DURING OR AFTER MANUFACTURE BY REPRESENTATIVES DESIGNATED BY THE OWNER. THE EXERCISE OF OR FAILURE TO EXERCISE THIS RIGHT TO EXPEDITE SHALL NOT RELIEVE THE SELLER OF HIS OBLIGATION TO FURNISH ALL GOODS AND SERVICES IN STRICT CONFORMANCE WITH ALL OF THE TERMS OF THIS ORDER.</p> <p>IF EXPEDITING IS PERFORMED ON THE PREMISES OF THE SELLER OR HIS SUPPLIERS, SELLER SHALL FURNISH WITHOUT ADDITIONAL CHARGES ALL REASONABLE FACILITIES AND ASSISTANCE FOR THE SAFETY AND CONVENIENCE OF THE OWNER'S REPRESENTATIVES IN THE PERFORMANCE OF THEIR DUTIES.</p> <p>CONFIRMING TELEPHONE ORDER PLACED ON 7/22/85 BY FRED STOBAUGH AT WHICH TIME TERMS AND CONDITIONS WERE VERIFIED. ANY CHANGE REQUIRES APPROVAL OF PERSON PLACING ORDER. <u>DO NOT DUPLICATE.</u></p> <p><u>REFERENCE</u></p> <p>STONE AND WEBSTER LETTERS W.O. 537.336.1 DATED 6/19/85 AND 7/16/85</p> <p><u>ATTACHMENTS:</u></p> <ol style="list-style-type: none"> EXHIBIT B, SWEC "PERSONNEL CLASSIFICATION SYSTEM (PS-GTM071) DATED 10/12/84. EXHIBIT C, SWEC "COMPUTER CHARGES" DATED 1/24/85 		

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A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			3. EXHIBIT D, SWEC "BILLING RATES FOR COMPUTER GRAPHICS, SWEPS, AND MICRO COMPUTERS "DATED 3/26/85		
			4. EXHIBIT E, SWEC "REPROGRAPHICS RATE SCHEDULE" DATED 12/24/84		
			5. SERVICE AGREEMENT NO. S-FN-NS-006 DATED 11/15/84		
			6. GIBBS AND HILL, INC.-SWEC LETTER OF AGREEMENT DATED 7/11/85		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.

TEXAS UTILITIES GENERATING COMPANY
A DIVISION OF TEXAS UTILITIES ELECTRIC CO.ORIGINAL ORDER INCLUDING AMEND-
MENTS BY PREVIOUS SUPPLEMENTS

PURCHASE ORDER SUPPLEMENT

ADDITION BY THIS SUPPLEMENT

DEDUCTION BY THIS SUPPLEMENT

Texas Utilities Generating Co.
P.O. Box 1002, Glen Rose, Texas 76043

AMENDED TOTAL

F.O.B.

NOT APPLICABLE

SUPPLEMENT NUMBER

1

TO
P. O. NO.

CPF 12658-S

DATE	ACCOUNT NO.	SHIPMENT PROMISED BY	ORIGINAL NOTIFICATION	CONFIRMATION
8-12-85	1-2-9210-330512-094	NOT APPLICABLE		X

T
O

STONE & WEBSTER ENGINEERING CORPORATION

HOUSTON OPERATIONS CENTER

16430 PARK TEN PLACE

HOUSTON, TEXAS 77084

ATTN: JIM MONAHAN

NO CHANGES IN OR CANCELLATIONS OF
PURCHASE ORDERS WILL BE RECOGNIZED
UNLESS AUTHORIZED BY THIS SUPPLE-
MENT FORM ISSUED ONLY BY THE PUR-
CHASING DEPARTMENT.

CONFIRMED TO: JIM MONAHAN (713) 492-4230

R 38044-A

VENDOR WILL SIGN AND RETURN CARBON COPY OF THIS SUPPLEMENT
THE PURCHASING DEPARTMENT HAS MADE THE FOLLOWING CHANGES IN THE ABOVE NUMBERED PURCHASE ORDER

ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>THIS PURCHASE ORDER SUPPLEMENT NUMBER 1 TO PURCHASE ORDER CPF 12658-S IS ISSUED TO STONE & WEBSTER ENGINEERING CORPORATION (SWEC) TO RESTATE THE "SCOPE OF WORK"; AMEND AND CLARIFY THE "FEE SCHEDULE"; AND MAKE CORRECTIONS TO SUBJECT PURCHASE ORDER AS STATED BELOW:</p> <p>A. <u>NAME CHANGE</u></p> <p>ANY REFERENCE MADE IN THE ORIGINAL PURCHASE ORDER TO SWEC AS "STONE AND WEBSTER ENGINEERING CORPORATION" IS CORRECTED BY THIS PURCHASE ORDER SUPPLEMENT TO READ "STONE & WEBSTER ENGINEERING CORPORATION".</p> <p>B. <u>SCOPE OF WORK, GENERAL</u></p> <p>THE "SCOPE OF WORK, GENERAL" SECTION AS STATED ON PAGES 1 AND 2 IS HEREBY DELETED. "SCOPE OF WORK, GENERAL" IS RESTATED AS FOLLOWS:</p> <p>SWEC SHALL FURNISH QUALIFIED PERSONNEL, EQUIPMENT, AND SOFTWARE AS REQUIRED TO PERFORM PIPE STRESS AND PIPE SUPPORT</p>		

Except as herein amended, this Supplement carries forth and preserves all Terms and Conditions of the original Purchase Order and previous Supplements.

REASON FOR CHANGE

CHANGED BY SEE ABOVE

REQUISITIONER F. STOBAUGH/ph

(817) 897-4881 EXT 231

(817) 897-4881 EXT 231

TEXAS UTILITIES GENERATING COMPANY

By

PURCHASING AGENT

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TEXAS UTILITIES GENERATING COMPANY

A DIVISION OF TEXAS UTILITIES ELECTRIC CO.

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>- QUALIFICATIONS IN ORDER TO ADDRESS TECHNICAL CONCERNS ON THE PIPING AND PIPE SUPPORT DESIGNS AT THE CPSES PROJECT.</p> <p>COMPLETE IMPLEMENTATION OF THIS SCOPE OF WORK SHALL DEMONSTRATE THE TECHNICAL ADEQUACY OF THE PIPING AND PIPE SUPPORT DESIGNS AT THE COMANCHE PEAK STEAM ELECTRIC STATION.</p> <p>UPON INITIATION OF THIS SCOPE OF WORK, THE WORK SHALL PROCEED WITHOUT HOLD POINTS FOR APPROVAL BY OUTSIDE PARTIES.</p> <p>SITE ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH GENERAL SITE POLICIES AND GUIDELINES. THESE ACTIVITIES SHALL BE IN STRICT COMPLIANCE WITH THE SWEC QA PROGRAM OR SITE ENGINEERING PROCEDURES/ INSTRUCTIONS PREPARED TO ACCOMMODATE SITE ACTIVITIES.</p> <p>THIS EFFORT SHALL BE OVERVIEWED BY TUGCO PROJECT MANAGEMENT, COMANCHE PEAK RESPONSE TEAM (CPRT), AND OTHER ORGANIZATIONS AS MAY BE DIRECTED BY TUGCO PROJECT MANAGEMENT. THIS OVERVIEW WILL NOT RELIEVE SWEC OF THE RESPONSIBILITY FOR FULLY QUALIFYING THE PIPING AND SUPPORTS IN THEIR FINAL MODIFIED CONDITIONS.</p> <p>C. <u>SCOPE OF WORK, SPECIFIC</u></p> <p>THE "SCOPE OF WORK, SPECIFIC" SECTION AS STATED ON PAGES 2 AND 3 IS HEREBY DELETED. "SCOPE OF WORK, SPECIFIC" IS RESTATED AS FOLLOWS:</p> <p>SWEC SHALL QUALIFY ALL ASME CLASS 2 AND 3 PIPING SYSTEMS AND SUPPORTS FOR CPSES UNITS 1 AND 2 IN ACCORDANCE WITH APPROPRIATE PROCEDURES, PRACTICES, TECHNICAL TECHNIQUES, AND CONTROLS.</p> <p>THE SCOPE OF THE PIPING AND SUPPORT QUALIFICATION PROGRAM SHALL INCLUDE THE FOLLOWING SPECIFIC TASKS.</p>		

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TEXAS UTILITIES GENERATING COMPANY

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>TASK 1 - 100% OF ALL ASME CLASS 2 AND 3 PIPING LARGER THAN 2 INCH. (LARGE BORE)</p> <p>TASK 2 - 100% OF ALL LARGE BORE SUPPORT DESIGNS FOR CLASS 1 SYSTEMS.</p> <p>TASK 3 - 100% OF ALL CLASS 2 AND 3 SMALL BORE (2" AND UNDER) PIPING. UNIT 1 PIPING AND SUPPORTS WILL BE QUALIFIED ON A SAMPLING BASIS.</p> <p>TASK 4 - VERIFICATION OF SEISMIC STRUCTURAL MODELS AND SYSTEM INPUTS TO CONFIRM THE STRUCTURAL INTEGRITY OF THE PIPING AND SUPPORT SYSTEMS. CLASS 1 SUPPORTS IN UNIT 2 ARE INCLUDED IN THIS SCOPE.</p> <p>TASK 5 - VERIFICATION OF THE VALIDITY OF DATA PROVIDED BY/TO OTHER DESIGN ENTITIES.</p> <p>TASK 6 - ASLB HEARING SUPPORT AS REQUIRED BY TUGCO PROJECT MANAGEMENT.</p> <p>THE ABOVE SCOPE OF WORK SHALL ADEQUATELY ADDRESS CONCERNS RAISED BY THE NRC, CYGNA, AND CASE.</p> <p>D. REFER TO SUBJECT PURCHASE ORDER AND DELETE PAGES 3, 4, 5, 6, 7, AND 8 THROUGH THE SECTION TITLED "CLOSURE OF SWEC SCOPE OF WORK" IN THEIR ENTIRETY.</p> <p>E. REFER TO SUBJECT PURCHASE ORDER, SECTION TITLED "FEE SCHEDULE", PAGE 9, LAST PARAGRAPH, LINE 5, WORD READING "INCORPOATED" AND CORRECT TO READ "INCORPORATED".</p> <p>F. REFER TO SUBJECT PURCHASE ORDER, SECTION TITLED "FEE SCHEDULE", PAGE 10 SUBSECTION TITLED "WORKING IN SWEC'S FACILITIES" AND REPLACE WITH THE FOLLOWING:</p>		

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>WORKING IN SWEC'S FACILITIES</u></p> <p>FOR ALL STRAIGHT TIME ABOVE RATES</p> <p>FOR ALL OVERTIME WORKED 1.50 TIMES IN EXCESS OF 40 HOURS ABOVE RATES (UNLESS ADJUSTED FOR HOLIDAYS, VACATION, OR EXCUSED ABSENCE TIME) PER WEEK, IN SWEC'S FACILITIES AND ON SHORT TERM TEMPORARY ASSIGNMENTS AWAY FROM SWEC'S FACILITIES, BUT NOT AT THE CPSES JOBSITE; AND ALL TIME WORKED ON SATURDAYS, SUNDAYS, AND SWEC RECOGNIZED HOLIDAYS.</p> <p>G. REFER TO SUBJECT PURCHASE ORDER, SECTION TITLED "FEE SCHEDULE", PAGE 10 SUBSECTION TITLED "WORKING AT CPSES SITE" AND REPLACE WITH THE FOLLOWING:</p> <p><u>WORKING AT CPSES SITE</u></p> <p>FOR ALL STRAIGHT TIME ABOVE RATES</p> <p>FOR ALL OVERTIME WORKED IN 1.50 TIMES EXCESS OF 40 HOURS (UNLESS ABOVE RATES ADJUSTED FOR HOLIDAYS, VACATION, OR EXCUSED ABSENCE TIME) AND FOR ALL TIME WORKED ON SATURDAYS, SUNDAYS AND TUGCO RECOGNIZED HOLIDAYS.</p> <p>H. REFER TO SUBJECT PURCHASE ORDER, PAGE 10, AND ADD THE FOLLOWING:</p>		

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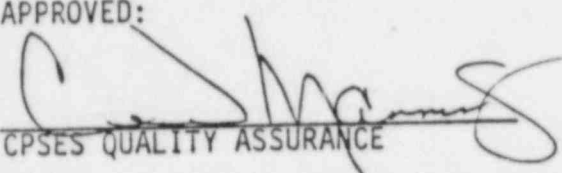
ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p><u>ADJUSTMENT FOR HOLIDAYS, VACATIONS AND EXCUSED ABSENCE TIME FOR OVERTIME DETERMINATIONS</u></p> <p>FOR THE PURPOSE OF DETERMINING THE NUMBER OF HOURS WORKED IN ANY WEEK, ABOVE WHICH THE FOREGOING OVERHEAD MULTIPLIER WILL BE APPLIED, A DEDUCTION FROM 40 HOURS WILL BE MADE AT THE RATE OF 8 HOURS PER DAY FOR EACH DAY NOT WORKED DUE TO PAID HOLIDAY, VACATION, OR EXCUSED ABSENCE. FOR ONE SUCH DAY IN A WEEK, OVERTIME WILL START AT 32 HOURS; FOR TWO SUCH DAYS IN A WEEK, OVERTIME WILL START AT 24 HOURS; FOR THREE SUCH DAYS IN A WEEK, OVERTIME WILL START AT 16 HOURS; AND SO ON.</p> <p>I. REFER TO SUBJECT PURCHASE ORDER, PAGE 12, ITEM 3.A AND ADD THE FOLLOWING NOTE OF CLARIFICATION:</p> <p>NOTE: PERSONNEL THAT DO NOT HAVE A LEGITIMATE DUAL RESIDENCE STATUS IN ACCORDANCE WITH IRS REQUIREMENTS, WILL NOT RECEIVE PER DIEM.</p> <p>J. REFER TO SUBJECT PURCHASE ORDER, PAGE 13, UNDER SECTION TITLED "FEE SCHEDULE", PARAGRAPH 3, LINE 2, AND CHANGE THE WORD "SUPPORT" TO "SUPPORTED".</p> <p>K. REFER TO SUBJECT PURCHASE ORDER, PAGE 13, UNDER SECTION TITLED "FEE SCHEDULE" PARAGRAPH 5, LINE 6, AND CHANGE THE WORD "EMPLOYEE" TO "SWEC".</p> <p>L. REFER TO SUBJECT PURCHASE ORDER, PAGE 13, UNDER SECTION TITLED "FEE SCHEDULE" AND ADD THE FOLLOWING:</p>		

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TEXAS UTILITIES GENERATING COMPANY

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ITEM NO.	QUANTITY WANTED	U/I	DESCRIPTION	NET UNIT PRICE	TOTAL ITEM PRICE
			<p>SWEC SHALL IDENTIFY ON ALL INVOICES SUBMITTED TO TUGCO WHETHER CHARGES INVOICED ARE FOR UNIT 1 OR UNIT 2.</p> <p><u>SAFETY RELATED REQUIREMENTS</u></p> <p>QA/QC Requirements listed on the original purchase order and subsequent supplements remain in effect and apply to supplement No. 1</p> <p>APPROVED:</p> <p> <u>8/12/85</u> CPSES QUALITY ASSURANCE DATE</p> <p>CONFIRMING TELEPHONE ORDER PLACED ON 8-12-85 BY F. STOBAUGH AT WHICH TIME TERMS AND CONDITIONS WERE VERIFIED. ANY CHANGE REQUIRES APPROVAL OF PERSON PLACING ORDER. <u>DO NOT DUPLICATE.</u></p>		

ALL TERMS AND CONDITIONS SHOWN ON THE FACE AND REVERSE OF THE SIGNED SHEET OF THIS ORDER SUPPLEMENT ARE EFFECTIVE COVERING THE ABOVE ITEMS AS THOUGH REPEATED HEREON.