



50-245

UNITED STATES
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

March 6, 1997

The Honorable Terry Concannon
Mr. Evan Woollacott
Co-Chairs
Nuclear Energy Advisory Council
Room 4035
Legislative Office Building
Capitol Avenue
Hartford, CT 06106

Dear Ms. Concannon and Mr. Woollacott:

This letter is in followup to questions raised during a recent Nuclear Energy Advisory Council (NEAC) meeting regarding the Nuclear Regulatory Commission's (NRC's) contract with Sargent and Lundy (S&L). As you are aware, S&L has been selected by Northeast Utilities to conduct the independent corrective action verification program (ICAVP) at both Millstone Units 1 and 3. The work to be performed under the NRC's contract with S&L is that S&L will provide the NRC with a team of five design specialists to perform design basis inspections to assist the NRC in determining if operating pressurized water reactors (PWRs) still meet their original design bases and ensure that these plants have been maintained in compliance with their original design bases over their lifetime. Enclosure 1 to this letter provides a copy of the contract between the NRC and S&L.

Additionally, questions were raised about Millstone Unit 2 entering Mode 6 and conducting a core offload in light of the numerous discrepancies identified, as a result of the licensee's ongoing design basis review efforts, for those systems necessary to support entry into Mode 6 and core offload. This issue was identified by the NRC staff and documented in NRC Combined Inspection 50-245/96-08; 50-336/96-08; 423/96-08 (IR 50-336/96-08), dated December 3, 1996. A copy of the cover letter and excerpts from the inspection report are included as Enclosure 2. The NRC staff followed-up on this issue in NRC Combined Inspection 50-245/96-09; 50-336/96-09; 423/96-09 (IR 50-336/96-09), dated February 24, 1997. A copy of the cover letter and excerpts from the inspection report closing out the issue are included as Enclosure 3.

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The Honorable Terry Concannon

- 2 -

March 6, 1997

Should you have any questions or comments, please do not hesitate to call me at (301) 415-1490.

Sincerely,

Original signed by:

Eugene V. Imbro

Deputy Director, ICAVP Oversight

Docket Nos. 50-245, 50-336, and 50-423

- Enclosures: 1. Sargent and Lundy
Contract
2. Excerpts from IR 50-336/96-08
3. Excerpts from IR 50-336/96-09

cc: John C. Markowicz, NEAC

DISTRIBUTION:

Docket File (50-245, 50-336, and 50-423)

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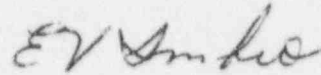
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The Honorable Terry Concannon

- 2 -

Should you have any questions or comments, please do not hesitate to call me at (301) 415-1490.

Sincerely,

A handwritten signature in dark ink, appearing to read "E V Imbro".

Eugene V. Imbro
Deputy Director, ICAVP Oversight

Docket Nos. 50-245, 50-336, and 50-423

Enclosures: 1. Sargent and Lundy
Contract
2. Excerpts from IR 50-336/96-08
3. Excerpts from IR 50-336/96-09

cc: John C. Markowicz, NEAC

AWARD/CONTRACT

Page 1 of 2

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING
2. CONTRACT NO. NRC-93-96-028	3. EFFECTIVE DATE 10/1/96	4. REQUISITION/PROJECT NO. N/A
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Mail Stop: T-7-I-2 Technical Acquisition Br. #1 Division of Contracts Washington, DC 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Division of Contracts, T-7I2 Technical Acquisition Br. #1 Washington, DC 20555
7. NAME AND ADDRESS OF CONTRACTOR Sargent and Lundy, L. L. C. 55 E. Monroe Street Chicago, IL 60603-5780		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)
Principal Investigator/Technical Contact: Kenneth J. Green Telephone No: 312/269-2762		9. DISCOUNT FOR PROMPT PAYMENT N/A
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		
11. SHIP TO/MARK FOR See Section F.5	CODE	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting & Finance Commercial Payments Section; T-9B2 Washington, DC 2055b
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [] 41 U.S.C. 253(c) []		
14. ACCOUNTING AND APPROPRIATION DATA B&R No. 620151110 Job Code: J2498 BOC: 252A APPN: 31X0200.620 FFS: NKK96028 Obligate: \$150,000.00		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT
The contractor shall provide the services specified in Section C of this contract in accordance with the terms and conditions herein.		
15G. TOTAL AMOUNT OF CONTRACT \$1,645,431.00		
EXCEPTION TO STANDARD FORM 3726 (REV. 4-85)		Prescribed by GSA FAR(48 CFR) 53.214(a)

AWARD/CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted

as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) David L. Mussa, Commercial Manager	20A. NAME OF CONTRACTING OFFICER Mary H. Mace
19B. SARGENT & LUNDY by <u>David L. Mussa</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u>Mary H. Mace</u> (Signature of Contracting Officer)
19C. DATE SIGNED September 30, 1996	20C. DATE SIGNED 9/30/96

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Acquisition of Nuclear Architect-Engineer (AE) Technical Assistance for Design Inspections

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide a Pressurized Water Reactor (PWR) team of five design specialists to perform design inspections to assist the NRC in determining if operating nuclear power plants still meet their original design bases and ensure that plants have been maintained in compliance with their original design bases over their lifetime. Design inspections will be scheduled on a 13-week cycle. Consequently, this PWR team will be able to perform four design inspections per year.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of this contract is \$1,845,431, of which the sum of _____ represents the estimated reimbursable costs and of which _____ represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is \$150,000, of which the sum of _____ represents the estimated reimbursable costs and of which _____ represents the fixed fee.
- (d) It is estimated that the amount currently allotted will cover performance through November 29, 1996.
- (e) The total estimated cost to the Government for full

B.3 (Continued)

performance of Option Year 1 under this contract is
\$942,545, of which the sum of represents the
reimbursable costs and of which represents the
fixed fee.

- (f) The total estimated cost to the Government for full
performance of Option Year 2 under this contract is
\$956,059, of which the sum of represents the
reimbursable costs and of which represents FCC.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

Recent NRC inspections at nuclear power reactor facilities have identified numerous findings where the actual plant configuration or operations were inconsistent with the design basis, licensing basis or the UFSAR. Therefore, the NRC has decided to perform design inspections at facilities. Sites to be inspected will be identified by the NRC Project Officer and issued to inspection teams as technical direction.

C.2 CONTRACT OBJECTIVES

The objective of this procurement is to obtain a team of five design specialists who are experts in PWR systems to assist NRC in design inspections. The NRC inspections are intended to determine if operating nuclear power plants still meet their original design bases and ensure that plants have been maintained in compliance with their design and licensing bases over their lifetime. There will be an emphasis on plant design, consistency of the as-built configuration and plant operations with the UFSAR, and licensing basis commitments.

C.3 WORK REQUIREMENTS

The contractor's PWR design inspection team consisting of five individuals who are expert in the following disciplines: mechanical systems, instrumentation and controls, and electrical (at least one in each discipline) are required to fulfill NRC's needs. One member of this team shall be at the middle management level. That individual shall be designated as the lead contractor engineer for the team, and shall be responsible for managing the other contractor employees, in addition to performing portions of the design inspection and writing the final report. The NRC Project Officer will provide technical direction as specified in Section G.1 of the contract entitled "NRC Project Officer Authority."

The design inspections shall be performed in accordance with Inspection Procedure (IP) 93801, Safety System Functional Inspection (Attachment 5 to the Request for Proposal). The NRC Project Officer shall designate a minimum of two safety systems per inspection for vertical slice review. The Engineering Design and Configuration Control section of the IP shall be the focus of the inspection. Other sections on Operations, Maintenance, and Surveillance and Testing will be addressed as they relate to the design and licensing bases, e.g., whether test acceptance criteria are consistent with the licensing basis.

C.3 (Continued)

The contractor's PWR team shall prepare an inspection plan for each design inspection in accordance with IP 93801 and provide a copy of the plan to the NRC Technical Monitor assigned to accompany the Contractor for the onsite inspection.

The contractor's team is expected to be continuously involved in NRC design inspections over a two-year period. Individuals on each inspection team shall be kept together as a team for repetitive inspections. Alternate personnel shall be made available for situations such as vacations, conflicts of interest, or other matters requiring substitutions. All team members are specified as key personnel under the Key Personnel clause in Section H.2.

This PWR team shall conduct four design inspections annually over a two-year base period and two one-year options, if exercised by the Government. The inspections will be performed to the following schedule unless otherwise provided as technical direction by the NRC Project Officer:

- Week 1: Site visit to identify documents
- Week 2: In office preparation
- Week 3: Site inspection
- Week 4: In office review
- Week 5: Site inspection
- Week 6: Site inspection
- Week 7: In office review
- Week 8: Site inspection and exit meeting
- Week 9 & 10: Report preparation by team members
- Week 11: Contractor team leader finalize report
- Week 12: Respond to NRC comments, revise and submit the final report
- Week 13: Site inspection for corrective action followup (several months after Week 12)

At the conclusion of Week 12, the contractor shall submit the final inspection report to the NRC Project Officer. The schedule for Week 13 is dependent upon receipt of the licensee's response to the inspection report (up to three months after Week 12) and

C.3 (Continued)

availability of the AE team that performed the inspection for corrective action followup. The contractor shall submit the report of the followup inspection one week after the conclusion of Week 13. Reports shall be prepared in accordance with NRC Inspection Manual Chapter 0610, "Inspection Reports," see Attachment 8). This manual chapter provides guidance on inspection report content, format and style.

C.4 MEETINGS AND TRAVEL

The contractor's PWR team shall conduct four design inspections annually over a two-year period. For each design inspection, team members will make five 5-day trips to the site, including one trip for a followup inspection on open items. The lead contractor engineer will make an additional 3-day trip to the site to identify documents needed for inspection preparation. As this inspection team will be continuously involved in NRC design inspections during the performance of this contract, no task orders or delivery orders will be issued. Instead, the PWR team will be informed of sites it is to inspect by the NRC Project Officer as technical direction. An NRC Project Officer will accompany each inspection team on all site visits.

C.5 OPTION YEARS ONE AND TWO

The period of performance of this contract may be extended at the sole option of the Government for two additional one-year periods. The effort required for the option periods is the same as that specified under Section C.3 "Work Requirements" and Section C.4 "Meetings and Travel."

[End of Clause]

C.6 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments). All technical reports identified in Section C.3 are to be in accordance with Manual Chapter 0610.

[End of Clause]

F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, job code number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work

F.3 (Continued)

requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

[End of Clause]

F.4 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. Also, whenever the report reference the acquisition of, or changes in status of, property valued at the time of purchase at \$50,000 or more, send a copy of the report to the Chief, Property Management Branch, Division of Facilities and Property Management, Office of Administration. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, job code, project manager and/or principal investigator, the contract period or performance, and the period covered by the report. Each report must include the following for each discrete task:

(a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

(h) Contractor Spending Plan (CSP) status:

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the

F.4 (Continued)

change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item h.

- (3) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

(i) Property status:

- (1) List property acquired for the project during the month with an acquisition cost of \$500 or more and less than \$50,000. Give the item number for the specific piece of equipment.
- (2) List property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."
- (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more (\$5,000 or more if purchased prior to October 1, 1995) showing the above information.
- (4) In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status:

List the starting and end dates for each trip, the starting point and destination, and the traveler(s) for each trip.

F.4 (Continued)

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22).

[End of Clause]

F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Mail Stop: O-9-D-4
Washington, DC 20555

(b) Contracting Officer (1 copy)

[End of Clause]

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)

The period for this contract shall commence on the effective date of this contract and shall expire two years thereafter. The term of this contract may be extended at the option of the Government for two additional one-year periods.

[End of Clause]

F.7 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL
VIEWS (DPVs)

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and

F.7 (Continued)

resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received need not endorse them.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY
(JAN 1993)

- (a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Donald Norkin

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Mail Stop: O-9-D-4
Washington, DC 20555

Telephone Number: 301/415-2954

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total

G.1 (Continued)

estimated contract cost, the fixed fee, if any, or the time required for contract performance.

- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to FAR 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT
- ALTERNATE 1 (JAN 1993)

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

(End of Clause)

G.3 NRCAR 2052.216-73 INDIRECT COST RATES - ALTERNATE 2

- (a) For this contract, the amount reimbursable for indirect costs is as follows:

Labor Overhead

Ceiling

- (b) In the event that indirect rate developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rate above, the rate established by the cognizant audits must apply. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

[End of Clause]

G.4 USE OF AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop

G.4 (Continued)

T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (DEVIATION)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
 - (1) Is not placed in a conflicting role because of current or planned interests contractual, organizational or otherwise which relate to the work under this contract; and
 - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
 - (1) Conflicting Commercial Work
 - (a) Notwithstanding any other provision of this contract, during the term of this contract and for two one-year option periods thereafter the contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization to perform work at a nuclear power plant licensee site (1) which results from an inspection which the contractor conducts at that site under this contract, to include all corrective action or other work which the NRC directs the licensee to perform as a result of such inspection or (2) which results from an inspection which the contractor conducts at another site owned by the same licensee that discloses common problems at one or more sites owned by that licensee. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
 - (b) The contractor may not represent, assist, or otherwise support an NRC nuclear power plant licensee undergoing

H.1 (Continued)

an NRC audit, inspection, or review where such activity results from an inspection which the contractor conducts at that site under this contract, except where the NRC licensee requires the contractor's support to explain or defend the contractor's prior work at that site which the NRC questions.

- (c) The contractor agrees that its employees who are directly and substantially engaged in performing inspections or other work under this contract will refrain from activities which can reasonably be interpreted as soliciting, marketing or advertising the contractor's commercial services during the period while they are involved in inspection or other work for NRC under this contract. Further, the contractor agrees that it will not discuss this contract and the work that the contractor does under this contract when soliciting, marketing or advertising its commercial services.

(2) Work Assignment Limitation

The NRC Project Officer will inform the contractor of the NRC licensee and plant site selected for planned work assignments at least 30 days prior to such work assignments. Where the contractor's disclosure under the second paragraph of Section K.18 indicates that the contractor is performing significant current and continuing engineering services for that licensee or at that site, prior agreement of both the contractor's representative and the NRC Contracting Officer will be required before the NRC Project Officer places a specific work assignment with the contractor in this circumstance.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief it has not engaged in the design or construction of any nuclear power plants licensed by the NRC, or in any major redesign, renovation or reconstruction costing \$10 million or more of such nuclear power plants, except as disclosed in its proposal submitted in connection with this contract.
- (2) The contractor agrees that if, after award, it discovers that it has performed any work described in subparagraph (1) above not disclosed in its proposal, it shall make an immediate and full disclosure in writing to the contracting officer.

H.1 (Continued)

- (3) The contractor agrees that, during the period of performance of this contract, it will disclose all proposed new work for NRC nuclear power plant licensees which comes within the scope of the underlying contract.
- (4) The contractor agrees that it will disclose to NRC all contracts or consulting work in excess of \$25,000 which come within the scope of the underlying contract that were performed at a particular licensee site during the preceding five years whenever NRC requests the contractor to make such a disclosure incident to NRC's proposed assignment of new inspection work at that site to the contractor.
- (5) The contractor agrees that it will provide to the NRC additional information on the nature of the work individual team members have performed at a particular licensee site whenever NRC requests the contractor to make such a disclosure incident to NRC's proposed assignment of new inspection work at that site to the contractor.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. section

H.1 (Continued)

552a (1988)), or the Freedom of Information Act, of 1974 (5 U.S.C. section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to reserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(End of Clause)

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

A. M. Bizarra	B. Pandit	L. C. Rogers
M. Sanwarwalla	J. Ullo	

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under

H.2 (Continued)

this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

H.3 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 1993)

- (a) The principal investigator(s)/contractor shall comply with the provisions of NRC Handbook 3.8 (formerly MC 3202) and NRC Manual Chapter 3206 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.
- (b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and

H.3 (Continued)

minimize conclusions and/or recommendations which may have regulatory implications.

- (c) Prior to any such publication, the contractor shall submit the proposed publication to the NRC Contracting Officer and Project Officer for review and approval.

[End of Clause]

H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

H.5 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

H.5 (Continued)

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

[End of Clause]

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.7 LICENSE FEE RECOVERY COSTS (APR 1992)

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice. Please note that the work specified in this contract is 100% fee recoverable. All costs must be associated with a particular docket number.

[End of Clause]

H.8 CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS
TO NUCLEAR POWER PLANTS (FEB 1995)

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

H.8 (Continued)

A. Temporary Approval

- (a) The contractor shall submit the following information to the NRC Division of Security (SEC) through the NRC Project Officer within thirty (30) calendar days following contract award, modification, or proposal of new personnel for contract tasks requiring unescorted access: a completed Personnel Security Forms Packet, including an SF-86, "Questionnaire for Sensitive Positions (For National Security);" copies of the contractor's five-year employment and education history checks, including verification of highest degree obtained; a reference from at least one additional person not provided by the individual; results of a psychological evaluation; and a certification that the contractor has found all checks acceptable. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, shall be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope.

Or,

- (b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, SEC will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, SEC will determine the individual's eligibility for temporary access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM.

B. Final Approval

- (a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities for the life of the contract, or
- (b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program, or
- (c) The individual possesses a valid government issued clearance as verified by SEC. A valid government-issued clearance is

H.8 (Continued)

defined as a U.S. Government-issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, SEC will attempt to obtain a security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, SEC will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve a National Agency Check with Inquiries and Credit (NACIC) or other investigation as deemed necessary by SEC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

The contractor shall submit to SEC through the Project Officer for each contractor individual submitted/approved for access under the provisions of Sections A and B above, a signed NRC form 570, "Access Authorization Acknowledgment" from the individual that he or she understands his or her responsibility to report to the NRC, Division of Security, Personnel Security Branch, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria".

Access to unclassified power reactor Safeguards Information (SGI) not also involving unescorted access to protected and vital areas of nuclear power plants will require the submission of a completed Personnel Security Forms Packet to SEC through the Project Officer and may require a National Agency Check (NAC) or other investigation deemed necessary by the NRC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3 which is incorporated into this contract by reference as though set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Exhibit 11, Management Directive 12.3. Based on the review of the applicant's security forms by SEC and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under

H.8 (Continued)

the provisions of 10 CFR Part 10. During the processing by SEC of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training.

[End of Clause]

H.9 NRCAR 2052.204-70 SECURITY (SEP 1993)

- (a) Security/Classification Requirements Form. The attached NRC Form 187 (See Section J for List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.
- (b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the

H.9 (Continued)

possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

- (c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- (d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Security and the Contracting Officer. These changes will be under the authority of the changes clause.
- (e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12356 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted

H.9 (Continued)

Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

- (g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- (h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (i) Criminal liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)
- (j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

[End of Clause]

H.10 NRCAR 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 1996
52.216-8	FIXED FEE	APR 1984
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.222-3	CONVICT LABOR	AUG 1996

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1995
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	MAR 1996
52.244-5	COMPETITION IN SUBCONTRACTING	JANUARY 1996
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY--MODIFICATION (SEP 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] _____, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

I.2 (Continued)

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet). ENTER NONE IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

I.2 (Continued)

- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (M-C 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor for two one-year options; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

[End of Clause]

I.4 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the

I.4 (Continued)

amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	NRC Handbook 3.8
04	NRC Form 187 - Security/Classification Requirements (To be provided by the NRC Project Officer within 2 weeks of contract award)
05	NRC Inspection Procedure (IP) 93801
06	Differing Professional Views
07	ACH Vendor Payment Information Form
08	NRC Manual Chapter 0610 "Inspection Reports"



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

December 3, 1996

EA 96-352

Mr. Bruce D. Kenyon
President and Chief Executive Officer
Northeast Nuclear Energy Company
c/o Terry Harpster
P. O. Box 128
Waterford, Connecticut 06385-0128

Dear Mr. Kenyon:

SUBJECT: NRC COMBINED INSPECTION 50-245/96-08; 50-336/96-08; 423/96-08 and
NOTICE OF VIOLATION

On October 25, 1996, the NRC completed an inspection at your Millstone 1, 2 & 3 reactor facilities. The enclosed report presents the results of that inspection.

During the two-month period covered by this inspection, the performance of your staff at the Millstone facilities was generally characterized by a deliberate approach to assuring the proper consideration of shutdown risk in the conduct of operational activities, and by significant management attention to recovery planning and reorganization in each unit. However, we remain concerned about the continuing violations of NRC requirements. At Unit 2, we identified one violation and six apparent violations. In addition, three apparent violations were identified at Unit 1, and are being considered for escalated enforcement actions in accordance with the "General Statement of Policy and Procedure for NRC Enforcement Actions" (Enforcement Policy), NUREG-1600. In addition, your continued failures to fulfill commitments made to the NRC are of particular concern. We are disappointed to find that corrective actions were not completed which further erodes our confidence in your organization and is indicative of management weaknesses that require immediate attention.

One of the apparent violations at Unit 2 is inadequate corrective actions, which had three examples. As stated previously in NRC Combined Inspection Report 96-04 for all three units, the corrective action program had not been effective in correcting identified deficiencies; therefore, this program must be demonstrated effective before the restart of any of the Millstone units. The apparent violation illustrates that Unit 2 has not yet attained a level of performance to show that the corrective action program is improving.

A fourth apparent violation, which occurred at Unit 2, was a technical specification violation due to both trains of containment air hydrogen monitors being inoperable. The fifth apparent violation was a Unit 2 concern in which the NRC found that due to an

Enclosure 2

-9612090183 SP

inadequate review of the steam generator replacement modification, it was not identified that the design basis and licensing basis time periods for placing the hydrogen monitors in service and taking a containment atmosphere sample could not be met. The sixth apparent violation at Unit 2 is a concern in which the NRC found that the Final Safety Analysis Report had not been updated to reflect the licensing basis regarding the amount of time following an accident that the hydrogen monitors would be placed in service.

A violation at Unit 2 involved the failure to adequately perform the monthly technical specification required valve line up of containment isolation valves because not all the required valves were specified in the procedure and operators had been documenting as "not applicable" those valves located inside containment. This violation is cited in the enclosed Notice of Violation, and the circumstances surrounding the violation are described in detail in the enclosed report. Please note that you are required to respond to this letter and should follow the instructions specified in the enclosed Notice when preparing your response. The NRC will use your response, in part, to determine whether further enforcement action is necessary to ensure compliance with regulatory requirements.

The first apparent violation at Unit 1 involved the failure to provide a troubleshooting plan and troubleshooting guidelines with the work order package associated with the repair of a travelling screen differential pressure transmitter. The second apparent violation at Unit 1 involved the failure to maintain the standby gas treatment system operable under all conditions. Specifically, if actuation of the standby gas treatment system had occurred during the time period that the outside ambient temperature was less than 45°F, coincident with a loss of normal power and a single failure in one train, the required negative pressure may not have been maintained throughout the secondary containment. The third apparent violation at Unit 1 concerned a corrective action issue involving the failure to implement the design modifications necessary to bring the control rod drive system into design compliance within the NRC specified time period.

Accordingly, no Notice of Violation is presently being issued for the nine apparent violations. Please be advised that the number and characterization of apparent violations described in the enclosed inspection report may change as a result of further NRC review. You will be informed by separate correspondence of the results of our deliberations on this matter. No response regarding the apparent violations is required at this time; however, corrective actions deemed appropriate should not be delayed.

Following a review of your plans for entering Mode 6 at Unit 2, the NRC had concerns regarding your intent to perform a core offload using systems which, although operable, had known discrepancies that were contrary to the current operating license. Although no violations of NRC requirements were identified, this is considered to be a significant weakness in light of the recent attention given to compliance with the current design and licensing basis.

Although no violations were cited against the Millstone Unit 3 docket, two inspection issues discussed in this report merit additional licensee management attention. The first issue involved a concern affecting all three Millstone units, i.e., the identification of fuses with cracked ferrules in the safety-related warehouse stock supply. Initial licensee actions to address this concern were inadequate until the Nuclear Oversight Organization

conducted follow up activities and identified concerns. Even then, the licensee investigation to ensure that the suspect fuses were capable of performing their safety function was implemented without evidence of a timely review of installed fuse conditions.

The second issue related to the numerous inservice testing program deficiencies documented in licensee event reports (LER) 50-423/96-21 and 96-24. Similar to the problem in the handling of the cracked fuse ferrules, licensee corrective actions in addressing the programmatic concerns documented in the applicable adverse condition report were found to be less than comprehensive. Given the programmatic nature of the identified inservice testing program problems, as well as the lack of specificity provided in LER 50-423/96-21, we request that you inform us in writing within 60 days of the receipt of this letter of your plans to address the inservice testing program deficiencies. This response should include your position on the need for the development of a more comprehensive approach to corrective action controls for such reportable programmatic concerns.

Finally we have determined that your fire protection program lacks appropriate direction for resolving and prioritizing identified issues. Quality assurance audits of fire protection were limited in scope, sometimes incorrectly categorized the significance of findings, and failed to followup on previously identified issues. Your staff failed a fire drill during the inspection, requiring you to conduct a remedial drill. Given the large number of design deficiencies that could affect the safe shutdown capability of safety systems, e.g., cable separations, and fire mitigation weaknesses, we believe that your fire protection program needs more attention. Therefore, we will need to meet with you to discuss your resolution of program oversight concerns, including Appendix R issues, prior to any unit start-up.

In accordance with 10 CFR 2.790 of the NRC's "Rules of Practice," a copy of this letter and its enclosures will be placed in the NRC Public Document Room (PDR).

Sincerely,

ORIGINAL SIGNED BY:

Wayne D. Lanning
Deputy Director of Inspections
Special Projects Office

Docket Nos. 50-245
50-336
50-423

Enclosures:

1. Notice of Violation
2. NRC Combined Inspection Report 50-245/96-08; 50-336/96-08; 50-423/96-08

cc w/encl:

T. C. Feigenbaum, Executive Vice President - Chief Nuclear Officer
J. McElwain, Unit 1 Recovery Officer
M. Bowling, Jr., Unit 2 Recovery Officer
J. Cowan, Unit 3 Recovery Officer
D. M. Goebel, Vice President, Nuclear Oversight
J. K. Thayer, Recovery Officer, Nuclear Engineering and Support
P. D. Hinnenkamp, Director, Unit Operations
H. F. Haynes, Director, Nuclear Training
P. M. Richardson, Nuclear Unit Director, Unit 2
M. H. Brothers, Nuclear Unit Director, Unit 3
J. F. Smith, Manager, Operator Training
F. C. Rothen, Vice President, Work Services
P. Olson, General Accounting Office
L. M. Cuoco, Esquire
J. R. Egan, Esquire
V. Juliano, Waterford Library
J. Buckingham, Department of Public Utility Control
S. B. Comley, We The People
State of Connecticut SLO Designee

E1.1 Disposition of License Deviations to Support Entry into Mode 6 and Core Offload

a. Inspection Scope

The NRC evaluated the licensee's plans for dispositioning identified licensing basis and design basis deviations on those systems necessary to support entry into Mode 6 and core offload.

b. Observations and Findings

With Unit 2 currently in Mode 5, the licensee is planning to enter Mode 6 and perform a full core offload to support a repair of a low pressure safety injection system injection valve, 2-SI-645. As a result of the ongoing design basis review efforts, the licensee generated a list of the design basis and licensing basis discrepancies on those systems necessary to support entry into Mode 6 and core offload. For example, there were no records that substantiated the seismic qualification of the makeup line to the SFP or sections of the SFP cooling system.

The NRC noted that prior to Mode 6 and core offload, the licensee planned to perform operability determinations to address the identified discrepancies. The licensee did not plan to disposition the discrepancies by either modifying the plant to reflect the design/licensing basis or by changing the design/licensing basis in accordance with 10 CFR 50.59 until later in the outage. The NRC did not consider that placing the plant in a condition in which a known discrepancy exists that is contrary to their license to be acceptable. Based on the NRC's concern, at the end of the inspection period, the licensee was in the process of completing their review of the systems needed for Mode 6, and is planning to prepare safety evaluations to disposition the identified license discrepancies. Following entry into Mode 6, the licensee plans to complete their review and disposition of discrepancies for those systems necessary to support core offload, such as the spent fuel pool cooling system.

c. Conclusion

Following a review of the licensee's plans for entering Mode 6 at Unit 2, the NRC had concerns regarding the licensee's intent to perform a core offload using systems which, although operable, had known discrepancies that were contrary to the current operating license. Although no violations of NRC requirements were identified, this is considered to be a significant weakness in light of recent attention given to compliance with the current design and licensing basis.



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

February 24, 1997

EA 97-23; EA 97-24; EA 97-25
EA 97-26; EA 97-27; EA 97-28
EA 97-29

Mr. Bruce D. Kenyon
President and Chief Executive Officer
Northeast Utilities Service Company
P.O. Box 128
Waterford, Connecticut 06385

Dear Mr. Kenyon:

SUBJECT: NRC COMBINED INSPECTION 50-245/96-09; 50-336/96-09; 423/96-09 and
NOTICE OF VIOLATION

On December 31, 1996, the NRC completed an inspection at your Millstone 1, 2 & 3 reactor facilities. The enclosed report presents the results of that inspection.

Based on the results, the NRC has determined that violations of NRC requirements occurred. These violations are cited in the enclosed Notice of Violation and the circumstances surrounding them are described in detail in the subject inspection report. The first violation concerned an unauthorized entry into the Millstone Station protected area, demonstrating a failure to comply with the your security requirements. The second violation concerned the failure to perform a comprehensive evaluation and disposition of regulatory requirements to support recent Millstone site organizational changes. This resulted in your staff implementing several organizational changes which resulted in a technical specification non-compliance. Lastly, a violation was identified associated with the failure to calibrate an ionization chamber used to monitor thermoluminescent dosimeters dose rates.

Please note that you are required to respond to this letter and should follow the instructions specified in the enclosed Notice when preparing your response. The NRC will use your response, in part, to determine whether further enforcement action is necessary to ensure compliance with regulatory requirements.

Additionally, seven apparent violations were identified that had causes similar to the pending escalated enforcement action. At Unit 1 the apparent violations involved: the failure to report issues promptly to the NRC; the failure to provide thorough corrective action in response to QAS audit findings; the failure to maintain structural integrity of the primary coolant boundary; the failure to perform and document a safety evaluation for changes to the diesel generator starting air system; and the failure to provide complete and accurate information concerning the material condition of the Radwaste Facilities at

Enclosure 3

9703070167 Spp.

Millstone. At Unit 2, an apparent violation involved inadequate corrective actions to address a significantly flashed main bearing in the "B" emergency diesel generator. At Unit 3 an apparent violation was identified that involved inadequate design of 48 ASCO solenoid operated valves.

These apparent violations have similar root causes and are additional examples of violations discussed at the pre-decisional enforcement conference on December 5, 1996. It is my understanding that you do not want another enforcement conference and agree that these seven apparent violations will be included in the enforcement action resulting from that enforcement conference. Accordingly, no Notice of Violation is presently being issued for these inspection findings. If your understanding is different than mine, please contact me.

In addition, two apparent violations were identified at Unit 1 and are being considered for escalated enforcement action in accordance with the "General Statement of Policy and Procedure for NRC Enforcement Actions" (Enforcement Policy), NUREG-1600. The first apparent violation of technical specifications concerned the failure to staff the Millstone Unit 1 Director position with a qualified individual. Specifically, the previous Millstone Unit 1 Director did not have the requisite senior reactor operator level training or experience necessary to fill the position of Unit Director which he held for approximately 15 months. The second apparent violation involved a failure to provide complete and accurate information to the NRC, when your staff represented that the five recommendations in Generic Letter 89-13 were completed. You will be advised by separate correspondence of the results of our deliberations on these matters. No response regarding these two apparent violations are required at this time; however, any corrective actions deemed appropriate should be instituted in a timely manner. Please be advised that the number and characterization of apparent violations described in the enclosed inspection report may change as a result of further NRC review.

Finally, a preliminary inspection of the maintenance rule (10 CFR 50.65) requirements, as applied to the Unit 3 program for scoping and risk ranking of structures, systems, and components (SSCs), was conducted by inspectors from Region I and the Office of Nuclear Reactor Regulation (NRR). As documented in the attached inspection report for Unit 3 activities, two unresolved and two inspector follow-up items were identified. These issues should be addressed by your organization prior to the conduct of the NRC maintenance rule baseline team inspection, currently scheduled in March, 1997; at which time, the NRC will assess the corrective actions. Additionally, as your Unit 3 configuration management program efforts are progressing, it should be noted that the maintenance rule scoping errors found by our inspectors had the potential to adversely affect your ongoing design basis verification activities and the validity of some of the results.

The large number of violations identified in this report illustrates issues that existed before the recovery teams were established. However, the issue that appears to be a recurrent significant challenge to management is the resolution of identified deficiencies in a timely manner. For example, the NRC identified current weaknesses in your disposition of potential reportable adverse condition reports that could have lead to exceeding the 30-day reporting requirement. Further, little progress has been demonstrated to implement corrective actions for the potential enforcement actions listed in our letter dated November

Mr. Bruce D. Kenyon

3

13, 1996. Because effective corrective actions are fundamental to the recovery process, I suggest that this be the primary topic for our March meeting of the NU/NRC Restart Assessment Panel.

In accordance with 10 CFR 2.790 of the NRC's "Rules of Practice," a copy of this letter and its enclosures will be placed in the NRC Public Document Room (PDR).

Sincerely,

ORIGINAL SIGNED BY:

Wayne D. Lanning
Deputy Director of Inspections
Special Projects Office

Docket Nos. 50-245
50-336
50-423

Enclosures:

1. Notices of Violation
2. NRC Combined Inspection Report 50-245/96-09; 50-336/96-09; 50-423/96-09

cc w/encl:

J. McElwain, Unit 1 Recovery Officer
M. Bowling, Jr., Unit 2 Recovery Officer
M. Brothers, Unit 3 Recovery Officer
L. M. Cuoco, Esquire
D. M. Goebel, Vice President, Nuclear Oversight
F. C. Rothen, Vice President, Work Services
H. F. Haynes, Director, Training Services
J. Smith, Manager, Unit 3 Operator Training
D. Lazarony, Supervisor, Unit 3 Operator Training
J. R. Egan, Esquire
V. Juliano, Waterford Library
J. Buckingham, Department of Public Utility Control
S. B. Comely, We The People
State of Connecticut SLO Designee
Citizens Awareness Network

U2 E1 Conduct of Engineering

E1.1 Preparations for Entry Into Mode 6 - Refueling

a. Inspection Scope (37551)

As discussed in NRC Inspection Report 50-336/96-08, the NRC had concerns regarding the licensee's intent to enter Mode 6 and perform a core offload using systems which, although operable, had known discrepancies that were contrary to the current operating license. Although no violations of NRC requirements were identified, this was considered to be a significant weakness in light of recent attention given to compliance with the current design and licensing basis. As a result of this concern, the licensee first focused on systems necessary for entry into Mode 6. This inspection evaluated whether the licensee adequately dispositioned known licensing and design basis discrepancies associated with entry into Mode 6.

b. Observations and Findings

The licensee developed a written plan for evaluating and dispositioning known design discrepancies on safety-related systems that are necessary to support Mode 6 and core offload. Discrepancies would be dispositioned by either correcting the plant to reflect the design or licensing basis or by changing the design or licensing basis using the 10 CFR 50.59 evaluation process to reflect the plant. The review process is being performed in two phases with the first phase focusing on the transition to Mode 6 including reactor vessel head removal and flood up of the refueling cavity. The second phase of the review includes those systems needed to support fuel movement.

The results of the initial phase review were documented in a report dated November 15, 1996, and were approved by the Plant Operations Review Committee on November 18, 1996. The report documents the deficiencies that were identified, the 10 CFR 50.59 evaluations that were performed, the FSAR change requests (FSARCR) that were generated and a list of open items that were recommended for closure prior to entering Mode 6.

For those systems that were not part of the Mode 6 review, the licensee still screened the known deficiencies for their effect on Mode 6 operations and dispositioned the deficiencies as necessary. The licensee plans to complete a full discovery on those systems at a later time. The inspectors reviewed a sample of several hundred known deficiencies for those systems that were not part of the licensee's Mode 6 review to determine if any of the deficiencies that were screened out should have been dispositioned prior to Mode 6. The inspector did not find any instance where a deficiency was inappropriately screened out.

For those systems included in the Mode 6 review, the inspectors verified that discrepancies that had not been dispositioned were included in the Mode 6 restraint schedule.

The 50.59 evaluations that were performed were found to be of high quality and review of the evaluations by the Plant Operations Review Committee was thorough.

c. Conclusions

The licensee's process for dispositioning known design and licensing basis discrepancies that could adversely affect Mode 6 operations was effective and no concerns were identified.