

NUCLEAR REGULATORY COMMISSION

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IN THE MATTER OF:

INTERVIEW OF EARL NAGLE

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NRC/TMI SPECIAL INQUIRY

Place - Philadelphia, Pennsylvania

Date - Tuesday, September 25, 1979

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UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

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 Interview of: :
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 EARL NAGLE :
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NRC/TMI SPECIAL INQUIRY

12th Floor Conference Room
United Engineers Building
Philadelphia, Pennsylvania

Tuesday, September 25, 1979

The interview of Earl Nagle commenced at 10:00 a.m., and was conducted by Mr. R. Lawrence Vandenberg and Mr. David Evans.

Also Present: Mr. Bernard J. Smolens, counsel for the witness; and Mr. William Stevens of United Engineers.

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P R O C E E D I N G S

1
2 MR. EVANS: This is a deposition, or an interview
3 on the record, if you will, of Mr. Earl Nagle, being conducted
4 by the NRC/TMI Special Inquiry Group. It is being held
5 at the office of United Engineers in Philadelphia, Pennsylvania
6 on September 25th, 1979,

7 Present, in addition to Mr. Nagle, is Mr. Bernard
8 Smolens, Mr. William Stevens of United Engineers; also
9 present is Mr. Larry Vandenberg and David Evans of the
10 Special Inquiry Staff.

11 Mr. Nagle, have you had a chance --

12 MR. SMOLEN: Excuse me, Mr. Evans. Before you
13 begin your interrogation, the first written notice that we
14 had of this interview was in your letter of September 5, 1979
15 to Mr. Nagle, copy to me, which we received on September 10,
16 and in that letter and certain other enclosures, this was
17 described as an interview, in effect, that you wanted to
18 have with Mr. Nagle to ask him certain questions, and we have
19 no objection to that.

20 In an undated letter that you handed to Mr. Nagle
21 this morning for the first time, there was some written
22 notification that you regard this as a deposition. I don't
23 know that there's any magic in the concept of a deposition
24 as contrasted with an informal interview, but I will state
25 that we do not regard this as a deposition. We regard this

1 -- whatever the distinction may be -- as an informal interview
2 with Mr. Nagle.

3 And with that observation, you go ahead.

4 MR. EVANS: Off the record.

5 [Discussion off the record.]

6 MR. EVANS: Back on the record.

7 Mr. Nagle, have you had a chance to read the
8 witness notification form which I had previously sent to you
9 regarding this special inquiry?

10 MR. NAGLE: Yes.

11 MR. EVANS: And as Mr. Smolens has actually pointed
12 out today, I also gave you a letter signed by Mitchell
13 Rogovin of the Special Inquiry Staff. Is that correct?

14 MR. NAGLE: Yes.

15 MR. EVANS: And you've had a chance to read that
16 letter?

17 MR. NAGLE: I have.

18 MR. EVANS: Do you have any objections to proceeding
19 other than those stated by Mr. Smolens?

20 MR. NAGLE: No.

21 Whereupon,

22 EARL NAGLE

23 was called as a witness and, having been first duly sworn,
24 was examined and testified as follows:

EXAMINATION

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BY MR. EVANS:

Q Would you state your full name for the record, please, and your position.

A Position with United Engineers?

Q That's correct.

A Earl C. Nagle, Vice President, Group Manager, Construction Division.

Q Mr. Nagle, could you outline for us your involvement with the Three Mile Island 2 Nuclear Generating Station as a representative of United Engineers?

A I was project manager for United Engineers.

Q Throughout the length of the involvement of the company with the unit?

A No. Best of my recollection, I was assigned December 1970; effectively my work was completed, I think, some time in August of '77.

Q And was August of 1977 the approximate termination of the company's involvement in Unit 2?

A Other than finishing up some work with our sub-contractors, yes.

Q Do you have with you today a copy of the contract of United Engineers with the owners of the Three Mile Island 2 Generating Station?

A I've got a copy of the -- what I would consider

1 the original contract between UEC and Metropolitan Edison.

2 Q Would you be willing to make that available to us?

3 A Yes, we'll make that available.

4 MR. SMOLENS: Yes.

5 On the top of it, there is what looks to be just a
6 transmittal slip from a Mr. Wise to somebody else. You can
7 read it, and then I'll tear that off.

8 [Handing document to Mr. Evans.]

9 MR. SMOLENS: You're not going to read the contract
10 now, are you?

11 MR. EVANS: No.

12 MR. SMOLENS: I just wanted you to see that,
13 because I don't see any point in having the transmittal slip.

14 THE WITNESS: Are you intending to carry some of
15 this away with you?

16 MR. EVANS: That's my intention.

17 MR. SMOLENS: We'll set aside the things that you
18 want to copy, because we may not be giving you that one,
19 but we'll give you a copy of it.

20 MR. EVANS: That's acceptable.

21 MR. SMOLENS: Off the record.

22 [Discussion off the record.]

23 MR. EVANS: Back on the record.

24 BY MR. EVANS:

25 Q Mr. Nagle, did you have any involvement in bidding

1 on or negotiating that contract which you have just provided
2 to me?

3 A No.

4 Q When was the first time that you became involved
5 with the project?

6 A December of '70.

7 Q And how did that occur? Were you called to a meeting
8 and asked to assume the role as project manager?

9 A Yeah, I was assigned by my boss, Mr. Rebenold.

10 Q Would you spell that last name?

11 A R-e-b-e-n-o-l-d.

12 Q Mr. Nagle, when Catalytic left -- excuse me, strike
13 that.

14 When UE&C completed its work on Unit No. 2 at
15 Three Mile Island, what would be the best date for estimating
16 its completion?

17 MR. SMOLENS: Would you read that question back,
18 please?

19 I'm not sure that I understand it. I don't know
20 whether Mr. Nagle did.

21 MR. EVANS: Never mind. Let me rephrase the
22 question.

23 BY MR. EVANS:

24 Q When did UE&C, in your opinion, complete its work
25 at Three Mile Island 2?

1 A I think our responsibility for construction of
2 TMI 2 ended about mid-August of '77.

3 Q And what were the circumstances under which UE&C
4 ended its work at Three Mile Island 2? Had it completed what
5 it had set out to do?

6 A Yeah, basically the work was complete. There were
7 still some punch list items, some incomplete items of work,
8 which I cannot recall.

9 We did have, as I said before, some work with sub-
10 contractors, insulation, some minor items of work.

11 Q Can you recall how large that list --

12 A I don't understand your question about what we
13 set out to do.

14 Q As specified in the contract.

15 A Well, I answered that.

16 Q Can you estimate the size of the punch list items
17 which were uncomplete -- or incomplete at the time that UE&C
18 left the job?

19 A No, no, I couldn't estimate that.

20 Q Would you say it was large?

21 A Compared to what?

22 Q Compared to other units which you've been involved
23 in.

24 MR. SMOLENS: Large is a relative term, and it
25 might be relative to the project. The project might be a

1 big project; the project might be a small project; and how
2 you can compare punch lists on a project this size with a
3 punch list on a project of other sizes, I don't know. And
4 I don't know whether Mr. Nagle can do it.

5 THE WITNESS: I think the answer to Mr. Evans'
6 question has to be that I don't know at this point. I don't
7 know the extent of it, and I really couldn't say whether it's
8 large -- it was large or small. We'd have to do some research
9 on it.

10 BY MR. EVANS:

11 Q You didn't review any documents in preparation for
12 coming here today on your involvement with the project?

13 A Yeah, we reviewed -- I reviewed some documents, but
14 not specifically that.

15 MR. SMOLENS: I think what Mr. Nagle tried to do
16 was to assemble as many of the documents as were called for
17 in the September 5 thing. I don't know whether he reviewed
18 them or not, but I know you did try to get them together.

19 BY MR. EVANS:

20 Q Mr. Nagle, let me just ask one last question in
21 this area and then leave.

22 So you don't recall a number, a ball-park number,
23 of incomplete items on a punch list?

24 A No, I do not.

25 Q To your knowledge, was UE&C replaced by another

1 contractor at the Three Mile Island 2 unit?

2 A Yes, another contractor was brought in to finish
3 up the incomplete items and to do maintenance work.

4 Q And do you know the name of that contractor?

5 A Catalytic.

6 MR. SMOLENS: Mr. Evans, you used the word
7 "replaced." I wonder if that is a correct concept, or was
8 Catalytic to pick up the maintenance aspect of the project, or
9 was the word "replaced" correct?

10 THE WITNESS: As far as I'm concerned, you know,
11 unless we're going to fool around with semantics, why,
12 "replace" is okay. You know, the --

13 MR. SMOLENS: Okay.

14 MR. EVANS: Let's go off the record.

15 [Discussion off the record.]

16 MR. EVANS: Okay, let's go back on the record.

17 BY MR. EVANS:

18 Q Mr. Nagle, did you have any contacts with the people
19 from Catalytic as there was a change in the contractor at
20 the Three Mile Island 2 site?

21 A UE&C?

22 Q That's right.

23 A Yes, we did have some contact. We had interface
24 with them.

25 Q Could you describe that interface?

1 A Well, I started out with a meeting between
2 GPU, Catalytic and ourselves, GPU describing what they wanted
3 to achieve, which was an orderly turnover of whatever our
4 responsibilities were to GPU and Catalytic. That was a
5 meeting -- I don't recall when it was -- I was at the meeting,
6 the GPU project manager was at the meeting, and the Catalytic --
7 I presume he was a project manager -- was at the meeting, and
8 we set up some ground rules and broadly defined the scope of
9 the work remaining, that is the incomplete construction, because
10 the maintenance was not our responsibility at any time.

11 And following that, I suppose, we had some
12 additional meetings bringing additional people in, lower
13 level supervision, to effect an orderly turnover of the
14 responsibilities to GPU-Catalytic.

15 Q Do you recall when that meeting was in rough dates?

16 A I don't really recall. If I had to guess, I'd
17 say it was probably early '77.

18 Q Fine.

19 Do you recall the names of the people that attended
20 the meeting other than yourselves? You mentioned the GPU
21 project manager.

22 A Okay, now, we're talking about the first meeting
23 that I can recall and that was myself, Dick Hewert, R. W.
24 Hewert, Jr., project manager for GPU, I do not recall the
25 Catalytic's man's name. I think Bill Gunn, William Gunn, was

1 was there. I think his title at the time was site project
2 manager for GPU, reporting to Hewert. And I believe Roger
3 Reynolds was there with me.

4 MR. SMOLENS: Excuse me. Now you've been saying GPU,
5 Earl, and I know that in the wings there is also GPUSC. Now
6 when you say GPU, do you mean GPU or might you in some of
7 these instances be meaning GPUSC, which, as I understand it,
8 as a separate, although wholly-owned, corporation?

9 THE WITNESS: Well, Hewert and Gunn, to the best
10 of my knowledge, worked for the Service Corporation.

11 MR. SMOLENS: Okay.

12 MR. EVANS: Let me state for the record we
13 understand the relationship between GPU and GPUSC and we will
14 take that into account.

15 BY MR. EVANS:

16 Q I'm curious, Mr. Nagle, in knowing when you were
17 first informed that there was going to be this change of
18 contractors -- constructors, excuse me.

19 A Well, I'm guessing again, but it was probably nine
20 months to a year prior to that, effecting this in August of
21 '77. So it goes back about a year prior to that. It wasn't
22 any surprise. We didn't know it was going to be Catalytic,
23 but we did know we were going to follow the procedure we did
24 on Unit 1, wherein we carried the construction to a certain
25 point in completion and a maintenance contractor was brought

1 aboard to finish up whatever construction items remained, plus
2 take over the maintenance. But that's a guess. I don't know
3 when I was first informed of it. But it wasn't -- it wasn't a
4 surprise, by any means. We did that on Unit 1. We had reasons
5 for doing it on Unit 1. It worked well on Unit 1 and I'd
6 say, you know, we had no problem that they were bringing this
7 contractor onboard. We expected it.

8 But as far as when I was first made aware that we
9 were going to do it, hell, it might have gone back two or
10 three years to when we were doing it on 1.

11 Q Was your arrangement with GPU such that that --
12 determining when that change would be made was flexible?

13 A I don't really recall whether it was flexible. I
14 kind of think it was -- we picked a point in time and from
15 our schedule, work would be complete, construction work would
16 be complete to a point. And that was established by the
-- schedule as it was at that time, and as far as flexible, I
suppose it might have been flexible, but I really think we
picked a point in time and at that time point we effected the
change.

21 Q Could you estimate for me what percentage of
22 construction was complete at the time that you left the site?

23 A That's kind of difficult. I'd say, as a guess,
24 90 to 95 percent.

25 Q How does that compare with the completion, the

1 amount of construction that had been completed on Unit 1 when
2 you left that job?

3 A I'd say Unit 1 was in a more advanced state of
4 completion.

5 Q Do you have any explanation for the difference, or
6 is that just a matter of different sites?

7 A No, I don't have any explanation for it, for the
8 difference.

9 Q Mr. Nagle, this replacement which we've been talking
10 about of UE&C with Catalytic, if you'll allow me to use that
11 broad term, do you have any information that it reflected
12 some dissatisfaction on the part of GPU or any of its
13 operating companies with the performance of UE&C?

14 A No, I have no information of that nature. I never
15 even heard that.

16 Q Are you aware --

17 A I might add one thing: Going back to what I said
18 earlier, this is a plan devised on Unit 1 between us. We
19 collectively thought it worked effectively on Unit 1, so we
20 followed the same plan on No. 2. And as far as any dissatis-
21 faction with UE&C, I have no knowledge that that entered into
22 this decision at all.

23 I would think to the contrary. I've never heard
24 any dissatisfaction expressed as a reason for bringing
25 Catalytic in to replace UE&C.

1 Q Do you know if when Catalytic came on to the site,
2 it had a number of tasks to do which might be more properly
3 called construction rather than maintenance?

4 A I don't recall specifically, but I would say yes.
5 In addition to maintenance, as I understand it, there were
6 items of work for Catalytic to do that didn't fall under my
7 definition of maintenance. There were completion of construc-
8 tion.

9 Q Was that true also for Unit No. 1, that there were
10 matters for, I believe, the maintenance constructor --
11 contractor there was Gilbert?

12 A Kraus.

13 Q Kraus, thank you. Was it true that Cross also had
14 things which might more properly be called construction tasks
15 than maintenance tasks?

16 A No. Again, in my opinion, when Kraus came onboard
17 on Unit 1, there were only very minor completion of construc-
18 tion items to be done, and in fact, we might have completed
19 them, fence security, and that type of thing.

20 So, basically, when Kraus came onboard, in my
21 opinion, their function was mainly maintenance.

22 Q Do you know whether after Catalytic took over work
23 at Unit No. 2, it retained some of the craft labor which you
24 had originally hired for the project?

25 A No, I don't know for sure, but I would suspect that

1 they hired people that had previously been in our employ.

2 I mean, you know, it's an area labor pool, and
3 Catalytic operated union, the same as we did. So the labor
4 pool would be, I would assume, the same labor pool. They used
5 the same labor pool we did. I don't know that we actually --
6 well, period. I guess that answers the question. I don't
7 know who they hired, but I'm assuming they hired the building
8 trades people from Harrisburg.

9 Q I have just one last question in this broad area
10 of transition, and that is that I don't really understand
11 how it worked between UE&C and Catalytic and GPU. It's my
12 understanding from what we've talked about today that perhaps
13 90 to 95 percent of the construction was complete, but there
14 was still some to be completed.

15 Catalytic was principally a maintenance contractor;
16 came in, and had to assume some construction responsibilities.
17 Who directed the craft labor, if you know this, in completing
18 those projects which were still open when UE&C left the project?

A I don't know.

19 MR. EVANS: Could we go off the record for just a
20 minute?

21 [Discussion off the record.]

22 MR. EVANS: We can go back on the record.

23 BY MR. EVANS:

24 Q Mr. Nagle, I'd now like to turn back to your initial
25

1 involvement with the unit, with the project, with GPU.

2 Was there a master schedule set at the outset of
3 your contractual dealings with GPU?

4 A Well, I wasn't involved with it at that point in
5 time, but I assume there was a master schedule or target
6 schedule.

7 Q Did you ever see a copy of that?

8 A I don't know if I saw a copy of the original. I
9 have some schedules here in response to your request for
10 schedules, and I've gotten together everything that was
11 available, and we do have some very early schedules in this
12 package, and also some of the later ones.

13 Q Once you became involved with the project, were
14 you involved in setting the schedule?

15 A Yes.

16 Q And did the schedule change substantially through
17 the course of your involvement with the project?

18 A Yes.

19 Q Who would work out schedule changes?

20 A Well, that would be a combined effort between UE&C
21 and GPU, as far as the scheduling of the construction work.
22 We had nothing to do with the scheduling of the engineering work.
23 Or the scheduling of the suppliers under contract to GPU. But
24 the construction schedule would basically be formulated by
25 UE&C, reviewed with GPU, and approved by both of those.

1 Q When you say GPU, could you name who your contacts
2 were in setting that schedule?

3 A Yeah, the people that signed the schedule, myself
4 and Mr. Hewert. After Hewert became project manager. Subsequent
5 to that, there was a fellow named George Bierman, and I think
6 he was onboard about a year, after I was assigned, say roughly
7 through '71. I don't know when Hewert came onboard, actually,
8 as project manager, but I think it was about a year after I was
9 assigned.

10 Q So if I understand the process, UE&C would draft a
11 schedule for its construction work, then would meet with GPU
12 and eventually get approval for the schedule that had been set?

13 A Right. Broadly that's correct.

14 Q Would GPU in any way affect the schedule which you
15 had drafted? Ask you to move it up or slow it down or modify
16 it to meet their pacing items?

17 A I think the answer to that has to be yes.

18 Q Could you generalize whether there was a desire on
19 the part of GPU to speed it up or slow it down?

20 Let me clarify by completing that. To slow up or
21 speed down the construction schedule which you had set and
22 brought to them.

23 A Not any more than what I would consider normal
24 under the projects that I've had. You have to recall they
25 had control or were responsible for the pace of engineering.

1 Their review might factor in some things that we weren't aware
2 of. Engineering, availability of engineering information,
3 you know, might tend to slow the schedule down. As we
4 conceived the construction schedule, the information might not
5 be available when we needed it, we'd have to modify schedule
6 to accommodate that, or they'd have to modify the engineering
7 schedule to accommodate the construction schedule.

8 Q If I understand what you are saying, engineering
9 information and services were the pacing item?

10 A No, they could be. They were not always. They
11 could be.

12 You were talking about GPU review of the schedule
13 dictating an acceleration of the schedule or retarding of the
14 schedule, and I think the GPU input was based on the real life,
15 what was going on, rather than some arbitrary decision that,
16 you know, we want it sooner.

17 Q As the project progressed, did the availability of
18 the nuclear steam supply system affect the schedule which you
19 were working under?

20 A You want to explain that a little bit more?

21 Q Simply did the availability of the B&W portions of
22 the plant, when those units -- when that equipment could be
23 delivered to the site, did that affect the construction which
24 you were doing to prepare for that equipment?

25 MR. SMOLEN: I guess maybe what Mr. Evans is getting

1 at, what Babcock & Wilcox was doing or didn't do, did that in
2 any way affect your schedule? Did it slow you up, just to get
3 right to the nub of the thing?

4 MR. EVANS: That's right.

5 THE WITNESS: I don't recall that it did, but I
6 don't recall that it didn't.

7 BY MR. EVANS:

8 Q Did corporate financing problems affect your
9 schedules?

10 MR. SMOLENS: Whose corporate financing?

11 MR. EVANS: Excuse me. GPU's financing problems
12 or financing concerns affect UE&C's scheduling?

13 MR. SMOLENS: Assuming they had any.

14 THE WITNESS: I guess you're talking about cash
15 flow availability of flow, whatever. I don't know whether
16 they had problems or not, but there was the availability of
-- money -- did affect the TMI 2 schedule, starting in '74, and
- we have got some -- I have got a summary which you haven't
seen which I think if you would have no objection, we could
turn over to these people.

17 It's a history of the schedule, okay? We have
22 the schedules and you will see when you review them, that --
23 let's call it the original schedule, it's the earliest
24 schedule I could find. The completion date, whether it's
25 fuel order or commercial operation, is significantly earlier

1 on that than it is on the later one. And we've got a history
2 of that, to the best of our ability to accumulate it, and it
3 wasn't accumulated for purposes of this meeting. It was a
4 history that we wanted to have and we do have of our assessment,
5 UEC assessment, about what impacted the schedule, what stretched
6 it out.

7 MR. EVANS: I'd appreciate receiving that.

8 [Discussion off the record.]

9 MR. EVANS: Back on the record.

10 BY MR. EVANS:

11 Q Off the record, Mr. Nagle, I believe you were talk-
12 ing about the budget which GPU put United Engineers on in 1974.
13 Could you describe that a little bit more?

14 A Well, to the best of my recollection, it was some
15 time in mid-'74, probably in a meeting, whether it was formal
16 or informal, GPU informed us that the funds available for
17 Three Mile Island were whatever they were, were thus and so.
18 And as I recall, there were, oh, maybe seven or eight broad
19 categories that they had determined and they had budgeted the
20 available -- what I assume were available funds for Three
21 Mile Island. They budgeted them in seven or eight broad
22 categories and we sat down and reviewed it with them, and
23 they wanted us to make an assessment of what impact this would
24 have, if any, on the schedule, and we did that.

25 Q If there were financial concerns at GPU with regard

1 to its impact on Three Mile Island 2 unit, how would you become
2 aware of that, other than through the budget which you were put
3 on?

4 A That's the only method, the only thing I could
5 think of.

6 Q Mr. Hewert, for example, didn't have discussions
7 with you as to the financial problems that the company was
8 having in financing Three Mile Island 2?

9 A No. You know, problems is your word, but I don't
10 think we had any prior to this point in time -- I'm talking
11 about mid-'74 -- to the best of my recollection. I don't
12 recall any discussion with Mr. Hewert to that end, but we did
13 sit down, as I say, with Hewert some time in mid-'74, and
14 reviewed this GPU situation as they determined it, and we
15 worked to that end. They established a budget, reviewed it
16 with us, and asked me for whatever impact that would have on
17 the schedule, if any.

18 MR. EVANS: I'm going to ask the reporter to mark
19 as Exhibit 1107 a report entitled "Review of the Three Mile
20 Island Unit 2 Construction Project," prepared by the Touche,
21 Ross & Company.

22 [The document referred to was
23 marked Exhibit 1107 for
24 identification.]

1 BY MR. EVANS:

2 Q Mr. Nagle, just let me ask you, have you ever seen a
3 copy of what's been marked as Exhibit 1107?

4 A [Witness examining document.]

5 No.

6 [Discussion off the record.]

7 MR. EVANS: Let's go back on the record.

8 BY MR. EVANS:

9 Q Mr. Nagle, you told me that you've never seen a
10 copy of Exhibit 1107 before. Did you have any involvement
11 in the preparation of that report or any discussions with the
12 people who prepared that report?

13 A Well, I haven't seen it, and I don't know what's in
14 it. We did have some discussions with Touche, Ross relative
15 to Three Mile Island.

16 MR. SMOLENS: Whether it went into this report or
17 not, you don't know?

18 THE WITNESS: That's what I said, I don't know
19 what's in it, so I don't know whether that went in it, but we
20 did discussion with them relative to Three Mile.

21 MR. SMOLENS: Off the record.

22 [Discussion off the record.]

23 MR. EVANS: Back on the record.

24 BY MR. EVANS:

25 Q Mr. Nagle, I have a few more questions in this area.

1 What role did Burns & Roe have in setting the
2 schedules at Three Mile Island 2 while you were involved in
3 the project?

4 A Well, Burns & Roe, as you must know, was the owner's
5 engineer for Three Mile Island 2. They -- speaking for the
6 period of time I was associated with the project, the construc-
7 tion schedule, preparation of construction schedule, the construc-
8 tion schedule, was -- the preparation of it was the responsibility
9 of United Engineers, as I said earlier, reviewed with GPU and
10 approved by GPU and by myself.

11 Burns & Roe didn't have any direct -- they didn't have
12 any people working on the preparation of the construction
13 schedule, but as far as their role, they, I assume, had a
14 schedule of their engineering and the output thereof.

15 MR. SMOLENS: I think you said before that what
16 Burns & Roe did, although you may not have mentioned them by
17 name when you spoke earlier, what they did, did have some
18 impact on scheduling on construction. What Burns & Roe did
19 or didn't do, or the speed with which they did it --

20 THE WITNESS: Specifically he was asking as far
21 as the preparation of the schedule. I think that's what you
22 said, or was that my words?

23 MR. SMOLEN: No, that's what Mr. Evans asked.

24 THE WITNESS: Maybe that was my words. Obviously
25 the pace of the engineering output impacts the construction

1 schedule. This was factored in by GPU.

2 BY MR. EVANS:

3 Q Let me just ask directly: Did Burns & Roe repre-
4 sentatives attend meetings that you had with GPU, in which
5 construction schedules were discussed?

6 A Yes, from time to time, right, they did.

7 Q Were those meetings held on a regular monthly basis,
8 or just at random intervals?

9 A No, we had regularly scheduled monthly project
10 review or progress review meetings with Burns & Roe, GPU,
11 UE&C in attendance, and of course we discussed schedules at those
12 meetings.

13 Q From the earliest date of your memory with this
14 project, do you recall what was set as the date of commercial
15 operation of Unit 2?

16 A No, but I think we can find it in these -- either
- that document we were referring to earlier, or in this stack
- of schedules.

Q To your knowledge, did that date of commercial
operation slip through your involvement with the project?

17 A It didn't slip because of my involvement, but while
22 I was involved, the commercial operation date, if that's
23 what we want to use, did slip.

24 Q What is your understanding of the term commercial
25 operation?

1 A My understanding of commercial operation is the
2 plant is capable of 100 percent output and it's integrated
3 into the system.

4 Q By integrated into the system, do you mean synchronize
5 with the grid?

6 A Yeah. Uh-huh. It's available for 100 percent
7 of power, it's available for use by the system. Commercial,
8 that's the first time that the 100 percent power is available,
9 and is integrated into the grid. That, to me, would be
10 commercial operation. I'm not sure that's everybody else's
11 interpretation of it, however.

12 Q Again, focusing on the time where you were beginning
13 work on the project, did you have any difficulty in recruiting
14 craft labor that was necessary for a project of this size?

15 Let me specify: difficulty recruiting labor for
16 Three Mile Island Unit 2.

17 A The best that I recall, I don't believe we had
18 any problem in manning with craft labor the Three Mile Island
19 2 effort.

20 Q You use all union labor, I believe you've said
21 before?

22 A That's correct.

23 Q What is, in your opinion, or what was the most
24 difficult union to deal with in obtaining enough craft
25 laborers for Unit 2?

1 A I'll say again, to the best of my recollection,
2 I don't think we had any particular problem in manning Unit 2.
3 At one point in time, we did have difficulty obtaining
4 steamfitter-welders, but I don't recall whether that was Unit 1
5 or Unit 2 combination.

6 To the best of my recollection, I don't think that
7 had any impact on Unit 2 schedule, and we solved that problem.

8 Q How did you solve it?

9 A We solved it by dealing with the local union and
10 the international. We also advertised, set up a recruiting
11 campaign, brought welders in from other parts of the country,
12 if you will, with the cooperation of the UA, United Association,
13 and the local.

14 Q Mr. Nagle, are you familiar with an incident
15 involving a faulty weld that was uncovered in an anchor bolt
16 at Unit 2?

17 A No.

18 Q Were you aware that the NRC investigated such a
19 faulty weld?

20 A No.

21 Q Are you aware of when I say anchor bolts -- let me
22 ask, are those everywhere in the unit, or in specific areas of
23 the unit?

24 A No, anchor bolts are throughout the plant.

25 Q One last question in this area: Were you contacted

1 by anyone from the NRC in March of 1978 in connection with
2 an investigation into welding that had occurred at Unit No. 2?

3 A No, I personally wasn't contacted by NRC relative
4 to welding on Unit 2, and I doubt, best of my knowledge, no
5 one in UE&C was.

6 Q I'd like to turn to a slightly different area now
7 and ask you a couple of questions about the subcontractors
8 who worked with UE&C at Unit No. 2, and I'd like you to
9 explain briefly, if you can, what area of responsibility or
10 work these subcontractors were involved in.

11 Could you tell me what AC&S, Incorporated did under
12 subcontract with UE&C?

13 A To the best of my knowledge, AC&S is an insulating
14 company, and they did certain portions of the insulation.

15 MR. SMOLENS: You used the phrase, Mr. Evans,
16 "under subcontract with UE&C." Sometimes these people, as I
17 understand it, may have worked as subcontractors for UE&C,
18 but because of the nature of the UE&C's operation, very often
19 they would be direct contractors with the owner.

20 Now I'm not sure as to the status of the company
21 that you just mentioned, whether they would be a subcontractor
22 or whether they would be a direct contractor with the owner.

23 BY MR. EVANS:

24 Q Let me attempt to avoid the legal distinctions
25 and just ask what you know of their work at the site.

1 Can you tell me what Conam Inspection Division of
2 Nuclear Energy Services, Inc. did at the site?

3 A The main thrust of Conam's work was the non-
4 destructive testing.

5 Q Can you tell me what Oliver B. Cannon & Son, Inc.
6 did?

7 A Painting contractor, special coatings.

8 Q Can you tell me what M. J. Doyle did at the site?

9 A Heating, ventilating and air conditioning.

10 Q Mr. Nagle, did UE&C prepare a final report, either
11 to GPU or for internal distribution, on its work at Unit No. 2
12 after it completed its responsibilities there?

13 A When you say final report, any kind of final report?

14 Q A summary of its work and involvement at the site.

15 A Well, we talked earlier about a summary of the
16 schedule, okay? We also have a final revised estimate and
17 cost report prepared in accordance with the format that GPU
18 established.

19 Best of my knowledge, these two documents are the
20 only ones that fit the general description of what you're
21 talking about as far as final report.

22 Q Did GPU request from you a specific report after
23 your work at the site ended?

24 A Yes, and that's the one I referred to. We call it
25 the Metropolitan Edison Company TMI Nuclear Station Unit No.

1 2 Final Revised Estimate and Cost Report.

2 Q Is that in any way comparable to a final accounting
3 of the contract, monies owed between the parties?

4 A Which parties?

5 Q GPU and UE&C.

6 A No.

7 Q What is its purpose?

8 A Its purpose is it's basically a history of the cost
9 estimate, if you will. I guess that's not correct. It's
10 the final cost report and revised estimate.

11 Q And you're willing to make that available to us?

12 A Sure. Well, not today. I don't know how in the
13 hell we're going to reproduce that, but we can make it available.

14 Incidentally, all the documents that we have are
15 also in the possession of GPU, to the best of my knowledge.
16 At least they were given copies over the course of the job of
17 all the documents that we're looking at today.

18 MR. SMOLENS: I think what Earl's getting at is
19 you may have -- I don't know, either you or some of the other
20 folks working on this, may have some of the stuff that you're
21 asking us for. Not that we will use that possibility as a
22 reason not to furnish them, I don't think.

23 BY MR. EVANS:

24 Q Mr. Nagle, let me ask you if any of the reports
25 which are present today or you have available, would allow us

1 to examine the number of overtime hours people worked at the
2 site while UE&C was involved. Is there a manpower chart, man-
3 hours worked?

4 A I'm not sure, but I think you may find some informa-
5 tion like that in this final revised estimate and cost report.

6 Q Can you describe for you -- excuse me. I didn't
7 mean to interrupt you.

8 MR. SMOLENS: No, go ahead.

9 THE WITNESS: Well, I can't find it immediately, but
10 I think that information is in there, at least in summary form.

11 BY MR. EVANS:

12 Q Can you describe for me your quality assurance
13 program, if one existed, for UE&C for work at the Three Mile
14 Island 2 site?

15 MR. SMOLENS: Do you want to specify what you mean
16 by describe it? As I understand, on the table in front of
17 you are two volumes that encompass the quality assurance
18 program, and I don't know what you mean or what you've asked
19 Mr. Nagle to describe it, whether you mean to categorize it
20 as weight or large. As you can see, it's quite a voluminous
21 compendium there which will be made available to you.

22 BY MR. EVANS:

23 Q Let me try to approach the question this way:

24 Did UE&C have a separate quality assurance, quality
25 control program from that of GPU?

1 A Yeah, we have. Like any nuclear jobs that I've
2 worked on, or aware of, the owner as the licensee has a QA
3 program or a QA plan which is submitted and approved by NRC,
4 as far as I know, and then the contractors or construction
5 managers prepare their own QA-QC plan in accordance with the
6 owner's commitment to the NRC through their plan, and what's
7 in front of you is the UE&C quality assurance plan and quality
8 control procedures for TMI 2. And we conducted our business
9 in accordance with this plan and procedures, and also, of
10 course, in accordance with the owner's QA plan.

11 Q Did that require coordination between the two QA
12 plans?

13 A No, our plan and procedures were in accordance
14 with the commitment of the owner's plan to the NRC, so it
15 wasn't a case of coordinating. These are also approved by
16 the owner.

17 Q Let me just complete this by giving you a
18 hypothetical situation. If something was detected through
19 your QA program, would you then report to the licensee what
20 had been found through your procedures? Or would you just
21 make an attempt to correct the procedures?

22 A No, no -- say that again.

23 MR. EVANS: Would you read back the question?

24 No, I'll make it easy for you. I'll ask a
25 different question.

1 BY MR. EVANS:

2 Q If your QA program uncovered a problem, what would
3 be the next step?

4 A Any deficiencies or problems, as you call them,
5 that were recognized through the implementation of our plan
6 were brought to the owner's attention, if you will. There
7 were no deficiencies that were handled unilaterally by UE&C
8 or any of our contractors.

9 Q Do you recall while you were involved with Unit No.
10 2 whether deficiencies were in fact uncovered through the QA-
11 QC program of UE&C?

12 A Yes, there were.

13 Q Would you characterize those as being a large
14 number of deficiencies as compared to a similar size project
15 with which you've been involved?

16 A No, I wouldn't characterize them as that, no.

17 Q And all of these deficiencies were made known to the
18 licensee?

A Oh, yes.

19 Q What was the vehicle for making those known?

20 A I think what you'll have to do is examine our QA
21 plan and QC procedures in conjunction with the owner's. There
22 is -- it's too difficult for me to describe it at this time,
23 but it's all in those documents.

24
25 Q Let me just ask a question on that. Was it -- was

1 the vehicle something in writing, or was it in formal meetings
2 or oral discussions?

3 A No, everything was formal, everything was formal.
4 Everything was in writing.

5 Q Can you tell me if any of those deficiencies
6 resulted in your involvement or discussions between UE&C and
7 the NRC?

8 A I don't recall specifically, but they must have,
9 through the owner, you know. We're not the licensee, so our
10 association or interface with the NRC is through the owner.

11 Q At the time that you were working on Unit No. 2,
12 do you know if 10 CFR Part 21, that is requirement in the NRC
13 regulations that reports be made, were you -- was that in effect
14 while you were working on Unit No. 2?

15 A Can you tell me what date it was in effect?

16 Q I believe it was shortly after the Reorganization
17 Act of 1974.

18 A I don't think 10 CFR 21 was in effect that early.
19 I'm not quarreling with you, but the best of my recollection,
20 10 CFR 21, the implementation thereof, was required subsequent
21 to our involvement at Three Mile Island.

22 Q Fine.

23 A Best of my recollection.

24 Q Mr. Nagle, have you ever heard anyone discuss the
25 possibility of industrial sabotage at Three Mile Island Unit

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1 No. 27

2 MR. SMOLENS: By the possibility, do you mean the
3 possibility that it did occur, or the possibility that it
4 might occur, and therefore should be watched out for? I'm
5 not sure what you mean when you say the possibility.

6 BY MR. EVANS:

7 Q All of the above. What I'm after is --

8 A I understand.

9 Q Okay.

10 MR. SMOLENS: Before you answer, have you got any
11 better reading now on how much longer you're going to go?

12 MR. EVANS: Off the record.

13 [Discussion off the record.]

14 MR. EVANS: Back on the record.

15 On the record.

16 BY MR. EVANS:

17 Q Mr. Nagle, before we went off the record, I had
18 asked you a question as to whether you were aware of any
19 concerns of industrial sabotage at Unit No. 2.

20 A Any specific instances, you mean?

21 Q Instances of industrial sabotage which you're
22 aware of, but also people being concerned with the possibility.

23 A Okay, I'm not aware of any specific instances of
24 industrial sabotage, to the best of my recollection. I don't
25 recall any discussions about specific instances of industrial

1 sabotage.

2 MR. EVANS: Off the record.

3 [Discussion off the record.]

4 THE WITNESS: As far as an awareness, you know, we
5 do have -- we did have a security plan. We did have a security
6 force, and one of the purposes of having the plan and the
7 force was to prevent industrial sabotage, among other things.
8 But I don't recall any specific instances, either in discus-
9 sion of them or in fact instances of industrial sabotage at
10 Three Mile Island 2.

11 BY MR. EVANS:

12 Q Let me ask one question, and we'll complete this
13 and take a break:

14 I'd like to make a statement, and then have you
15 comment upon it.

16 The statement is that UE&C was concerned that
17 craft laborers might attempt to intentionally damage work
18 that had been done at the site in order to prolong their
19 work schedule at the site, and for that reason UE&C was
20 concerned with that type of, if you will, industrial sabotage.

21 Would you comment on that statement?

22 A Is that your statement? That's a statement that
23 somebody made?

24 Q It is a statement. Do you have any comment on it?

25 A No, I don't think our concerns for industrial

1 sabotage at Three Mile Island 2 were any greater than at any
2 of our other projects. I'm not sure -- are you saying that
3 that's a statement that someone had made, or that's your state-
4 ment? Or that's a statement that's attributed to UE&C?

5 Q It is not a statement that has been attributed to
6 UE&C.

7 A Okay. I don't think -- I don't know if this is the
8 answer to your question, but I don't think our concerns
9 about industrial sabotage were greater than at any of our
10 other nuclear projects.

11 Q Would you say they were not directed toward the
12 fear of what craft laborers were doing?

13 A There's always that concern, but again I don't think
14 it was any greater at Three Mile Island 2 than anywhere else
15 in my experience.

16 MR. EVANS: Let's take a five-minute recess, and I'd
17 like to state on the record that I have promised the
18 participants in this interview that we will be done at 12:30
19 today.

[Recess.]

20 MR. EVANS: Let's go back on the record, and
21 attempt to hit areas which we might have missed.

22 BY MR. EVANS:

23 Q Mr. Nagle, let me ask you if in the course of your
24 involvement with Unit No. 2, anyone expressed to you the
25

1 concern that the construction schedule was being rushed, that
2 too much was being done too quickly?

3 A No. Nobody did.

4 Q Would you characterize your instructions, your
5 scheduling directions from GPU, as being indicative of a rush
6 to complete that unit?

7 A No more than was normal in my experience.

8 MR. EVANS: Mr. Vandenberg has some questions in
9 other areas.

10 BY MR. VANDENBERG:

11 Q Thank you.

12 Mr. Nagle, the questions I have, some are clarifica-
13 tions of things we've talked about this morning, and a couple
14 of new areas.

15 Back on the contract dated March 1st, 1969, we
16 talked about earlier, I believe you referred to that as being
17 your original contract. Was it amended during the time UE&C
18 was at the site?

19 A It could have been. There could be some amendments;
20 I'm not really sure. The contracts and amendments usually
21 are normally handled in UE&C by our Business Development group.

22 Q And in the document prepared by Planning &
23 Scheduling Department in September 1977, could you clarify for
24 me the meaning of the columns target system operation and
25 forecast system operation?

1 MR. SMOLENS: Those are separate questions, two
2 separate columns.

3 THE WITNESS: Yeah.

4 [Witness examining document.]

5 Okay. I don't think I can specifically -- one of
6 these may be a misnomer here. The best that I recall, at
7 some point during the construction of Unit 2, we established,
8 GPU established two discrete names for completion, if you
9 will, okay?

10 Now let me try to explain that. To the best of
11 my recollection, target system operation was the date that
12 the project, if you will, being generic, the construction, that
13 was the commercial operation date, for purposes of our
14 scheduling.

15 This forecast system operation, I don't believe
16 that's the correct term. I think we had -- GPU used in addition
17 to target system operation, which the project activities were
18 directed towards completion of the plant, GPU had another date,
19 I think they call it their financial planning date, which was
20 some months later than the date we were working towards, as
21 far as construction of scheduling.

22 BY MR. VANDENBERG:

23 Q Well, let me see. This report was prepared by UE&C;
24 is that right?

25 A Uh-huh.

1 Q Did UE&C contemplate that its work under this March
2 1st, 1969 contract would continue up to the commercial opera-
3 tion date?

4 A I think you'd have to look at the contract as to
5 what was contemplated, you know. I didn't participate in the
6 contracting for the unit.

7 Q Well, when did you expect UE&C's work to terminate
8 absent a replacement by the other constructor?

9 MR. SMOLENS: Excuse me, would you read that back,
10 please.

11 [The reporter read the record as requested.]

12 MR. SMOLENS: I'm going to suggest, and Mr. Nagle
13 can correct me if I'm wrong, it seems to me that your question
14 can't be answered unless you want to tell -- give Mr. Nagle a
15 date at which time he thought UE&C's work would be completed.
16 Because, as I gather, Mr. Nagle said in response to some
17 questions from Mr. Evans, the date changed from time to time.
18 Your expected completion date changed from time to time,
19 didn't it, Earl?

20 THE WITNESS: Yeah, but -- are you asking -- you're
21 not asking for a date, you're asking for an event; is that
22 correct?

23 MR. VANDENBERG: That's correct.

24 THE WITNESS: Not specifically a date, but we
25 contracted to build a plant, and he's asking, you know, when

1 did we expect to leave? At fuel load, commercial operation,
2 so forth? Is that what you're asking?

3 MR. VANDENBERG: Exactly.

4 MR. SMOLENS: And what I was suggesting was that
5 your notion as to when you would be leaving or when you would
6 be completed, your notion as to when that would occur would
7 change from time to time, I thought. Or am I wrong?

8 THE WITNESS: The date would change, right.

9 MR. VANDENBERG: The date would change, but would
10 the event change?

11 THE WITNESS: I don't think the event would change.

12 Now let me just reiterate what I said. You know,
13 I didn't participate in writing the contract, so I guess I
14 don't know really what the intent was of the contract, but I
15 would assume the intent was that we were to carry the construc-
16 tion of the job from whatever the -- you know, construction
17 permit, or we did some limited work authorization type of
18 stuff from the time we actually started to work in the field
19 through commercial operation, my definition of it. Recognizing
20 that, you know, basically -- not basically. If you're going
21 to load fuel, the plant is complete. Okay? So the way I
22 understand this business, and the way I've worked on this
23 and other nuclear plants, at fuel load construction is
24 complete. You're not going to get a permit to load fuel if
25 your construction is not complete. Okay?

1 We did have, perhaps not when that contract was
2 signed, but we did have some people involved under the direction
3 of GPU in their test and start-up program, probably even through
4 power range testing, but saying again it would be my assumption
5 when we contracted to do the work, it was from start of the
6 construction through commercial operation. At that point in
7 time we were finished, recognizing that we had very, very little
8 input other than start-up engineers working with GPU from
9 fuel load to commercial operation.

10 BY MR. VANDENBERG:

11 Q During the last couple of years when you were
12 there at the TMI site, who was your prime contact from the
13 GPU companies?

14 A Mine?

15 Q Yes.

16 A Dick Hewert.

17 Q And could you also describe your contacts, Mr.
18 Nagle, with NRC during your time you had responsibilities for
19 TMI 2?

20 MR. SMOLENS: Mr. Nagle's personal contacts?

21 MR. VANDENBERG: Yes.

22 MR. SMOLENS: Okay.

23 THE WITNESS: Well, I had very little direct
24 contact with NRC. You're talking about me, personally, or
25 the UE&C organization, or both?

1 BY MR. VANDENBERG:

2 Q Why don't we do both? Let's do both.

3 A Let's do both. That's easier.

4 We had no direct contact with AEC or NRC at Three
5 Mile Island, other than through the owner. Basically our
6 contact was during the periodic audits, NRC audits. We were
7 asked to participate in whatever manner the owner decided was
8 necessary in the audits, and the exit interviews, and a
9 disposition of any findings.

10 There was no unilateral association or contact
11 between NRC and UE&C. That's to my knowledge.

12 Q When you say unilateral, you mean any contacts,
13 that you just decided to contact NRC, and there was none of
14 that?

15 A Not to my knowledge.

16 Q Were you present for any testing of components or
17 other kinds of testing of equipment at TMI 2, as opposed to
18 the construction?

19 A UE&C?

20 Q Yes.

21 A We did -- we had a -- some 30, 35 test and start-
22 up engineers working directly with GPU. This was separate
23 from our construction effort.

24 Q Under a separate contract or part of the same
25 contract?

1 A I think it might have been an amendment, okay? And
2 it might have been an amendment to this contract or to Unit 1
3 contract, I'm not sure. But that's immaterial. But the point
4 is we did have 30, 35 test, start-up people working on the
5 GPU test, start-up organization under the direct supervision
6 of the GPU test superintendent, if you will.

7 Q And they may have been working on Unit 1?

8 A They worked on Unit 1, they worked on Unit 2.

9 Q Thank you.

10 Did UE&C experience any difficulties in purchasing
11 the materials that were needed to construct TMI 2?

12 A What sort of difficulties?

13 Q Difficulties in getting materials on time; difficulty
14 in obtaining materials at all; difficulties with quality.

15 A I think the answer to all those has to be yes.
16 I don't think they were abnormal difficulties, but, you know,
-- obtaining materials is always a problem. Timely delivery
-- thereof.

17 Q Was there one kind of material that was especially a
18 problem?

19 A Not that I recall. We didn't, you know, we didn't
20 purchase everything for Three Mile Island, and I'm not
21 prepared to list things that we did buy. But in general, the
22 engineered -- what I call engineered items were purchased
23 by the owner to specifications written by their engineer.
24
25

1 Nuclear steam supply system is one; turbine generator pumps,
2 valves. In the main, any of that engineering equipment was
3 purchased by GPU. Actually it was purchased by the member
4 companies, either Met Ed or Jersey Central, to requisitions
5 by Gilbert or Burns & Roe.

6 We did buy some valves, small valves, reinforcing,
7 that type of thing. But I'd say we didn't have any more than
8 the normal difficulties.

9 Q Do you recall who the UE&C purchasing agents were
10 for the TMI 2 project?

11 A Well, we had some -- we had Home Office purchasing.
12 What do you want? Names?

13 Q Yes.

14 A Home Office Purchasing, our purchasing manager is
15 Ed Case. Home Office buyer, early on, I think was Art Gilbert,
16 and we have field purchasing agents on most of our jobs, and
we did at Three Mile Island 2, and we had several during the
course of the job. Joe Cane, and any of the other names escape
me. But we had three or four others.

17 Q I have one last question, Mr. Nagle. Could you
18 describe the change, if any, of the responsibilities for
19 construction of TMI 2 among UE&C, GPU Service Corporation, and
20 Metropolitan Edison, as the project progressed?

21 A Do you want to restate that? I don't understand
22 what you mean.
23
24
25

1 Q Did you see any change in the division of
2 responsibilities for completing TMI 2 among UEC, GPU Service
3 Corporation, and Met Ed? Did one of those companies perhaps
4 take a larger share of overseeing or directing the project?

5 A Compared to Unit 1, did you say?

6 Q No, just compared to the time you started your work
7 there.

8 MR. SMOLENS: Larry, I take it what you're asking
9 Mr. Nagle is whether there was during the time that he was
10 involved in the project, a shifting of responsibility from
11 one or another among those three entities that you mentioned.
12 Is that what you are asking?

13 MR. VANDENBERG: That's another way of saying it.

14 MR. SMOLENS: Whether there was any shifting of
15 responsibility to or from UE&C, Met Ed, GPUSC, I think were
16 the three.

17 THE WITNESS: Well, I only go back to December '70.
18 At that time, as I mentioned earlier, I dealt with the Met Ed
19 project manager, okay? GPU Service Corporation, I had no
20 contact with him. I've not even sure they had a service
21 corporation at that time. And I think that continued for
22 about a year with this fellow Bierman. He was the project
23 manager for Met Ed, if you will.

24 Subsequent to that, the service corporation was
25 formed, to the best of my recollection, and they changed

1 the management of the project from Met Ed to GPU Service
2 Corporation. And at that time Bierman left, and Hewert came in.
3 He was an employee somewhere in their system, but he wasn't
4 project manager for Three Mile Island 1 and 2, when I first
5 got onboard, and I think it was about a year later the
6 service corporation was formed and implemented. And some time
7 shortly thereafter, Hewert was assigned as project manager,
8 and Bierman went elsewhere.

9 That's the only change that I can think of.

10 BY MR. VANDENBERG:

11 Q Did that change affect the kind or quality of
12 direction that UEC was given?

13 A Yeah, I think it did. At least the change in
14 individuals. I don't know whether it had anything to do with
15 the corporate change or not. But, you know, in my opinion,
16 Hewert was a more astute manager than Mr. Bierman was.

BY MR. EVANS:

Q Final question:

You mentioned the involvement of UE&C test engineers.
Did you receive reports from them in addition to their direct
line authority to the GPU people?

22 A Let me try to answer that this way:

23 The best that I recollect, they got their
24 technical direction and their day-to-day work assignments from
25 GPU test supervisor. They were on site, they were UE&C

1 employees, so administratively we controlled them through
2 our resident manager. I don't recall receiving reports
3 directly. Reports would be available to me. I may have
4 received copies of them, but I'm sure that the -- I'm not
5 sure what kind of reports you're talking about. There were
6 many kinds of reports, but the -- we have a manager of that
7 test start-up group in the home office, and all of our test
8 engineers are assigned to projects by him, and they work -- they
9 report directly to him.

10 So in this case they'd be working their day-to-day
11 work at Three Mile Island under GPU test supervisor, but they
12 also have a parallel reporting responsibility back to their
13 manager here in Philadelphia, which doesn't mean that every
14 report that was generated -- at least I don't think so -- came
15 back here, but they were all available.

16 Q And you personally didn't look at those tests --
17 when I mean report, I mean the results of the tests which they
18 were involved in, and it's my understanding that those might
19 find their way back here.

20 A Yeah, they could be available, they could find
21 their way back here.

22 MR. SMOLENS: This is start-up testing we're
23 talking about, is it?

24 THE WITNESS: Yeah, I kind of think that -- yeah,
25 test results and so forth were not reported on a case basis

1 back here. I'm sure there was a reporting responsibility on
2 a monthly basis or a weekly basis between our lead test
3 start-up man and his manager back here in Philadelphia.

4 As far as I was concerned, there was no great need
5 for me to get reports of the test start-up program. It
6 wasn't my responsibility. It was the responsibility of the
7 test start-up program, lies solely with the GPU Service
8 Corporation and test superintendent.

9 BY MR. EVANS:

10 Q Let me ask you, Mr. Nagle, as a representative of
11 UE&C if you'd be willing to locate those monthly reports for
12 us and make them available.

13 A Which monthly reports?

14 Q The monthly reports which I understand you to
15 suggest were made available --

16 MR. SMOLENS: May have been made available.

--
BY MR. EVANS:

17 Q -- may have been made available, Mr. Smolens has
18 corrected me -- to your start-up, manager of start-up services
19 here at UE&C from the people at Unit No. 2.

20 A Yeah, if they do exist, we'll make them available.

21 Q Fine. Thank you.

22 A Remember, now, I said I would assume that they
23 had some reporting responsibility back here.

24 Q I understand, and I'm not asking you to create
25

1 something that doesn't exist. But we'd like to see it.

2 A Okay.

3 Q Mr. Nagle, have you talked with anyone else with
4 regard to the Three Mile Island 2 accident? The President's
5 Commission, or any other investigation group?

6 MR. SMOLENS: Excuse me. Do you mean official
7 organizations? You don't mean cocktail party chitchat or
8 things of that sort, do you? You mean has Mr. Nagle been
9 interrogated by folks much as you are doing now? Is that what
10 you mean?

11 MR. EVANS: I accept that definition of the question.

12 THE WITNESS: No, I haven't, no.

13 BY MR. EVANS:

14 Q Do you have any other information regarding the
15 Three Mile Island plant or the accident which should be made
16 available to us?

17 A Not to my knowledge.

18 Q Do you have any areas you think we should be looking
19 at in the future as we continue this investigation?

20 A No.

21 Q Mr. Nagle, at this time, barring any further
22 questions or any comments that your counsel would like to
23 make, I'm going to recess this deposition, rather than
24 terminate it. It is our intention to complete all our
25 questions here today, but if we uncover new areas in the

1 future which we'd like to go into, we'd like to call on you
2 again.

3 I will note for the record that Mr. Smolens
4 believes this is not in the formal sense a deposition, but
5 nonetheless I would like to leave this open, should the need
6 arise for further questions.

7 A I don't have any --

8 MR. SMOLENS: It doesn't require any comment, Earl.
9 We will take note of your comment, Mr. Evans.

10 MR. EVANS: Thank you very much.

11 [Whereupon, at 12:30 p.m., the deposition
12 was adjourned.]

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