

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO

1. DATE OF ORDER DEC 30 2011		2. CONTRACT NO. (If any) NRC-03-08-071		6. SHIP TO:	
3. ORDER NO NRC-T016		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. NRR-12-056 dated 11/10/2011 NRR-12-074 dated 12/16/2011	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino; 301-492-3637; Jennifer.DeFino@nrc.gov Mail Stop: TWB-01-B10M Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				b. STREET ADDRESS Attn: Tamara Williams; 301-415-3677; Tamara.Williams@nrc.gov Mail Stop: O-13F-15M 11555 Rockville Pike	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA N/A	
a. NAME OF CONTRACTOR BECKMAN & ASSOCIATES INC				8. TYPE OF ORDER	
d. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1071 STATE RTE 136 SUITE 20				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY BELLE VERNON				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE PA		f. ZIP CODE 150122926			
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2012-X0200-20-5-139 JCN: J4076 BOC: 252A APPR NO: 31X1200.220 FAIMIS: 120807 DUNS: 785915794 NAICS: 541690 PSC: R425 OBLIGATE: \$100,000.00				10. REQUISITIONING OFFICE NRR	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO. N/A	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) N/A	
				16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Issuance of Task Order No. 016</p> <p>Title: Component Design Bases Inspections (CDRIs) at Three Mile Island, McGuire, Cooper, Monticello, Millstone, Byron, Calvert Cliffs, North Anna, Grand Gulf, Hatch, DC Cook, Fort Calhoun, Hope Creek, Catawba, Davis Besse, Limerick, Kewanee, Indian Point 2 & 3, St Lucie, Palo Verde, and IP95003 Support at Browns Ferry and Fort Calhoun</p> <p>Estimated Cost: \$2,162,603.37 Fixed Fee: \$112,395.45 Total CPFF: \$2,274,998.82</p> <p>Period of Performance: 01/01/2012 - 12/31/2012</p> <p>See Attachment #1 for Statement of Work</p> <p>See Clause A.4 for Contractor Acceptance</p>					

See CONTINUATION Page

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO					
SEE BILLING INSTRUCTIONS ON REVERSE					
a. NAME Department of Interior / NBC NBCPayments@nbc.gov		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		PHONE: FAX:	
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		
					<p>17(h) TOTAL (Cont. pages)</p> <p>17(i) GRAND TOTAL</p> <p>\$2,274,998.82</p>

22 UNITED STATES OF AMERICA
BY (Signature)

23 NAME (Typed)
Jennifer A. DeFino
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 4 2012

ADM002

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A.1 GENERAL TASK ORDER TERMS

In accordance with Section G.4, Task Order Procedures, of Contract No. NRC-03-08-071 this definitizes Task Order No. 016. The effort shall be performed in accordance with Attachment #1: Statement of Work.

The Contractor agrees that the personnel proposed for this Task Order under Beckman & Associates, Inc's proposal dated 12/21/2011 shall not be removed from the effort under the Task Order without compliance with Contract Clause H.2 Key Personnel.

The issuance of this Task Order does not amend any terms or conditions of the subject contract.

Your contacts during the course of this Task Order are:

Technical Matter: Tamera Williams
Contracting Officer Representative
Email: Tamera.Williams@nrc.gov
Phone: 301-415-3655

William Cartwright
Technical Monitor
Email: William.Cartwright@nrc.gov
Phone: 301-415-8345

Contractual Matters: Jennifer A. DeFino
Sr. Contract Specialist
Email: Jennifer.Defino@nrc.gov
Phone: 301-492-3637

A.2 CONSIDERATION AND OBLIGATION—TASK ORDERS

(a) The total current estimated ceiling for the services ordered, delivered, and accepted under this task order is \$2,274,998.82. The amount of \$2,162,603.37 represents the estimated reimbursable costs, and the amount of \$112,395.45 represents the fixed fee.

(b) The amount presently obligated with respect to this Task Order is \$100,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the Task Order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.3 DURATION OF TASK ORDER

This Task Order shall commence on January 01, 2012 and will expire on December 31, 2012.

A.4 CONTRACTOR ACCEPTANCE OF TASK ORDER 016

Acceptance of Task Order No. 016 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Task Order No. 016:

Kathleen Woyd Forte
Printed Name & Title

Kathleen Woyd Forte
Signature

12/30/2011
Date

VP, Operations

OTHER TASK ORDER TERMS AND CONDITIONS

A.5 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and

Management Directive and Handbook 3.13 - <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.6 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

NRC-03-08-071 NRC-T016

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

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(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.10 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.11 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

STATEMENT OF WORK,
Task Order 16 under Contract NRC-03-08-071;
 Component Design Bases Inspections (CDBIs) at
 Three Mile Island, McGuire, Cooper, Monticello, Millstone, Byron, Calvert Cliffs,
 North Anna, Grand Gulf, Hatch, DC Cook, Fort Calhoun, Hope Creek, Catawba,
 Davis Besse, Limerick, Kewanee, Indian Point 2 & 3, St Lucie, Palo Verde,
 and IP95003 Support at Browns Ferry and Fort Calhoun

B&R NUMBER: 2012-X0200-20-5-139

JOB CODE: J-4076

NRC TECHNICAL MONITOR: Bill Cartwright, NRR
 (301) 415-8345, William.Cartwright@nrc.gov

PERIOD OF PERFORMANCE: 01/01/2012 to 12/31/2012

1.0 BACKGROUND

In accordance with the baseline inspection portion of the Reactor Oversight Process (ROP), the U.S. Nuclear Regulatory Commission (NRC) inspects various activities at nuclear power reactor plants.

2.0 TASK ORDER OBJECTIVE

The objective of this task order is to obtain contractor support to assist the NRC inspection teams in the performance of CDBIs at Three Mile Island, McGuire, Cooper, Millstone, Byron, Calvert Cliffs, North Anna, Grand Gulf, Hatch, DC Cook, Fort Calhoun, Hope Creek, Catawba, Davis Besse, Limerick, Kewanee, Indian Point 2&3, St Lucie, Palo Verde, and P95003 support at Browns Ferry and Fort Calhoun. The requirements are as follow:

- 1) Each CDBI requires one mechanical systems engineer and one electrical systems engineer.
- 2) Provide engineering inspection support for reactive inspection procedure IP95003 for the Browns Ferry and Fort Calhoun sites. This support may include both mechanical and electrical engineering support.

See attached schedule. Individual inspection dates may change. Given that no date revisions will exceed this task order's overall period of performance, changes to individual inspection dates will be provided to the contractor by the Technical Monitor.

3.0 SCOPE OF WORK

The contractor shall provide technical support to the NRC Regional Team Leader (RTL) during the performance of the above CDBIs in accordance with the enclosed schedule. The following Inspection Procedures (IP) and Inspection Manual Chapter (IMC) will be used:

"IP 71111.21, Component Design Bases Inspection"

"IMC 0612, Power Reactor Inspection Reports"

"IP 95003 Supplemental Inspection for Repetitive Degraded Cornerstones, Multiple Degraded Cornerstones, Multiple Yellow Inputs or One Red Input"

The NRC Team Leader may issue technical direction during the duration of the task order. Technical direction must be within the general Statement of Work stated in the task order, and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance. The contractor shall refer to the basic contract for further information and guidance on any technical directions issued under this task order.

Any modifications to the scope of work, cost, or period of performance of the task order must be issued by the Contracting Officer and will be coordinated with the Project Officer.

4.0 SPECIFIC TASKS

The below four specific tasks should be performed for each of the above CDBIs as well as the IP95003 support, and shall be performed in accordance with the requirements, standards, deliverables, and completion timeframes specified in the base contract's Statement of Work.

4.1 Task 1 - Inspection Preparation

4.2 Task 2 - Conduct Onsite Inspections

4.3 Task 3 - Conduct Home Office Inspection: Input Preparation

4.4 Task 4 - Documentation of Inspection Results

5.0 TECHNICAL REPORTING REQUIREMENTS FOR EACH INSPECTION

The technical reporting requirements for each of the above CDBIs as well as the IP95003 support shall be performed in accordance with the requirements specified in the base contract's Statement of Work.

6.0 PERSONNEL REQUIREMENTS

The engineering inspection specialists shall have a design background (such as from an architect-engineer firm) and experience/knowledge regarding:

- 1) design, analysis, operations, installation, modification, maintenance and testing of nuclear plant safety systems.
- 2) reviewing design basis and detailed design (calculations, drawings, etc.) of nuclear plant safety systems.

All of the specialists shall have knowledge/experience with NRC regulations and risk informed inspection methodology

It shall be the responsibility of the contractor to assign qualified technical staff, employees, and subcontractors, who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in this Statement of Work (SOW). The NRC will rely on representation made by the contractor concerning the qualifications of the personnel proposed for assignment to this task order including assurance that all information contained in the technical and cost proposals, including resumes and conflict of interest disclosures, is accurate and truthful.

7.0 ESTIMATED LEVEL OF EFFORT (per individual)

For CDBI inspections:

<u>Week</u>	<u>Activity</u>	<u>Estimated Level of Effort</u>
1	Inspection preparation at regional office	44 hours
2	On-site inspection	50 hours
3	Home office inspection	*
4	On-site inspection	50 hours
5	Home office inspection	*
6	On -site inspection	50 hours
7	Documentation of inspection results	20 hours

* The total hours for Weeks 3 and 5 may not exceed 40. Regions may elect to have only one home office inspection week.

For IP95003 inspections:

<u>Week</u>	<u>Activity</u>	<u>Estimated Level of Effort</u>
1	Inspection preparation at regional office	44 hours
2	On-site inspection	50 hours
3	On-site inspection	50 hours
4	Documentation of inspection results	40 hours

Assume 4 hours annually per individual for training in the home office, in addition to the above home office inspection per each CDBI.

Hours may be revised, such as for additional hours to document significant inspection findings.

8.0 MEETINGS AND TRAVEL

One 5-day trip to region

Three 5-day trips to plant site for CDBI's, one for IP95003 inspections.

Above travel estimate is per individual and may be adjusted for holidays.

Contractor shall coordinate all travel arrangements in advance with the Team Leader. Off-normal travel time may be required to ensure timely arrival at the site, as scheduled by Team Leader.

9.0 NRC FURNISHED MATERIAL

Documents required to prepare for the inspection will be provided

10.0 OTHER APPLICABLE INFORMATION

The work specified in this SOW is 100% **licensee fee recoverable**. The contractor shall provide fee recovery information in the monthly progress reports in accordance with the requirements of the basic contract.

CDB Inspection	Owner	Schedule	Electrical	Mechanical
Three Mile Island	Exelon	2/20/12-4/6/12	Gerald Nicely	Charles Edwards
McGuire	Duke	2/27/12-4/13/12	Neil Della Greca	William Sherbin
Cooper	Nebraska Public Pwr	2/27/12-4/13/12	George Morris	Victor Ferrarini
Monticello	Nuclear Management	3/12/12-5/4/12	George Skinner	Maty Yeminy
Millstone	Dominion	4/9/12-5/18/12	Stanley Kobylarz	Charles Edwards
Byron	Exelon	5/7/12-6/22/12	John Chiloyan	Craig Baron
Calvert Cliffs	Constellation	5/14/12-6/29/12	Stanley Kobylarz	William Sherbin
North Anna	Dominion	5/14/12-6/22/12	George Skinner	Terry Tinkel
Grand Gulf	Entergy	6/18/12-8/3/12	James Leivo	Craig Baron
Hatch	Southern Nuclear	6/18/12-8/3/12	Philip Wagner	Maty Yeminy
DC Cook	Indiana Michigan Pwr	7/16/12-8/31/12	George Skinner	Michael Shlyamberg
Fort Calhoun	Omaha Public Pwr	7/23/12-9/7/12	Neil Della Greca	William Sherbin
Hope Creek	PSEG	7/23/12-9/7/12	Omar Mazzoni	Terry Tinkel
Catawba	Duke	8/6/12-9/21/12	Stanley Kobylarz	Craig Baron
Davis Besse	First Energy	8/6/12-9/21/12	George Morris	Maty Yeminy
Limerick	Exelon	8/20/12-10/5/12	Gerald Nicely	Hugh Campbell
Kewanee	Dominion	9/24/12-11/9/12	George Skinner	Craig Baron
Indian Point 2&3	Entergy	10/8/12-11/16/12	Neil Della Greca	Maty Yeminy
St Lucie	FPL	10/15/12-1/30/12	Stanley Kobylarz	William Sherbin
Palo Verde	APS	11/5/12-12/21/12	George Skinner	Hugh Campbell
IP95003 Inspections	Owner	Schedule	Electrical	Mechanical
Browns Ferry	TVA	Jan-March '12	*	*
Fort Calhoun	Omaha Public Pwr	April-Aug '12	*	*
*TBD when dates of inspections provided by the Technical Monitor				