

FLORIDA PUBLIC SERVICE COMMISSION
AUDIT DOCUMENT/RECORD REQUEST
NOTICE OF INTENT

RETRACTED

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TO: Maritza Iacono

UTILITY: Progress Energy - Florida

Carl Vinson
AUDIT MANAGER

FROM: Vinson

REQUEST NUMBER: DR-3

DATE OF REQUEST: 4/08/08

AUDIT PURPOSE: Nuclear Controls Review

REQUEST THE FOLLOWING ITEM(S) BE PROVIDED BY: 4/21/08

REFERENCE RULE 25-22.006, F.A.C., THIS REQUEST IS MADE: INCIDENT TO AN INQUIRY

OUTSIDE OF AN INQUIRY

ITEM DESCRIPTION:

Levy Units 1 and 2

1. a. Please provide current copies of all project planning documents for Levy Units 1 and 2.
b. Please list and describe the planning and design documents and/or systems used to support, develop and maintain the project plan for Levy Units 1 and 2.
2. a. Please provide current copies of all project management documents for the Levy Units 1 and 2.
b. Please list and describe the project management documents and/or systems used to track work completion and schedule status for Levy Units 1 and 2.
3. a. Please provide current copies of all contractor evaluation and quality assurance documents for Levy Units 1 and 2.
b. Please list and describe the contractor evaluation and quality assurance documents and/or systems used to assess contract compliance, work completion and quality assurance for Levy Units 1 and 2.
4. a. Provide an organizational chart of the organizations and work units responsible for completing Levy Units 1 and 2 including the names of key managers in place.
b. Provide a description of the primary responsibilities for each group involved in the projects' completion.
c. Provide the number of employees in each group.
5. Provide copies of the purchasing, bidding, and contracting procedures applicable to Levy Units 1 and 2.
6. Provide copies of any project management procedures applicable to Levy Units 1 and 2.
7. a. Please list and describe all reporting mechanisms used to provide project status reports and updates to company management, corporate Board of Directors and joint owners.
b. Please provide copies of all Board of Directors and managing committee meeting minutes that pertain to Levy Units 1 and 2.
8. Provide a list of all internal or external audits of Levy Units 1 and 2 planned for the period 2008-2010.
9. Please provide copies of all scoping studies and feasibility studies regarding the construction of Levy Units 1 and 2.
10. Please provide a recap and description of Levy County Units 1 and 2 planning, history, and work accomplished to date.
11. a) Please provide a description of the status of service and/or materials contracts for Levy Units 1 and 2. Please include descriptions of any negotiations that have not yet resulted in bids or contracts.
b) Please provide copies of all executed service and/or materials contracts and addendums for Levy Units 1 and 2. *Supplied*
c) Please provide copies of all sole-source or single-source justification explanations for any applicable Levy Units 1 and 2 contracts.
12. Please provide copies of any RFPs issued by PEF for Levy Units 1 and 2 and any RFP responses, bids or proposals received from potential contractors or suppliers.

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DOCUMENT NUMBER - DATE
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FPSC-COMMISSION CLERK

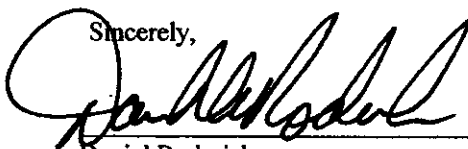
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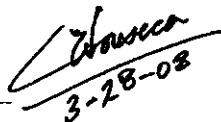
All other terms in the Contract or other Contract Amendments remain unchanged.

Please execute this Work Authorization, retain an original for your file, and return the other original within ten (10) calendar days to Sid Fowler, Progress Energy Service Company, LLC, P.O. Box 1981 (TPP-08), Raleigh, NC 27602-1981. Overnight deliveries should be sent to 100 E. Davie Street (TPP-08), Raleigh, NC 27601.

Sincerely,

Daniel Roderick
Vice President, Nuclear Projects & Construction

Accepted:

SHAW, STONE & WEBSTER, INC.

By:  
3-28-08

Name (printed): C.E. CRONAN

Title: VP. DIRECTOR OF ENGINEERING

Date: 3/28/08

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

(Contractor to fill in name and title)

is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

In accordance with the Federal Acquisition Regulation section 52.219, please check all that apply to your company. Please provide supporting documentation or certification to confirm the status for any categories checked under Small/Diverse Vendors.

- Certified small business*
- Veteran-owned business*
- Service-disabled veteran-owned business*
- Not a Small Business
- HUBZone, 8(a) or disadvantaged business*
- Minority-owned business **
- Women-owned small business **

* As defined by the Small Business Administration (SBA): www.sba.gov

** Certified by Progress Energy and as defined by SBA.

Register online at www.progress-energy.com/supplierdiversity

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**PROPOSAL FOR SHAW PHASE 1 WORK ACTIVITIES REQUIRED TO SUPPORT SCA AND
LWA SUBMITTALS**

PROPOSAL NUMBER SSWN-PEF-00129

MARCH 13, 2008

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SECTION 1:

PROJECT MANAGEMENT

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SECTION 2:

CONSTRUCTION SCA

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SECTION 3:

ENGINEERING MANAGEMENT

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SECTION 4:

ENGINEERING SCA

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SECTION 5:

GEOTECHNICAL AND ENVIRONMENTAL SCA

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SECTION 6:

CONSTRUCTION LWA

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SECTION 7:

ENGINEERING LWA

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SECTION 8:

GEOTECHNICAL AND ENVIRONMENTAL LWA

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ATTACHMENT C

CONFIDENTIAL

**Contract Employee
Code of Ethics Acknowledgment Form**

Please go to the following website to review the Progress Energy Code of Ethics prior to signing this Acknowledgment Form. Hard copies are available upon request.

<http://www.progress-energy.com/investors/corpgov/codeofethics.asp>

I have read the Progress Energy Code of Ethics. I understand that the principles stated in the Code of Ethics represent those of Progress Energy as they relate to the work I perform as an independent contractor (or as an employee of an independent contractor of Progress Energy), and that violating those principles, or the legal and regulatory requirements applicable to my work may result in disciplinary action by my employer. I agree to abide by and support the legal and regulatory requirements applicable to my work. I understand that if I have questions concerning appropriate ethics or relevant legal and regulatory requirements, I should consult with my supervisor.

Signature of Contract Employee

Name of Contract Employee

Date

Contractor Organization

Contractor shall maintain completed forms. Do not return completed forms unless they are specifically requested by Owner.

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Please execute this Work Authorization, retain an original for your file, and return the other original within ten (10) calendar days to Tony Owen, Progress Energy Service Company, LLC, P. O. Box 1981 (TPP-8), Raleigh, NC 27602.

Sincerely,



Tony Owen
Manager, NGO Major Projects
Progress Energy Service Company, LLC
acting solely as agent for Progress Energy
Florida, Inc.

Accepted:

STONE & WEBSTER, INC.

By: CE Cronan *CEC*
10/12/07

Name (printed): CHARLES E CRONAN JR

Title: VP. Director Nuclear Eng

Date: 10/15/07

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

(Contractor to fill in name and title)

is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

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- Veteran-owned business* Minority-owned business **
- Service-disabled veteran-owned business* Women-owned small business **
- Not a Small Business

* As defined by the Small Business Administration (SBA): www.sba.gov
** Certified by Progress Energy and as defined by SBA.

Register online at www.progress-energy.com/supplierdiversity

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ATTACHMENT B

Stone & Webster

Proposal for Price Finalization of Levy Nuclear Plant

**Scope Descriptions
Summary Schedule
Cost Estimates**

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Scope Descriptions

Project Management

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**Construction
Scope Descriptions**

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**Engineering
Scope Descriptions**

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Geotechnical / Environmental

Scope Description

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Summary Schedule

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Cost Estimate Summary

1 PAGE DOCUMENT

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4. OWNER'S DESIGNATED REPRESENTATIVE

Ms. Debbie Doyle (TPP-15), Progress Energy, PO Box 1981, Raleigh, NC 27602 is appointed as Owner's Designated Representative for the purposes of administration of this Contract.

5. TERMS AND CONDITIONS

This Contract shall be performed in accordance with the terms and conditions attached hereto (Attachment A). Such terms and conditions are as fully a part of this Contract as if set out in this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized agents.

HEIDT & ASSOCIATES, INC.

PROGRESS ENERGY SERVICE COMPANY, LLC
not in its individual capacity, but solely as agent for
PROGRESS ENERGY FLORIDA, INC.

BY: Paul A. Dolcemascolo

BY: Tony Owen
Tony Owen
Manager, NGG Major Projects

NAME (printed): Paul A. Dolcemascolo

TITLE: Vice President

DATE: 10/01/07

DATE: 9/28/07

FEDERAL TAX ID # 59-1226124

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2 PAGES

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Please execute this Work Authorization, retain an original for your file, and return the other original within ten (10) calendar days to Tony Owen, Progress Energy Service Company, LLC, P. O. Box 1551 (PEB-2C3), Raleigh, NC 27602.

Sincerely,

Tony Owen
Manager, NGG Major Projects
Progress Energy Service Company, LLC
Acting solely as Agent for Progress Energy Florida, Inc.

Accepted:

STONE & WEBSTER

By: W.F. Goff

Name (printed): W.F. Goff

Title: Vice President

Date: June 5, 2007

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

(Contractor to fill in name and title)

is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

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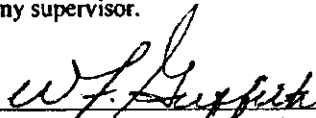
ATTACHMENT B

**Contract Employee
Code of Ethics Acknowledgment Form**

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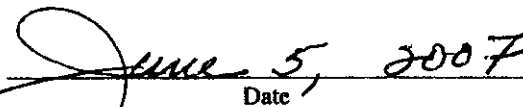
I have read the Progress Energy Code of Ethics. I understand that the principles stated in the Code of Ethics represent those of Progress Energy as they relate to the work I perform as an independent contractor (or as an employee of an independent contractor of Progress Energy), and that violating those principles, or the legal and regulatory requirements applicable to my work may result in disciplinary action by my employer. I agree to abide by and support the legal and regulatory requirements applicable to my work. I understand that if I have questions concerning appropriate ethics or relevant legal and regulatory requirements, I should consult with my supervisor.



Signature of Contract Employee



Name of Contract Employee



Date



Social Security Number



Contractor Organization

Contractor shall maintain completed forms. Do not return completed forms unless they are specifically requested by Owner.

4 PAGES

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1 PAGE

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All other terms in the Contract or other Contract Amendments remain unchanged.

Please execute this Amendment, retain an original for your file, and return the other original within ten (10) calendar days to John T. Duncan, Progress Energy Service Company, LLC, P. O. Box 1551 (PEB-2), Raleigh, NC 27602.

Sincerely,



Tony Owen
Manager, NGG Major Projects
Progress Energy Service Company, LLC
acting solely as agent for
Progress Energy Carolinas, Inc.

CONFIDENTIAL

Accepted:

STONE & WEBSTER, INC.

By: 

Name (printed): EDWARD J. HUBNER

Title: VICE PRESIDENT

Date: 5/29/2007

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

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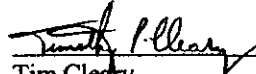
CONFIDENTIAL

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Please execute this Work Authorization, retain an original for your file, and return the other original within ten (10) calendar days to Mr. Tony Owen, Progress Energy Service Company LLC, P. O. Box 1551 (PEB-2), Raleigh, NC 27602.

Sincerely,



Tim Cleary
General Manager, Nuclear Plant
Development & License Renewal

Accepted:

STONE & WEBSTER, INC.

By: 

Name (printed): EDWARD J HUBNER

Title: VICE PRESIDENT

Date: 3/20/2007

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

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ATTACHMENT A

**Contract Employee
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Signature of Contract Employee

Name of Contract Employee

Date

Contractor Organization

Contractor shall maintain completed forms. Do not return completed forms unless they are specifically requested by Owner.

2 PAGES

CONFIDENTIAL

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All other terms in the Contract or other Contract Amendments remain unchanged.

Please execute this Amendment, retain an original for your file, and return the other original within ten (10) calendar days to John T. Duncan, Progress Energy Service Company, LLC, P. O. Box 1551 (PEB-2), Raleigh, NC 27602.


Sincerely,



Tony Owen
Supply Chain Management

Accepted:

WESTINGHOUSE ELECTRIC COMPANY, LLC

By: 

Name (printed): DANIEL C. BEDDINGFIELD

Title: CUSTOMER PROJECTS MGR

Date: 11/15/2006

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

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MASTER CONTRACT

No. 300968

CONTRACT

FEB 23 2006

ACCEPTANCE

BETWEEN

PROGRESS ENERGY SERVICE COMPANY, LLC
not in its individual capacity, but solely as agent for
PROGRESS ENERGY CAROLINAS, INC.
PROGRESS ENERGY FLORIDA, INC.

AND

STONE & WEBSTER, INC.

February 14, 2007

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Attachment G	Release from Contractor

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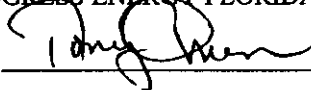
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The parties execute this Contract by their signature or the signature of their authorized agents.

STONE & WEBSTER, INC.

PROGRESS ENERGY SERVICE COMPANY, LLC
not in its individual capacity, but solely as Agent for
PROGRESS ENERGY CAROLINAS, INC.,
PROGRESS ENERGY FLORIDA, INC.

BY: 

BY: 

NAME (printed): EDWARD J. HUBNER

NAME: Tony Owen

TITLE: VICE PRESIDENT

TITLE: Supply Chain Management

DATE: 2/22/2007

DATE: February 16, 2007

Indicate your Social Security Number OR your Federal Tax Identification Number (FTIN). This number shall correspond with the Contractor name indicated above and shall be the same Federal Tax Identification Number under which you report income. **COMPLETE ONLY ONE.**

Federal Tax ID # 72-1478572	Social Security # _____
-----------------------------	-------------------------

The Internal Revenue Service (IRS) requires us to obtain certain information from you to meet IRS Form 1099 reporting and filing requirements. If you do not provide your correct FTIN, your payments may be subject to 20% backup withholding. Under penalties of perjury, I certify that the FTIN shown above is correct for the Contractor named.

(Contractor to fill in name and title)
is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

In accordance with the Federal Acquisition Regulation section 52.219, please check all that apply to your company. Please provide supporting documentation or certification to confirm the status for any categories checked under Small/Diverse Vendors.

- | | |
|---|---|
| <input type="checkbox"/> Certified small business* | <input type="checkbox"/> HUBZone, 8(a) or disadvantaged business* |
| <input type="checkbox"/> Veteran-owned business* | <input type="checkbox"/> Minority-owned business ** |
| <input type="checkbox"/> Service-disabled veteran-owned business* | <input type="checkbox"/> Women-owned small business ** |
| <input type="checkbox"/> Not a Small Business | |

* As defined by the Small Business Administration (SBA): www.sba.gov
** Certified by Progress Energy and as defined by SBA.

Register online at www.progress-energy.com/supplierdiversity

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Attachment B
**Contract Employee
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Signature of Contract Employee

Name of Contract Employee

Date

Contractor Organization

Attachment C
SUPPLIER DIVERSITY & BUSINESS DEVELOPMENT
SUBCONTRACTING REPORT

REPORTING METHOD AND DEFINITIONS

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REPORTING METHOD

Please complete the attached form, Supplier Diversity & Business Development Subcontracting Report, to record your awards with small business concerns that are directly related to fulfilling a specific Progress Energy contract. Provide contract number, dollar amount and the per cent of award to small business concerns. Quarterly and cumulative annual period reporting is required.

REPORTING TIME SCHEDULE

Please provide the information requested for subcontracting quarterly report by the 15th of the month following the end of the quarter that you are reporting. The completed form may be faxed to Progress Energy Service Co., LLC, Manager-Supplier Diversity & Business Development, (919) 546-6750 or mailed to Progress Energy Service Co., LLC, Manager-Supplier Diversity & Business Development, P.O. Box 1551 (PEB-2), Raleigh, NC 27602.

SMALL BUSINESS CONCERNS (SBC) DEFINITIONS*

- **Small Disadvantaged Business Concern (SDB)** - A business at least 51 percent of which is owned (or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned) by one or more minority individuals or other individuals found to be disadvantaged as established by the Small Business Administration and whose management and daily operations are controlled by individuals including the following minority classes (for clarification, refer to FAR 52.219-8).

Minority Type:

- African American Male	- Hispanic American Male	- Asian-Pacific American Male
- African American Female	- Hispanic American Female	- Asian-Pacific American Female
- Native American Male	- Asian-Indian American Male	
- Native American Female	- Asian-Indian American Female	

Native American	Includes American Indians, Eskimos, Aleuts and Native Hawaiians
Asian Pacific	Includes U.S. citizens where origins are from Japan, China, Philippines, Vietnam, Korea, Samoa, Guam, U.S. Territories of Pacific, Laos, Cambodia and Taiwan
Asian Indian	Includes U.S. citizens where origins are from India, Pakistan and Bangladesh

- **Women-Owned Business Concern (WOSB)** - A business that is at least 51 percent owned by a non-minority woman and who controls the daily management (for clarification, refer to FAR 52.219-8).

- **Hubzone Small Business Concern (HBZ)** - A business that appears on the list of qualified hubzone small business concerns maintained by the Small Business Administration.

- **Veteran-owned Small Business Concern (VOSB)**- A business at least 51 percent of which is owned (or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned) by one or more veterans and whose management and daily operations are controlled by one or more veterans.

- **Small Business Concern (SB)**- A business independently owned and operated that is not dominant in its field and that meets Small Business Administration standards as to the number of employees, generally under 500, and/or dollar volume of its business (for clarification, refer to 13 CFR Part 121 and FAR 19.102).

- **Handicapped/Sheltered Workshop** - this must be a charity organization or institution conducted not for profit, but for the purpose of carrying out a recognized rehabilitation program for handicapped workers and/or providing individuals with paid employment.

SUPPLIER DIVERSITY & BUSINESS DEVELOPMENT SUBCONTRACTING REPORT

Date _____
 Contractor Name _____
 Qtr. _____
 Type of Business _____
 Contract Number _____
 Dollar Amount of Contract _____

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CERTIFIED SMALL BUSINESS CONCERNS INFORMATION

List all small business concerns subcontractor(s) used on the project and subcontracted percent and amount

NAME	PRODUCTS/SERVICES TO BE PROVIDED	\$ AMOUNT	YTD \$ Amount	%	*SBC code

SOURCING EFFORT FOR CERTIFIED SMALL BUSINESS CONCERNS

List all small business concerns subcontractor(s) contacted on the project that will not be used

NAME	ADDRESS	PHONE NUMBER	CONTACT	*SBC code

LIST ANY ORGANIZATIONS, AGENCIES, OR GROUPS THAT YOU CONTACTED TO SOURCE CERTIFIED SMALL BUSINESS CONCERNS

NAME	ADDRESS	PHONE NUMBER	CONTACT

Attach sheet if additional space is needed.

Suggested Organizations:

- Carolinas Minority Supplier Development Council 704-536-2884
- South Carolina's Governor's Office of Small & Minority Business Assistance 803-734-0657
- State of North Carolina Historically Underutilized Business Program 919-733-8965
- Raleigh/Durham Minority Business Development Center 919-833-6122
- The North Carolina Institute of Minority Economic Development 919-831-2467
- National Association of Women Business Owners 703-506-3268

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**NUCLEAR WORKER
SCREENING REQUIREMENTS

FOR

UNESCORTED ACCESS**

January 2006

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Attachment G

RELEASE FROM CONTRACTOR

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STATE OF

COUNTY OF

____, a corporation of the State of _____, whose address is _____ (hereinafter called "Contractor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby release and forever discharge PROGRESS ENERGY CAROLINAS, INC., a corporation organized under the laws of the State of North Carolina, whose address is 411 Fayetteville Street, P. O. Box 1551, Raleigh, NC 27602 (hereinafter called "PGN"), their successors and assigns, of and from any and all actions, causes of action, debts, dues, accounts, covenants, agreements, judgments, claims, and demands for payment (save those that may be explicitly itemized herein) which said Contractor now has or ever has had against them, their successors and assigns which shall or may arise out of, or be incidental to, work undertaken or done under and/or pursuant to Contract No. _____, dated _____, 20__, by and between Contractor and PGN, for:

The Contractor hereby represents and warrants that all bills for labor, materials, lands, licenses, and other expenses for which PGN might be sued or for which a lien might be filed have been fully satisfied and paid; that in order to induce PGN to make final payment under said Contract, while reserving all rights of action, claims or demands for final payment under said Contract, in anticipation of said final payment and in consideration thereof, pursuant to and in accordance with the provisions of said Contract, the Contractor hereby covenants and agrees, for itself, its successors and assigns, that it and they, and each of them, shall and will defend and save harmless PGN from and against any and all suits, actions, claims, liens, or demands of laborers, mechanics, material-men or others, which in any way may arise out of, or be incidental to, work undertaken or done under and/or pursuant to said Contract.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be duly executed this day of _____, 20__.

-The next paragraph begins on the following page-

[NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

Sworn to and Subscribed before me, this the
_____ day of _____, 200_.

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Notary Public

My commission expires: _____

(If Contractor is a sole proprietorship, Affidavit must be signed by owner; if partnership, by partner; and if corporation, by officer or authorized representative.)

CONTRACTOR'S AFFIDAVIT

TO

PROGRESS ENERGY

CONFIDENTIAL

STATE OF FLORIDA
COUNTY OF _____

} SS.

On this day before me, the undersigned authority duly authorized to take oath, personally appeared

_____ who, being by me first duly sworn, on oath deposes and says that:

1. Affiant is the duly elected and acting Vice President of _____ (Company) (herein called "Contractor"), a _____ Corporation, _____ (State) which performed the hereinafter described contract for Progress Energy (herein called "Owner"), with full authority to make this affidavit for said corporation.
2. Contractor heretofore entered into a contract number _____, dated _____ 20____ (herein called "Contract"), with Owner to furnish materials, machinery and equipment and/or to perform labor necessary for the construction of buildings and/or repair alteration of buildings, structures or machinery and equipment and/or construction or installation of facilities, on the Owner's land and property, all as more specifically described in the Contract, or in the purchase and/or work order attached to the Contract, and the descriptions therein contained are hereby incorporated herein by this reference thereto.
3. In connection with the request of the Contractor for final payment, under the Contract, it is hereby certified that all work, labor, services, materials, machinery and equipment furnished by the Contractor have been fully paid for by the Contractor and that there are no amounts (save those that may be explicitly itemized) unpaid in favor of any subcontractor or any other person furnishing labor and materials to the Contractor and utilized in the performance of the obligations of the Contractor under the Contract on the basis of which any lien (commonly called a mechanic's or materialman's lien) has been or can be filed and/or perfected under the laws of Florida for work done or materials, machinery, or equipment furnished to said land, building, structures, machinery, equipment, property or facilities or any part thereof of the Owner, except as set forth in Item 8 hereinafter.
4. The Contractor does hereby agree to indemnify and hold harmless the Owner against any loss, cost of damage arising out of the Contract by reason of the placing of filing or perfecting and foreclosures of liens, against said real estate and the structures thereon by subcontractors or by laborers or materialmen of the Contractor or of any subcontractor of the Contractor.
5. It is further certified that all federal taxes required to be withheld from employees of the Contractor have been withheld in the manner provided by law.

- 6. All vouchers, receipts and other evidence of payment with respect to claims of third persons against the Contractor arising out of, connected with or resulting from performance of the Contractor of his obligations under the Contract are in the possession of the undersigned and cover all claims of every description, kind or nature forming the basis for a mechanic's or materialman's lien against said property of Owner up to and including the date of this affidavit.
- 7. Receipt by the Contractor of the final payment under the Contract, or payments made in accordance with Item 8, shall constitute a full release and discharge of the Owner by the Contractor from any and all claims of the Contractor against the Owner, arising out of, connected with or resulting from performance of the Contractor pursuant to the Contract.

Rev. 06/02

- 8. Unpaid claims and liens which Contractor consents to Owner paying from amount due under Contract are:

(Attach separate schedule, if necessary.)

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Nature of Labor, Services or Material Furnished	Amount Due	Name of Subcontractor, Laborer or Materialman
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

- 9. Contractor is making this affidavit for the purpose of inducing Owner to make final payment of \$_____ (less amounts set forth in Item 8, if any) to Contractor under the Contract and Chapter 713, Florida Statutes.

(Contractor)

By _____
General Partner

Sworn to and subscribed before me this _____ day of _____ 20_____

Notary Public/State of Florida, at
Large

My Commission Expires _____

INSTRUCTIONS FOR COMPLETING THIS AFFIDAVIT

1. Insert name of County where affidavit is signed.
2. The name of person in the second line of the affidavit should be first name, middle initial and last name of the individual signing this affidavit.
3. If affidavit is signed by the President, strike the word "Vice" in the first line of Item 1 under the "By" line in the signature spaces.
4. In "Company" space of Item 1, insert full name of the corporation; and in "State" space, insert the name of the State of its incorporation.
5. On first line of Item 2, insert effective date shown in the Contract or Work Authorization against a Master Contract.
6. If no claim or lien unpaid write None in Item 8.
7. Insert amount of final payment in Item 9, less amounts set forth in Item 8, if any.
8. In the signature the name of the "Contractor" line should be the same as the name of the "Company" in Item 1 and the signature on the "By" line should be the same as that appearing in the second line of the affidavit.
9. Have Notary Public fill in, sign and seal where indicated.

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Westinghouse Electric Company
Nuclear Plant Projects
P.O. Box 355
Pittsburgh, Pennsylvania 15230-0355
USA

CONFIDENTIAL

Mr. Tony Owen
Progress Energy Service Company, LLC
P.O. Box 1981 (TPP-8)
Raleigh, NC 27602

Westinghouse Direct tel: 412-374-4030
Westinghouse Direct fax: 412-374-6677
Westinghouse e-mail: illerlg@westinghouse.com
Customer ref: WA3382-128
Westinghouse ref: APC/LNG0009

November 12, 2007

**Subject: Contract No. 3382 – Work Authorization No. 3382-128
Effective October 29, 2007.**

Dear Mr. Owen:

Please find attached the executed Amendment Contract No. 3382 – Work Authorization No. 3382-128 for your records. We have retained the other original for our files.

Very truly yours,
WESTINGHOUSE ELECTRIC COMPANY LLC

A handwritten signature in black ink, appearing to read 'Linda G. Iller'.

Linda G. Iller
Customer Project Manager

cc: Garry Miller Progress Energy
Pete Harden W
Heather Avery W
Dan Beddingfield W

~~4~~4PAGES

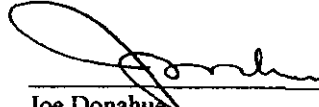
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All other terms in the Contract or other Contract Amendments remain unchanged.

Please execute this Work Authorization, retain an original for your file, and return the other original within ten (10) calendar days to Tony Owen, Progress Energy Service Company, LLC, P. O. Box 1981 (TPP-8), Raleigh, NC 27602.

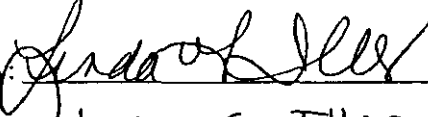
Sincerely,



Joe Donahue
Vice President, Nuclear Engineering

Accepted:

WESTINGHOUSE ELECTRIC COMPANY

By: 

Name: LINDA G. Iller

Title: Customer Project Manager, NPP

Date: November 9, 2007

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

LINDA G. Iller

is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

In accordance with the Federal Acquisition Regulation section 52.219, please check all that apply to your company. Please provide supporting documentation or certification to confirm the status for any categories checked under Small/Diverse Vendors.

- Certified small business*
- Veteran-owned business*
- Service-disabled veteran-owned business*
- Not a Small Business
- HUBZone, 8(a) or disadvantaged business*
- Minority-owned business **
- Women-owned small business **

* As defined by the Small Business Administration (SBA): www.sba.gov
** Certified by Progress Energy and as defined by SBA.

Register online at www.progress-energy.com/supplierdiversity

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CONFIDENTIAL

C.R. No. X0125905

CONFIDENTIAL

MASTER CONTRACT

XMA9012000

BETWEEN

CAROLINA POWER & LIGHT COMPANY

AND

WESTINGHOUSE ELECTRIC COMPANY LLC

**GENERAL TERMS AND CONDITITONS
FOR FURNISHING EQUIPMENT AND SERVICES**

**CAROLINA POWER & LIGHT COMPANY
411 Fayetteville Street
Raleigh, North Carolina 27602**

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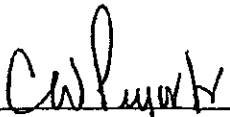
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The parties execute this Contract by their signature or the signature of their authorized agents.

WESTINGHOUSE ELECTRIC COMPANY LLC

CAROLINA POWER & LIGHT COMPANY

BY: 

BY: 

NAME (printed): Charles W. Pryor, Jr.

C. S. Hinnant
Senior Vice President and
Chief Nuclear Officer

TITLE: President & CEO

DATE: 1/20/00

DATE: 11-16-99

Indicate your Social Security Number (SS#) OR your Employer Identification Number (EIN). This number shall correspond with the Contractor name indicated above and shall be the same TIN under which you report income. COMPLETE ONLY ONE.

EIN	5	-	2	-	2	1	4	9	3	3	SS#	_____	_____	_____
-----	---	---	---	---	---	---	---	---	---	---	-----	-------	-------	-------

The Internal Revenue Service (IRS) requires us to obtain certain information from you to meet IRS Form 1099 reporting and filing requirements.

If you do not provide your correct Taxpayer Identification Number (TIN), your payments may be subject to 20% backup withholding.

Under penalties of perjury, I certify that the TIN shown above is correct for the Contractor named.

(Contractor to fill in name and title)

is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

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