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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION
before the
ATOMIC SAFETY AND LICENSING BOARD

In the Matter of)	
)	
TEXAS UTILITIES ELECTRIC)	Docket Nos. 50-445-OL and
COMPANY, et al.)	50-446 OL
)	
(Comanche Peak Steam)	
Electric Station, Unit 1))	
)	
)	

APPLICANTS' RESPONSES TO CASE'S 6/30/86
INTERROGATORIES AND REQUEST FOR DOCUMENTS
AND MOTION FOR PROTECTIVE ORDER

GENERAL OBJECTIONS

Discovery Regarding Walsh/Doyle Issues

CASE seeks in the instant requests substantial information regarding the so-called "Walsh/Doyle issues" that can only be described as relating solely to the litigation history of those issues. Many of those requests exceed the bounds of discovery presently authorized with respect to Walsh/Doyle issues. Applicants set forth specific objections to those requests hereinafter. We describe immediately below, however, the nature and basis for our objection.

At present, the Board has authorized discovery related to Walsh/Doyle issues in two contexts. First, the Board authorized CASE to take additional discovery regarding certain matters related to the motions for summary disposition on Walsh/Doyle issues.¹ All that remains from that exercise is certain follow-up questions concerning answers already filed. The instant requests are not those follow-up answers. Second, the Board authorized discovery generally "if it relates to the activities or findings of the Staff's TRT or the Applicants' CPRT that are directly or indirectly related to Contention 5."² Many of the instant requests concerning Walsh/Doyle issues are not related to those efforts.³ For these reasons, Applicants object below to interrogatories which constitute no more than additional general discovery concerning Walsh/Doyle issues. To the

¹ Memorandum (Reopening Discovery; Misleading Statement), LBP-84-56, 20 NRC 1696, 1702 (December 18, 1984).

² Memorandum and Order (Current Status of Discovery), August 16, 1985.

³ Those questions were formulated for (and filed in) the CPA docket, and thereafter were simply exported wholesale to the OL docket. This would explain the propounding of interrogatories factually heedless of limitations previously imposed in the OL docket. As will be discussed more thoroughly below, such discovery in this proceeding is inappropriate.

extent CASE's questions are within the scope of authorized discovery (as will be seen, Applicants have generously interpreted those requests), and are not otherwise objectionable, Applicants have sought to respond.

Duplication of Discovery Sought in Another Proceeding

Applicants previously voiced their objections to CASE's filing of discovery in this proceeding which merely duplicates discovery filed -- and stayed -- in the construction permit extension proceeding.⁴ As Applicants noted, attempts to conduct discovery in such manner runs afoul of established principles in Federal civil practice that discovery may not be used "merely to subvert limitations on discovery in another proceeding." Wilk v. American Medical Association, 635 F.2d 1295, 1300 (7th Cir. 1980). Where discovery is "designed primarily to serve as a vehicle of preparation" for another case, issuance of a protective order limiting such discovery is appropriate. Beard v. New York Central R.R. Co., 20 F.R.D. 607, 610 (D. Ohio 1957). In this instance, the instant requests are identical to those filed in the CPA docket. CASE acknowledges this fact, describing the CPA docket as a

⁴ See "Applicants' Response to CASE's Interrogatories and Requests to Produce (July 2, 1986) and Motion for Protective Order," filed July 16, 1986, at 2-3.

"companion" proceeding.⁵ Applicants submit that CASE's approach to discovery flouts the principles described above and imposes additional burdens on Applicants that they should not be forced to bear.

In the first instance, contrary to CASE's assertion, the two dockets are not "companion" proceedings. The issues in the two proceedings are distinctly different, albeit involving the same plant. Whereas some overlap of relevant information is inevitable, in no way can either the scope or nature of the issues be described as identical.⁶ Yet CASE filed over 150 requests (including subparts) in both proceedings which it admits to be "identical." Even a generous application to these facts of the above principles regarding duplicative discovery compels the conclusion that CASE sought to obtain through discovery in one proceeding

⁵ Interrogatories at 1, n.1. CASE further takes it upon itself to instruct Applicants that if the information requested was already provided in another proceeding, Applicants should identify the answer or document so provided, but that if Applicants previously objected to answering "Applicants must reassert the objection as applicable to this proceeding or answer the interrogatory." Interrogatories at 31.

⁶ Indeed, we believe the Commission has made clear its view that the borders of construction permit extension litigable issues are marked primarily by the consideration that construction permit extension cases and operating license cases are not intended to overlap into the same areas. Washington Public Power Supply System (WPPSS Nuclear Project Nos. 1 & 2), CLI-82-29, 16 NRC 1221, 1228-29 (1982).

information which it intended to use but either was, or potentially could be, precluded from obtaining in the other proceeding.

Further, this practice imposes upon Applicants the burden of twice reviewing and formulating answers or objections to these questions. Indeed, many of the questions obviously apply to one, but not the other, proceeding. Nonetheless, CASE made no attempt to tailor the requests to the respective proceedings in which they were filed. Applicants submit that such a practice is precisely that which is foreclosed by the above principles.

Despite CASE's apparent attempt thus to subvert the discovery process, and in the interest of prompt resolution of the matter, Applicants nonetheless attempt below to respond to CASE's requests rather than standing upon this plainly valid general objection. We request that the Board, however, again remind CASE that it has a duty to formulate and submit discovery requests designed to obtain information relevant to, and for use only with respect to, issues in the proceeding in which it is filed. Applicants will ask the Board to strike any similar wholesale exports from one docket to the other filed in the future that lack proper reformulation and resubmission. Applicants have demonstrated their willingness to dedicate substantial resources to responding to proper discover requests. Applicants should not be repeatedly burdened with having to

cull through CASE's requests to weed out questions the primary purpose of which is to obtain information for use in another proceeding.

Discovery Relating to CPRT

To the extent that these interrogatories or document requests call for results of CPRT activities: (i) the CPRT Central Files have been and will be produced for inspection and copying in the manner and at the time set forth in the Applicants' responses to the interrogatories propounded by CASE under date of 8/27/85; (ii) the CPRT Working Files for action plans that are completed have been produced for inspection and copying by CASE; and (iii) the Working Files for action plans that are still in process will be produced for inspection and copying in the manner and at the time set forth in the same responses. The responses that follow do not include such information regarding CPRT activities as has already been produced or will be produced when completed.

Discovery Regarding Minority Owners of CPSES

Under the terms of the Joint Ownership Agreement dated January 2, 1979, as modified and amended, governing Comanche Peak Steam Electric System Project, the Texas Utilities Electric Company ("TUEC") is the designated agent of all the owners of the Project, and has been granted sole authority and responsibility for the design, construction, licensing,

operation and maintenance of CPSES Units 1 and 2. As Project Manager, TUEC is further granted complete possession and control of the Project.

The responses to these Interrogatories are therefore, except where otherwise specifically noted, those of the Project Manager TUEC. In the few instances where the Intervenor has specifically requested that certain questions be posed to the "Minority Owners of the Project," the responses of Brazos Electric Power Cooperative, Inc., Tex-La Electric Cooperative of Texas, Inc. and Texas Municipal Power Agency are so identified and set forth, and such responses, including their respective invocations and assertions of privilege and attorney work product, are the responses of each such owner so identified and set forth.

Motion for Protective Order

To the extent required under the Commission's Rules of Practice, the Applicants move for a protective order in accordance with the objections and responses that follow.

Interrogatory 1:

1. Identify all listings, reviews, diagnoses, evaluations, consultant reports, in-house audits, handwritten notes, or other documents which list, itemize, and/or summarize what have come to be commonly known as the Walsh/Doyle Allegations. Also identify the document which Applicants consider to be the document which identifies all of the Walsh/Doyle allegations and the document which best summarizes them (if these are not the same document, please so state and identify both specifically).

Objection:

In addition to the objections set forth in the General Objections section above, this Interrogatory is objected to on the grounds that it requests information regarding investigations which are still in progress and as to which no final conclusions or evaluations have yet been formulated. For that reason, inter alia, the interrogatory seeks information which is irrelevant to the issues comprised within the Contention No. 5 and which would be unreasonably burdensome to obtain in light of the fact that it would not be reasonably calculated to lead to the discovery of admissible evidence.

The Applicants further object to this interrogatory on the ground that the term "Walsh/Doyle allegations" is neither defined nor limited, so that a request to itemize those documents that "list, itemize and/or summarize" those allegations is so vague that the Applicants are unable to determine how to respond; as a consequence, the request fails to identify the information sought with sufficient particularity as to permit a response.

The Applicants further object to this interrogatory on the ground that, CASE being the author of the so-called "Walsh/Doyle allegations," this interrogatory by its terms seeks information that is already known to CASE and is therefore manifestly propounded only to harass and burden the Applicants.

Interrogatory No. 2:

2. What was the source of each item listed in response to question 1 above, and who was the author of each (give name, title, company organization, and date at the time each was authored or revised)?

Objection:

The Applicants repeat their objections to Interrogatory No. 1, supra.

Interrogatory No. 3:

3. For each item listed in your response to question 1, to what organization and/or individuals (identify name, title, organization) involved in the reinspection effort was each item given? Include specifically in your answer: (a) whether or not each was given to Stone & Webster, Gibbs & Hill, TERA/TENERA, ERC, and/or other organizations working within or with the CPRT; and (b) what was the extent of the information with which each organization or individual was provided (were they given only the summary document itself; were they given the underlying transcripts of hearings, documents, pleadings, Board Orders; etc.; if they were given more than just the summary document itself, what other documents were they given).

Objection:

The Applicants repeat their objections to Interrogatory No. 1, supra.

In addition, insofar as this interrogatory might be construed as calling for the basis for opinions of persons who may be designated as expert witnesses whom the Applicants intend to call at trial, CASE can obtain that information by propounding a proper expert witness interrogatory at such time as such designations are made. (See the response to Interrogatory No. 75.)

Interrogatory No. 4:

4. How was the scope of each organization's and/or individual's review determined, and who (name, title, organization) made the determination in each case?

Objection:

The Applicants repeat their objections to Interrogatory No. 1, supra.

Interrogatory No. 5:

5. When did Applicants first receive notice of each of the issues covered by the Walsh/Doyle allegations? In what format was such notification made (a specific document, verbal communication between specific individuals, etc.); identify specifically for each Walsh/Doyle issue.

Objection:

The Applicants repeat their objections to Interrogatory No. 1, supra. This interrogatory is further objected to on the grounds that the time when Applicants received notice and the form in which that notice may have been received are irrelevant to any of the issues comprised within the Contention No. 5 in this proceeding.

Interrogatory No. 6:

6. What generic problems have been identified regarding pipe supports during the period of the Stone & Webster reinspection (by Stone & Webster or by others) which Applicants consider might be associated with the Walsh/Doyle allegations?

Objection:

This Interrogatory is objected to on the grounds that the term "generic problems" is not defined and is not one which has a common meaning shared by Applicants and Intervenors. See Interrogatory No. 69, infra. Until such

time as Intervenor defines the terms used in the interrogatories in a manner which removes the ambiguities which the Intervenor has identified, it would be inappropriate for Applicants to be required to respond to them. The Applicants further object to this interrogatory on the ground that the question of whether something "might" be "associated" with something else is vague and calls for a useless speculation on the part of the Applicants.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Stone & Webster conducted an engineering walkdown to determine whether there were technical issues other than the existing technical findings from previous reviews. Prior to the walkdown, the engineers were required to become familiar with existing external source technical issues in the procedure training sessions. During the walkdown, some observations recorded were associated with Walsh/Doyle allegations. These observations are documented in the "Piping and Support System Engineer Walkdown Final Report," June 4, 1986. In addition, the July, 1986 Stone & Webster Report ("Generic Technical Issues Report") addresses Walsh/Doyle allegations as they pertain to SWEC findings in the piping and pipe support area. This document has already been provided to CASE.

Interrogatory No. 7:

7. What other generic problems regarding pipe supports have been identified during the period of the Stone & Webster reinspection (by Stone & Webster or others) which Applicants consider to be unassociated with the Walsh/Doyle allegations?

Objection:

This Interrogatory is objected to on the grounds that the term "generic problems" is not defined and is not one which has a common meaning shared by Applicants and Intervenor. See Interrogatory No. 69, infra. Until such time as Intervenor defines the terms used in the interrogatories in a manner which removes the ambiguities which the Intervenor has identified, it would be inappropriate for Applicants to be required to respond to them.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The purpose of SWEC Project Procedure CPPP-8, Piping and Support System Engineering Walkdown was to identify and document any technical concern with pipe supports. Observations that generically affect the stress and support requalification procedures are documented in "Piping and Support System Engineering Walkdown Final Report," June 4, 1986. Not all of the observations made were associated with Walsh/Doyle allegations. Also, Stone and Webster's "Generic

Technical Issues Report" contains all currently known generic problems relating to piping and pipe supports from external sources, including but not limited to Walsh/Doyle allegations. Two other reports ("Large Bore Piping Field Walkdown Report" (10/19/85) and "Small Bore Piping Field Walkdown Report" (6/19/86)) identify QA/QC and Adequacy of Construction concerns in the piping and pipe support area that are unrelated to Walsh/Doyle allegations.

Interrogatory No. 8:

8. In view of Applicants' current position, what issues contained in the Walsh/Doyle testimony or allegations would now be considered by Applicants to be (or to have been) reportable potentially reportable under 50.55(e)? Of those items listed in your response, which of them did Applicants consider to be actually reportable under 50.55(e) and (if different) which of them did Applicants actually report under 50.55(e).

Answer:

As of this time, everything which Applicants have concluded to be reportable under 10 CFR 50.55(e) has been reported to the NRC in accordance with NEO-CS-1, or prior procedures for reportability. Appendix 8-A to these answers is an index of items identified as potentially reportable under Title 10 of the Code of Federal Regulations Part 50.55(e) ("10 CFR 50.55(e)") during 1985 and 1986. Identified on the index for each item is the Report Number, Subject, Determination, and Status. Since mid-1985 Applicants have provided CASE with correspondence to the Nuclear Regulatory Commission ("NRC") related to items

identified as potentially reportable, or reportable under 10 CFR 50.55(e). Files associated with items reported under 10 CFR 50.55(e) have previously been made available for CASE inspection and copying in the Operating License docket. The information called for in this interrogatory is as easily accumulated by CASE as by Applicants by review of these files.

Interrogatory No. 9:

9. Have any new procedures been introduced for consideration in the analysis of integral attachments to pipe runs (as used in anchors, for example). Provide complete and specific details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Yes. The existing SWEC procedures for the analysis of integral attachments are documented in Section 4 of Project Procedure CPPP-7, Rev. 2 "Design Criteria for Pipe Stress and Pipe Supports". In addition, a task group has been formed to requalify integral attachments that are outside of the limitations of the CPPP-7 procedure.

Interrogatory No. 10:

10. Have any of the reanalyses of pipe runs introduced support loads which, although less than the previous loads, still would require redesign of the supports? Why? Provide complete and specific details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

In accordance with Project Procedures CPPP-6 and 9, Revision 2, Section 7.3, a pipe stress and support review is performed for each stress problem and documented in a Pipe Support Review Data Sheet (PSRD) at the beginning of the requalification process.

As a result of this review, some snubbers or soft supports may be deleted, in addition to other supports to be eliminated by the optimization program that is implemented on certain stress problems. Consequently, the support loads from the pipe stress reanalyses do change, some may increase, others may decrease, while others may remain essentially unchanged.

In addition to supports eliminated by the systems review, others are subjected to generic modification prior to stress reanalysis as specified by the Project Procedure CPPP-7. Examples of these generic types of support modifications are as follows:

- (a) Single tube steel Richmond Insert Connections loaded in shear and/or torsion. This modification is addressed in CPPP-7 Attachment 4-5 and Appendix A of SWEC's Generic Technical Issues Report (GTIR), June 27, 1986.

- (b) Zero clearance box frame. This modification is addressed in Attachment 4-9 of CPPP-7 and Appendices B and D of SWEC's GTIR. The required gap clearances for box frames is contained in Attachment 4-11 of CPPP-7.
- (c) Wall-to-wall and floor-to-ceiling supports. This modification is addressed in CPPP-7 Attachment 4-19 and Appendix C of SWEC's GTIR.
- (d) Potentially unstable supports. These modifications are addressed in Attachment 4-9 of CPPP-7 and Appendix D of SWEC's GTIR with further discussions on U-bolt trapeze supports contained in Attachment 4-8 of CPPP-7 and Appendix L of SWEC's GTIR.
- (e) Uncinched U-bolts acting as a two-way restraint for pipe sizes 8 inches and greater. These modifications are addressed in Attachment 4-8 of CPPP-7 and Appendix F of SWEC's GTIR.
- (f) On July 9, 1986, it was decided to eliminate all cinched U-bolts on nominal pipe sizes 12 inches and larger, and to eliminate cinched U-bolts on pipe sizes 8 and 10 inches whenever practical.
- (g) Trapeze riser clamps supports attached to structures of dissimilar stiffnesses. These modifications are addressed in CPPP-7 Attachment 4-8 and Appendix L of SWEC's GTIR.

In addition to supports eliminated or targeted for generic modifications as described above, other supports may require modification from the stress reanalysis results to meet the design criteria established in CPPP-7.

SWEC has not attempted to classify the causes of these support modifications that were the result of changes in support loads or changes in the design criteria.

Interrogatory No. 11:

11. What, if any, new methodology and/or procedures are being used by Stone & Webster for the Richmond anchor/tube assembly analysis that were not used originally? Has there been an introduction of new bolt material for any of the Richmond threaded rods (or is all of the material still A307 or A36 steel)? What is the justification for this? Provide complete and specific details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The analysis methodology used by SWEC to model the Richmond Insert tube steel connection is specified in CPPP-7 Attachment 4-5 and also addressed in Appendix A of SWEC's GTIR. The principal differences are:

- (1) That the threaded rod/bolt is included as a separate element in the analytical model.
- (2) The effects of bolt offset are considered.
- (3) Single tube in shear and torsion are modified.
- (4) A shear, tension, and bending interaction formula is developed for evaluating this threaded rod/bolt.

New bolting material for Richmond threaded rod has not been introduced. This issue is addressed in Appendices A and W of SWEC's GTIR.

Interrogatory No. 12:

12. What, if any, generic type(s) of supports have Applicants requested be redesigned without further attempts at qualification (for example, have Applicants told Stone & Webster on cinched-up U-bolts, replace them all; or on unstable box frames, replace them all; i.e., don't try to go through and analyze them or anything, just replace them)? In each such instance, what was the reason or justification for this? Provide complete and specific details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

In the beginning of the SWEC requalification program, it was discussed and agreed that there were two areas where it might be more efficient for SWEC to pursue modification rather than technical qualification. The two areas were Richmond insert supports with a single tube steel loaded in shear or torsion and box frame supports with struts or snubbers. The justification was a matter of expedience (i.e., it was felt that more time and expense would be involved in further analysis and/or testing than in modifying the support and qualifying the modification). See also answer to Interrogatory 10(f), supra.

Interrogatory No. 13:

13. Please refer to the attached 5/19/86 DALLAS MORNING NEWS article and answer the following questions:

- (a) Is it correct that in the first 3-1/2 months of 1986, Applicants reported 31 potentially serious safety problems, compared with 54 reported for all of 1985? If this statement is incorrect, please correct and clarify it. Were these all potentially reportable items under 10 CFR 50.55(e)? If not, please explain.
- (b) Is it correct that Applicants filed 5,207 nonconformance reports (NCRs) in the first three months of 1986, compared to a total of 7,669 for the entire twelve month period of 1985? If this is not correct, please correct and clarify it. Please explain the reason for the relatively large number of NCRs so far in 1986.
- (c) Please estimate the percentage of NCRs filed during 1985 and during 1986 which resulted from problems identified by the CPRT and/or Stone & Webster reinspection efforts, as opposed to the percentage which resulted from efforts by others.
- (d)
 - (i) What is the number of pipe supports on which NCRs were written in 1985? in 1986?
 - (ii) If this information is not available in this form, how many NCRs were written on pipe supports in 1985? in 1986?
 - (iii) How many of such NCRs were written due to potential or actual problems in design?
- (e)
 - (i) What is the number of pipe supports which had potential 50.55(e) reports written against them? What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?
 - (ii) If this information is not available in this form, how many potential 50.55(e) reports were written on pipe supports in 1985? in 1986? What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

- (iii) How many of such 50.55(e) reports were written due to potential or actual problems in design of pipe supports? Identify the specific report numbers and provide a general description of the problem.
- (iv) Which of the 50.55(e) reports in (iii) above were determined to actually be reportable?

Objection:

This Interrogatory is objected to on the grounds that all files and records associated with items reported under 10 CFR 50.55(e) have previously been made available to CASE for inspection and copying in these proceedings as have NCRs. The effort required to extract the information requested is substantially the same for CASE as for Applicants, and the interrogatories are therefore unreasonably burdensome.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

- (a) It is true that through April 18, 1986, Applicants had reported 31 items to the Nuclear Regulatory Commission ("NRC") as potentially reportable under Title 10 of the Code of Federal Regulations Part 50.55(e). ("10 CFR 50.55(e)"). SDAR's have previously been made available to CASE. These numbers are as easily accumulated by CASE as by Applicants.

- (b) NCRs have previously been made available to CASE. These numbers are as easily accumulated by CASE as by Applicants.
- (c) See 13(b) above.
- (d) (i) The information requested has not been accumulated in this form.
- (ii) See 13(b) above. (In order to derive this information, which is not available via a computer at this time, it would be necessary to review and extract data from the NCRs by hand, which CASE can do as readily as could the Applicants. Indeed, we have previously produced NCRs for inspection and copying under the impression that CASE was engaged in such research.)
- (iii) The information requested has not been accumulated in this form. However, refer to 13(b) above.
- (e) See the answer to Interrogatory No. 8.

Interrogatory No. 14:

14. What is the percentage complete of Unit 1 of Comanche Peak? What is the percentage complete of Unit 2? Please explain exactly what you mean by the percentage complete.

Objection:

This Interrogatory is objected to as seeking information which is irrelevant to these proceedings. See Memorandum

and Order (Discovery, 12/23/85, slip opinion at 3 (Request No. 7). The only place where this information might have potential probative value would be in the currently suspended CPA docket. Imposing the burden of providing detailed answers to this interrogatory would therefore be antithetical to the discovery suspension orders entered by the Appeal Board and the Licensing Board in that proceeding.

Interrogatory No. 15:

15. How many individuals (including workers, inspectors, consultants, etc.) are currently working onsite at Comanche Peak? How many individuals (including workers, inspectors, consultants, etc.) are currently working offsite (such as at Gibbs & Hill's offices in New York, etc.) on Comanche Peak?

Objection:

This Interrogatory is objected to as seeking information which is irrelevant to these proceedings. The only place where this information might have potential probative value would be in the currently suspended CPA docket. Imposing the burden of providing detailed answers to this interrogatory would therefore be antithetical to the discovery suspension orders entered by the Appeal Board and the Licensing Board in that proceeding.

Interrogatory No. 16:

16. What is the total estimated cost per day for Comanche Peak at this time (including labor, interest on money borrowed, insurance, etc.)?

Objection:

This Interrogatory is objected to as seeking information which is irrelevant to these proceedings. See Memorandum and Order (Discovery), 12/23/85, slip opinion at 2-3 (Request No. 5).

Interrogatory No. 17:

17. How many large bore (4" and over) pipe supports are in Unit 1 of Comanche Peak? Of this total, how many are (a) Class 1, (b) Class 2, (c) Class 3, (d) Class 5?

Objection:

This Interrogatory is objected to on the grounds that the dividing line between "large bore" and "small bore" as used in these interrogatories is inconsistent with the criteria used for those distinctions by the Project and the information is thus not available in any form and cannot be obtained without unreasonable burden.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

There are 17,081 2 1/2" nominal pipe size and over ("large bore") Unit 1 and Common pipe supports. Among this total number of pipe supports, there are:

- (a) 211 Supports for Class 1 large bore piping
- (b) 3,083 Supports for Class 2 large bore piping

- (c) 4,121 Supports for Class 3 large bore piping
- (d) 4,679 Supports for Class 5 seismic large bore piping

Note: These are approximate numbers, since the modification, addition, and/or deletion of pipe supports are still in process, pending upon results of the ongoing stress requalification program.

Interrogatory No. 18:

18. How many small bore (under 4") pipe supports are in Unit 1 of Comanche Peak? Of this total, how many are (a) Class 1, (b) Class 2, (c) Class 3, (d) Class 5?

Objection:

This Interrogatory is objected to on the grounds that the dividing line between "large bore" and "small bore" as used in these interrogatories is inconsistent with the criteria used for those distinctions by the Project and the information is thus not available in any form and cannot be obtained without unreasonable burden.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

There are 8,490 2" nominal pipe size and under ("small bore") Unit 1 and Common pipe supports. Among this total number of pipe supports, there are:

- (a) 264 supports for Class 1 small bore piping

- (b) 1,895 supports for Class 2 small bore piping
- (c) 4,681 supports for Class 3 small bore piping
- (d) 1,650 supports for Class 5 small bore piping

Note: These are approximate numbers, since the modification, addition, and/or deletion of pipe supports are still in process, pending upon results of the ongoing stress requalification program. Non-seismic small bore supports are not included in these numbers.

Interrogatory No. 19:

19. How many large bore (4" and over) pipe supports are in Unit 2 of Comanche Peak? Of this total, how many are (a) Class 1, (b) Class 2, (c) Class 3, (d) Class 5?

Objection:

This Interrogatory is objected to on the grounds that the dividing line between "large bore" and "small bore" as used in these interrogatories is inconsistent with the criteria used for those distinctions by the Project and the information is thus not available in any form and cannot be obtained without unreasonable burden.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

There are 10,624 2 1/2" nominal pipe size and over ("large bore") Unit 2 pipe supports. Among this total number of pipe supports, there are:

- (a) 192 Supports for Class 1 large bore piping
- (b) 2,633 Supports for Class 2 large bore piping
- (c) 2,784 Supports for Class 3 large bore piping
- (d) 1,264 Supports for Class 5 seismic large bore piping

Note: These are approximate numbers, since the modification, addition, and/or deletion of pipe supports are still in process, pending upon results of the ongoing stress requalification program.

Interrogatory No. 20:

20. How many small bore (under 4") pipe supports are in Unit 2 of Comanche Peak? Of this total, how many are (a) Class 1, (b) Class 2, (c) Class 3, (d) Class 5?

Objection:

This Interrogatory is objected to on the grounds that the dividing line between "large bore" and "small bore" as used in these interrogatories is inconsistent with the criteria used for those distinctions by the Project and the information is thus not available in any form and cannot be obtained without unreasonable burden.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

There are 4,574 2" nominal pipe size and under ("small bore") Unit 2 pipe supports. Among this total number of pipe supports, there are:

- (a) 243 Supports for Class 1 small bore piping
- (b) 1,552 Supports for Class 2 small bore piping
- (c) 2,104 Supports for Class 3 small bore piping
- (d) 675 Supports for Class 5 small bore piping

Note: These are approximate numbers, since the modification, addition, and/or deletion of pipe supports are still in process, pending upon results of the ongoing stress requalification program. Non-seismic small bore supports are not included in these numbers.

Interrogatory No. 21:

21. The attached 5/19/86 DMN article states that:

"The latest estimate released by the utility [of pipe supports in Unit 1 which would have to be removed or modified at Comanche Peak] indicates 3,700 supports -- more than 40 percent -- will be affected. Utility officials said 1,000 supports need minor work, 1,700 pipe supports must be re-designed and modified, and another 1,000 supports must be torn down."

Are these statements correct? If not, please correct and clarify the statements. What quantity and what percentage are in Unit 1, and what quantity and what percentage are in Unit 2? What is the breakdown of the 4,700 (or whatever the correct number is) pipe supports as to class (for example, Class 1: so many minor, so many redesigned, and so many rip out; Class 2, the same; Class 3, the same; Class 5, the same). In your response, also identify which are large bore and which are small bore.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only data which is properly within the scope of the Contention No. 5 is that which is eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The 40% figure needs to be clarified, based upon the support population one is discussing. With the information provided in the answers to Interrogatory Nos. 17 and 18, CASE can determine whatever percentage it has in mind. Also, "torn down," the language of someone other than the Applicants, is an inappropriate description of the Applicants' decision to apply recent industry practice in the SWEC requalification in order to remove unnecessary supports. All of the supports referred to are in Unit 1 and common. At the time this information was given to the newspaper, no breakdown of the sort requested had been made,

and any attempt to go back to make such a breakdown at this time would be extremely burdensome and without purpose. In addition, it should be understood that the quantifications are approximate, since the modification, addition, and/or deletion of pipe supports are still in process, pending the results of the ongoing stress requalification program.

Interrogatory No. 22:

22. Is Stone & Webster performing a 100% reinspection of all large bore pipe supports? Of all small bore pipe supports? Please provide complete details.

Answer:

No. They are, however, performing a 100% engineering walkdown. The details of the inspections performed by SWEC are described in Project Procedures CPPP-5 and CPPP-8, and DSAP IX, Attachment 2. To achieve the objectives of the procedures, a 100% reinspection was not required.

Interrogatory 23:

23. In Stone & Webster's reinspection and/or reanalyses, have they discovered any generic or potentially generic problems in addition to those covered by the Walsh/Doyle allegations? If so, provide specific and complete details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are

eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature. This Interrogatory is further objected to on the grounds that the term "generic problems" is not defined and is not one which has a common meaning shared by Applicants and Intervenors. See Interrogatory No. 69, infra. Until such time as Intervenor defines the terms used in the interrogatories in a manner which removes the ambiguities which the Intevenor has identified, it would be inappropriate for Applicants to be required to respond to them.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Please see the answer to Interrogatory No. 7.

Interrogatory No. 24:

24. In Stone & Webster's reinspection and/or reanalyses, have they discovered information and/or documentation which confirms any of the Walsh/Doyle allegations? If so, provide specific and complete details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and

intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The "Report on Stone & Webster Engineering Corporation's Evaluation and Resolution of Generic Technical Issues" summarizes SWEC's understanding of the cumulative concerns expressed by CASE, CYGNA, and the NRC that relate to the pipe stress and support requalification program. This report outlines the resolution of each concern and identifies the methodology and/or procedures that will be implemented by SWEC to address those concerns.

Interrogatory No. 25:

25. Is Stone & Webster specifically addressing each of the Walsh/Doyle allegations? If not, what is the justification for not doing so? If so, specifically how is Stone & Webster addressing each of the Walsh/Doyle allegations? Exactly what is Stone & Webster's mandate: Does it include addressing only the Walsh/Doyle allegations specifically? Are they supposed to just tear out whatever is questionable and put up what is already known and acceptable in the industry, but without ever addressing specifically whether or not the Walsh/Doyle allegations were correct or the root causes and generic implications of same? Please provide specific details.

Objection:

The Applicants repeat their objections to Interrogatory No. 1.

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Stone & Webster has been charged with requalification of piping and supports as described in DSAP IX, including consideration of Walsh/Doyle Allegations and other issues on the docket insofar as it bears on that requalification. These items have been aggregated into groups for convenience of technical resolution. That is, Stone & Webster, as part of its analysis and design effort, has developed technical approaches that resolve issues identified by Walsh/Doyle. However, it is not intended that Stone & Webster will

necessarily respond specifically to each particular aspect of Walsh/Doyle allegations.

In addition to the Stone & Webster activities, as part of the DAP evaluation process, a specific methodology for assuring that Walsh/Doyle allegations as well as other External Source Issues are reviewed and closed will be developed and implemented using the general framework of procedure DAP-2.

The detailed scope of the Stone & Webster analysis effort is contained in Attachment 2 of DSAP IX, of the Comanche Peak Response Team (CPRT) Program Plan and Issue-Specific Action Plan, Rev. 3, January 27, 1986. SWEC's understanding of the generic technical concerns expressed by CASE, CYGNA, and the NRC are summarized in the Generic Technical Issues Report (GTIR).

SWEC's resolution and resulting procedures that implement the resolutions are also discussed in the GTIR.

Root cause and generic implications of these Technical Concerns are assigned to the CPRT as part of the Design Adequacy Program.

Interrogatory No. 26:

26. Have Applicants or any of their consultants come across anything that is going to necessitate a change in their FSAR commitments? Have Applicants deviated, or requested or received permission to deviate, from current industry codes and NRC regulations. If so, specifically in what way (what have they asked for, do they know of any that they're going to have to ask for)? Provide specific details.

Answer:

It is anticipated that changes in the FSAR commitments will be made in conjunction with Stone and Webster's work in the piping and pipe support area. However, a final decision concerning any change to FSAR commitments is not made until an amendment to the FSAR has been approved and submitted to the NRC Staff. Copies of all FSAR amendments are provided to CASE as they are submitted to the NRC Staff. Applicants' potential amendments do not deviate from current industry codes or NRC regulations.

Interrogatory No. 27:

27. Please provide a brief history of what Applicants' conclusions were as to the adequacy of the pipe supports at Comanche Peak and the validity of the Walsh/Doyle allegations. Specifically include in your answer:

(a) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Mark Walsh as of August 1982 (following the testimony of CASE Witness Mark Walsh in July 1982)?

(b) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the Walsh/Doyle allegations as of October 1982 (following the deposition/testimony of CASE Witness Jack Doyle in September 1982)?

(c) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the Walsh/Doyle allegations as of June 1983 (following hearings in May 1983)?

(c) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the Walsh/Doyle allegations as of September 1983 (following the filing of Proposed Findings of Fact by the parties)?

(d) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Walsh/Doyle after receipt of the

Licensing Board's 12/28/83 Memorandum and Order (Quality Assurance for Design)?

(e) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Walsh/Doyle after receipt of the Licensing Board's 2/8/84 Memorandum and Order (Reconsideration Concerning Quality Assurance for Design)?

(f) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Walsh/Doyle following the April 1984 hearings on pipe support issues?

(g) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Walsh/Doyle following receipt of CASE's responses to Applicants' Motions for Summary Disposition which were filed in mid-1984?

(h) What were Applicants' conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Walsh/Doyle following receipt of Cygna's 2/19/85 letter in which it changed its position on stability of pipe supports?

(i) What are Applicants' current conclusions as to the adequacy of Comanche Peak pipe supports and the validity of the allegations of Walsh/Doyle (not the conclusions which Applicants expect to arrive at in the future, but your current conclusions)?

(j) Have Applicants finally realized that they have problems with the adequacy of the pipe supports at Comanche Peak? If so, when and how did Applicants finally realize they actually did have such problems?

(k) Who (name, title, organization) made the determinations discussed in your responses to (a) through (j) preceding?

Objection:

Applicants object to Interrogatories 27(a-h) on the grounds that what they may have concluded or believed in the past are irrelevant to the only issues remaining within the Contention No. 5, and on the grounds -- discussed in their General Objection above -- that such further discovery with

regard to Walsh/Doyle allegations is no longer proper. Applicants object to Interrogatory 27(i) on the grounds that their current conclusions are irrelevant to the issues remaining within the Contention No. 5 and are not static, but dynamic -- being therefore by definition in process. Applicants object to Interrogatory 27(j) on the ground that the time when they realized, or did not realize, things regarding the construction of the plant is irrelevant to the issues remaining within the Contention No. 5. Applicants object to Interrogatory 27(k) on the ground that identification of any specific person is irrelevant to any of the issues remaining within the Contention No. 5.

Interrogatory No. 28:

28. What methodology and procedures are being used by Stone & Webster for analysis of multiple struts and snubbers at pipe support points? Provide specific details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The analysis methodology and procedure used by Stone & Webster for multiple struts and snubbers are addressed in Section 3.10.6.7 and Attachment 4-8 of Project Procedure CPPP-7 and Appendix L of GTIR.

Interrogatory No. 29:

29. What methodology and procedures are being employed by Stone & Webster to address variations of actual vs. generic stiffness for pipe supports? Provide specific details.

Objection:

Applicants object to this Interrogatory on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The methodology and procedures used by SWEC to address variations in pipe support stiffness are addressed in Sections 3.10.8.2., 4.3.2.2 and Attachment 4-18 of CPPP-7 and Appendix E of GTIR.

Interrogatory No. 30:

30. Is there any portion of the NRC Staff's SIT Report with which Applicants had previously agreed but no longer believe is accurate or correct? If so, please identify each such portion and give specific details.

Objection:

Applicants object to this Interrogatory on the grounds that the information is irrelevant to any of the issues remaining within the Contention No. 5.

Interrogatory No. 31:

31. How many individuals with Stone & Webster are working on the pipe support effort:

- (a) in total;
- (b) onsite;
- (c) offsite?

Objection:

Applicants object to this Interrogatory on the grounds that the information is irrelevant to any of the issues remaining within the Contention No. 5.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information (as of July 9, 1986):

Onsite	approximately	200;
Offsite	approximately	800;
Total	approximately	1,000.

Interrogatory No. 32:

32. (a) How many individuals who are currently or were employed by Stone & Webster during the period August 1985 through June 1986 were former employees of NPS Industries, ITT Grinnell, Texas Utilities Electric Company or one of its affiliated companies, Gibbs & Hill, or any other of Applicants or their agents, and worked at any time previously on the Comanche Peak project (either onsite or offsite)?

(b) Provide a listing of all such individuals, along with details regarding the dates they originally worked for the companies in question, the dates they were hired by Stone & Webster for their assignment to the reinspection/reanalysis effort at Comanche Peak, their current job title and status, and if they are no longer employed at Comanche Peak, their last known address and telephone number.

Objection:

Applicants object to this Interrogatory on the grounds that the information is irrelevant to any of the issues remaining within the Contention No. 5, and that the effort to produce the information would be unreasonably burdensome.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the

Applicants have requested that Stone and Webster obtain the information called for regarding those individuals who are currently under SWEC's supervision, which will be produced for inspection and copying at such time as it is available. The Applicants have no estimate of the time that will be required to complete the research necessary to assemble this information.

Interrogatory No. 33:

33. (a) What engineering changes have Applicants made to assure that the same individuals who were responsible for design errors are not still at Comanche Peak and are not still making design errors? Give complete and specific details.

(b) How many engineering management personnel who were working in any engineering management positions during 1982 through 1985 have been replaced and no longer work at Comanche Peak in any capacity? Provide the names of all such engineering management personnel, and their last known address and telephone number.

(c) How many engineering personnel who were employed at Comanche Peak during 1982 through 1985 have been switched from one engineering position to another (such as from working on pipe supports to working on cable tray supports)? Provide complete and specific details, including each individual's name, past job position and duties, and present job position and duties.

(d) Provide the name of each of the individuals identified in your response to (c) above who have been, or are currently, working on the reinspection effort; also state (if not already stated in (c) above) the specific nature of each individual's duties regarding the reinspection.

Objection:

The Applicants object to this interrogatory on the grounds, in addition to those heretofore set forth, that it purports to call for information regarding root cause,

generic implications and corrective actions respecting analyses, investigations and assessments that are yet ongoing. The Applicants further object to these Interrogatories on the grounds that the specific numbers, identities, job histories, etc. of its personnel are not relevant to any of the issues remaining within the Contention No. 5, and would be unreasonably burdensome to assemble.

Interrogatory No. 34:

34. (a) Which organization and/or individuals in the reinspection effort are addressing Walsh/Doyle allegations other than pipe supports (such as the design of the upper lateral support)?

(b) What have been the results of their efforts to date? Provide complete and specific details.

Objection:

Applicants object to this interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

- (a) CPRT.
- (b) Insofar as this interrogatory might be construed to call for information that is or will be contained in the Working Files for CPRT Action Plans, those files will be produced in the manner and at the times set forth under "General Objections: Discovery Relating to CPRT," supra.

Interrogatory No. 35:

35. Provide answers to each interrogatory and document request contained in the following pleadings in the Comanche Peak operating license proceedings (Docket 50-445 and 50-446): CASE's 1/17/85 First Set of Interrogatories Re: Credibility; CASE's 2/4/85 Second Set of Interrogatories Re: Credibility; CASE's 2/25/85 Third Set of Interrogatories Re: Credibility; CASE's 2/25/85 Fourth Set of Interrogatories Re: Credibility; and CASE's 3/4/85 Fifth Set of Interrogatories Re: Credibility. (See clarifying statement under Request for Documents which follows.)

Response:

The Applicants assume that, in slavishly copying interrogatories filed in the CPA proceeding for wholesale export to the OL proceeding, the propounder overlooked this interrogatory, the similar exportation of which creates a situation of renvoie. In any event, the Applicants have already provided answers or objections to the specified interrogatories.

Interrogatory No. 36:

36. How and by whom was the decision made to utilize the Motions for Summary Disposition which were filed by Applicants in mid-1984? Was this an engineering decision, a management decision, or what? Specifically how, when, and by whom was the decision made to withdraw the Motions for Summary Disposition? Was this an engineering decision, a management decision, or what? Was there any discussion (verbally, taped, or in writing) regarding whether or not it was cheaper to litigate the problems than it would be to go out there and actually redesign and reconstruct the problem areas of the plant? Were there any time estimates, schedules, etc.? Provide complete and specific details.

Objection:

Applicants object to this Interrogatory on the grounds that it requests information which is irrelevant to any of the issues remaining within the Contention No. 5; and that it seeks information which constitutes privileged attorney/client communications or attorney work product.

Interrogatory No. 37:

37. Have Applicants changed their FSAR commitments regarding pipe support design during the time 1983 through the current time? Have Applicants, during the time 1983 through the current time, deviated, or requested or received permission to deviate, from then-current industry codes and then-current NRC regulations? If so, specifically in what way (what did they request, what were they given permission to do, etc.). Provide specific details.

Answer:

All changes to FSAR commitments during the time 1983 through the current time are found in Amendment 38 through Amendment 59. Section 3.9N and 3.9B are entitled, "Mechanical Systems and Components". These sections address pipe support design. The revisions to these sections since 1983 include items such as:

- Update to active pump and valve list;
- Update to transient response testing;
- Update to respond to NRC questions on asymmetric loads;
- Update to add excessive feedwater flow to upset conditions for NSSS analysis;
- Update to describe commitment to ASME Code;
- Update to active pump hydrostatic test pressure to reflect ASME Code;
- Update to clarify acceptance criteria for pipe vibration measurement;
- Update to reflect latest stress report;
- Update to ISI program to reflect ASME Code to be used.

Changes in these sections and in all other sections of the FSAR where commitments could affect pipe support design are indicated with a change bar in the page margin and the number of the FSAR amendment that most recently changed that item.

The Applicants are committed to comply with the ASME Code and NRC Regulations as described in the FSAR. Any requests to deviate from the ASME Code or NRC Regulations were submitted to the NRC Staff in a docketed letter or an FSAR amendment. All such docketed letters through September 5, 1985, have been tabulated in the Comanche Peak SER or an SSER (e.g., see Comanche Peak SSER 12, Appendix A). The

Applicants have copied CASE directly on all docketed correspondence since August, 1985. The NRC provides approval for deviation requests in the SER or the SSERs. The NRC Staff can grant advance approval, via letter, pending closure in the issuance of the next appropriate SSER. CASE has copies of the Comanche Peak SER, all Comanche Peak SSERs and all correspondence from the NRC Staff to the Applicants since the issuance of the last SSER.

Interrogatory No. 38:

38. When did Applicants first receive notice that there were problems with the design of the cable tray supports at Comanche Peak? In what format was such notification made (a specific document, verbal communication between specific individuals, etc.)? Was such notification received prior to the testimony of, and cross-examination by, CASE Witness Mark Walsh in the May 1984 operating license hearings? Provide complete and specific details.

Objection:

This Interrogatory is objected on the grounds that the time when Applicants received notice and the form in which that notice may have been received are irrelevant to any of the issues comprised within the Contention No. 5 in this proceeding.

Interrogatory Nos. 39 & 40:

39. What generic problems have been identified regarding cable tray supports between May 1984 and the current time which Applicants consider could have first been pointed out by CASE Witness Mark Walsh?

40. What generic problems have been identified regarding cable tray supports between May 1984 and the current time which Applicants consider to be unassociated with problems pointed out by CASE Witness Mark Walsh?

Objection:

These interrogatories are objected to on the grounds that the term "generic problems" is not defined and is not one which has a common meaning shared by Applicants and Intervenors. See Interrogatory No. 69, infra. Until such time as Intervenor defines the terms used in the interrogatories in a manner which removes the ambiguities which the Intervenor has identified, it would be inappropriate for Applicants to be required to respond to them.

This Interrogatory is further objected to on the grounds that the questions of which cable tray support concerns were or were not within the universe of those allegedly or possibly pointed out by a CASE witness are irrelevant to any of the issues remaining within the Contention No. 5. The results of the assessments of cable tray supports will be made available at such time as those assessments have been completed.

Interrogatory No. 41:

41. In view of Applicants' current position, what issues contained in the May 1984 testimony of, or cross-examination by, CASE Witness Mark Walsh would now be considered by Applicants to be (or to have been) reportable or potentially reportable under 10 CFR 50.55(e)? Of those items listed in your response, which of them did Applicants consider to be actually reportable under 50.55(e) and (if different) which of them did Applicants actually report under 50.55(e)?

Answer:

See the answer to Interrogatory No. 8.

Interrogatory No. 42:

42. Please refer to the attached 5/19/86 DALLAS MORNING NEWS article and answer the following questions:

(a) Is it correct that all cable tray supports in Unit 1 are being examined for design problems? What is the status of cable tray supports in Unit 2; are they all being examined for design problems? If the answer to either is no, please explain and clarify. If the answer to either is yes, what have been the results of such examination?

(b) How many cable tray supports are there in Unit 1? How many in Unit 2? Are all of them considered to be safety-related; if not, how many are considered to be safety-related, and how many are considered to be in some other category (please specify)?

(c) How many of the cable tray supports have been checked against design drawings to date? How many have received a preliminary design review? Are final reports complete on any to date? Give complete and specific details.

(d) Please state whether or not the following statements in the attached DMN article is correct:

"Utility officials have said the supports, instead of being individually designed, were built according to 'cookbook' designs borrowed from technical manuals that underestimated stress on the supports. Because many cables already have been installed, the utility may face the complicated task of rebuilding or tearing out supports without damaging the cables."

If the statements are not correct, please discuss and elaborate on how they are incorrect and give correct complete and specific details.

(e) Is it correct that all conduit supports in Unit 1 are being examined for design problems? What is the status of conduit supports in Unit 2; are they all being examined for design problems? If the answer to either is no, please explain and clarify. If the answer to either is yes, what have been the results of such examination?

(f) How many conduit supports are there in Unit 1? How many in Unit 2? Are all of them considered to be

safety-related; if not, how many are considered to be safety-related, and how many are considered to be in some other category (please specify)?

(g) How many of the conduit supports have been checked against design drawings to date? How many have received a preliminary design review? Are final reports complete on any to date? Give complete and specific details.

(h) Please state whether or not the following statement in the attached DMN article is correct and applies also to conduit supports:

"Utility officials have said the supports, instead of being individually designed, were built according to 'cookbook' designs borrowed from technical manuals that underestimated stress on the supports."

If the statement is not correct, please discuss and elaborate on how it is incorrect and give correct complete and specific details.

Objection:

Applicants object to this interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

There are both safety related and non-safety related cable trays in both Unit 1 and Unit 2. Safety related cable trays are seismically supported, i.e., the cable tray hangers are safety related. In addition, a certain number of non-safety related trays referred to as Train C, are also seismically supported. The reexamination effort is strictly concerned with the cable tray hangers which are seismically designed, and it is these seismically designed hangers to which the DMN article refers. Given this background and the understanding that the following answers apply solely to seismically-designed cable tray hangers, then:

(a) It is correct that all cable tray supports in Unit 1 are being examined for design adequacy. All Unit 2 safety related (and the occasional Train C seismic) cable tray hangers are either being verified for design adequacy or designed from the very beginning if no hanger had yet been installed or designed. The verification is not complete in Unit 1. The design verification and/or design of Unit 2 CTH's is almost complete, some modifications have been made. The major cause of the modification has been the design verification of design or design of the Unit 2 CTH's utilizing design tray weight instead of actual tray weight.

(b) Unit 1 - 8218 (Approximately)

Unit 2 - 7034 (Approximately)

No, as stated above

Safety Related: Unit 1 - 4530

Unit 2 - 3873

Non-Safety Related: Unit 1 - 3688 (Approximately)

Unit 2 - 3161 (Approximately)

(c) All safety related cable tray supports have been checked against original design drawings in Unit 1.

However, the number of supports final checked against the reverified design drawings are as follows:

Unit 1 - 0 Safety Related

Unit 2 - 2162 Safety Related

Regarding preliminary design review:

Unit 1 - 2000 (Approximately)

Unit 2 - 3873 (Approximately)

Yes, 2200 final calculation packages for safety related supports are ready in Unit 2.

(d) The statement is not correct. The safety related cable tray supports are designed as generic and specific type of supports. There are formal drawings prepared for these supports. The supports were grouped for similar functional integrity and detailed on 2323-S-0900 series of drawings in the form of generics. These generics are classified as cases, types and details with sub-classifications. There are thirty-two (32) original G&H

structural drawings and six additional TNE drawings. All these designs were design verified. However, manufacturers' supplied tray clamps were used as standard items for tray connections on the basis of industry accepted practice. The generic is defined as a detail which encompasses a group of supports and satisfies predesigned parameters such as support spans, height of supports, width of supports, number of tiers, location of supports, size of support members and type of connections, etc. If modifications to cable tray supports are necessary, measures will be taken to provide protection to installed cables.

(e) No. The conduit system in both Units 1 and 2 have safety and non-safety category types of supports. A and B trains are considered to be safety and C Train is considered to be non-safety category. However, Train C conduits which are over 2" in diameter are also supported seismically with the same requirement as safety category supports in Unit 2. In Unit 1, these fall under three categories: 1) seismically supported, 2) restrained by aircraft cables and 3) non-seismically supported. Categories 2 and 3 are being rereviewed in Seismic Category I buildings. Conduits which are 2" in diameter and less than 2" in diameter are classified into groups of similar functions and configurations and are being verified in hierarchical fashion. All supports are being walked down, but in hierarchical fashion are eliminated from design verification

requirements because these supports have demonstrated to have capacity far in excess of required capacity. Then supports are eliminated from consideration when it is demonstrated that their failure could not adversely affect plant safety, i.e., the conduit would not impact any safety related items or the target is capable of accepting the support load. Finally any remaining supports will be design verified.

For safety related conduit and seismically supported non-safety related conduits Applicants are:

- a) confirming the adequacy of installation and inspection of the conduit and supports against the design requirements (S0910 design package)
- b) verifying the adequacy of the S0910 design requirements which is the calculation of record for the generic supports
- c) determining from the S0910 design verification which supports and combinations of spans and supports may have problems and design verifying these supports and combinations
- d) replacing or eliminating certain type of supports for which replacement or elimination is more expedient than testing the particular type of support; testing being the only acceptable means of determining support capacity

- e) verifying the adequacy of each modified and individually-engineered supports.

No. The Unit 2 conduit supports are being built to design reverified drawings.

The generic supports for safety related conduits in both units are being reevaluated.

- (f) Unit 1 - 69312 Lighting Supports (Approximately)
64955 Power and Control (Approximately)
- Unit 2 - 37893 Lighting Supports (Approximately)
38154 Power and Control (Approximately)

Not all are safety related.

Safety Related: Unit 1 - 38465 (Approximately)

Unit 2 - 20656 (Approximately)

Non-Safety Related: Unit 1 - 95802 (Approximately)

Unit 2 - 55391 (Approximately)

(g) All Unit 1 safety related conduit supports had been checked against the original design drawings, i.e., QC verified. The reverifications of the Unit 1 safety related and Train C greater than 2" conduit has just started and is proceeding in accordance with the Unit 1 conduit support generic design verification program.

In Unit 2, 6334 supports have been checked against the design drawings to date.

Re preliminary design review:

Unit 1 - 558

Unit 2 - 6334

For Unit 2, all safety related generic packages are completed. Approximately, 90% of the individually designed supports and modified supports are also complete.

(h) Not correct. The supports are not individually designed, but grouped together and were designed as generics. All these generics are put together in an 8½ X 11 book form for easy and convenient reference format and are referred as S-0910 for Unit 1 and S2-0910 for Unit 2.

The generic is defined as a detail which encompasses a group of supports and satisfies predesigned parameters such as support spans, weight of support, width of support, number of tiers, locations of supports, size of support members and type of connections, etc. The information provided in these generics are with design backups and design calculations.

However, there may be some items of certain generics that might have been selected from a published manual on the basis of industry accepted practice.

Interrogatory No. 43:

43. What, if any, generic type(s) of cable tray supports have Applicants requested or ordered be redesigned without further attempts at qualification? In each such instance, what was the reason or justification for this? Provide complete and specific details.

Answer:

As "generic" is defined in the answer to Interrogatory No. 42, none.

Interrogatory No. 44:

44. What, if any, generic type(s) of conduit supports have Applicants requested or ordered be redesigned without further attempts at qualification? In each such instance, what was the reason or justification for this? Provide complete and specific details.

Answer:

As "generic" is defined in the answer to Interrogatory No. 42, a certain number of UNISTRUT supports are being replaced because it is more efficient to replace than to test them. It is also the design intent, at this time, to change two types of generic transverse supports to multidirectional supports to reduce the load to the existing multidirectional supports.

Interrogatory No. 45:

45. (a) What is the number of cable tray supports on which NCRs were written in 1985? in 1986?

(b) If this information is not available in this form, how many NCRs were written on cable tray supports in 1985? in 1986?

(c) How many of such NCRs were written due to potential or actual problems in design?

Objection:

Applicants object to these Interrogatories on the grounds that all NCRs have been made available to CASE and that the burden to extract the information requested is substantially the same for CASE as for the Applicants. Thus, the requested investigation and compilation would be unreasonably burdensome.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

(a) The information requested in sub-part (a) is not available in the form of actual numbers of cable tray supports which had NCRs written against them.

(b) In 1985, there were 322 NCRs written on cable tray supports. In 1986, there have been 295 NCRs written on cable tray supports.

(c) The total number of NCRs written on cable tray supports in 1985 and 1986 to date is 617; of these, 12 were written due to potential or actual problems in design.

Interrogatory No. 46:

46. (a) What is the number of conduit supports on which NCRs were written in 1985? in 1986?

(b) If this information is not available in this form, how many NCRs were written on conduit supports in 1985? in 1986?

(c) How many of such NCRs were written due to potential or actual problems in design?

Objection:

Applicants object to these Interrogatories on the grounds that all NCRs have been made available to CASE and that the burden to extract the information requested is substantially the same for CASE as for the Applicants. Thus, the requested investigation and compilation would be unreasonably burdensome.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

(a) The information requested in sub-part (a) is not available in the form of actual numbers of conduit supports which had NCRs written against them.

(b) In 1985 there were 33 NCRs written on conduit supports. In 1986 there have been 116 NCRs written on conduit supports.

(c) The total number of NCRs written on conduit supports in 1985 and 1986 to date is 149; of these, 1 was written due to a potential or actual problem in design.

Interrogatory No. 47:

47. (a) What is the number of cable tray supports which had potential 10 CFR 50.55(e) reports written against them? What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

(b) If this information is not available in this form, how many potential 50.55(e) reports were written on cable tray supports in 1985? in 1986? What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

(c) How many of such 50.55(e) reports were written due to potential or actual problems in design of cable tray supports? Identify the --- specific report numbers and provide a general description of the problem. (d) Which of the 50.55(e) reports in (c) above were determined to actually be reportable?

Answer:

See answer to Interrogatory No. 8.

Interrogatory No. 48:

48. (a) What is the number of conduit supports which had potential 10 CFR 50.55(e) reports written against them? What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

(b) If this information is not available in this form, how many potential 50.55(e) reports were written on conduit supports in 1985? in 1986? What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

(c) How many of such 50.55(e) reports were written due to potential or actual problems in design of conduit supports? Identify the specific report numbers and provide a general description of the problem.

(d) Which of the 50.55(e) reports in (c) above were determined to actually be reportable?

Answer:

See answer to Interrogatory No. 8.

Interrogatory No. 49:

49. Answer question 26 with regard to cable tray supports (if you had originally answered it only with regard to pipe supports).

Answer:

Applicants do not at this time anticipate that changes in FSAR commitments will be made with regard to cable tray supports. The Applicants have not deviated from current industry codes or NRC Regulations.

Interrogatory No. 50:

50. When did Applicants first receive notice that there were problems with the design of the supports for heating, ventilation, and air conditioning (HVAC) at Comanche Peak? In what format was such notification made (a specific document, verbal communication between specific individuals, etc.)? Provide complete and specific details.

Objection:

This Interrogatory is objected on the grounds that the time when Applicants received notice and the form in which that notice may have been received are irrelevant to any of the issues comprised within the Contention No. 5 in this proceeding.

Interrogatory No. 51:

51. What generic problems have been identified regarding HVAC supports (either design or construction) between May 1984 and the current time.

Objection:

This interrogatory is objected to on the grounds that the term "generic problems" is not defined and is not one which has a common meaning shared by Applicants and Intervenor. See Interrogatory No. 69, infra. Until such time as Intervenor defines the terms used in the interrogatories in a manner which removes the ambiguities which the Intervenor has identified, it would be inappropriate for Applicants to be required to respond to them.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

A problem has been identified regarding construction of HVAC supports that might be regarded as generic to the CPSES HVAC systems. The problem potentially affects Unit 1 and

Common supports within the Unit 1 operational security boundary which may not have the duct-to-support attachment constructed, where attachment is required by design. Unit 2 supports outside the Unit 1 operational security boundary are not affected. This problem was verbally reported as potentially reportable pursuant to 10 CFR 50.55(e) to Mr. R. Hall (RIV) on December 20, 1985. Written notification was provided to Mr. E. H. Johnson (RIV) by the Applicant on January 20, 1986. Each of these attachments is being inspected and as-built by Bahnson Service Co. and evaluated by Corporate Consulting & Development, Ltd. to assure qualification of the attachments. Results of these inspections and engineering evaluations will be documented with SDAR CP-85-54 and reported to the NRC upon completion.

Interrogatory No. 52:

52. Please refer to the attached 5/19/86 DALLAS MORNING NEWS article and answer the following questions:

(a) Is it correct that supports for HVAC "also face design problems, but that analysis and hardware inspection still is preliminary"? What is the status of HVAC supports in Unit 1 and in Unit 2; are they all being examined for design problems? If the answer to either is no, please explain and clarify. If the answer to either is yes, what have been the results to date of such examination?

(b) How many HVAC supports are there in Unit 1? How many in Unit 2? Are all of them considered to be safety-related; if not, how many are considered to be safety-related, and how many are considered to be in some other category (please specify)?

(c) How many of the HVAC supports have been checked against design drawings to date? How many have received a preliminary design review? Are final reports complete on any to date? Give complete and specific details.

Objection:

(a) Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

(c) Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

(a) Hardware inspections and analysis associated with the investigation and resolution of SDAR CP-85-54 and the CPRT self initiated design adequacy review (which are being performed to determine whether HVAC support design problems exist) are being performed but have not yet been completed.

The program developed to resolve this SDAR, which is applicable to Unit 1 and Common supports inside the Unit 1 operational security boundary, does not require examination of all such supports for design problems. This program involves inspection, as-built and qualification of attachments between the HVAC ducting and 1318 HVAC supports. In addition, all supports for the Unit 1 diesel generator rooms and the main control room are being as-built and analyzed to verify that they are seismically qualified in their installed condition.

The programs which are being implemented to construct, inspect and verify that the final as-built conditions meet the design requirements are being applied to all Unit 2 supports outside the Unit 1 operational security boundary.

The CPRT self-initiated Design Adequacy Program does not require evaluation of all supports for design problems.

(b) There are approximately 4,150 duct supports in Unit 1 and Common and approximately 1,550 duct supports in Unit 2. Of these supports, approximately 3,900 of the Unit 1 and Common supports and 1,300 of the Unit 2 supports are seismic supports.

(c) To date, the as-built walkdown effort for gathering the support details as they exist in the field is approximately 30% complete. This means that approximately 125 of 415 supports in Unit 1 and Common have been as-built to date. Comparisons of as-built details to the original design drawings have just started, and engineering evaluations are being prepared when discrepancies are found. No final evaluations are complete to date since the work has just begun.

Interrogatory No. 53:

53. Please state whether or not the following statement in the attached DMN article is correct and applies also to HVAC supports:

"Utility officials have said the supports, instead of being individually designed, were built according to 'cookbook' designs borrowed from technical manuals that underestimated stress on the supports."

If the statement is not correct, please discuss and elaborate on how it is incorrect and give correct complete and specific details.

Answer:

The Dallas Morning News (DMN) article statement, apparently made in reference to the cable tray supports, is

incorrect and does not apply to HVAC supports. HVAC supports were analyzed individually to ensure that the design met the requirements of the design criteria.

Interrogatory No. 54:

54. Answer question 26 with regard to conduit supports (if you had originally answered it only with regard to pipe supports).

Answer:

The Applicants do not anticipate that changes in FSAR commitments will be made with regard to conduit supports. The Applicants have not deviated from current industry codes or NRC Regulations.

Interrogatory No. 55:

55. When did Applicants first receive notice that there were problems with the design of the control room ceiling at Comanche Peak? In what format was such notification made (a specific document, verbal communication between specific individuals, etc.)? Do Applicants now consider that the allegation regarding the design of the control room ceiling had merit? Provide complete and specific details.

Objection:

This Interrogatory is objected on the grounds that the time when Applicants received notice and the form in which that notice may have been received are irrelevant to any of the issues comprised within the Contention No. 5 in this proceeding.

Interrogatory No. 56:

56. What generic problems have been identified regarding the design of the control room ceiling between May 1984 and the current time.

Objection:

This Interrogatory is objected to on the grounds that the term "generic problems" is not defined and is not one which has a common meaning shared by Applicants and Intervenors. See Interrogatory No. 69, infra. Until such time as Intervenor defines the terms used in the interrogatories in a manner which removes the ambiguities which the Intervenor has identified, it would be inappropriate for Applicants to be required to respond to them.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Due to the control room ceiling being basically an architectural item, ISAP II.d reviewed other architectural features to identify if similar questions could be found. To date items which are being reviewed for seismic qualification are handrails, grating, and gypsum board.

Interrogatory No. 57:

57. What is the status of the redesign and reconstruction of the control room ceiling? Are final reports complete to date? Give complete and specific details.

Answer:

Redesign of the control room ceiling is complete.
Construction is expected to be complete in August, 1986.
Final reports are not available.

Interrogatory No. 58:

58. Answer question 26 with regard to the design of the control room ceiling (if you had originally answered it only with regard to pipe supports).

Answer:

The Applicants do not at this time anticipate that changes in FSAR commitments will be made with regard to control room ceiling supports. The Applicants have not deviated from current industry codes or NRC Regulations.

Interrogatory No. 59:

59. Are the statements in the attached DMN article correct:

"Overall, reinspection of existing construction is about 60 percent complete. But because procedures to check the design adequacy of the plant were not completed until January, inspection of design work is only 20 percent to 25 percent complete, utility officials said."

If they are not correct, specify in what regard they are incorrect, and correct and clarify them. If they are totally or partially correct, what justification exists for proceeding with reinspection of construction prior to reinspection of design of each item? And what methodology, procedures, and checklists have been developed and are in use to assure that construction which has already been reinspected will be reinspected should it be necessary because of redesign?

Objection:

Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The manner in which the Applicants are performing in-process studies and analyses designed to lead to the development of testimony to be submitted is irrelevant; the only matters properly within the scope of Contention 5 will be those eventually utilized in support of the Applicants' request for an operating license. Until that evidence, whether in the form of CPRT Results Reports or otherwise, are offered, these questions are by definition premature.

Interrogatory No. 60:

60. In the right-hand column of the attached DMN article, there is a discussion regarding supervisors imposing unrealistic production quotas, etc. Provide the names, titles, and organizations of the individuals involved, state whether or not each is still employed (and in what capacity) at Comanche Peak. What efforts have been made to assure that the work performed under the conditions in question have been reinspected and/or redesigned? Have there been any other similar incidents of harassment, intimidation, or imposition of unrealistic production quotas identified, either in the reinspection effort or as part of the Applicants' in-house efforts? Provide complete and specific details.

Objection:

The Applicants object to this interrogatory on the ground that it ignores the limitations heretofore

established by the Board in this proceeding on discovery relating to alleged incidents of harassment and intimidation and relating to SAFETEAM.

Answer:

Without waiving the foregoing objections, but rather expressly relying thereon, applicants submit the following answer.

Information concerning this incident is contained in the transcript of the December 18-19, 1985, meeting between TUGCO and the NRC.

Interrogatory 61:

61. (a) Have any HVAC or HVAC-related items had potential 50.55(e) reports written against them?

If so, specify each item and state what is the number of such items which had potential 50.55(e) reports written against them. What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

(b) If this information is not available in this form, how many potential 50.55(e) reports were written against HVAC or HVAC-related items in 1985? In 1986: What is the number of such potential 50.55(e)'s which Applicants finally determined were actually reportable?

(c) How many of such 50.55(e) reports were written due to potential or actual problems in design of HVAC of HVAC-related items? Identify the specific report numbers and provide a general description of each problem.

(d) Which of the 50.55(e) reports in (c) above were determined to actually be reportable?

Answer:

See answer to Interrogatory No. 8.

Interrogatory No. 62:

62. (a) Was there a potential 50.55(e) report (or reports) written on the design of the control room ceiling?

(b) If so, identify the specific report number(s) and provide a general description of each aspect of the problem(s). If not, why not?

(c) If so, did Applicants determine that the problem(s) was actually reportable?

(d) Which of the 50.55(e) reports in (c) above were determined to actually be reportable?

Answer:

(a) No.

(b) Removal and replacement of the control room ceiling was not considered reportable or potentially reportable under 10 CFR 50.55(e) at that time. The decision was made to establish a design that could readily be qualified seismically.

(c) Not applicable.

(d) Not applicable.

Interrogatory No. 63:

63. Please refer to Q. 8, 13(e), 41, 47 and 48, and to questions 61 and 62 above, all of which have to do with various aspects of 10 CFR 50.55(e) reportability. In each of the instances in your answers to those questions, also answer the following questions:

(a) Who (name, title, organization, whether or not part of CPRT) discovered each reportable or potentially reportable item?

(b) Explain whether or not (and if so, explain how) each item was or is being fed into the CPRT effort. Please briefly track each item, explaining what steps each goes through, how it will be worked into the CPRT Plan, and how it will be handled by the CPRT.

(c) For each of these items, please explain what has been done to date. Please supplement your response until all work on each item has been completed.

Answer:

(a) This information is contained in the files referred to in the response to Interrogatory 8.

(b) The CPRT Program Plan, Appendix H and DAP-7 explain the process by which reports made under 10 CFR 50.55(e) are fed to CPRT and subsequent handling by CPRT.

The issue of the control room ceiling has been incorporated into the CPRT Program as ISAP II.d Refer to ISAP II.d for details.

(c) Under the provisions of 10 CFR 50.55(e), follow-up reports are required to be submitted until such time as the item is closed, and copies of such reports have been and will be supplied to CASE contemporaneously with their submission to the NRC Staff. Insofar as items have been closed, therefore, CASE is referred to such reports.

Insofar as items have not yet been closed, the matters are in progress.

Interrogatory No. 64:

64. (a) Are all of the problems identified by Stone & Webster being fed back into the CPRT effort (or will they be)?

(b) If so, explain specifically which items are or are not being fed back into the CPRT effort (and if so, explain how). Please briefly track each item, explaining what steps each goes through, how it will be worked into the CPRT Plan, and how it will be handled by the CPRT.

(c) For each of these items, please explain what

has been done to date. Please supplement your response until all work on each item has been completed.

(d) If the items under review by Stone & Webster are not being fed back into the CPRT effort, please explain exactly how such reinspections, audits, trending, determination of root causes and generic implications, etc., will be handled.

Objection:

Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

(a) Yes. The work being performed by Stone & Webster for Comanche Peak piping and pipe support is defined in CPRT Action Plan DSAP IX, "Piping and Support Discipline Specific Action Plan", and as such is contained within the scope of the CPRT. Therefore, all associated "problems" identified by SWEC have been and will continue to be sent to the CPRT to be incorporated into the CPRT Program.

(b) The following reports of SWEC's walkdown observations have been transmitted to Mr. John Beck, Chairman of the SRT.

1. Large Bore Piping Field Walkdown Report, October 19, 1985.
2. Small Bore Piping Field Walkdown Report, June 19, 1986.
3. Piping & Support System Engineering Walkdown Report, June 4, 1986.
4. Report on Evaluation & Resolution of Generic Technical Issues., July 1986.

In addition, "problems" as identified by SWEC while performing any other activities under direct contract to TUGCO (Project) will be incorporated into CPRT.

(c) Regarding the SWEC pipe & pipe support program, refer to the report made under 10 CFR 50.55(e), TXX-4844, CP-86-36 and the reports identified in 64(b). The DAP is in the process of over-viewing SWEC activities related to this program.

(d) Not applicable.

Interrogatory No. 65:

65. Q. 22 asked questions regarding reinspections by Stone & Webster. In addition, answer the following questions:

(a) Is Stone & Webster performing a 100% reanalysis of all large bore pipe supports? Of all small bore pipe supports? Please provide complete details.

(b) Include in your answer to Q. 22 and (a) above

whether or not such reinspections and/or reanalyses apply only to Unit 1, to both Unit 1 and Unit 2, or explain whatever the case may be.

Objection:

Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this Interrogatory heretofore set out, the Applicants submit the following information.

(a) The scope of the Stone & Webster reanalysis effort is explained in detail in Attachment 2, DSAP IX, of the Comanche Peak Response Team Program Plan and Issue-Specific Action Plans, Revision 3, January 27, 1986.

(b) With respect to inspections, see the answer to Interrogatory No. 22. The analysis being performed by Stone & Webster is essentially the same for both Units 1 and 2 except that Unit 2 small bore piping includes 100%

analysis and Unit 1 small bore piping analysis is on a sampling basis. The Design Criteria for qualification of piping and pipe supports are the same for both units.

Interrogatory No. 66:

66. (a) Break down your answers to Q. 23, 24, 25, and 26 with regard to Unit 1, Unit 2, or explain whatever the case may be.

(b) Break down your answers to Q. 23, 24, 25, and 26 with regard to small bore pipe supports and large bore pipe supports.

Objection:

Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature. This Interrogatory is further objected to on the grounds that the term "generic problems" is used within one of the incorporated interrogatories and is not defined and is not one which has a common meaning shared by Applicants and Intervenor. See Interrogatory No. 69, infra. Until such time as Intervenor defines the terms used in the

interrogatories in a manner which removes the ambiguities which the Intervenor has identified, it would be inappropriate for Applicants to be required to respond to them. These interrogatories are further objected to on the grounds that the dividing line between "large bore" and "small bore" as used in these interrogatories is inconsistent with the criteria used for those distinctions by the Project and the information is thus not available in any form and cannot be obtained without unreasonable burden.

Answer:

Without waiving, but rather expressly relying upon, its objections to this Interrogatory heretofore set out, the Applicants submit the following information.

- (a) The responses to the cited interrogatories apply to Units 1 and 2.
- (b) The responses to the cited interrogatories apply to small and large bore pipe supports, as those terms are defined and employed by the CPSES Project.

Interrogatory No. 67:

67. Have there been recent changes in Stone & Webster personnel (in addition to those discussed in your response to Q. 32), such as extensive hiring from the Houston area or other areas, or additional hiring due to strikes, etc.? If so, please supply a summary of details regarding this. (We are not at this time asking for details as extensive as a listing of the individuals involved, dates employed, etc.)

Objection:

This Interrogatory is objected to as seeking information which is irrelevant to these proceedings.

Interrogatory No. 68:

68. Do Applicants have any kind (including drafts) of projection, analysis, estimate, schedule, etc., as to how much of the construction that has been performed, is currently being performed, or is anticipated will be performed is attributable to, or related to, design changes? What does Applicants' trending show in this regard? If any such information exists, identify it with reasonable specificity.

Objection:

This Interrogatory is objected to as seeking information which is irrelevant to these proceedings. The only place where this information might have potential probative value would be in the currently suspended CPA docket. Imposing the burden of providing detailed answers to this interrogatory would therefore be antithetical to the discovery suspension orders entered by the Appeal Board and the Licensing Board in that proceeding.

Interrogatory No. 69:

69. Q. 6, 7, 23, 39, 40, 43, 44, 51, and 56 (and perhaps others) used the word "generic":

(a) In your responses to those questions, include a statement as to whether each was/is generic to the nuclear industry or generic only to Comanche Peak (i.e., is it a unique, novel, or unusual design).

(b) For each of the items in your response to (a) above which are designs which are unique, novel, or unusual only to Comanche Peak, where in Applicants' PSAR was each such item specified and discussed?

Objection:

These Interrogatories are objected to on the grounds that the term "generic" is a term employed, but not defined, by the Intervenor. It presumably means whatever Intervenor

intended it to mean, but inasmuch as we have been unable to determine what that is -- See our responses to the specified interrogatories, supra -- we are unable to respond to the questions posed here.

Interrogatory No. 70:

70. Q. 28 and 29 inquire about methodology and procedures which are being used by Stone & Webster regarding certain specific aspects of design.

(a) Is Stone & Webster, in its reanalyses and/or reinspection of pipe supports at Comanche Peak, employing methodology and/or procedures which differ from the methodology and/or procedures utilized by Applicants in their previous analyses or reanalyses, and/or inspections or reinspections? Specifically state whether or not each such different methodology or procedure is being utilized for an item which is one of Walsh/Doyle allegations, and state which specific allegation is involved in each instance.

(b) If the answer(s) to (a) above is yes, please provide a brief summary of the differences in each such instance. Include in your answer the reason for the differences in each such instance.

Objection:

Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether

in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

(a) Yes. The methodologies and procedures utilized by SWEC are different than those used previously by the Applicant. The CPRT DSAP IX, paragraph D, Action Plan Details, states that Stone & Webster will use their existing technical guidelines and procedures and develop new procedures and criteria to resolve special technical concerns and incorporate them into a single Comanche Peak Stress and Pipe Support Design document (CPPP-7) and other administrative procedures as appropriate. SWEC has identified the concerns, allegations, and evaluations raised by groups external to the TUGCO/Comanche Peak Project organizations including Walsh/Doyle allegations that affect the pipe stress and pipe support requalification. For each issue that affects piping or supports, SWEC has reviewed the documents of the concerns and allegations to gain understanding of the background, and have developed an action plan to resolve the issue. This review is documented in "Report on Stone & Webster Engineering Corporation's Evaluation and Resolution of Generic Technical issues."

(b) Since SWEC's design criteria and procedures are being utilized for the reanalysis, comparisons to previous procedures would yield many administrative and technical differences. However, the "Report on Stone & Webster Engineering Corporation's Evaluation and Resolution of Generic Technical Issues" summarizes the cumulative concerns expressed by CASE, CYGNA and the NRC, and outlines the additional methodology and/or procedures that will be implemented by SWEC to resolve those concerns.

Interrogatory No. 71:

71. (a) Have Applicants (including the minor owners of Comanche Peak) or any of their consultants or agents attempted to ascertain what caused the problems in design at Comanche Peak (including reports, evaluations, or studies by consultants or others, investigations, etc., and including specifically any and all studies, reports, evaluations, etc., performed by or for Southern Engineering, or performed by or for any of the minor owners of Comanche Peak, and all relevant documents filed with the SEC and/or REA by Applicants and/or the minority owners).

(b) If not, why not?

(c) If so, what documents (as defined on page 2, item 3, herein, and including job or performance evaluations, checks of credentials, adequacy of credentials and training, etc.) existed in the past or currently exist regarding such attempt(s)? Our question should be answered regarding not only engineering personnel per se but also regarding anyone who made decisions which impacted design. List all such documents with reasonable specificity, including date, author (name, title, organization), purpose, etc.

(d) If any documents which might have been responsive to (a) through (c) above existed in the past but no longer exist, please explain with specificity and in detail the exact circumstances regarding each such document.

(e) If so, what was/were the result(s) of such reports, evaluations, studies, etc.?

(f) Either during the research for such reports, evaluations, studies, etc., or in any other context, were there ever other individuals who expressed the same or similar concerns as Walsh/Doyle allegations?

(g) If the answer to (f) above is yes, please provide specific details regarding each such individual, including but not limited to: each specific concern(s); the individual's name, title, and organization at the time; whether or not each such individual is still employed at Comanche Peak (either onsite or offsite) and, if so, his/her current title and organization; if any such individual is no longer employed at Comanche Peak (either onsite or offsite), such individual's last known address and telephone number; the time or time period(s) during which each such concern was raised; to whom each such concern was reported; the response of each such person to whom each such concern was reported; and Applicants' interim and final resolutions of each such concern.

(f) What is Applicants' current evaluation of the competence of each (please specify by name) of Applicants' witnesses and/or affiants who participated in hearings, evidentiary depositions, and/or affidavits regarding motions for summary disposition regarding design matters?

(f) What is Applicants' current evaluation of the credibility of each (please specify by name) of Applicants' witnesses and/or affiants who participated in hearings, evidentiary depositions, and/or affidavits regarding motions for summary disposition regarding design matters?

(g) Is it currently Applicants' belief that any or all (please specify by name) of Applicants' witnesses and/or affiants who participated in hearings, evidentiary depositions, and/or affidavits regarding motions for summary disposition regarding design matters were wrong in their testimony, evaluations, analyses, and/or engineering judgement? If so, please give full and complete details regarding each such individual and his/her testimony/depositions/affidavits, along with a listing of relevant documents involved.

(h) Do Applicants have any reason to believe that any or all of the minor owners of Comanche Peak disagree in any way with Applicants' evaluations in (e), (f), and/or (g) preceding? If so, state with reasonable specificity the reason for such belief and provide a listing of all documents relating to such belief.

(i) If, in any instance, Applicants currently question the competence, credibility, and/or

testimony/depositions/affidavits of any of their witnesses or affiants, specifically what have Applicants done about each such instance? Provide a listing of all documents relating to each such response by Applicants.

(j) Please review your responses to (a) through (i) above. What is Applicants' current assessment of what your responses mean insofar as Applicants' ability to design, construct, and operate Comanche Peak?

Objection:

Applicants object to this Interrogatory for the reasons set forth in their General Objections, above, and on the ground that it seeks information regarding ongoing analyses and evaluations and which are therefore both irrelevant -- at least at this time -- and unreasonably burdensome and intrusive. The only procedures, studies or evaluations which are properly within the scope of the Contention No. 5 are those which are eventually utilized in support of the Applicants' request for an operating license. Until those submissions, whether in the form of CPRT Results Reports or otherwise, are advanced, these questions are by definition premature.

Applicants further object to the sub-parts of this Interrogatory from the second subpart labelled "(f)" through the second sub-part labelled "(g)" and the sub-part labelled "(i)" on the grounds that they request information which is irrelevant to any issues remaining within the Contention No. 5; and that they seek to harass and embarrass various persons for no legitimate purpose. Applicants further object to these interrogatory subparts on the grounds that

witnesses' competence or credibility are subjects for the determination by the Board and the opinions of parties or witnesses regarding those subjects are neither admissible evidence nor proper matters upon which discovery may be had.

Applicants object to the sub-part of this Interrogatory labelled "(j)" on the ground that it requests information which is irrelevant to the remaining issues comprised within the Contention No. 5. Applicants' current beliefs regarding their abilities to comply with the Atomic Energy Act are not relevant to the Contention No. 5 in this proceeding. The only relevant issue is whether (within the topical scope of that contention) they have done so. That matter will be determined by probative evidence of Applicants' accomplishments, not subjective reports of their expectations. The interrogatory is calculated only to harass the Applicants.

In addition, the individual Minority Owners of CPSES in their separate capacity object to these interrogatories to the extent and on the grounds set forth in Appendices 71-A, 71-B and 71-C to these interrogatories.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants (see "Responses of Minority Owners" in "General Objections," supra) submit the following information.

(a) Yes.

- (b) Not applicable.
- (c) The CPRT program has been initiated to address this concern. The CPRT Central File and Working Files for each action plan will be made available for inspection and copying by CASE in the manner and at the times set forth in "General Objections: Discovery Relating to CPRT," supra.
- (d) TUGCO has no document destruction policy. Therefore, Applicants can not respond to this Interrogatory.
- (e) Not applicable.
- (f) Yes, others have previously expressed the same or similar concerns as Walsh/Doyle allegations. Instances as brought to the attention of the Applicant have been discussed in the Operating License case in the form of affidavits (of Messrs. Finneran and Iotti) filed with the Board and CASE's discovery on those affidavits. In addition, the NRC and CYGNA have expressed similar concerns. These concerns are contained in NRC (SIT) and CYGNA meeting transcripts and in their respective reports. These documents have previously been made available to CASE in response to the request for production of documents associated with Interrogatory 3 of Set 1 (CPA). Applicants have only become aware of one or other instance in which

an individual has expressed concerns similar to Walsh/Doyle allegations. The details are as follows:

On August 19, 1985, S.M.A. Hasan, an engineer who was being released back to his employer, Nuclear Power Services, Inc., was asked by John C. Finneran, Jr., whether he had any concerns that he (Hasan) felt were important to the safety of the plant. Hasan responded that he did not have any concerns that he felt were important to the safety of the plant, although he did refer to ten "inconsistencies" that he thought should be clarified. Hasan's "inconsistencies" are listed in a two-page handwritten memorandum prepared by Finneran on August 19, 1985, a copy of which will be made available for inspection and copying. Some of these "inconsistencies" are similar to matters raised by Walsh/Doyle.

(g) Hasan was working as a pipe support engineer in the Pipe Support Engineering organization at Comanche Peak; he is not now employed at Comanche Peak (either onsite or offsite); his last known address is c/o Marya Young, Government Accountability Project, 1555 Connecticut Avenue, N.W., Suite 202, Washington, D.C. 20036; Finneran's response to Hasan's "inconsistencies" was to make Stone & Webster aware of these "inconsistencies" so that they could include

them in their overall evaluation of external allegations regarding piping and pipe supports.

(h) No.

(a-h) The separate responses (answers and objections) of each of the minority owners of CPSES are set forth in appendices 71-A, 71-B and 71-C to these answers.

Interrogatory No. 72:

72. (a) CASE has not received anything to Cygna from Applicants or from Cygna in some time. What has Cygna been doing in the past 10 or 12 months or so? What is the current status of Cygna's review of Comanche Peak (including any time estimates of completion of reports, etc.)?

(b) Have there been any contacts between Cygna and Applicants for which communications reports or other summaries have not been prepared? Or have there been such reports with which CASE has not been supplied? If the answer to either of these questions is yes, please list all such communications both to Cygna from Applicants and to Applicants or others from Cygna.

(c) Provide a listing of all documents provided to Cygna by Applicants or others regarding Comanche Peak from the time Cygna first began its review of Comanche Peak, including the date on which Cygna received each document (similar to the computerized listing with which CASE was provided a year or so ago by Cygna, but updated).

Objection:

The Applicants object to this interrogatory on the ground that it is not relevant to any issue in the Operating License proceeding. As the Applicants have previously stated, it is their intention to place principal reliance to demonstrate that Comanche Peak meets the OL licensing standard, insofar as it is implicated by Contention 5, upon sources other than Cygna. See Tr. 24403-05 (4/22/86).

Unless and until someone offers Cygna as a witness, or declares an intention to do so, discovery as to the activities of and opinions held by Cygna is not permissible.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Attached hereto as Appendix 72-A is the letter dated July 3, 1986 from CYGNA in which CYGNA has provided its response to sub-part (a) of this interrogatory.

(b) Through September 5, 1985, reports of all telephone conversations were being transmitted to all parties on a regular basis. Since that time, communications with TUGCO have been minimal. A few communications reports were drafted since that time but not finalized. These unissued communication reports will be transmitted to CASE as attachments to Letters 84042.48 and 84056.101.

(c) Logs of such transmissions are available for inspection and copying at the offices of Texas Utilities Generating Company, 400 North Olive Street, Dallas, Texas, at such dates and times during regular business hours as may be agreed upon among the counsel and representatives of the parties.

Interrogatory No. 73:

73. Has any independent organization reviewed the design of the buildings and all appertenances to the

buildings? If so, what organization specifically has done so? What were the results of their review?

Objection:

The Applicants object to this interrogatory on the ground that, as framed, it is vague, limitless and not restricted to matters that are (or might even conceivably be) relevant to the Contention No. 5. Absent clarification or qualification, the phrase "buildings and all appertenances [sic] to the buildings" includes every item constructed, furnished to or erected at CPSES.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

Yes. The DAP Civil/Structural discipline third-party reviewers are reviewing the design of selected buildings as part of the DSAP VIII action plan activities. Stone & Webster is reviewing the general civil/structural design methodologies of certain building. If identified, problems will be turned over to CPRT for inclusion on DSAP VIII.

Interrogatory No. 74:

74. Has the CPRT or any other organization of Applicants or their agents addressed items such as the following which were not specifically identified in the CPRT plan, by the NRC's TRT or Staff, or by external sources (including CASE)? (As one example of the type of thing we're talking about: Has drainage plumbing been looked at closely? Are P-traps in place (which are above safety-related items which must work properly)? Has cast iron plumbing been used above safety-related items?)

Objection:

Applicants object to this Interrogatory insofar as its general terms are unintelligible. For example, it is impossible to determine what other "items" are intended to be referenced therein except for those specified as examples to the question.

Answer:

Without waiving, but rather expressly relying upon, its objections to this interrogatory heretofore set out, the Applicants submit the following information.

The TUGCO Damage Study Group reviews interaction of non-seismic structures and safety related systems and components. These activities are accomplished in accordance with the following procedures:

TUGCO procedure, TNE-DC-23 "Unit 1 Damage Study Analysis"

TUGCO procedure, TNE-DC-9 "Unit 2 Damage Study Analysis"

Ebasco procedure, CP-DS-01 "Procedures for Pipe Break Evaluations"

These activities include evaluation of drain lines, cast iron plumbing, and those P-Traps that are included in the drain lines and plumbing.

As part of ISAP II.d the CPRT Third-party is reviewing the scope, criteria and selected implementation of the Damage Study program. Among other items, this effort includes consideration of the efforts of postulated failures

of non-seismic items on safety related equipment. The results of this effort will be documented in the Results Report for ISAP II.d.

In addition, Ebasco has performed evaluations of the TUGCO Damage Study Group which were identified in the supplemental response to Interrogatory 3 of Set 1 in the Construction Permit Extension docket.

Interrogatory No. 75:

75. Do you intend to call any witness (either in hearings, in evidentiary deposition, or as an affiant in a written filing) in any portion of the remainder of the operating license hearings? If the answer is yes, supply the following information regarding each such witness:

(a) Name, address, and telephone number.

(b) Organization, company affiliation, title, and a brief job description.

(c) A summary of his/her professional and educational background.

(d) Any other information bearing on such individual's specific qualifications to testify with respect to the specific issues regarding which such testimony will be given.

(e) Is such individual testifying as an expert witness? If so, in what specific area(s) of expertise?

(f) The nature of the witness's testimony and a brief summary of such testimony.

(g) List or identify with specificity any and all documents on which such individual intends to rely, or relies, in giving his/her testimony.

(h) State whether or not such individual or an organization with which such individual is affiliated has conducted any research or made any studies, calculations, reports, or other documents on which such individual intends to rely, or relies.

(i) If the answer to h. above is yes, state briefly the scope and nature of such research or study.

(j) If the answer to h. above is yes, provide details as to who (name, title, organization) requested such research or study.

(k) State whether or not such individual or an organization with which such individual is affiliated has conducted any research or made any studies, calculations, reports, or other documents on which such individual does not intend to rely but which may be relevant to the matters at issue in the construction permit proceedings.

(l) Provide for inspection and copying any and all documents referenced in your responses to (a) through (k) above.

(m) Provide copies of each witness's testimony at least 14 days prior to hearings/evidentiary deposition (or whatever other time period the Board shall order).

(n) Provide for inspection and copying at least 14 days prior to hearings/evidentiary deposition (or whatever other time period the Board shall order) any and all documents on which the witness relied in such testimony.

Answer:

Yes.

(a) The Applicants have not yet determined who will be called by them to the witness stand.

(b) See the response to sub-part (a) of this interrogatory.

(c) See the response to sub-part (a) of this interrogatory.

(d) See the response to sub-part (a) of this interrogatory.

(e) See the response to sub-part (a) of this interrogatory.

(f) See the response to sub-part (a) of this interrogatory.

(g) See the response to sub-part (a) of this interrogatory.

(h) See the response to sub-part (a) of this interrogatory.

(i) See the response to sub-part (a) of this interrogatory.

(j) See the response to sub-part (a) of this interrogatory.

(k) See the response to sub-part (h) of this interrogatory.

(l) See the response to sub-part (a) of this interrogatory.

(m) The Applicants will file and serve such testimony as they propose to offer in these proceedings in accordance with such orders regarding the same, or agreements with CASE regarding the exchange of testimony, as may be entered or reached. Inclusion of a demand such as is contained in this sub-part is not proper discovery under the Commission's Rules of Practice.

(n) The Applicants will provide for inspection and copying, at the locations at which such documents are kept, such documents as may be properly called for by CASE in requests for the production of documents, except that, regardless of whether called for or not, the Applicants will

produce the Central Files and Working Files for the CPRT action plans at the time and in the manner set forth in "General Objections: Discovery Relating to CPRT," supra.

Requests for Production of Documents

First Unnumbered Request:

CASE requests that Applicants produce the original or copies of all documents in Applicants' (including the minority owners) or their agents' custody, possession or control that refer or relate in any way to documents identified in or used for answering the interrogatories in this entire Set of Interrogatories and Request for Documents

Objection:

The Applicants object to this request on the ground that the operative term "that refer or relate in any way to documents . . . used for answering . . ." is too vague to permit a response and fails to comply with the requirement of 10 CFR sec. 2.741 that requests for the production of documents "shall set forth the items to be inspected either individually or by category, and describe each item or category with reasonable particularity."

Response:

Without waiving the foregoing objection, the Applicants will produce for inspection and copying, either at the offices of Texas Utilities Generating Company, 400 North Olive Street, Dallas, Texas, or at the CPSES site (depending upon the situs of the document), at such time during regular business hours as may be mutually agreed upon by counsel or representatives of the parties, such of the documents

specifically identified in the foregoing answers to interrogatories as CASE may designate. Each of the minority owners of CPSES will produce, at their home offices (or such other place as the document is regularly kept), at such time as may be mutually agreed upon by counsel or representatives of the parties, such of the documents as may have been specifically offered for production in Appendices 71-A, 71-B and 71-C of the foregoing answers to interrogatories.

Request No. 1:

In regard to the preceding questions relating to items reportable or potentially reportable under 10 CFR 50.55(e), please be sure to provide all documents that refer or relate in any way to your response, including but not limited to all logs of 50.55(e) items, notes of initial verbal notifications to NRC Region IV, initial written notifications to NRC Region IV, all follow-up notifications item (including, if Applicants decided to the item was not in fact reportable, all documents relating to and/or supporting that decision.

Objection:

The Applicants object to this request on the ground that the operative terms "that refer or relate in any way to your response" and "relating to the 50.55(e) item" are too vague to permit a response and fails to comply with the requirement of 10 CFR sec. 2.741 that requests for the production of documents "shall set forth category, and describe each item or category with reasonable particularity."

Response:

Without waiving the foregoing objection, the Applicants will produce for inspection and copying, either at the offices of Texas Utilities Generating Company, 400 North Olive Street, Dallas, Texas, or at the CPSES site (depending upon the situs of the document), at such times during regular business hours as may be mutually agreed upon by counsel or representatives of the parties, the following documents:

(i) All logs of 50.55(e) notifications, provided that CASE specify the inclusive dates of the period in respect of which it wishes such logs produced;

(ii) All memoranda prepared for the purpose of recording initial verbal 50.55(e) notifications, provided that CASE specify the notice for which it wishes the documentation produced (see the response to Interrogatory No. 8, supra);

(iii) All initial and follow-up written 50.55(e) notifications, provided that CASE specify the notice for which it wishes the documentation produced (see the response to Interrogatory No. 8, supra; and

(iv) In the case of any item formally designated by the Applicants as "potentially reportable" under section 50.55(e) but subsequently determined not to be reportable, the document(s) constituting the analysis by which such determination was made, provided that CASE

provide some reasonably specific indication of either (a) the period of time in question or (b) the type of item in question.

Request No. 2:

Provide copies of all NCR logs which CASE has not already received. Provide for inspection and copying all NCRs written since the beginning of the CPRT effort and Stone & Webster effort. (Please check with CASE's Mrs. Ellis for further details regarding which logs and NCRs we have already received; we will work with you on this.)

Objection:

The Applicants object to this request on the ground that no effort has been made to limit the scope of the NCR material requested to matters relevant to Contention 5. The Applicants further object to this request on the ground that, as framed, it is tentative and vague, makes no present demand or request, and fails to comply with the requirement of 10 CFR sec. 2.741 that requests for the production of documents "shall set forth the items to be inspected either individually or by category, and describe each item or category with reasonable particularity." The Applicants further object to the production of NCRs for any period prior to June 30, 1984, on the ground that discovery as to such matters is untimely.

Response:

1. NCR Logs. Without waiving the foregoing objection, the Applicants will produce for inspection and copying, either at the offices of Texas Utilities Generating Company,

400 North Olive Street, Dallas, Texas, or at the CPSES site (depending upon the situs of the document), at such times during regular business hours as may be mutually agreed upon by counsel or representatives of the parties, the NCR logs for any period specified by CASE subsequent to June 30, 1984. The Applicants further respond that CASE made the same request informally on January 14, 1986, in a telephone communication between its representative and counsel for the Applicants, and was at that time told the same thing, in response to which CASE's representatives said that she would get back to us with respect to the period in question and as to whether CASE preferred to inspect the logs at their situs or to receive photocopies thereof directly, but since that date CASE's representative has not so responded.

2. NCRs. The Applicants have agreed with CASE informally to provide CASE with copies of NCRs written as a result of CPRT activities and since approximately July 1, 1986 (the time at which a separate log of CPRT-generated NCRs began to be kept), in manageable weekly installments, and subject to CASE's paying for the cost of such copies. Further, the Applicants have in fact been providing CASE with such copies, notwithstanding the fact that CASE has failed and refused to pay the copying bills therefore, which now exceed \$1,500. The Applicants are uncertain, given the instant request, whether that arrangement is intended by CASE to be superseded. Notwithstanding, the Applicants will

produce for inspection and copying, either at the offices of Texas Utilities Generating Company, 400 North Olive Street, Dallas, Texas, or at the CPSES site (depending upon the situs of the document), at such times during regular business hours as may be mutually agreed upon by counsel or representatives of the parties, NCRs for any period specified by CASE subsequent to June 30, 1984.

Signatures

As to Answers:

I, L. Ed Powell being first duly sworn, do depose and say that I am the Executive Assistant to the Vice President of Texas Utilities Generating Company ("TUGCO"), that I am familiar with the information contained in the TUGCO files, that I have assisted in the preparation of the foregoing answers, and that the foregoing answers are true, except insofar as they are based on information that is available to TUGCO but not within my personal knowledge, as to which I, based on such information, believe them to be true.

L. Ed Powell

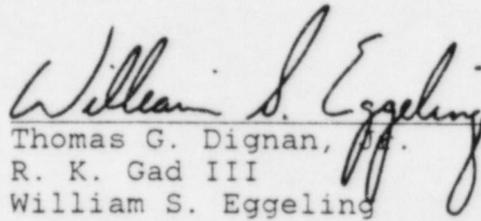
L. Ed Powell

Sworn to before me this
25th day of July, 1986:

Dewson Johnson
Notary Public

My Commission Expires: 3/12/90

As to Objections:



Thomas G. Dignan, Jr.
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Counsel for the Applicants

Appendix 8-A

SDAR INDEX-07/01/86

<u>NO.</u>	<u>SUBJECT</u>	<u>DETERM.</u>	<u>STATUS</u>
85-01	MAIN CONTROL BOARD CABLE SEPARATION VIOLATION	NR	TXX-4411
85-02	CABLE SPREAD ROOM FIRE PROTECTION-3 HR BARRIER	NR	TXX-4410
85-03	STEAM GENERATOR UPPER LATERAL SUPPORT BEAMS	R	TXX-4415
85-04	CONTAINMENT SPRAY HEADER ISOLATION VALVES	R	TXX-4437
85-05	DG ENGINE CONTROL PANEL AIR FILTER BOWLS	R	TXX-4428
85-06	ERF COMPUTER TERMINATION POINTS	NR	TXX-4447
85-07	ELECTRICAL CABLE BUTT SPLICES	NR	TXX-4490
85-08	SUMP ISOLATION VALVE MOTORS	NR	TXX-4481
85-09	VALVE WEIGHT DISCREPANCIES	NR	TXX-4473
85-10	RELIANCE CONTROL BOARD EQ DOCUMENTATION	NR	TXX-4523
85-11	INSTRUMENTATION TUBE FITTING LOCATIONS	R	TXX-4454
85-12	AFW PRESSURE CONTROL-FEED WATER LOW FLOW TO S/G	R	TXX-4456
85-13	UNDETECTED FAILURE IN SAFETY FEATURES ACT.SYS.	R	TXX-4457
85-14	UNAUTHORIZED SUPPORT REPAIRS	R	TXX-4465
85-15	EQUIPMENT HATCH UNIT 1 UNEVAL. BEARING FORCES	NR	TXX-4460
85-16	PHOENIX STEEL-PART 21 WALL THICKNESS QUESTION	NR	TXX-4505
85-17	PART 21-CORE EXIT TEMPERATURE MONITORING ERRORS	NR	TXX-4485
85-18	SPECIFIC CRITERIA FOR CONCRETE ANCHORS IN THE PROXIMITY OF EMBEDDED ANGLED NOT DEFINED	R	TXX-4492
85-19	CONDUIT SUPPORT SPANS	P*	10/21/86
85-20	WHIP INTERACTION POSSIBLE-FW BREAK/CS HEADERS	R	TXX-4516
85-21	DG POTENTIAL CONTROL PANEL OVERHEATING	NR	TXX-4493
85-22	CONTAINMENT ISOLATION VALVES	NR	TXX-4575
85-23	CONTAINMENT SPRAY PUMP	NR	TXX-4563
85-24	TERMINATION OF FIRE DETECTION DETECTORS	NR	TXX-4533
85-25	SEQUENCING FIRE PROT. COMPONENTS FOR HVAC/CCW	NR	TXX-4578
85-26	UPPER LATERAL RESTRAINT EMBEDMENT DESIGN	P*	08/15/86
85-27	SEISMIC GAP LESS THAN DESIGN-CPRT ITEM II.C	R	TXX-4650
85-28	PIPE SUPPORTS WELD LENGTH ANALYSES	NR	TXX-4550
85-29	DESIGN OF ARCHITECTURAL FEATURES	R	TXX-4552
85-30	SWITHGEAR CABINET VENDOR TERMINATION	NR	TXX-4598
85-31	ELECTRICAL RACEWAY SUPPORT SYSTEM DESIGN	P*	10/21/86
85-32	FEEDWATER REG VALVE SINGLE POWER SUPPLY	NR	TXX-4600
85-33	NON-SEISMIC TO SEISMIC INTERACTION	NR	TXX-4577
85-34	CONDUIT SUPPORT SYSTEM	P*	10/21/86
85-35	CABLE TRAY HANGER DESIGN	P*	10/21/86
85-36	TRAIN 'C' CONDUIT SUPPORTS	P*	07/03/86
85-37	QUALIFICATION/CERTIFICATION OF INSPECTORS	R	TXX-4569
85-38	CONTROL BOARD SEPARATION MATERIAL	NR	TXX-4715
85-39	EQUIPMENT CONDUIT INTERFACE	P*	08/15/86
85-40	FLUX MAPPING SEAL TABLE RESTRAINTS	R	TXX-4633
85-41	COMPUTER PROGRAM ERRORS	NR	TXX-4716
85-42	CONDUIT LOADING BY THERMOLAG	P*	10/21/86
85-43	QUALIFICATION OF PLANT TEMPERATURES	R	TXX-4659
85-44	QUALIFICATION OF 480V SWITCHGEAR	P*	07/17/86
85-45	REBAR DAMAGE	NR	TXX-4761
85-46	DAMAGE STUDY EVAL. OF W ANALYZED PIPING	R	TXX-4658
85-47	USE OF AMPTECTOR IIA RELAYS	NR	TXX-4682
85-48	DG INTAKE SILENCER INTERNALS	NR	TXX-4683
85-49	MAIN STEAM LINE FLUID TRANSIENT	R	TXX-4656
85-50	CABLE TRAY TEE FITTINGS	P*	10/21/86
85-51	APPLICATION OF LOW SULPHUR CONTENT A588 STEEL	NR	TXX-4722
85-52	CABLE TRAY HANGER REVERIFICATION PROGRAM	R	TXX-4657
85-53	ADEQUACY OF SEISMIC CATEGORY II PLATFORMS	P*	07/30/86
85-54	SEISMIC QUALIFICATION OF HVAC SUPPORTS	P*	09/26/86

1985: 54 TOTAL SDARS--17 REPORTABLE. 12 POTENTIAL

SDAR INDEX-07/01/86

<u>NO.</u>	<u>SUBJECT</u>	<u>DETERM.</u>	<u>STATUS</u>
86-01	WEIDMULLER TERMINAL BLOCKS	NR	TXX-4712
86-02	TURBINE-DRIVEN AFW PUMP PERFORMANCE	NR	TXX-4723
86-03	CLASS 1E INSTRUMENT TECHNIQUES	R	TXX-4692
86-04	RICHMOND INSERTS TO EMBEDDED PLATE	P*	07/18/86
86-05	SAFETY CLASS PIPE SUPPORTS MOUNTED TO NSS EMBEDDED PLATE	NR	TXX-4776
86-06	PUMP AND DRIVER DOWELING	NR	TXX-4704
86-07	SERVICE WATER SYSTEM LEAKAGE	R*	07/30/86
86-08	SUPER HILTI-KWIK BOLT INSTALLATIONS	P*	08/15/86
86-09	DG INLET/EXHAUST VALVE SPRINGS	NR	TXX-4724
86-10	ELECTRICAL PENETRATION ASSEMBLIES	R*	07/22/86
86-11	PUMP IMPELLER LINEAR INDICATIONS	R*	09/23/86
86-12	COMMODITY INSTALLATIONS AT SEC.WALL DESIGN GAP	P*	07/21/86
86-13	JET IMPINGEMENT LOAD REVIEW	P*	07/03/86
86-14	6.9KV SWITCHGEAR BREAKER WELD FAILURE	P*	07/29/86
86-15	DIESEL GENERATOR CONTROLS	P*	07/18/86
86-16	FIRE EFFECTS ON INSTRUMENT TUBING	P*	09/05/86
86-17	MINIMUM CONCRETE COVERAGE	P*	09/05/86
86-18	SAFETY CHILLED WATER CHILLER UNITS	R*	07/24/86
86-19	PRESSURE INSTRUMENT INSTALLATIONS	R*	07/30/86
86-20	WFI NUCLEAR PRODUCTS	NR	TXX-4870
86-21	QUALIFICATION OF RAYCHEM KIT NPKS-02-01	P*	07/16/86
86-22	SG'S AREA FAN COOLERS	P*	07/14/86
86-23	P-10 PERMISSIVE	R	TXX-4835
86-24	SPACE AND MOTOR HEATERS	P*	09/05/86
86-25	BREAKER/FUSE COORDINATION	P*	07/22/86
86-26	CONTAINMENT SPRAY SYSTEM PIPING	NR	TXX-4799
86-27	CCW RADIATION DETECTORS	NR	TXX-4800
86-28	SERVICE WATER SYSTEM DISCHARGE	NR	TXX-4801
86-29	ACCEPTANCE TEST OF AIR OPERATED VALVES	NR	TXX-4802
86-30	UPS INVERTERS	P*	08/15/86
86-31	DG LUBE OIL SUMP TANK FOOT VALVES	P*	08/22/86
86-32	THRU-WALL EMBEDDED CONDUIT SLEEVES	P*	07/24/86
86-33	STIFFNESS VALUES FOR CLASS 1 STRESS ANALYSIS	P*	08/22/86
86-34	DEFECTIVE FIRE STOP INSTALLATIONS	P*	08/15/86
86-35	MOTOR OPERATORS FOR MANUAL VALVES	R*	07/21/86
86-36	PIPE SUPPORTS	R*	08/13/86
86-37	CLASS 1E BATTERY CHARGER COMPONENTS	P*	07/16/86
86-38	TRACEABILITY OF 1E PIGTAIL EXTENSIONS	P*	07/21/86
86-39	CABLE TRAY "C-TYPE" CLAMP SHIM DIMENSIONS	P*	10/21/86
86-40	APPLICATION OF NON-QUALIFIED AGASTAT RELAYS	P*	08/15/86
86-41	SMALL LOCA MODE 4 OPERATION	P*	08/13/86
86-42	I&C CABINET POWER SUPPLY BREAKERS	P*	07/30/86
86-43	ITT BARTON MODEL 580 SERIES SWITCHES	P*	07/03/86
86-44	WELDED ATTACHMENTS TO EMBEDDED STRIP PLATES	P*	07/07/86
86-45	SEISMIC CATEGORY II SYSTEMS & COMPONENTS	P*	07/07/86
86-46	GOULD BATTERY RACKS TRANSVERSE BRACING	P*	07/11/86
86-47	FIRE PENETRATION SEAL DESIGN	P*	07/16/86
86-48	ADEQUACY OF NONCONFORMANCE DISPOSITIONS	P*	07/16/86

1986: 48 TOTAL SDARS--9 REPORTABLE, 29 POTENTIAL

APPENDIX
71-A

SEPARATE RESPONSES OF BRAZOS
ELECTRIC POWER COOPERATIVE, INC.

71 (a) With the significant qualifications below, Brazos has not made independent efforts to "ascertain what caused the problems in design at Comanche Peak." Under Brazos' Joint Ownership Agreement, Brazos has a right to rely on the Project Manager, i.e., the TUGCO division of TUEC, as agent for Brazos relating to the design, construction, and operation of the Project, with sole responsibility for the licensing, design and construction of the Project, with regard to such matters. TUEC is further obliged to provide Brazos with all significant information concerning the construction of Comanche Peak.

Brazos has become increasingly concerned over cost overruns and delays associated with Comanche Peak. It has been aware of Nuclear Regulatory Commission staff and ASLB findings and criticisms related to the Project. In this context, and in order to protect its investment in Comanche Peak, it has sought at Owners' Committee meetings to ascertain the causes of cost overruns and delays. It has retained Southern Engineering and, later, GDS to advise it.

Ultimately, it wrote certain letters, which are attached hereto, expressing its dissatisfaction.

On June 23, 1986, Brazos filed the attached complaint against TUEC, and affiliated companies, in the District Court of Travis County, Texas, and it subsequently filed a substantially identical counterclaim in a suit that had previously been filed by TUEC in Dallas County Court. Brazos informed TUEC, in the attached letter dated July 3, 1986, of its views of the consequences of TUEC's actions. While at this stage Brazos does not know "what caused the problems in design at Comanche Peak," nor does it have a present ability to independently ascertain whether and to what extent problems are "design" problems, the above actions attest to Brazos' belief and actions.

(b) See above.

(c) In addition to the monitoring performed by Southern Engineering and GDS, Brazos's knowledge of the status of Comanche Peak is based upon Owners Committee meetings and upon NRC documents available to CASE, such as SALP reports, SSERs, and ASLB orders. We shall supply any Southern Engineering or GDS reports or Owners Committee meeting minutes in our possession that may be relevant.

(d) Not Applicable.

(e) As noted in the response to (a) above, the results of Brazos's concerns respecting the cost overruns and delays afflicting Comanche Peak were the letters written by Brazos and the complaint and counterclaims recently filed.

(f) Not to Brazos's knowledge.

(g) Not Applicable.

(f) Except as discussed in (a), above, Brazos has made no independent evaluation to date of the competence of any of Applicants' witnesses or affiants. TUEC has not informed Brazos of any problems in this regard; were TUEC to have knowledge of this sort, it would be obliged under the Joint Ownership Agreement to make full disclosure to Brazos. However, Brazos cannot and does not warrant that TUEC has been acting in accordance with its obligations in this matter.

(f) Except as discussed in (a), above, Brazos has made no independent evaluation to date of the credibility of any of Applicants' witnesses or affiants. TUEC has not informed Brazos of any problems in this regard; were TUEC to have knowledge of this sort, it would be obliged under the Joint Ownership Agreement to make full disclosure to Brazos. However, Brazos cannot and does not warrant that TUEC has

been acting in accordance with its obligations at this matter.

(g) Except as discussed in (a), above, Brazos has made no independent evaluation to date of the accuracy of the testimony, evaluations, analyses, or engineering judgments submitted by any of Applicants' witnesses or affiants. TUEC has not informed Brazos of any problems in this regard; were TUEC to have knowledge of this sort, it would be obliged under the Joint Ownership Agreement to make full disclosure to Brazos. However, Brazos cannot and does not warrant that TUEC has been acting in accordance with its obligations in this matter.

(j) Brazos has made no assessment of TUEC's current ability to design, construct, and operate Comanche Peak. However, Brazos has been injured by cost overruns and schedule delays which Brazos believes to have resulted from TUEC's failures to live up to the Joint Ownership Agreement, as set forth in Brazos's complaint filed in Travis County District Court.



The Brazos System

Brazos Electric Power Cooperative, Inc.

September 27, 1985

RICHARD E. McCASKILL
EXECUTIVE VICE PRESIDENT
AND GENERAL MANAGER

Mr. Michael D. Spence, President
Texas Utilities Generating Company
Skyway Tower
400 North Olive Street, L.B. 81
Dallas, Texas 75201

Re: Additional Written Notice of Default by TUGCO and TUEC
of Obligations Under the Joint Ownership Agreement for
Comanche Peak Steam Electric Station

Dear Mr. Spence:

In response to your letter of September 16, 1985, claiming that Brazos Electric Power Cooperative is in default with respect to its obligations under the Joint Ownership Agreement for Comanche Peak Steam Electric Station, as amended (hereafter "Joint Operating Agreement" or "Agreement"), Brazos hereby denies that it has committed any act of default under the Agreement. On the contrary, Texas Utilities Generating Company ("TUGCO"), Texas Utilities Electric Company ("TUEC"), and their affiliates (including Dallas Power & Light Company, Texas Electric Service Company and Texas Power & Light Company) have breached the Agreement and are in default of their obligations under the Agreement.

TUGCO and TUEC failed to have the plant in commercial operation as scheduled and within the budget estimates that TUEC presented to Brazos to induce Brazos to enter into the Joint Ownership Agreement. In June, 1979, when Brazos entered into the Joint Ownership Agreement for a 3.8% share of the Comanche Peak Units, the cost estimate for the construction of the Comanche Peak units was approximately \$2.325 billion. TUGCO agreed that it would "act with due diligence in performing its obligations and will use its best efforts to timely complete construction of, and place into service, each Unit of the Project." (Section 3.04 of the Joint Operating Agreement.) The Agreement calls for the Date of Commercial Operation for Unit 1 to be January, 1981 and Unit 2 to be January, 1983. Although the Agreement recites that the Parties recognize that the actual dates may vary from the estimates given for commercial operation, Section 2.02 of the contract also states that cost estimates given at the time of closing will be "realistic and current."

Because of TUGCO's and TUEC's apparent failure to prepare the plant for licensing, it now appears that Unit 1 will not be ready for commercial operation at rated capacity until late 1986, and there are no guarantees against additional delays. The total cost of the units (including AFUDC) could be approximately \$4.56 billion or more.

EXHIBIT K

for commercial operation at rated capacity until late 1986, and there are no guarantees against additional delays. The total cost of the units (including AFUDC) could be approximately \$4.56 billion or more.

The substantial discrepancy between TUGCO's promised performance and its actual performance as well as its continuing inability to perform its obligations under the contract lead Brazos to conclude that TUGCO misrepresented its ability to manage the plant, misrepresented its ability to select and/or supervise competent contractors, misrepresented the competence of the major contractors selected by TUGCO, specifically Brown & Root and Gibbs & Hill, and misrepresented its ability and intent to comply with Nuclear Regulatory Commission ("NRC") regulations, especially in the areas of quality assurance and quality control.

TUGCO's and TUEC's failure to construct and place the Comanche Peak units in operation within a reasonable time and cost is the direct result of TUGCO's and TUEC's substantial breach of their duties under their contract with Brazos and their other legal obligations. Section 3.04 of the Agreement provides that TUGCO, as Project Manager, "shall have sole responsibility for and is fully authorized to act for the Parties with respect to the licensing, design, construction, operation, maintenance ... and decommissioning of the Project; and the Parties further agree that the Project Manager shall have complete possession and control of the Project" This control has extended to the hiring and supervising of architectural, engineering and design firms and other agents, employees and consultants. Brazos believes that TUGCO and TUEC have breached at least the following obligations imposed under the contract (among others):

1. the duty to employ "prudent utility practices" contained in Recitals to the contract and in Sections 1.19, 3.04, 5.02, 8.02 and 8.03 of the contract;
2. the duty to construct the plant in accordance with NRC licensing requirements and any applicable federal or state laws and regulations, including the principal architectural and engineering criteria and environmental commitments made to the NRC in accordance with standards set forth, among other places, in Sections 3.04, 5.01, 8.01, 8.03 and 23.08 of the contract; and
3. the duty to keep Brazos informed of all significant matters with respect to the construction and operation of the project, including estimates of the costs and schedule for completing the project, as required in Sections 5.03, 9.01, 9.02 and 9.03 of the contract, among others.

In addition, TUGCO and TUEC have breached numerous other express and implied legal obligations to perform the contract, including the duty to perform in a workmanlike manner and to comply with warranties and independent standards of the law, and it may have breached Section 22 relating to training.

Mr. Michael D. Spence
10/7/85, Page 3

Under the terms of Section 3.04, TUGCO and TUEC promise to indemnify Brazos for damages, losses or expenses sustained by Brazos as a result of a breach of the Joint Ownership Agreement by the Project Manager or its agents, servants or employees.

Many of TUGCO's and TUEC's failures to conform to NRC regulations have been identified by the special Technical Review Team ("TRT") and the Construction Assessment Team ("CAT") of the Nuclear Regulatory Commission as well as by the consultant Cygna. For example, in a December 28, 1983 decision, the Licensing Board concluded that TUEC's and TUGCO's iterative design process is not a satisfactory fulfillment of the requirement of 10 C.F.R. Part 50, Appendix B, to promptly identify and correct design deficiencies. In that decision, the Board states that a number of the design problems identified (by CASE's witnesses, among others) could have been detected and mitigated had an appropriate quality assurance program been in place. Examples include specific problems subsequently reviewed and identified by the TRT and CAT assessments and by Cygna, including those relating to the design and construction of the pipe supports and the design and installation of the cable trays. Other deficiencies in TUGCO's performance are identified in the reports of those groups, including numerous deficiencies in the quality assurance/quality control areas ranging from inadequate training of inspectors to failure to perform audits. TUGCO's commitment to aggressively implement quality assurance/quality control requirements in certain areas has been questioned by the TRT.

In addition, it appears that TUGCO's and TUEC's handling of the licensing proceedings, including their failure to provide the Licensing Board with adequate responses to questions raised by intervenors, has further undermined the Board's confidence in TUGCO's and TUEC's performance as Project Manager. Such failure constitutes an additional violation of TUGCO's and TUEC's obligations under the Joint Ownership Agreement to satisfy NRC requirements and secure a license to operate the Comanche Peak units.

As a result of the behavior described above, and related and similar behavior, TUGCO and TUEC are in violation of the Texas Deceptive Trade Practices Act. Each of the failures of performance described above constitutes the breach of an express or implied warranty and unconscionable action or course of action under Sec. 17.50(a) of the Act. In addition, TUGCO's and TUEC's actions constitute one or more unlawful false, misleading, or deceptive acts or practices as enumerated in Sec. 17.46(b) of the Act.

TUGCO's and TUEC's conduct constitutes a producing cause of actual and substantial damages to Brazos in the form of increased costs for Brazos' share of the Comanche Peak units, increased interest expense on Brazos' debts associated with its participation in the Comanche Peak unit, and deprivation of a source of power, among other things. The damages claimed by Brazos amount to \$205,000,000, to date, including overheads, interest and attorneys fees. In addition, Brazos will claim any additional amounts incurred until

Mr. Michael D. Spence
10/7/85, Page 4

the issue is resolved. Brazos intends to make a claim for treble damages under the Act if no satisfactory offer of settlement is received within thirty days after the date of this letter.

Brazos preserves all its rights and remedies. Because specific items of breach or legal claims are not mentioned, they are not waived. References to TUEC include TUGCO and all other affiliates.

Very truly yours,

Richard E. McCaskill
Richard E. McCaskill

REM:lr

cc: Mr. Peter B. Tinkham, Secretary
Mr. J. S. Farrington, Chairman, TUEC
Mr. T. Michael Ozymy, Director, Special Projects, TUGCO
Mr. John Butts, General Manager, Tex-La Electric Cooperative of Texas, Inc.
Mr. Juan D. Nichols, President, Tex-La Electric Cooperative, Inc.
Mr. E. L. Wagoner, General Manager, TMPA
Mr. Marvin P. Tate, Vice President, TMPA
Mr. Frank Bennett, Director, Southwest Area-Electric, REA
Mr. Thomas L. Eddy, Chief, Power Eng. Branch, REA
Mr. Charles B. Gill, Governor, CFC
Mr. Richard Bulman, Loan Officer, CFC
Mr. John W. Beck, Chairman, Comanche Peak Owners Committee



The Brazos System

Brazos Electric Power Cooperative, Inc.

October 1, 1985

RICHARD E. McCASKILL
EXECUTIVE VICE PRESIDENT
AND GENERAL MANAGER

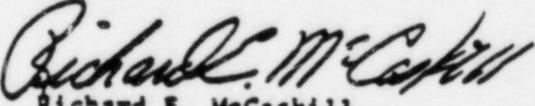
Mr. Peter B. Tinkham, Secretary
Texas Utilities Company
Texas Utilities Electric Company
Texas Utilities Fuel Company
Texas Utilities Mining Company
Texas Utilities Services, Inc.
2001 Bryan Tower
Dallas, Texas 75201

Re: Additional Written Notice of Default by TUGCO and TUEC
of Obligations Under the Joint Ownership Agreement for
Comanche Peak Steam Generating Station

Dear Mr. Tinkham:

Last Friday, I sent to Mr. Michael D. Spence on behalf of Brazos Electric Power Cooperative the attached letter notifying the Texas Utilities Generating Company ("TUGCO"), the Texas Utilities Electric Company ("TUEC"), and their affiliates, of a breach and default in their obligations with regard to the Joint Ownership Agreement for Comanche Peak Steam Electric Station and with regard to Comanche Peak. I attach and incorporate this letter as providing you with further, formal notice of such breach and default.

Very truly yours,


Richard E. McCaskill

REM:lr
Enclosure (Ltr. 9/27/85)

cc: Mr. Michael D. Spence, President, TUGCO
Mr. J. S. Farrington, Chairman, TUEC
Mr. T. Michael Ozmy, Director, Special Projects, TUGCO
Mr. John Butts, General Manager, Tex-La Electric Cooperative of Texas, Inc.
Mr. Juan D. Nichols, President, Tex-La Electric Cooperative, Inc.
Mr. E. L. Wagoner, General Manager, TMPA
Mr. Marvin P. Tate, Vice President, TMPA
Mr. Frank Bennett, Director, Southwest Area-Electric, REA
Mr. Thomas L. Eddy, Chief, Power Eng. Branch, REA
Mr. Charles B. Gill, Governor, CFC
Mr. Richard Bulman, Loan Officer, CFC
Mr. John W. Beck, Chairman, Comanche Peak Owners Committee

EXHIBIT



The Brazos System

Brazos Electric Power Cooperative, Inc.

October 7, 1985

RICHARD E. McCASKILL
EXECUTIVE VICE PRESIDENT
AND GENERAL MANAGER

Mr. Michael D. Spence, President
Texas Utilities Generating Company
Skyway Tower
400 North Olive Street, L.B. 81
Dallas, Texas 75201

Re: Errata to Letter of September 27, 1985

Dear Mr. Spence:

In reviewing our records concerning the Comanche Peak Joint Ownership Agreement, it appears that the figure \$2.325 billion identified in our September 27, 1985 letter to you as the estimate of total cost for Comanche Peak at the time Brazos entered into the Agreement was erroneous. Our records indicate that the estimate of total cost for Comanche Peak at the time Brazos entered into the Joint Ownership Agreement was \$1.7 billion. We apologize for any inconvenience this error may have caused.

Very truly yours,

Richard E. McCaskill
Richard E. McCaskill

REM:lr

cc: Mr. Peter B. Tinkham, Secretary
Mr. J. S. Farrington, Chairman, TUEC
Mr. T. Michael Ozy, Director, Special Projects, TUGCO
Mr. John Butts, General Manager, Tex-La Electric Cooperative of Texas, Inc.
Mr. Juan D. Nichols, President, Tex-La Electric Cooperative, Inc.
Mr. E. L. Wagoner, General Manager, TMPA
Mr. Marvin P. Tate, Vice President, TMPA
Mr. Frank Bennett, Director, Southwest Area-Electric, REA
Mr. Thomas L. Eddy, Chief, Power Eng. Branch, REA
Mr. Charles B. Gill, Governor, CFC
Mr. Richard Bulman, Loan Officer, CFC
Mr. John W. Beck, Chairman, Comanche Peak Owners Committee

EXHIBIT M



The Brazos System

Brazos Electric Power Cooperative, Inc

RICHARD E. McCASKILL
EXECUTIVE VICE PRESIDENT
AND GENERAL MANAGER

October 7, 1985

Mr. Michael D. Spence, President
Texas Utilities Generating Company
Skyway Tower
400 North Olive Street, L.B.81
Dallas, Texas 75201

CERTIFIED MAIL, RETURN
RECEIPT REQUESTED
No. 43790

Dear Mr. Spence:

This letter constitutes notice under Section 17.50A of the Texas Deceptive Trade Practices - Consumer Protection Act (Texas Business & Commerce Code, Title 2, Sub. Sec. 17.41 et. seq.) that Brazos Electric Power Cooperative, Inc. ("Brazos") intends to file a lawsuit against Texas Utilities Electric Generating Company ("TUGCO") and its affiliates, including Texas Utilities Electric Company ("TUEC"), Dallas Power & Light Company, Texas Electric Service Company, and Texas Power & Light Company for violations of that statute and for breaches of and defaults under the Joint Ownership Agreement for the construction of the Comanche Peak Steam Electric Station, Units 1 and 2 ("Comanche Peak"), entered into by Brazos on June 1, 1979, as amended. Under the terms of that Agreement, TUGCO acts as Project Manager for the construction and operation of the units (Joint Ownership Agreement Section 3.04).

TUGCO and TUEC have failed to have the plant in commercial operation as scheduled and within the budget estimates they presented to Brazos to induce Brazos to enter into the Joint Ownership Agreement. In June, 1979, when Brazos entered into the Joint Ownership Agreement for a 3.8% share of the Comanche Peak Units, the cost estimate for the construction of the Comanche Peak units was approximately \$1.700 billion. TUGCO agreed that it would "act with due diligence in performing its obligations and will use its best efforts to timely complete construction of, and place into service, each unit of the Project." (Section 3.04 of the Joint Ownership Agreement). The Agreement calls for the Date of Commercial Operation for Unit 1 to be January, 1981 and Unit 2 to be January, 1983. Although the Agreement recites that the Parties recognize that the actual dates may vary from the estimates given for commercial operation, Section 2.02 of the contract also states that cost estimates given at the time of closing will be "realistic and current."

TUGCO's further failure to provide Brazos with changes in cost and schedule estimates in a timely manner and its failure to keep Brazos informed of developments in the licensing process, including the identification of substantial deviations by TUGCO from NRC requirements, also constitute actionable breaches of the Agreement. Under the circumstances, none of the cost or completion schedule estimates provided by TUGCO to Brazos has reflected a reasonable assessment. Indeed, because of TUGCO's and TUEC's apparent failure to satisfy NRC regulations, it now appears that Unit 1 will not be ready

EXHIBIT N

TUGCO's and TUEC's failure to meet their obligations has caused substantial harm and damage to Brazos in the form of increased costs for Brazos' share of the Comanche Peak units, increased interest expense on Brazos' debts associated with its participation in the Comanche Peak units, and deprivation of a source of power, among other things. In addition, TUGCO's and TUEC's failure to provide timely budget, cost, and scheduling information as required by the Joint Ownership Agreement has impaired Brazos' ability to obtain financing.

TUGCO's and TUEC's failure to construct and place the Comanche Peak units in operation within a reasonable time and cost is the direct result of TUGCO's and TUEC's substantial breach of their duties under their contract with Brazos and their other legal obligations. Section 3.04 of the Agreement provides that TUGCO, as Project Manager, "shall have sole responsibility for and is fully authorized to act for the Parties with respect to the licensing, design, construction, operation, maintenance ... and decommissioning of the Project, and the Parties further agree that the Project Manager shall have complete possession and control of the Project" This control has extended to the hiring and supervising of architectural, engineering and design firms and other agents, employees and consultants. Brazos believes that TUGCO and TUEC have breached at least the following obligations imposed under the contract (among others):

1. the duty to employ "prudent utility practices" contained in Recitals to the contract and in Sections 1.19, 3.04, 5.02, 8.02 and 8.03 of the contract;
2. the duty to construct the plant in accordance with NRC licensing requirements and any applicable federal or state laws and regulations, including the principal architectural and engineering criteria and environmental commitments made to the NRC in accordance with standards set forth, among other places, in Sections 3.04, 5.01, 8.01, 8.03 and 23.08 of the contract; and
3. the duty to keep Brazos informed of all significant matters with respect to the construction and operation of the project, including estimates of the costs and schedule for completing the project, as required in Sections 5.03, 9.01, 9.02 and 9.03 of the contract, among others.

In addition, TUGCO and TUEC have breached numerous other express and implied legal obligations to perform the contract, including the duty to perform in a workmanlike manner and to comply with warranties and independent standards of law, and it may have breached Section 22 relating to training.

Under the terms of Section 3.04, TUEC and TUGCO promise to indemnify Brazos for damages, losses or expense sustained by Brazos as a result of a breach of

Mr. Michael D. Spence
9/27/85, Page 3

the Joint Ownership Agreement by the Project Manager or its agents, servants or employees.

The facts which indicate TUGCO's and TUEC's breach of the provisions listed above are, unfortunately, too numerous to list conveniently in letter form. Many of TUGCO's and TUEC's failures to conform to NRC regulations have been identified by the special Technical Review Team ("TRT") and the construction Assessment Team ("CAT") of the Nuclear Regulatory Commission as well as by the consultant Cygna. For example, in a December 28, 1983 decision, the Licensing Board concluded that TUGCO's and TUEC's iterative design process is not a satisfactory fulfillment of the requirement of 10 C.F.R. Part 50, Appendix B, to promptly identify and correct design deficiencies. In that decision, the Board states that a number of the design problems identified (by CASE's witnesses, among others) could have been detected and mitigated had an appropriate quality assurance program been in place. Some examples may include specific problems subsequently reviewed and identified by the TRT and CAT assessments and by Cygna, including those relating to the design and construction of the pipe supports and the design and installation of the cable trays. Other deficiencies in TUGCO's and TUEC's performance are identified in the reports of those groups, including numerous deficiencies in the quality assurance/quality control area ranging from inadequate training of inspectors to failure to perform audits. TUGCO's and TUEC's commitment to aggressively implement quality assurance/quality control requirements in certain areas has been questioned by the TRT.

In addition, it appears that TUGCO's and TUEC's handling of the licensing proceedings, including its failure to provide the Licensing Board with adequate responses to questions raised by intervenors, has further undermined the Board's confidence in TUGCO's and TUEC's performance as Project Manager. Such failure constitutes an additional violation of TUGCO's and TUEC's obligations under the Joint Ownership Agreement to satisfy NRC requirements and secure a license to operate the Comanche Peak units.

Thus, TUEC, TUGCO and their affiliates and agents have breached the Joint Ownership agreement and are in default. Brazos has not committed any act of default under these circumstances, and the other Parties to the Agreement have no rights under Paragraph 18.03 or otherwise to any relief against Brazos.

I disagree with your interpretation of how REA and I viewed your proposal. We had negotiated to the point where your proposal was more reasonable than it had been. However, this does not mean that I personally thought terms, which I might accept in compromise, were fair. For example, it is not fair or reasonable for Brazos to lose capacity or to have its costs for retained capacity inflated because of TUEC or TUGCO failures to fulfill their obligations. Nor were your proposals fair that Brazos waive claims involving Comanche Peak construction which were totally unrelated to cost overruns or



The Brazos System

Brazos Electric Power Cooperative, Inc.

RICHARD E. McCASKILL
EXECUTIVE VICE PRESIDENT
AND GENERAL MANAGER

July 3, 1986

Mr. Michael D. Spence
Division President
Texas Utilities Generating Company
Skyway Tower
400 North Olive Street, L.B. 81
Dallas, Texas 75201

Dear Mr. Spence:

We recognize that there are differences between Texas Utilities Electric Company and its affiliates ("TUEC") and Brazos Electric Power Cooperative, Inc. ("Brazos") concerning TUEC's performance of its obligations relating to Comanche Peak. I was very much surprised, however, that not only did TUEC file suit against Brazos during a period of negotiations without any notice except your telephone call to me, after the suit had been filed, but also that TUEC used our counsel in the Nuclear Regulatory Commission ("NRC") licensing proceedings. Under our Joint Ownership Agreement, Texas Utilities Generating Company ("TUGCO") is made agent for Brazos and is given the authority to act for the parties with respect to NRC licensing. As a result, we have been represented through TUEC in NRC licensing proceedings as a joint owner. TUEC has broken the agency established by the Joint Ownership Agreement.

We further note that while, as part of your lawsuit, TUEC is seeking a declaratory judgment that it "has not failed to employ Prudent Utility Practices in connection with its obligations under the Joint Ownership Agreement," and, indeed, that it "has not failed to comply with any provision" of that agreement, the Nuclear Regulatory Commission staff has issued Notices of Violation and Proposed Fines. "Violation 1(A) . . . involves your failure to ensure that quality control inspectors were properly qualified and certified in accordance with NRC requirements and the CPSES FSAR commitments." The Notice of Violations "involves deficiencies identified in your Comanche Peak quality control program." Brazos is not in a position to affirm independently that the construction of Comanche Peak is consistent with NRC requirements. As a result of your actions, it plainly cannot rely upon TUEC, TUGCO or your attorneys to advise it or act in a fiduciary capacity on its behalf as it has a right to do under the Joint Ownership Agreement. Therefore, it is in no position as a co-applicant for the license to assure itself or the NRC that the plant will meet NRC standards.

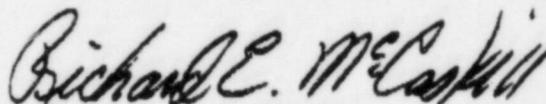
Under the circumstances, Brazos believes that the only fair and equitable -- indeed, the only workable -- solution is for TUEC to purchase our interest in

Mr. Michael D. Spence

Page 2

the Comanche Peak Steam Electric Station at the value on our books. We offer our ownership share to you on that basis (and to the other co-owners should they desire to purchase it). We request that you accept the offer.

Very truly yours,


Richard E. McCaskill

REM:lr

cc: Mr. Ed Wagoner, General Manager
Texas Municipal Power Agency

Mr. John H. Butts, Manager
Tex-La Electric Cooperative of Texas, Inc.

Mr. J. S. Farrington, Chairman of the Board
and Chief Executive
Texas Utilities Electric Company

Mr. Frank Bennett, Director
Southeast Area - Electric
Rural Electrification Administration

Brasos Electric Power
Cooperative, Inc.,

Plaintiff,

v.

Texas Utilities Company,
Texas Utilities Electric Company,
Texas Utilities Mining Company, and
Texas Utilities Services Incorporated,

Defendants.

) IN THE DISTRICT COURT

) OF

) TRAVIS COUNTY, TEXAS

) 245th Judicial District

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

The Plaintiff is Brasos Electric Power Cooperative, Inc. The Defendants are Texas Utilities Company, Texas Utilities Electric Company, Texas Utilities Mining Company, and Texas Utilities Services, Incorporated. The legal and factual basis for this lawsuit is as follows:

INTRODUCTION

This is an action by Brasos Electric Power Cooperative, Inc. ("Brasos") against Texas Utilities Company and its subsidiary companies (identified below and referred to collectively as "Defendants"). Brasos' claims arise as a result of the Defendants' failure to complete in a timely fashion or within a reasonable cost the planning, construction and licensing of the Comanche Peak Steam Electric Station (referred to as "the Project" or "Comanche Peak" throughout), a large nuclear generating project located near Glen Rose, Texas.

Brasos is a generation and transmission rural electric cooperative. Brasos has an obligation to provide economical, reliable electric power supply to its member rural electric cooperative systems which sell electricity at retail to rural consumers. In order to fulfill this obligation Brasos purchased from Defendants a 3.8 percent ownership share of Comanche Peak

under a 1979 "Joint Ownership Agreement" ("the Agreement"), a true and correct copy of which agreement is attached hereto as "Exhibit A". Defendants comprise a major Texas investor-owned utility. Defendants own 87 5/6 percent of Comanche Peak.

The Agreement provides for the construction by Defendants of two 1150 MW nuclear units. Under the Agreement, Defendants are effectively given complete control over design, licensing and construction of the Project. Defendants represented to Brazos that the Date of Commercial Operation for Unit 1 would be January, 1981 and for Unit 2 would be January, 1983, and these estimates were incorporated into the Agreement. To date, neither Unit is ready for commercial operation, and neither Unit has been licensed for full power operation.

The estimate for the total cost of the Project given to Brazos by Defendants in June, 1979 was \$1.7 billion. While Defendants represented to Brazos that cost estimates given at the time of closing were realistic and current and that Defendants were able and contractually committed to meet such estimates, Defendants now take the position that they cannot predict what the final total cost of the Project will be. Defendants' most recent estimate for the total cost of Comanche Peak was \$5.46 billion, as reported to the United States Securities and Exchange Commission ("SEC") on November 20, 1985. Defendants then estimated that their 87 1/6 percent share of the plant would cost \$4.640 billion. However, Defendants effectively retracted that estimate in April, 1986, before the SEC, and now state that they are "unable to predict how much additional time will be required to obtain license approval to permit the operation of Unit 1 or the extent to which the previously estimated construction costs of \$4.640 billion will be exceeded."

Defendants contracted to perform the Agreement in accordance with specified standards. Among other things, Defendants contracted to exercise due diligence and to use their best efforts to complete construction in a timely fashion and within a reasonable cost. Defendants also contracted to design and construct the Project in accordance with Prudent Utility

Practices, Nuclear Regulatory Commission ("NRC") licensing requirements, and the principal architectural and engineering criteria and environmental commitments made to the NRC. Defendants are obligated under the Agreement to inform Brasos of all material facts affecting the Project and Brasos' rights under the Joint Ownership Agreement.

Brasos complains herein that, among other things, Defendants have breached their contractual obligations to complete the Project in accordance with these and other standards. Defendants have failed to complete the Project within the time or cost specified by Defendants' 1979 estimates. Defendants have breached their warranty and fiduciary obligations. Defendants have failed to construct either unit so that it is ready for an NRC operating license. Defendants have failed to inform Brasos on a timely and accurate basis of basic cost and other essential information relating to the Project to permit Brasos to plan, finance and carry out its obligations. Brasos also complains that Defendants have constructed the plant in a negligent and grossly negligent manner, and that Defendants have acted tortiously in other ways. Defendants' failure to disclose material information and their numerous misrepresentations constitute a fraud against Brasos. These same facts give rise to securities violations and violations of the Texas Deceptive Trade Practices-Consumer Protection Act, as described below.

JURISDICTION

1. This suit is brought, in part, pursuant to the Texas Business and Commerce Code Annotated, Paragraph 17.41 et seq., commonly known as the Deceptive Trade Practices and Consumer Protection Act ("DTPA"). It is also founded upon the acts, omissions and failures of the Defendants as shown herein, which have caused damage to Plaintiff in excess of the minimum jurisdictional limit of this Court.

VENUE

2. Venue of this suit is proper in Travis County, Texas, pursuant to Texas Business and Commerce Code, Section 17.56, because defendants currently have a fixed and established place of business in Travis County.

PARTIES

3. Plaintiff Brazos Electric Power Cooperative, Inc. ("Brazos") was incorporated in 1941 (pursuant to the laws of the State of Texas) for the purpose of furnishing dependable and economical wholesale power and energy to its customers. Its headquarters are located at 2404 LaSalle Avenue, Waco, Texas. Brazos is owned by twenty (20) member cooperatives which it serves. Brazos and its members have facilities located in 66 counties in the State of Texas. Those member cooperatives serve more than 227,000 individual consumer members. Brazos also supplies power and energy to seven municipal electric systems and to Texas A&M University. Brazos renders service in a geographic area covering approximately 57,000 square miles. Nearly all of its sales are at wholesale, principally to its member cooperatives. Brazos seeks to provide power to its members and other customers at the most economical rates consistent with sound financial practices.

4. Brazos seeks to obtain an economical, reliable power supply. Its resources include its own generation and purchases from other electric utilities, the Brazos River Authority, and the Southwestern Power Administration, a federal power agency.

5. Brazos currently has generating capacity totalling approximately 716 MW, and had a transmission peak demand of 721 MW in 1985.

6. Texas Utilities Electric Company ("TUEC"), a wholly-owned subsidiary of Texas Utilities Company ("TU"), is an electric utility incorporated in September, 1982 and headquartered at 2001 Bryan Tower, Dallas, Texas, 75201. Both TUEC and TU are corporations organized and existing under the laws of the State of Texas. TUEC has four divisions: Dallas

Power & Light Company ("DP&L"), Texas Electric Service Company ("TESCO"), Texas Power & Light Company ("TP&L"), and Texas Utilities Generating Company. TESCO and TP&L were each separate, wholly-owned subsidiaries of TU prior to January 1, 1984; DP&L was an almost wholly-owned subsidiary of TU prior to January 1, 1984. On January 1, 1984, these three TU subsidiaries were merged into TUEC. Also on January 1, 1984, Texas Utilities Generating Company took over certain functions previously performed by two other wholly-owned subsidiaries of TU: Texas Utilities Services, Inc. ("TUS"), and Texas Utilities Mining Company (known prior to January 1, 1984 as Texas Utilities Generating Company). Both are corporations organized and existing under the laws of the State of Texas. Texas Utilities Generating Company, or its predecessor Texas Utilities Mining Company (hereinafter collectively referred to as "TUGCO"), have at all times material to this complaint acted as Project Manager for the design, construction, and licensing of the Comanche Peak Steam Electric Station. For ease of reference, TU, TUEC, TUGCO, DP&L, TP&L, TESCO and TUS will be referred to collectively herein as "Defendants," unless the context requires otherwise.

SERVICE OF PROCESS

7. The registered agent for service of process for all Defendants is Mr. Peter B. Tinkham, who may be served with process at Texas Utilities Company, Texas Utilities Electric Company, Texas Utilities Mining Company, and Texas Utilities Services, Inc., 2001 Bryan Tower, Dallas, Texas, 75201.

BACKGROUND AND FACTS OF VIOLATIONS ALLEGED

The Joint Ownership Agreement

8. In or before 1972, Defendants began planning construction of a nuclear plant. As proposed, Comanche Peak was to consist of two units, each nominally rated at 1150 MW of capacity. Comanche Peak is located near Glen Rose, in the Counties of Hood and Somervell, Texas.

9. Pursuant to conditions imposed on Defendants' construction license granted by the Atomic Energy Commission ("AEC") in 1974, Defendants offered Brazos an opportunity to participate in the Project. These license conditions were agreed to by TUGCO, DP&L, TP&L, and TESCO, who were joint applicants for the required AEC license to construct the Project. These license conditions arose out of the antitrust review included in the AEC licensing process to prevent nuclear project licensees from using licenses to create or maintain a situation inconsistent with the federal antitrust laws. See Atomic Energy Act, Section 105, 42 U.S.C. Section 2135. The Nuclear Regulatory Commission ("NRC") now exercises these licensing functions of the former AEC.

10. In order to furnish its member cooperatives and other customers with reliable, dependable and economical wholesale power and energy, Brazos is required to engage in long-term planning for the acquisition of power supplies, including generating capacity. Pursuant to these obligations, Brazos entered into negotiations with Defendants regarding Brazos' possible participation in the Project.

11. Brazos funds its construction operations, including its ownership interest in the Project, principally through loans obtained from or guaranteed by the United States Government, administered by the Rural Electrification Administration of the United States Department of Agriculture ("REA") pursuant to the Rural Electrification Act, 7 U.S.C. Sections 901 et seq. Brazos' construction loans from the REA through the Federal Financing Bank are fully guaranteed by the United States Government.

12. At all relevant times, Defendants held themselves out to Brazos as capable of designing and constructing the Comanche Peak units in a prudent, workmanlike, and safe manner, and represented that they would act with due diligence in performing their obligations and use their best efforts to timely complete construction of, and place into service, each unit of the Project, that such construction would proceed without undue delay, and that Defendants would undertake the project without

incurring any unreasonable or imprudent expenditures. Defendants also held themselves out as possessing the special technical and other expertise necessary to construct and operate a nuclear power plant. They represented that the design and construction would be in accordance with NRC licensing requirements and applicable Federal and state laws so that the Project would be licensed by the NRC.

13. Defendants advised Brazos that Gibbs & Hill, Inc. ("Gibbs & Hill"), headquartered in New Jersey (a wholly-owned subsidiary of Dravo Corporation, headquartered in Pittsburgh, Pennsylvania), would be the Architect-Engineer and that Brown & Root, Inc. ("Brown & Root") (a wholly-owned subsidiary of Halliburton Company, headquartered in Houston, Texas), would be the construction manager for the Project. Defendants held out that Brown & Root and Gibbs & Hill were capable of performing the special tasks for which they had been selected by Defendants and that Defendants were capable of supervising and prepared to supervise these subcontractors. Brazos has never been a signatory to Defendants' contracts with Brown & Root and Gibbs & Hill relating to Comanche Peak, and Brazos has no power to directly supervise, manage, or otherwise control the actions of either Brown & Root or Gibbs & Hill.

14. On January 2, 1979, TUGCO, DP&L, TP&L, TESCO and the Texas Municipal Power Agency ("TMPA") executed a Joint Ownership Agreement ("the Agreement") for Comanche Peak. TUGCO did not own any share in the Project; it was a signatory to the Agreement solely in its capacity as Project Manager. TMPA is a political subdivision of the State of Texas engaged in the generation and transmission of power and energy for its members, which are municipally owned electric utilities. Under the Agreement, TMPA owns a 6.2 percent interest in the Project.

15. To induce Brazos to enter into the Joint Operating Agreement, Defendants represented to Brazos at all times pertinent to Brazos' entering into the Agreement, that the total cost for the construction of the Comanche Peak units would be approximately \$1.7 billion or less, including interest on funds

used during construction. In addition, Defendants agreed that the Project Manager would "act with due diligence in performing its obligations and will use its best efforts to timely complete construction of, and place into service, each Unit of the Project." Defendants represented to Brasos that the Date of Commercial Operation for Unit 1 would be January, 1981 and for Unit 2 would be January, 1983, and these estimates were incorporated into the contract. Defendants represented to Brasos that cost estimates given at the time of closing were realistic and current and that Defendants were able to and contractually committed to provide and meet such estimates.

16. After extensive negotiations, and reasonably relying on the representations of Defendants recited in paragraphs 12-13 and 15 above, as well as other representations, on June 1, 1979, Brasos joined in the execution of the Agreement with DP&L, TESCO, TP&L, TUGCO, and TMFA for Comanche Peak. This contract (and applicable legal standards) set forth the rights and obligations of the parties.

17. The contract provided for Brasos' purchase from DP&L of a 3.8 percent undivided interest in Comanche Peak Units 1 and 2. Each unit was nominally rated at 1150 MW, so that Brasos' share was to be 87.4 MW, at a total estimated cost to Brasos (including interest) of approximately \$64.6 million or approximately \$739/kW. In 1979, in applying for REA financing, Brasos estimated its approximate maximum cost for Comanche Peak, including nuclear fuel, interest, and a contingency, to be \$96.1 million, or approximately \$1100/kW. On June 1, 1979, simultaneous with Brasos' execution of the Joint Ownership Agreement, a Modification Agreement was executed which made explicit the requirement that the Joint Ownership Agreement and the Modification Agreement would become binding upon Brasos, and that Brasos would become obligated thereunder, "only upon the written approval of this Agreement by the Administrator of the Rural Electrification Administration." On or about December 26, 1979, the Administrator of the REA approved the Joint Ownership Agreement and the Modification Agreement solely for the purposes of the loan contract referred to in the approval.

18. On December 9, 1980, Tex-La Electric Power Cooperative of Texas, Inc. ("Tex-La"), joined in the execution of the Agreement with DP&L, TESCO, TP&L, TUGCO, Brazos and TMPA by Amendment of the Agreement. Tex-La agreed to purchase from TP&L a $4 \frac{1}{3}$ percent undivided interest in the Comanche Peak Electric Steam Station, Units 1 and 2. Tex-La's ownership percentage was reduced by half, to $2 \frac{1}{6}$ percent, by amendment to the Agreement dated February 12, 1982. As a result, TUEC and its subdivisions currently own $87 \frac{5}{6}$ percent of the Project.

19. Under the Agreement, Defendants have retained sole responsibility for the licensing, design, construction, operation, maintenance and decommissioning of the Project and have retained complete possession and control of the Project. Brazos has no power to control or direct the Project, except as provided for in Section 4 of the Joint Ownership Agreement, which entitles Brazos to have a representative on the Owners' Committee, with voting rights proportional to Brazos' ownership percentage. Defendants have reserved to themselves the exclusive right to make changes in the concept, design, construction and operation of the Project at any time and to whatever extent they deem desirable, subject only to the special review procedure established in Section 4.05 of the Agreement.

20. The Agreement makes Defendants Brazos' fiduciary. Because of Defendants' complete control over and superior knowledge of the design and construction of the Project, Brazos has placed its complete faith, trust and confidence in Defendants. Because of the complete trust Brazos has placed in Defendants and because of the complete control exercised by Defendants over all phases of the Project, Defendants have occupied a fiduciary relationship to Brazos, in addition to their other obligations under the Ownership Agreement. In recognition of Defendants' fiduciary obligations, at all relevant times, Defendants have had an express contractual obligation to keep Brazos fully informed of all material facts that would significantly affect the cost of the Project to Brazos, including projected cost and scheduling information.

Defendants' Misrepresentations and
Non-Disclosures in the Negotiation of the 1979 Agreement

21. During the contract negotiations leading to Brasos' execution and REA's approval of the Joint Ownership Agreement Defendants represented that they were capable of performing the Agreement reasonably within the cost and schedule estimates provided by Defendants and that they possessed the requisite knowledge and skill to perform the Agreement, including, inter alia, the knowledge and skill necessary to supervise the work of the Architect-Engineer and the Construction Manager and to comply successfully with NRC licensing requirements and other applicable state and federal law. In addition, Defendants held out that the Architect-Engineer, Gibbs & Hill, and the Construction Manager, Brown and Root, possessed the requisite technical knowledge and skill to perform their functions, including to comply successfully with NRC licensing requirements and other applicable state and federal laws. These representations were intended to and did in fact induce reliance upon the part of Brasos in executing the Joint Ownership Agreement in 1979.

22. Defendants' representations regarding their fitness to perform the Agreement and act as Project Manager for Comanche Peak were false or mistaken.

Defendants' Material Breaches in the
Performance of the Joint Ownership Agreement

23. Defendants have failed to perform their obligations under the Agreement. Defendants were under a contractual duty affirmatively to disclose on a current basis all material information which would significantly affect Brasos' rights and obligations under the Agreement. Because of the fiduciary duty owed by Defendants to Brasos, Defendants were required to adhere to an even higher standard of full disclosure than would ordinarily be applicable.

24. Defendants failed to inform Brasos adequately or in a timely manner regarding cost increases and schedule delays; failed to provide Brasos with a copy of the May, 1978 report of the Management Analysis Company ("the 1978 MAC report"), or to

inform Brazos of its existence, in a timely manner; failed to inform Brazos adequately or in a timely manner of problems with the construction of Comanche Peak; failed to keep Brazos adequately informed of NRC licensing matters; failed to inform Brazos adequately or in a timely manner of any settlements and other waivers by Defendants of legal rights with contractors, subcontractors, and others; failed to provide Brazos with any valid explanation for cost overruns and schedule delays; and otherwise failed to inform Brazos adequately or in a timely manner of material developments concerning Comanche Peak.

25. Defendants were under a contractual duty to maintain adequate records of matters affecting the plant, including, but not limited to, records of the cost and schedule for completion of the plant as well as records of matters affecting the licensing process and matters which would significantly affect Brazos' rights and obligations under the Agreement. Because of the fiduciary duty owed by Defendants to Brazos, Defendants were required to adhere to an even higher standard of record-keeping than would ordinarily be applicable. Defendants were also under a contractual duty to maintain adequate records concerning the design and construction of the plant in order to comply with applicable NRC licensing requirements and other applicable state and federal laws.

26. On information and belief, Defendants failed to maintain adequate records of material information regarding cost increases and schedule delays and failed to make available to Brazos records they did maintain.

27. On information and belief, Defendants failed to maintain records adequate to detect problems with the design and/or construction of Comanche Peak as required by the NRC. In addition, Defendants refused to provide Brazos and their agents with information concerning the NRC's review of the design and construction of the Project and failed to maintain adequate records to satisfy NRC licensing requirements as is established by numerous NRC inspection reports on Comanche Peak, including, for example, the Technical Review Team ("TRT") report of January, 1985.

28. Defendants' failure to keep adequate records to satisfy NRC licensing requirements has been a direct cause of the delay in licensing the plant.

29. Defendants contracted to perform their obligations under the Agreement in accordance with prudent utility practices and in a workmanlike manner, exercising reasonable care, skill, and attention, and Defendants warranted that they were capable of doing so.

30. Defendants failed to exercise prudent utility practices and failed to perform in a workmanlike manner, exercising reasonable care, skill, and attention, in fulfilling their contractual obligations as Project Manager. Defendants failed to use prudent utility practices and failed to perform in a workmanlike manner, exercising reasonable care, skill, and attention, in their selection of Gibbs & Hill as the Architect-Engineer and Brown & Root as the construction manager. Defendants failed to exercise prudent utility practices and failed to perform in a workmanlike manner, exercising reasonable care, skill, and attention, in their supervision of Gibbs & Hill and Brown & Root. Defendants' failures in this regard include their failure to detect or correct serious flaws in Gibbs & Hill's design of the pipe supports and cable trays and their failure to assure quality assurance/quality control in the design and construction of the Project. Defendants also failed to employ prudent utility practices and failed to perform in a workmanlike manner and to exercise reasonable care, skill, and attention, by, among other things, failing to acquire the necessary managerial and technical expertise to design and construct the Project in accordance with prudent utility practices and in compliance with NRC licensing requirements and commitments and applicable federal and state laws. On information and belief, Defendants, without notice to Brasco, purported to release or waive claims against Gibbs & Hill, and perhaps other contractors or subcontractors.

31. Defendants were under a contractual duty to perform the design, construction, operation, maintenance and decommissioning

of the Project in accordance with NRC licensing requirements and any applicable federal or state laws and regulations, and in the case of the design and construction thereof, in accordance with the principal architectural and engineering criteria and commitments made to the NRC. Defendants were under a contractual duty to take whatever action was necessary or appropriate to seek and obtain all licenses, permits, and other rights and regulatory approvals necessary or appropriate to the construction and operation of the Project. In addition, Defendants were under a duty to ensure that contracts entered into covering the design and construction of the plant shall comply with the Agreement and with all applicable laws and regulations and to ensure that contracts awarded are consistent with the requirements of governmental agencies having jurisdiction.

12. Defendants failed to perform the design and construction of the Project in accordance with NRC licensing requirements and other applicable federal and state laws and regulations and the principal architectural and engineering criteria and commitments made to the NRC. Defendants failed adequately to supervise compliance with NRC licensing requirements and regulations by subcontractors, including Gibbs & Hill and Brown & Root, and by vendors. Defendants failed reasonably to satisfy the requirements of applicable NRC regulations, including 10 C.F.R. Part 50, Appendix B. Defendants have been unable to convince the NRC of their ability adequately to design, construct, and operate Comanche Peak. Defendants' failures include but are not limited to Defendants' failure promptly to identify and correct design deficiencies, Defendants' failure to develop a quality assurance/quality control program adequate to detect and correct design and construction defects, Defendants' failure adequately to train and certify quality assurance/quality control inspectors, and Defendants' failure promptly and adequately to address the concerns of the NRC Licensing Board.

13. Defendants failed to complete the construction of Unit #1 of Comanche Peak prior to the expiration of the construction permit therefor on August 1, 1985. Although the construction

permit has since been extended until August, 1988, the Nuclear Regulatory Commission is presently reviewing whether good cause exists for said extension, and may revoke the extension at the conclusion of those proceedings. Defendants may require an extension of the construction permit for Unit #2, and a further extension of the construction permit for Unit #1, and may be faced with further "good cause" hearings.

34. Defendants allowed the construction permit for Unit #1 of Comanche Peak to expire without the filing of a timely application for extension. This action was deemed by the Nuclear Regulatory Commission to be "a regrettable and wholly avoidable omission by the Texas Utilities Electric Company," representing "the first time in the history of the civilian nuclear power program that the holder of a construction permit allowed its permit to expire without making a timely request for an extension." Texas Utilities Electric Co., 23 N.R.C. 113, 115 (1986), petition for review filed sub nom. Citizens Association for Sound Energy v. NRC, No. 86-1169 (D.C. Cir. Mar. 13, 1986). Although an extension was granted by the NRC nunc pro tunc, the lawfulness of such an extension is presently being challenged by the Citizens Association for Sound Energy in federal court. The NRC is also considering taking enforcement action against TUEC for conducting construction activities for nearly six months after the expiration date of the construction permit for Unit #1.

35. As a result of such breaches of Defendants' duties, Defendants have failed to secure regulatory approval for the Project despite the fact that Defendants had claimed that Unit #1 was complete.

36. At all relevant times, Defendants were under a duty to perform their obligations under the Agreement in good faith.

37. Defendants failed to perform their obligations under the Agreement in good faith. Defendants' failure to act in good faith is evidenced, among other things, by their failure adequately and timely to inform Brasco regarding cost increases and schedule delays, failure to inform Brasco adequately or in a timely manner of problems with the construction of Comanche Peak.

failure to keep Brazos adequately or timely informed of NRC licensing matters, failure to provide Brazos with any valid explanation for cost overruns and schedule delays, and failure adequately and timely to inform Brazos of material developments. In addition, Defendants failed to act in good faith in representing to Brazos that they were capable of completing the Project within the cost estimates and time schedules established in the Agreement.

38. At all relevant times Defendants have had a duty to comply with the Agreement, all applicable state and federal laws and regulations, fiduciary obligations, implied warranties, and all other obligations imposed by law in connection with the Project.

39. Defendants have breached the duties set forth in paragraph 38.

Current Status of Project

40. Defendants did not complete construction of Unit #1 on or before the contract date of January, 1981, and did not complete construction of that unit within a reasonable time after that date. Defendants did not complete construction of Unit #2 on or before the contract date of January, 1983, and did not complete the construction of that Unit within a reasonable time after that date. Defendants have not completed construction of either unit. In November of 1985, Defendants estimated that commercial operation of Unit #1 "would be achievable in mid-1987 if the necessary licensing approval were obtained," and that "Unit #2 will be physically ready for commercial operation by the end of 1987." However, Defendants retracted these estimates in April, 1986, as a result of preliminary findings from their ongoing reinspection and corrective action programs. Defendants are unable or unwilling to say whether or when they will be able to complete the construction and licensing of either or both units or to say when they will have the units ready for commercial operation.

41. Defendants have failed to complete the Project within a reasonable cost. The most recent estimate for the total cost of the Project was \$5.46 billion. This exceeded the estimate given Brasos by the Defendants at the time Brasos entered into the Joint Ownership Agreement by \$3.76 billion, or 221 percent. In April, 1986, Defendants formally retracted their \$5.46 billion estimate, and have taken the position that they cannot predict the magnitude of possible future cost overruns or what the final total cost will be.

Defendants' Petition

42. On May 29, 1986, Defendant TUEC brought suit against Brasos in the District Court of Dallas County, Texas. TUEC caused said suit to be filed by counsel presently representing all owners of Comanche Peak, including Brasos, in the licensing proceedings presently pending before the Nuclear Regulatory Commission, in the construction permit extension proceedings presently pending before the Nuclear Regulatory Commission, and in the appeal of the Nuclear Regulatory Commission's NURC BRG lung extension of the Unit #1 construction permit presently pending before the U.S. Court of Appeals for the D.C. Circuit.

I. BREACH OF CONTRACT

COUNT I

Failure to Conform to Prudent Utility Practices,
Failure to Perform in a Workmanlike Manner and
Failure to Comply with NRC Licensing Requirements

43. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

44. By their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to perform in accordance with prudent utility practices, to perform in a workmanlike manner, and to exercise reasonable care, skill, and attention.

45. By their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to perform the design and construction of the Project in accordance with NRC

licensing requirements, any applicable Federal or state law and regulations, and the principal architectural and engineering criteria and commitments made to the NRC.

46. By their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to take whatever action was necessary or appropriate to seek and obtain all licenses, permits, and other rights and regulatory approvals necessary or appropriate to the construction and operation of the Project.

47. By their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to ensure that contracts entered into covering the design and construction of the plant shall comply with the Agreement and with all applicable laws and government regulations and to ensure that contracts awarded are consistent with the requirements of governmental agencies having jurisdiction.

48. On information and belief, by their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to properly train and supervise the personnel planning and constructing the Project and to assure that its contractors, employees and agents have properly supervised personnel in connection with such planning and construction.

49. On information and belief, by their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their duty to operate a familiarization and training program and to maintain adequate staffing, engineering, and operation of the Project during construction in accordance with the contract.

Count II

Failure to Keep Brasos Informed
and Failure to Maintain Adequate records

50. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

51. By their acts and omissions as set forth in paragraphs 21-30 and 37, Defendants have breached their contractual duty to affirmatively disclose on a current basis all material information which would significantly affect Brasos' rights and obligations under the Agreement.

52. By their acts and omissions as set forth in paragraphs 21-30 and 37, on information and belief, Defendants have breached their contractual duty to maintain adequate records of matters affecting the plant, including, but not limited to records of the cost and schedule for completion of the plants as well as records of matters affecting the licensing process and matters which would significantly affect Brazos' rights and obligations under the Agreement. On information and belief, Defendants have also breached their contractual duty to maintain adequate records concerning the design and construction of the plant in order to comply with applicable NRC licensing requirements and other applicable state and federal laws.

Count III

Failure to Complete Construction Within
a Reasonable Time and Cost

53. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

54. By their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to act with due diligence in performing their obligations and to use their best efforts to timely complete construction of, and to place into service, each unit of the Project.

55. By their acts and omissions as set forth in paragraphs 23-42, Defendants have breached their contractual duty to complete construction of the Project within a reasonable cost, and to ensure that all costs incurred were reasonable.

56. Defendants' failure to complete the Project within a reasonable time and cost is both an independent breach of the Agreement and a direct result of Defendants' breaches of their other contractual obligations.

Count IV

Failure to Act in Good Faith

57. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

58. By their acts and omissions as set forth in paragraphs 21-42, Defendants have breached their contractual duty to perform their obligations under the Agreement in good faith.

II. BREACH OF IMPLIED WARRANTY

Count V

Failure to Perform in Workmanlike Manner

59. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

60. By their acts and omissions as set forth in paragraphs 21-42, Defendants have breached their obligation under implied warranty to design and construct the Project, to perform all other obligations under the Agreement in a workmanlike manner, and to exercise reasonable care, skill, and attention.

Count VI

Unsuitability of Plans for Purpose

61. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

62. Brasos entered into the Joint Ownership Agreement for participation in the Comanche Peak Project for the express purpose of securing a safe and economical power supply available in the early 1980's; more specifically, Brasos agreed to purchase a 3.8 percent interest in two nuclear units which were to be in commercial operation on or about January, 1981 (Unit #1) and January, 1983 (Unit #2) at an approximate total cost to Brasos of \$96 million (including nuclear fuel, interest, and contingencies). Brasos relied on Defendants' representations regarding the cost and availability of the Project in its decision to purchase a 3.8 percent share from DP&L.

63. Defendants have failed to complete the Project within any reasonable range of the time and cost estimates upon which Brasos relied in its decision to enter into the Joint Ownership Agreement. Brasos has not received any power from the Project, and there is no indication when or if it will.

64. Because of Defendants' failure to perform their obligations under the Joint Ownership Agreement, the Project is clearly unsuitable for the purpose for which it was purchased by Brasos.

65. By their acts and omissions as set forth in paragraphs 21-42, Defendants have breached their obligation under implied warranty to provide a Project reasonably suited to the purposes for which it was purchased by Brasos.

III. BREACHES OF FIDUCIARY DUTIES

COUNT VII

Failure to Perform in Workmanlike Manner

66. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

67. At all relevant times, Defendants had a fiduciary relationship with and were under fiduciary obligations to Brasos.

68. By their acts and omissions as set forth in paragraphs 19-42, Defendants have breached their fiduciary duty to design, construct and obtain licenses for the Project, to perform all other obligations under the Agreement in a workmanlike manner, and to exercise reasonable care, skill, and attention.

COUNT VIII

Failure to Keep Joint Owners Informed and To Maintain Adequate Records

69. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

70. By their acts and omissions as set forth in paragraphs 21-30 and 37, Defendants have breached their fiduciary duty to affirmatively disclose on a current basis all material information which would significantly affect Brasos' rights and obligations under the Agreement.

71. By their acts and omissions as set forth in paragraphs 21-30 and 37, on information and belief, Defendants have breached their fiduciary duty to maintain adequate records of matters affecting the plant, including, but not limited to records of the cost and schedule for completion of the plants as well as records

of matters affecting the licensing process and matters which would significantly affect Brazos' rights and obligations under the Agreement.

72. By their acts and omissions as set forth in paragraphs 21-30 and 37, Defendants have breached their fiduciary duty to maintain adequate records concerning the design and construction of the Project in order to comply with applicable NRC licensing requirements and other applicable state and Federal laws.

73. Defendants' failure to keep adequate records to satisfy NRC licensing requirements has been a direct cause of the delay in licensing the plant.

Count IX

Failure to Act In Good Faith

74. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

75. By their acts and omissions as set forth in paragraphs 21-42, Defendants have breached their fiduciary duty to perform their obligations under the Agreement in good faith.

IV. FRAUD

Count X

Misrepresentation and Non-Disclosure of Material Facts

76. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

77. As previously alleged, Defendants engaged in an ongoing series of material misrepresentations and non-disclosures, in disregard of their common law, fiduciary and contractual duties, beginning as early as 1977 and continuing until at least the date of this action. Defendants withheld information, deceiving and misleading Brazos as to essential elements of design, construction, and licensing of the Project. Such information was essential for Brazos' financing of its Comanche Peak interest and its protection of its rights, among other things. For example, Defendants withheld information or misled Brazos as to the following: Defendants' ability to comply with NRC regulations and

the terms of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq. Defendants' ability to supervise subcontractors (including Brown & Root and Gibbs & Hill); Defendants' ability and competence to select subcontractors (including Brown & Root and Gibbs & Hill); Defendants' ability or intent to acquire the necessary managerial and technical expertise to perform the contract; Defendants' ability to design and construct the Project in accordance with industry standards; Defendants' ability adequately to supervise subcontractors' and vendors' compliance with NRC regulations; Defendants' intent to keep Brasco informed of material developments affecting the Project, including any settlements and other waivers by Defendants of legal rights with contractors, subcontractors, and others; Defendants' ability or intent to complete the Project within the contractual schedule; and Defendants' ability or intent to adhere to cost estimates and representations.

78. Said misrepresentations were intended by Defendants to be relied upon, and were relied upon, in inducing Brasco to enter into the 1979 Agreement and undertaking various financing efforts to pay for its share of the Project. Thereafter, Defendants' misrepresentations and non-disclosures were calculated to keep Brasco in the Project and to prevent or delay Brasco from exercising its legal rights in connection with the Agreement and were also designed to conceal from Brasco Defendants' negligence, gross negligence, willful acts, incompetence, and breach of contractual duties, implied warranties, and fiduciary duties in failing to meet their obligations to construct the Comanche Peak Steam Electric Station in a safe, efficient, workmanlike manner, and to exercise reasonable care, skill, and attention, while avoiding all imprudent expenditures. Brasco did in fact reasonably rely to its detriment on these misrepresentations and non-disclosures which were false and misleading by, among other things, entering into the Agreement, obtaining financing to pay Defendants, and foregoing legal action against Defendants.

V. MISTAKE

COUNT XI

Unilateral Mistake Induced by Representations of Defendants

79. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

80. Brazos' decision to enter into the Joint Ownership Agreement was premised upon Brazos' assumptions that Defendants were capable of constructing the Project so as to complete it within a reasonable time (i.e., within a reasonable range of the contract dates of 1981 for Unit 1 and 1983 for Unit 2) and at a reasonable commercial cost.

81. Brazos was mistaken as to the fundamental assumptions upon which its decision to enter into the contract was based. Brazos' unilateral mistake as to these assumptions was reasonably based on the representations of Defendants, who possessed superior knowledge of and who had and continue to have sole possession and control of the Project, and Brazos exercised reasonable care in relying on the representations of Defendants. As a result of this unilateral mistake, the Joint Ownership Agreement cannot be performed as the parties intended.

VI. VIOLATIONS OF TEXAS DECEPTIVE TRADE PRACTICES ACT

82. Brazos is a consumer within the meaning of the Texas Deceptive Trade Practices-Consumer Protection Act as the term "consumer" was defined prior to 1983. Specifically, Plaintiff Brazos is a corporation that acquired a combination of goods and services from Defendants, pursuant to the Joint Ownership Agreement, signed in 1979. Because the Joint Ownership Agreement was executed prior to 1983, it is subject to the law as it was in effect in 1979 in this regard.

83. In June, 1979, Brazos entered into a Joint Ownership Agreement for the purchase of a 3.8 percent interest in the Comanche Peak Steam Electric Station. As a part of this Agreement, Brazos contracted to purchase from Defendants and Defendants promised to provide all necessary goods and services in connection with the construction, licensing and operation of

Count XII

Breach of Express and Implied Warranties

84. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

85. The breaches of express and implied warranties alleged in Counts I, III, V, VI and VII constitute a knowing violation of the Texas Deceptive Trade Practices Act.

Count XIII

Failure to Disclose Material Information

86. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

87. The Defendants' failures to disclose material information alleged in Counts II and VIII constitute a knowing violation of the Texas Deceptive Trade Practices Act.

Count XIV

Material Misrepresentations

88. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

89. The material misrepresentations and nondisclosures alleged in Count X constitute a knowing violation of the Texas Deceptive Trade Practices Act.

Count XV

Unconscionable Course of Action

90. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

91. Defendants' acts and omissions, as described in this Complaint, constitute an unconscionable course of action and violate Sections 17.50(a)(3), 17.45(B)(A) and (B) of the Texas Deceptive Trade Practices and Consumer Protection Act in that Defendants have taken advantage of Brasos' lack of knowledge, ability, experience and capacity to a grossly unfair degree both in connection with their conduct and representations to Brasos to induce Brasos to enter into the Joint Ownership Agreement, and in connection with their conduct thereafter, especially their

failure to provide Brazos with current and accurate information relating to the cost and schedule for completion of the Project and the adequacy of Defendants' performance in the context of the licensing process and because there is a gross disparity between the value Brazos has received (to date none) and the consideration paid. Such unconscionable course of action also induced Brazos to stay in the Project, to continue to finance the Project, and to forbear seeking legal and equitable remedies for Defendants' actions and omissions.

VII. TORT LIABILITY

Count XVI

Negligence

92. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

93. Defendants' conduct as alleged in paragraphs 23-42 constitutes a failure to exercise due care in a competent, workmanlike manner, and to exercise reasonable care, skill, and attention, in the design, planning, supervision and construction of the Project and in attempting to comply with NRC licensing requirements.

Count XVII

Gross Negligence

94. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

95. Defendants' conduct as alleged in paragraphs 23-42 constitutes gross negligence of their duties with regard to the design, planning, supervision, construction, and licensing of the Project.

Count XVIII

Willful Misconduct

96. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

97. Defendants, by certain of their actions and omissions alleged above, including but not limited to their failure to disclose to Brazos the 1978 MAC report, budgets, cost and

schedule estimates, and problems relating to the NRC licensing process, have willfully injured Brazos. In the event that it is shown that Defendants acted, condoned or failed to supervise their agents and employers to assure compliance with NRC regulations and assure fair reporting of violations of NRC regulations, such actions or failure to act would also constitute willful acts.

VIII. VIOLATION OF TEXAS SECURITIES LAW

Count XIX

98. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

99. Defendants' misrepresentations with respect to their ability to design, construct and obtain a license for or to supervise the design, construction, and licensing application for Comanche Peak were untrue statements or omissions of material fact under Article 581-33 of the Texas Securities Laws, Title 19, Articles 581-1 et seq.

100. Defendants' failure to disclose to Brazos the 1978 MAC Report was an omission of material fact under Article 581-33 of the Texas Securities Laws, Title 19, Articles 581-1 et seq.

101. Defendants' failures to inform Brazos of material changes in the estimates of costs or completion schedules and other significant matters affecting Comanche Peak are omissions of material fact under Article 581-33 of the Texas Securities Laws, Title 19, Articles 581-1 et seq.

102. Brazos relied upon Defendants' representations with respect to their ability to design, construct and obtain a license for or to supervise the design, construction, and licensing application for Comanche Peak in entering into and making payments under the Joint Ownership Agreement.

103. Brazos was not aware and through the exercise of due diligence could not have been aware of the material misrepresentations and omissions of material fact by Defendants described in Paragraphs 21-22 and 106-108 above.

IX. VIOLATION OF FEDERAL SECURITIES
LAWS AND REGULATIONS

Count XX

104. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

105. Defendants have utilized instruments of transportation and communication in interstate commerce and the United States Postal Service in the formation of and collection of payments under the Joint Ownership Agreement.

106. Defendants' misrepresentations with respect to their ability to design, construct and obtain a license for or to supervise the design, construction and licensing application for Comanche Peak were untrue statements or omissions of material fact under Section 12 of the Securities Act of 1933, 15 U.S.C. Section 771, and Rule 10b-5 of the Securities and Exchange Commission, 17 C.F.R. Section 240.10b-5, and constitute a manipulative or deceptive device or contrivance, a device, scheme or artifice to defraud, or an act, practice or course of business which operates as a fraud or deceit under Section 10 of the Securities Exchange Act of 1934, 15 U.S.C. Section 78j, and Rule 10b-5 of the Securities and Exchange Commission, 17 C.F.R. Section 240.10b-5.

107. Defendants' failure to disclose to Brasos the 1978 MAC Report was an omission of material fact under Section 12 of the Securities Act of 1933, 15 U.S.C. Section 771, and Rule 10b-5 of the Securities and Exchange Commission, 17 C.F.R. Section 240.10b-5.

108. Defendants' failures to inform Brasos of material changes in the estimates of costs or completion schedules and other significant matters affecting Comanche Peak are omissions of material fact under Section 12 of the Securities Act of 1933, 15 U.S.C. Section 771, and Rule 10b-5 of the Securities and Exchange Commission, 17 C.F.R. Section 240.10b-5, and constitute a manipulative or deceptive device or contrivance, a device scheme or artifice to defraud, or an act, practice or course of business which operates as a fraud or deceit under Section 10 of

the Securities Exchange Act of 1934, 15 U.S.C. section 78j, and Rule 10b-5 of the Securities and Exchange Commission, 17 C.F.R. Section 240.10b-5.

109. The untrue statements and omissions of material fact by Defendants described in Paragraphs 21-22 and 106-108 were made knowingly and willfully or with severe recklessness.

110. Brasco relied upon Defendants' representations with respect to their ability to design, construct and obtain a license for or to supervise the design, construction, and licensing application for Comanche Peak in entering into and making payments under the Joint Ownership Agreement.

111. Brasco was not aware and through the exercise of due diligence could not have been aware of the material misrepresentations and omissions of material fact by Defendants as described in Paragraphs 21-22 and 106-108 above.

X. FAILURE OF CONSIDERATION

Count XXI

112. The allegations in paragraphs 1-42 are hereby realleged and incorporated by reference.

113. By virtue of the failure of Defendants to perform their obligations to Brasco under the Agreement, and to obtain a license for and commence commercial operation of the Comanche Peak Steam Electric Station, there has been a complete failure of the consideration that is to flow to Brasco under the Agreement.

INJURIES AND DAMAGES CLAIMED

114. Under section 3.04 of the Agreement, Defendants are contractually obligated to indemnify Brasco for any and all loss, damage, or expense resulting from a breach of the Agreement by the Project Manager, or their agents, servants, or employees.

115. Brasco has been or will be injured in the following ways as a direct and proximate result of its unilateral mistake, and of Defendants' numerous breaches of contract, breaches of implied warranties, breaches of fiduciary duty, fraudulent misrepresentations and nondisclosures, tortious acts and

omissions, and violations of the Texas Deceptive Trade Practices Act, Texas securities laws, and/or federal securities laws, and unilateral mistake, and other allegations, all as alleged in Counts I through XXI:

- A. Brazos has been deprived of the benefits of its bargain.
- B. Brazos has been forced to pay unreasonable, unnecessary and excessive costs of construction (including excessive and unnecessary interest and other carrying costs) resulting directly from Defendants' conduct;
- C. Brazos has been deprived of the use and benefits of its share of the Project as a direct result of the schedule delays caused by Defendants' conduct;
- D. Brazos has been or will be forced to enter into or to use costly short term alternative power supply arrangements to compensate for Defendants' failure to place the Project on line within any reasonable schedule;
- E. Brazos has been foreclosed from pursuing long term alternative power supply arrangements;
- F. Brazos has been prevented from taking appropriate legal actions to protect its interest in the Project and to enforce its rights under the contract as a direct result of Defendants' failure to inform Brazos at all or in a timely manner of material information regarding the Project;
- G. Brazos has been prevented from obtaining financing necessary to pay amounts requested by Defendants for costs of construction as a direct result of Defendants' failure to inform Brazos at all or in a timely manner of material information regarding the Project and other breaches.

PRAYER FOR RELIEF

WHEREFORE, Brasco now prays as follows:

- A. For a judgment that Defendants have materially breached their contractual obligations:
1. to employ prudent utility practices and to perform their obligations under the Joint Ownership Agreement in a workmanlike manner, exercising reasonable care, skill, and attention;
 2. to perform the design and construction of the Project in accordance with NRC licensing requirements, any applicable Federal or state laws and regulations, and the principal architectural and engineering criteria and commitments made to the NRC and to secure regulatory approval for the Project;
 3. to inform Brasco in a timely manner of material information regarding the Project and to maintain adequate records;
 4. to complete the Project within a reasonable time and cost;
 5. to perform their obligations under the Joint Ownership Agreement in good faith; and
 6. to properly train and supervise planning and construction personnel.
- B. For a judgment that Defendants have materially breached their obligation under implied warranty:
1. to design and construct the Project and to perform all other obligations under the Agreement in a workmanlike manner, exercising reasonable care, skill, and attention; and
 2. to provide a Project reasonably suited to the purposes for which it was purchased by Brasco.
- C. For a judgment that Defendants have materially breached their fiduciary obligation:

1. to design and construct the Project and to perform all other obligations under the Agreement in a workmanlike manner, exercising reasonable care, skill, and attention;
2. to affirmatively disclose in a timely manner all material information which would significantly affect Brasos' rights and obligations under the Agreement;
3. to maintain adequate records of matters affecting the Project, including, but not limited to records of the cost and schedule for completion of the Project as well as records of matters affecting the licensing process and matters which would significantly affect Brasos' rights and obligations under the Agreement;
4. to maintain adequate records concerning the design and construction of the Project in order to comply with applicable NRC licensing requirements and other applicable state and federal laws; and
5. to perform their obligations under the Agreement in good faith.

D. For a judgment that Defendants have fraudulently induced Brasos to enter into the Joint Ownership Agreement, to undertake financing, to stay in the Project, and forbear exercise of its legal rights, by misrepresenting their ability to construct the Project within a reasonable range of cost and schedule estimates, their ability and intent to supervise planning and construction personnel, and their ability and intent to comply with NRC licensing requirements and other applicable Federal and state regulations, and by their failure to disclose to Brasos the 1978 MAC report, budgets, cost and schedule estimates, and problems relating to the NRC licensing process.

E. For a judgment that Brasos' purpose in entering into the Agreement has been frustrated as a result of unilateral mistake as to fundamental assumptions upon which its decision to enter into the Joint Ownership Agreement was based, and therefore that

the Joint Ownership Agreement cannot be performed as the parties intended.

F. For a judgment that Defendants have violated their duty to exercise due care in a competent, workmanlike manner, exercising reasonable care, skill, and attention, in the design, planning, supervision and construction of the Project and in attempting to comply with NRC licensing requirements.

G. For a judgment that Defendants have been grossly negligent in their duties with regard to the design, planning, supervision, construction, and licensing of the Project.

H. For a judgment that Defendants, by certain of their acts and omissions alleged above, including but not limited to their failure to disclose the 1978 MAC report, budgets, cost and schedule estimates, and problems relating to the NRC licensing process, and their failure to supervise and train their agents and employees during the construction phase of the Project, have willfully injured Brasco.

I. For a judgment that Defendants have knowingly violated the Texas Deceptive Trade Practices and Consumer Protection Act:

1. by their breaches of express and implied warranties;
2. by their failures to disclose material information;
3. by their material misrepresentations and nondisclosures; and
4. by their unconscionable course of action.

J. For a judgment that Defendants have made untrue statements or omitted disclosures of material fact in violation of Article 581-33 of the Texas Securities Laws, Title 19, Articles 581-1 et seq.

K. For a judgment that Defendants have made untrue statements or omitted disclosures of material fact in violation of Section 12 of the Securities Act of 1933, 15 U.S.C. Section 77j.

L. For a judgment that Defendants have made untrue statements or omitted disclosures of material fact in violation of Section 10 of the Securities Exchange Act of 1934, 15 U.S.C.

Section 78j, and Rule 10b-5 of the Securities and Exchange Commission, 17 C.F.R. Section 240.10b-5.

M. For an order rescinding the Joint Ownership Agreement and discharging all remaining obligations of Brazos under such Agreement, and requiring Defendants to pay to Brazos an amount equal to all outstanding borrowings of Brazos associated with the Project.

N. For an order enjoining Defendants from seeking additional payment for design, construction, operation or decommissioning of Comanche Peak.

O. For appropriate reformation of the contract and whatever additional equitable relief may be appropriate, including rights to Brazos' contracted ownership share of power and energy for the life of Comanche Peak at the anticipated cost under the Agreement.

P. For an order requiring Defendants to pay Brazos its damages, trebled pursuant to Section 17.30(b)(1) of the Texas Deceptive Trade Practices and Consumer Protection Act, or for compensatory and punitive damages for intentional violations of Defendants' common law duties and for any other damages determined as a result of the actions complained of herein. Brazos' actual damages to date are at least \$216 million. Brazos' present and future reasonably foreseeable damages include, but are not limited to:

1. Brazos' costs associated with Comanche Peak, including interest paid and payable on loans secured for the Project;
2. Brazos' costs associated with obtaining replacement power necessitated by the delay of commercial operation of Comanche Peak;
3. Brazos' lost opportunity costs;
4. All of the costs associated with Brazos' percentage interest in the Project (including interest) necessary to complete and operate the plant above those that would have been necessary had Defendants performed their obligations in a prudent manner; and

5. Brazos' power and energy costs in excess of those that would have been necessary had Defendants performed their obligations in a prudent manner.
- Q. For an order requiring Defendants to pay Brazos' attorneys fees associated with Comanche Peak and this action.
- R. For an award of interest computed from the time Brazos suffered damages to the date of payment.
- S. For costs of the Court.
- T. For such other and further relief as shall appear just and reasonable to the Court.

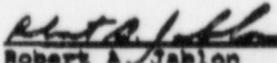
Respectfully submitted,

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By: 
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and

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By: 
Robert A. Jablon
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TMPA'S SEPARATE RESPONSES TO CASE'S 6/30/86 INTERROGATORIES

71. (a) Have Applicants (including the minor owners of Comanche Peak) or any of their consultants or agents attempted to ascertain what caused the problems in design at Comanche Peak (including reports, evaluations, or studies by consultants or others, investigations, etc., and including specifically any and all studies, reports, evaluations, etc., performed by or for Southern Engineering, or performed by or for any of the minor owners of Comanche Peak, and all relevant documents filed with the SEC and/or REA by Applicants and/or the minority owners).

ANSWER: Texas Municipal Power Authority (TMPA) is currently engaged in litigation in two District Courts in the State of Texas arising out of TMPA's ownership interest in Comanche Peak, and TMPA has engaged the services of attorneys to represent it in such litigation. In connection with the litigation, TMPA's attorneys have and are analyzing various aspects of Comanche Peak. Any information or documents that may exist regarding any such efforts were, and are being, prepared by TMPA's attorneys, in anticipation of and in connection with the litigation, as part of a comprehensive analysis of TMPA's rights and obligations respecting Comanche Peak. Any such information or documents, accordingly, are privileged or constitute the work product of TMPA's attorneys and are not subject to discovery.

(b) If not, why not?

ANSWER: See answer to 71(a).

(c) If so, what documents (as defined on page 2, item 3, herein, and including job or performance evaluations, checks of credentials, adequacy of credentials and training, etc.) existed in the past or currently exist regarding such attempt(s)? Our question should be answered regarding not only engineering personnel per se but also regarding anyone who made decisions which impacted design. List all such documents with reasonable specificity, including date, author (name, title, organization), purpose, etc.

ANSWER: See answer to 71(a).

(d) If any documents which might have been responsive to (a) through (c) above existed in the past but no longer exist, please explain with specificity and in detail the exact circumstances regarding each such document.

ANSWER: Not applicable.

(e) If so, what was/were the result(s) of such reports, evaluations, studies, etc.?

ANSWER: Not applicable.

(f) Either during the research for such reports, evaluations, studies, etc., or in any other context, were there ever other individuals who expressed the same or similar concerns as the Walsh/Doyle allegations?

ANSWER: See answer to 71(a).

(g) If the answer to (f) above is yes, please provide specific details regarding each such individual, including but not limited to: each specific concern(s); the individual's name, title, and organization at the time; whether or not each such individual is still employed at Comanche Peak (either on-site or offsite) and, if so, his/her current title and organization; if any such individual is no longer employed at Comanche Peak (either onsite or offsite), such individual's last known address and telephone number; the time or time period(s) during which each such concern was raised; to whom each such concern was reported; the response of each such person to whom each such concern was reported; and Applicants' interim and final resolutions of each such concern.

ANSWER: Not applicable.

(f) What is Applicants' current evaluation of the competence of each (please specify by name) of Applicants' witnesses and/or affiants who participated in hearings, evidentiary depositions, and/or affidavits regarding motions for summary disposition regarding design matters?

ANSWER: (f)[sic] At this time, TMPA, through its attorneys, has not completed evaluation of the competence of any of the witnesses and/or affiants referred to in this interrogatory. To the extent that any such evaluations are later completed by consulting experts for TMPA's attorneys or by TMPA's attorneys in connection with the litigation, as part

of a comprehensive analysis of TMPA's rights and obligations respecting Comanche Peak, such evaluations, and the opinions of TMPA's attorneys will be privileged or will constitute the work product of TMPA's attorneys and are not subject to discovery.

(f) What is Applicants' current evaluation of the credibility of each (please specify by name) of Applicants' witnesses and/or affiants who participated in hearings, evidentiary depositions, and/or affidavits regarding motions for summary disposition regarding design matters?

ANSWER: (f)[sic] At this time, TMPA, through its attorneys, has not completed evaluation of the credibility of any of the witnesses and/or affiants referred to in this interrogatory. To the extent that any such evaluations are later completed by consulting experts for TMPA's attorneys or by TMPA's attorneys in connection with the litigation, as part of a comprehensive analysis of TMPA's rights and obligations respecting Comanche Peak, they would be privileged or would constitute the work produce of TMPA's attorneys, and not subject to discovery.

(g) Is it currently Applicants' belief that any or all (please specify by name) of Applicants' witnesses and/or affiants who participated in hearings, evidentiary depositions, and/or affidavits regarding motions for summary disposition regarding design matters were wrong in their testimony, evaluations, analyses, and/or engineering judgement? If so, please

give full and complete details regarding each such individual and his/her testimony/depositions/affidavits, along with a listing of relevant documents involved.

ANSWER: (g)[sic] At this time, TMPA, through its attorneys, has not completed its evaluation of the accuracy of testimony of any of the witnesses and/or affiants referred to in this interrogatory. To the extent that any such evaluations are later completed by consulting experts for TMPA's attorneys or by TMPA's attorneys in connection with the litigation, as part of a comprehensive analysis of TMPA's rights and obligations respecting Comanche Peak, any such evaluations and any opinions of TMPA's attorneys will be privileged or will constitute the work product of TMPA's attorneys, and are not subject to discovery.

(h) Do Applicants have any reason to believe that any or all of the minor owners of Comanche Peak disagree in any way with Applicants' evaluations in (e), (f), and/or (g) preceding? If so, state with reasonable specificity the reason for such belief and provide a listing of all documents relating to such belief.

ANSWER: TMPA does not understand this interrogatory, and therefore cannot answer it.

(i) If, in any instance, Applicants currently question the competence, credibility, and/or testimony/depositions/affidavits of any of their witnesses or affiants, specifically what have Applicants done about each such instance?

Provide a listing of all documents relating to each such response by Applicants.

ANSWER: At this time, TMPA has not completed its evaluation of the competence, credibility, and/or accuracy of testimony of any of the witnesses and/or affiants referred to in this interrogatory. To the extent that any such evaluations are later completed by consulting experts for TMPA's attorneys or by TMPA's attorneys in connection with litigation, as part of a comprehensive analysis of TMPA's rights and obligations respecting Comanche Peak, such evaluations and any opinions of TMPA's attorneys will be privileged or will constitute the work product of TMPA's attorneys, and are not subject to discovery.

(j) Please review your responses to (a) through (i) above. What is Applicants' current assessment of what your responses mean insofar as Applicants' ability to design, construct, and operate Comanche Peak?

ANSWER: TMPA's responses to 71(a)-(i) can have no impact whatever on Applicants' ability or inability to design, construct, or operate Comanche Peak, therefore the responses can have no meaning insofar as Applicants' ability or inability to design, construct, or operate Comanche Peak.

Request for Documents

CASE requests that Applicants produce the original or copies of all documents in Applicants' (including the minority

owners) or their agents' custody, possession, or control that refer or relate in any way to documents identified in or used for answering the interrogatories in this entire Set of Interrogatories and Request for Documents as set forth in the preceding.

And, more specifically:

(1) In regard to the preceding questions relating to items reportable or potentially reportable under 10 CFR 50.55(e), please be sure to provide all documents that refer or relate in any way to your response, including but not limited to all logs of 50.55(e) items, notes of initial verbal notifications to NRC Region IV, initial written notifications to NRC Region IV, all follow-up notifications to NRC Region IV, all documents relating to the 50.55(e) item (including, if Applicants decided the item was not in fact reportable, all documents relating to and/or supporting that decision).

(2) Provide copies of all NCR logs which CASE has not already received. Provide for inspection and copying all NCR's written since the beginning of the CPRT effort and Stone & Webster effort. (Please check with CASE's Mrs. Ellis for further details regarding which logs and NCR's we have already received; we will work with you on this.)

(If a document has already been supplied by Applicants to CASE in another proceeding, Applicants can identify with particularity the location of the document or answer by including the name of the document, page and line number, in which

docket the document was produced, and the date it was produced. This does not apply if the answer previously provided was an objection or if the interrogatory has not yet been answered. In that case, Applicants must reassert the objection as applicable to this proceeding or answer the interrogatory.

ANSWER: See answer to interrogatory 71(a).

Tex-La Responses to CASE's 6/30/86 Interrogatories

71(a). An attempt to identify and review the design problems at Comanche Peak was undertaken by Tex-La's consultants, Southern Engineering, at the request of Tex-La's attorneys. In carrying out their survey, the consultants relied entirely on documents forming part of the public record at the NRC relating to the licensing of Comanche Peak and undertook no independent investigation of what caused the design problems at Comanche Peak. The only documents that exist regarding their efforts were prepared by the consultants for and in conjunction with Tex-La's attorneys, in anticipation of litigation, as part of a comprehensive analysis of Tex-La's rights and obligations respecting Comanche Peak. The documents, accordingly, are privileged and not subject to discovery.

71(b). See answer to 71(a).

71(c). See answer to 71(a).

71(d). Not applicable.

71(e). Not applicable.

71(f). No.

71(g). Not applicable.

71(f) [sic]. Neither Tex-La nor its consultants have conducted an evaluation of the competence of any of the witnesses and/or affiants referred to in this interrogatory. Therefore, Tex-La has no position as to this issue at the present time.

71(f) [sic]. Neither Tex-La nor its consultants have conducted an evaluation of the credibility of any of the witnesses and/or affiants referred to in this interrogatory. Therefore, Tex-La has no position as to this issue at the present time.

71(g) [sic]. Neither Tex-La nor its consultants have conducted an evaluation of the accuracy of the testimony, depositions, or affidavits referred to in this interrogatory. Therefore, Tex-La has no position as to this issue at the present time.

71(h). It is not clear to whom this interrogatory is directed. If it is directed to Tex-La, it is not applicable because, as stated in the answers to the three preceding interrogatories, no evaluations of the kind described in the interrogatory have been made.

71(i). Not applicable.

71(j). Tex-La's responses to 71(a)-(i) have no impact on Applicants' ability or inability to design, construct, and operate Comanche Peak and therefore have no meaning insofar as said ability or inability.

Request for Documents

See answer to interrogatory 71(a).



101 California Street, Suite 1000, San Francisco, CA 94111-5894

415 397-5600

July 3, 1986
84056.102

Mr. J. Redding
Texas Utilities Generating Company
Comanche Peak Steam Electric Station
Highway FM 201
Glen Rose, TX 76043

Subject: CASE Discovery Requests
Texas Utilities Generating Company
Comanche Peak Steam Electric Station
Independent Assessment Program - All Phases

Dear Mr. Redding:

Per your request, we have prepared responses to the recent CASE Interrogatories regarding Cygna. The three questions are addressed in the attachments. Attachment 1 provides a brief summary of Cygna's activities during the past year as related to the Independent Assessment Program for Comanche Peak. Attachment 2 provides the references for the transmittals of all previously unissued communications reports. Attachment 3 is a copy of the following logs for all phases of the IAP: incoming correspondence, drawings, technical files, and ASLB related material.

If you require any further information, please call at your convenience.

Very truly yours,

A handwritten signature in cursive script that reads "N.H. Williams".

N.H. Williams
Project Manager

NHW:jst
Attachments

cc: Mr. W.G. Council (w/Attachments w/o logs)

ATTACHMENT 1

QUESTION: CASE has not received anything to Cygna from Applicants or from Cygna in some time. What has Cygna been doing in the past 10 to 12 months or so? What is the current status of Cygna's review of Comanche Peak (including any time estimates of completion reports, etc.)?

RESPONSE:

The following is a brief summary of Cygna's activities for the past year related to the Comanche Peak Independent Assessment Program.

A. Database of Findings

A database of all findings from the four phases of the IAP has been completed.

B. Probable Cause Evaluation

For each of the findings, a preliminary probable cause grouping has been assigned based on the information available to Cygna as of this date. These groupings have been incorporated into the database for use in a cumulative effects evaluation.

C. Observation Updating

All observations from Phases 1, 2, and 3 are currently being updated to reflect information obtained since the last issuance and to refer to related Phase 4 findings as appropriate. This activity is not complete and awaits the receipt of further documentation.

D. Review of Relevant CPRT Documents

Project team personnel are reviewing documents related to the CPRT activities as they pertain to the Cygna findings. In October, 1985 Cygna documented and transmitted certain questions related to the revision of the CPRT Plan received by Cygna on 7/9/85. Cygna expects to meet with CPRT review teams in the future in order to close out Cygna findings. To date the CPRT procedures and criteria necessary to resolve the Cygna issues have not been received.

E. Review of Relevant ASLB Documents

Cygna has continued to review documents transmitted from the NRC, ASLB, CASE, and TUGCO for relevance to the Cygna review scope and findings. Listings of these documents sorted by subject area have been transmitted to TUGCO on a continuing basis. The latest listing was dated April 23, 1986.

F. Review Issues List (RIL)

Cygna is continuing to update the RIL which is a summary overview of the key findings and open issues from all four phases of the IAP.

G. Supplemental Walkdowns

Cygna project personnel conducted select supplemental field verifications during 6/85. The walkdowns were performed to confirm certain data and to reconcile outstanding questions arising from Cygna data and responses received from TUGCO and Gibbs & Hill since the first set of Phase 4 walkdowns.

H. Special Studies

In order to evaluate the design significance of certain cable tray and conduit support findings and evaluate the reasonableness of selected TUGCO/Gibbs & Hill responses, Cygna is performing some analyses. These analyses include: (1) buckling of single angle braces, (2) base angle connection behavior, (3) thermal loadings on conduit supports, (4) NPSI pad evaluation, (5) punching shear evaluation of tube steel, (6) cable tray dynamic amplification factor evaluation, (6) torsion of unistrut sections.

I. Preparation of Phase 4 Final Report

The following activities have been ongoing in preparation for the issuance of the Phase 4 work:

1. Over 200 checklists are being finalized.
2. Observations are being prepared to the extent possible without interfacing with CPRT personnel on the resolutions.

3. The list of documents reviewed has been finalized. However, some additions may be required as new information is received.
4. The Review Scope and Methodology sections have been drafted.
5. The Program Review Matrices have been drafted.
6. The Design Review Criteria documents are undergoing independent reviews by Cygna personnel.
7. The Work Instruction for conducting the design review is being revised to reflect the current methodology, since changes have taken place as a result of the CPRT effort.

The final report cannot be completed until Cygna receives responses which are necessary to close Cygna's open items, and resolution is reached with the CPRT relative to Cygna's findings.

J. Responses to CASE Discovery Requests

Cygna has prepared detailed responses on CASE's discovery requests regarding pipe support stability submitted on 3/24/86 and 6/20/86.

ATTACHMENT 2

QUESTION: Have there been any contacts between Cygna and Applicants for which communications reports or other summaries have not been prepared? Or have there been such reports with which CASE has not been supplied? If the answer to either of these questions is yes, please list all such communications both to Cygna from Applicants and to Applicants or others from Cygna.

RESPONSE: Through September 5, 1985, all telecons were being transmitted to all parties on a regular basis. Since that time, communications with TUGCO have been minimal. A few communications reports were drafted since that time but not finalized. These unissued communications reports will be transmitted to CASE as attachments to Letters 84042.48 and 84056.101.

ATTACHMENT 3

QUESTION: Provide a listing of all documents provided to Cygna by Applicants or others regarding Comanche Peak from the time Cygna first began its review of Comanche Peak, including the date on which Cygna received each document (similar to the computerized listing with which CASE was provided a year or so ago by Cygna, but updated).

RESPONSE: See attached logs.

CERTIFICATE OF SERVICE

I, William S. Eggeling, one of the attorneys for the Applicants herein, hereby certify that on July 28, 1986, I made service of the within "Applicants' Responses to CASE's 6/30/86 Interrogatories and Request for Documents and Motion for Protective Order" by mailing copies thereof, postage prepaid, to:

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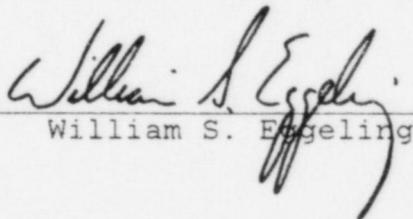
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