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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Examination of the outage and replacement fuel/power costs associated with the CR3 steam generator replacement project, by Duke Energy Florida, Inc.

DOCKET NO.: 100437-EP

Filed: June 28, 2013

COMMISSION  
CLERK

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**DUKE ENERGY FLORIDA, INC.'S REVISED SIXTH REQUEST FOR CONFIDENTIAL CLASSIFICATION REGARDING SUPPLEMENTAL DOCUMENTS PRODUCED IN RESPONSE TO WHITE SPRINGS' REVISED SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 3-12)**

Duke Energy Florida, Inc. ("DEF" or the "Company"), pursuant to Sections 366.093, Florida Statutes, and Rule 25-22.006(3), Florida Administrative Code, revises its request for confidential classification of portions of the supplemental documents produced in response to White Springs' Revised Second Set of Requests for Production of Documents (Nos. 3-12), specifically certain documents responsive to number 5 filed May 24, 2013. These documents contain confidential contractual information, the disclosure of which would impair DEF's competitive business interests. These documents meet the definition of proprietary confidential business information per section 366.093(3), Florida Statutes. The unredacted documents are being filed under seal with the Commission on a confidential basis to keep the competitive business information in those documents confidential.

**BASIS FOR CONFIDENTIAL CLASSIFICATION**

Section 366.093(1), Florida Statutes, provides that "any records received by the Commission which are shown and found by the Commission to be proprietary confidential

business information shall be kept confidential and shall be exempt from [the Public Records Act]." § 366.093(1), Fla. Stat. Proprietary confidential business information means information

that is (i) intended to be and is treated as private confidential information by the Company, (ii)

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because disclosure of the information would cause harm, (iii) either to the Company's customers or the Company's business operation, and (iv) the information has not been voluntarily disclosed to the public. § 366.093(3), Fla. Stat. Specifically, "information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms" is defined as proprietary confidential business information. § 366.093(3)(d), Fla. Stat. Additionally, section 366.093(3)(e) defines "information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information," as proprietary confidential business information.

Portions of the aforementioned documents should be afforded confidential classification for the reasons set forth in the Affidavit of Garry D. Miller, filed in support of DEF's Sixth Request for Confidential Classification, and for the following reasons.

Specifically, portions of these documents contain confidential business information, including contractual data, pricing agreements, payment information and other confidential financial and contractual terms, the release of which would impair DEF's competitive business interests. See Affidavit of Miller, ¶¶ 3-5. The disclosure of this information would compromise DEF's competitive business interests and in certain instances violate contractual confidentiality provisions with DEF's vendors. Affidavit of Miller, ¶¶ 3-6.

DEF negotiates each of its contracts to obtain the most competitive terms available to benefit DEF and its customers. In order to successfully obtain such contracts, however, DEF must be able to assure the other parties to the contracts that the sensitive business information contained therein, such as pricing terms, will remain confidential. DEF has kept confidential and has not publicly disclosed the proprietary contract terms and provisions at issue here. Absent

such measures, DEF would run the risk that sensitive business information regarding what it is willing to pay for certain goods and services, as well as what the Company is willing to accept as payment for certain goods and/or services, would be made to available to the public and, as a result, other potential suppliers, vendors, and/or purchasers of such services could change their position in future negotiations with DEF. Without DEF's measures to maintain the confidentiality of sensitive terms in these contracts, the Company's efforts to obtain competitive contracts would be undermined. Affidavit of Miller, ¶¶ 3-6. Accordingly, this information should be afforded confidential treatment by the Commission. See § 366.093(3)(d), Fla. Stat.

Upon receipt of this confidential information, strict procedures are established and followed to maintain the confidentiality of the information provided, including restricting access to only those persons who need the information to assist the Company. See id. at ¶ 7. At no time since receiving the information in question has the Company publicly disclosed that information. Id. The Company has treated and continues to treat the information at issue as confidential. Id.

### **CONCLUSION**

The competitive, confidential information at issue in this request fits the statutory definition of proprietary confidential business information under Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, and that information should be afforded confidential classification. In support of this motion, DEF has enclosed the following:

(1) A separate, sealed envelope containing one copy of the confidential Appendix A to DEF's Revised Request for Confidential Classification for which DEF has requested confidential classification with the appropriate section, pages, or lines containing the confidential

information highlighted. **This information should be accorded confidential treatment pending a decision on DEF's request by the Florida Public Service Commission;**

(2) Two copies of the documents with the information for which DEF has requested confidential classification redacted by section, page or lines, where appropriate, as Appendix B; and,

(3) A justification matrix supporting DEF's Revised Request for Confidential Classification of the highlighted information contained in confidential Appendix A, as Appendix C.

WHEREFORE, DEF respectfully requests that the portions of the supplemental documents produced in response to White Springs Revised Second Set of Requests for Production of Documents (Nos. 3-12), specifically portions of response to number 5, be granted confidential classification and treated accordingly.

Respectfully submitted,




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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to counsel and parties of record as indicated below via electronic and U.S. Mail this 28<sup>TH</sup> day of June, 2013.

  
\_\_\_\_\_  
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**PROGRESS ENERGY FLORIDA**  
**In re: Examination of the outage and**  
**replacement fuel/power costs associated with the**  
**CR3 steam generator replacement project, by**  
**Progress Energy Florida, Inc.**  
**Docket 100437-EI**  
**Revised Sixth Request for Confidential**  
**Classification**

Exhibit B

**REDACTED**

COM \_\_\_\_\_  
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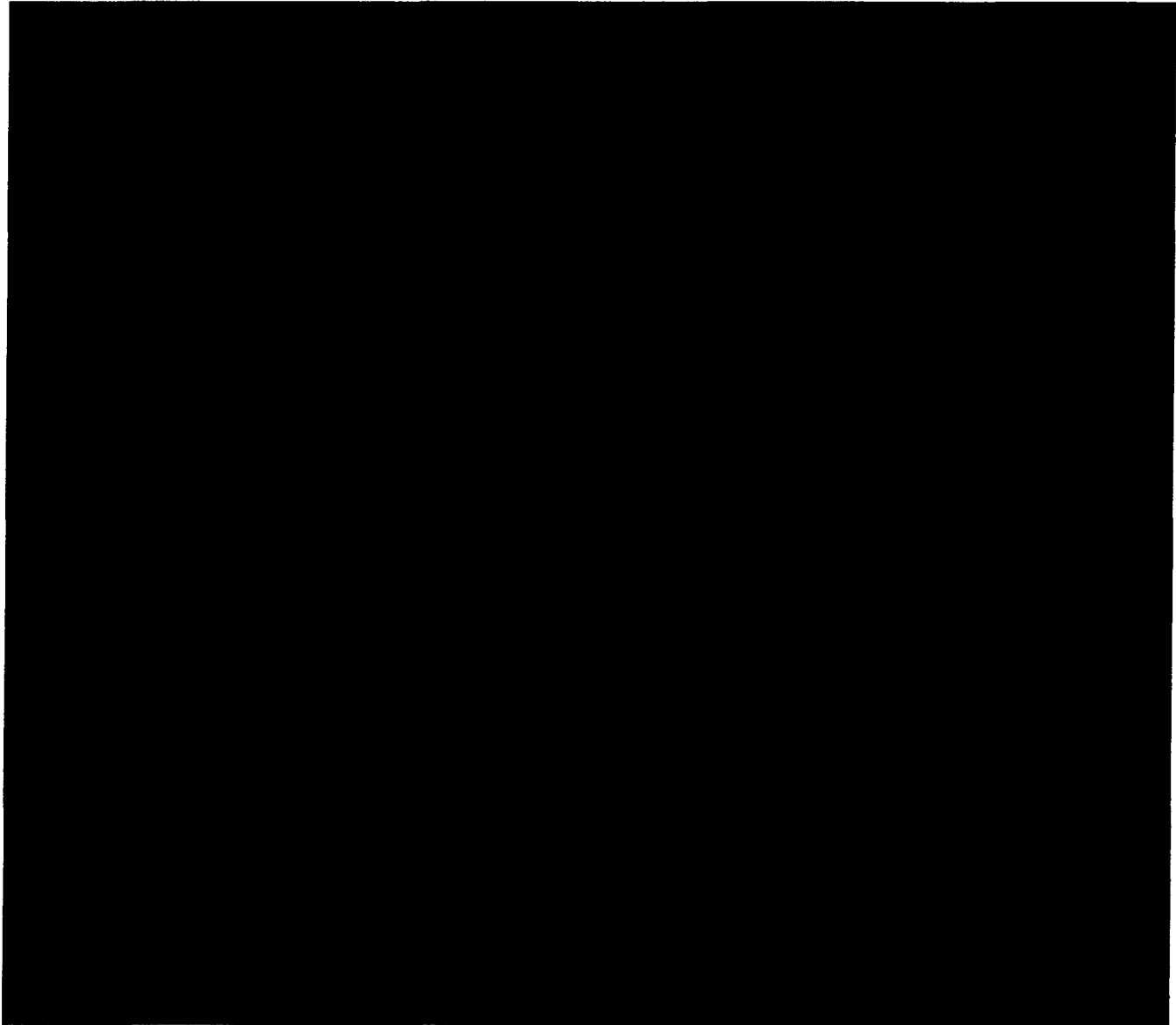
The Consultant understands and acknowledges that if Consultant is selected as the successful EPC Contractor, Owner will issue a separate EPC Contract with enhanced contractual terms and conditions as may be mutually agreed by the parties at such time for the EPC work. Upon the mutual agreement and execution of such EPC contract, the Work performed under this Contract shall be subsumed under the EPC Contract and shall be subject to the terms and conditions thereof as if performed thereunder.

The Work is to be undertaken at Owner's Crystal River Unit 3, Crystal River, FL, and Consultant's facilities.

**SECTION 2. SCHEDULE OF WORK**

The Work shall start on or about August 9, 2011 and shall be completed no later than December 9, 2011.

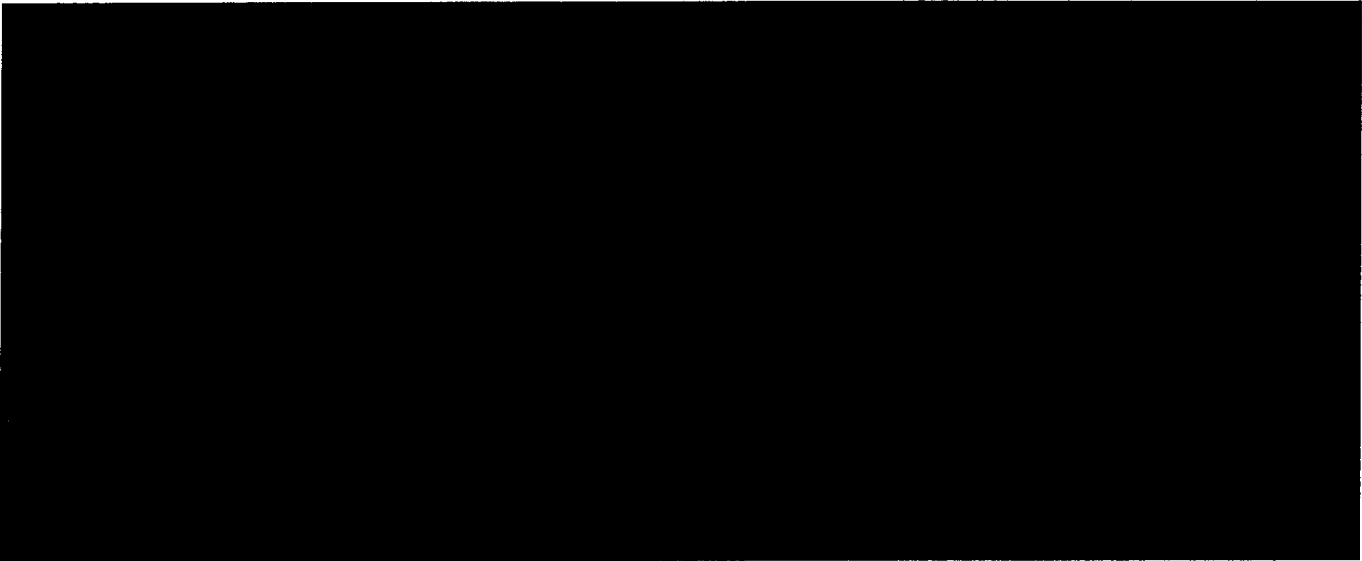
**SECTION 3. WARRANTY**



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**SECTION 4. COMMENCEMENT OF WORK**

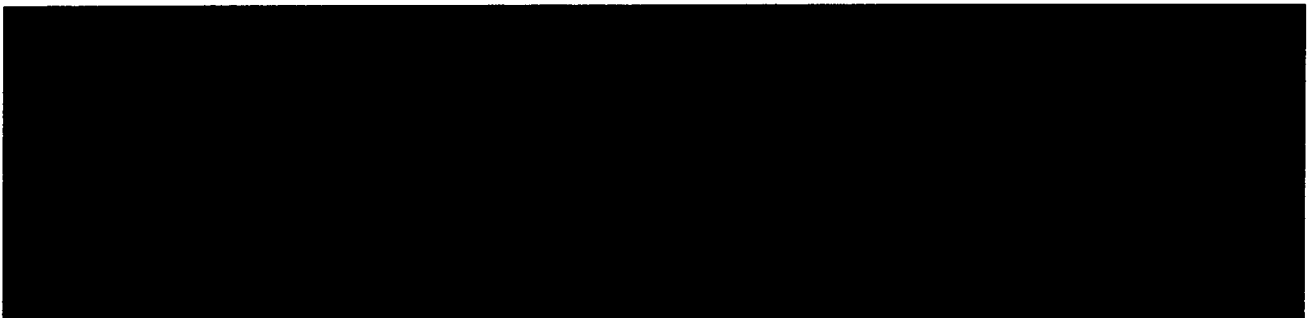


**SECTION 5. OWNER'S DESIGNATED REPRESENTATIVE**

As used in this Contract, "Owner's Designated Representative" means Mr. Tony Maness who is the liaison between Owner and Consultant during performance of the Work. No agreement with Owner's Designated Representative shall affect or modify any of the terms or obligations contained in this Contract except by Amendment to this Contract. A copy of all correspondence concerning the authorized Work shall be sent to Owner's Designated Representative specified in the Contract. Owner reserves the right to change its Designated Representative at any time by providing prompt written notice thereof to Consultant.

**SECTION 6. COMPENSATION**

**A. Rates**

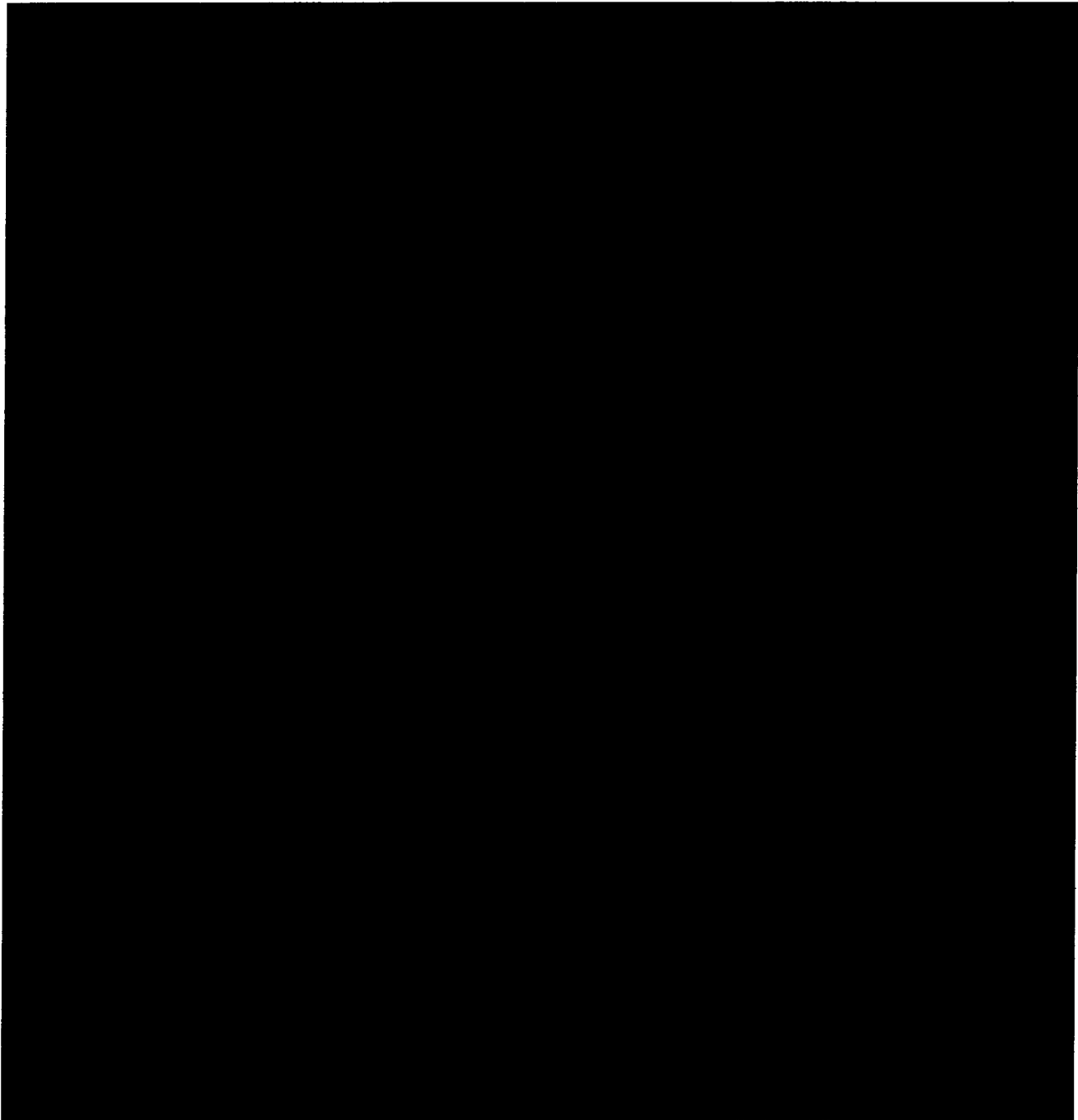




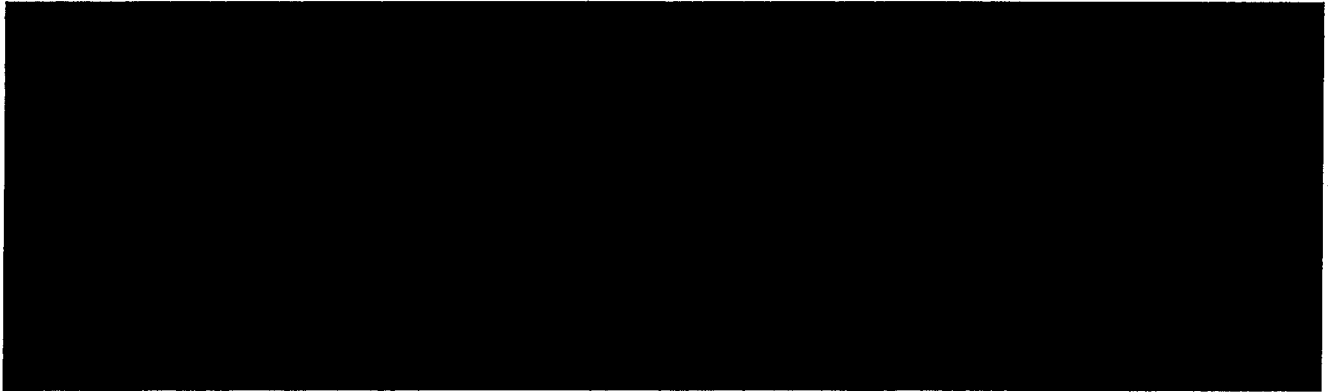
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**B. Invoices and Payments**



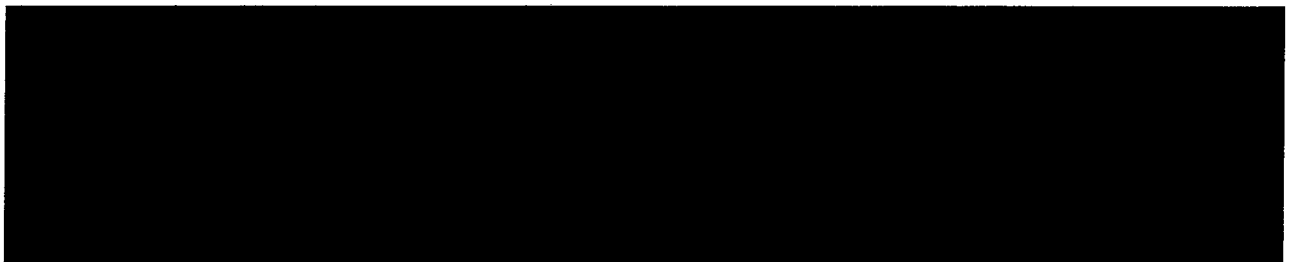
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C. Taxes

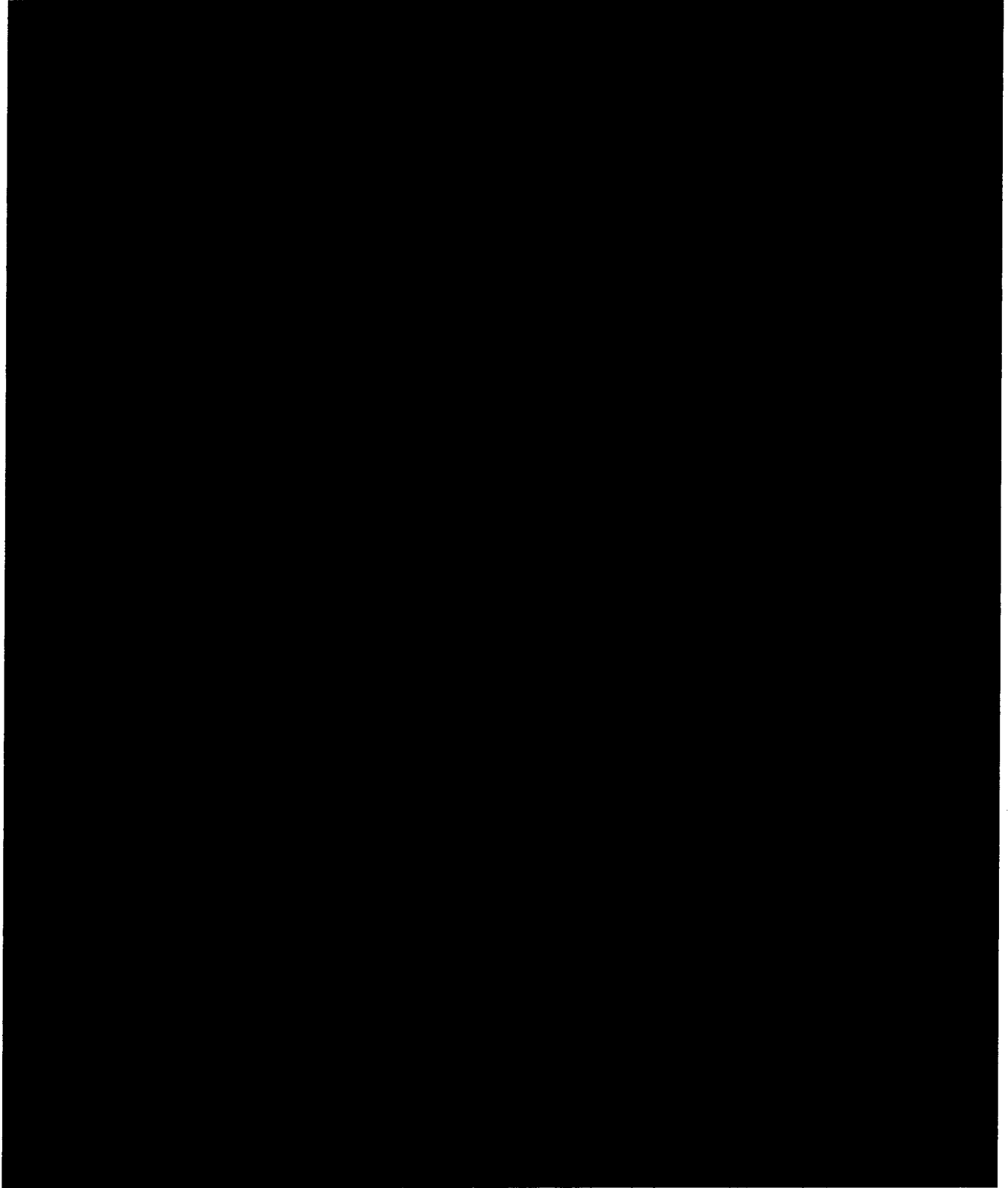


D. Overtime and Portal-to-Portal Pay



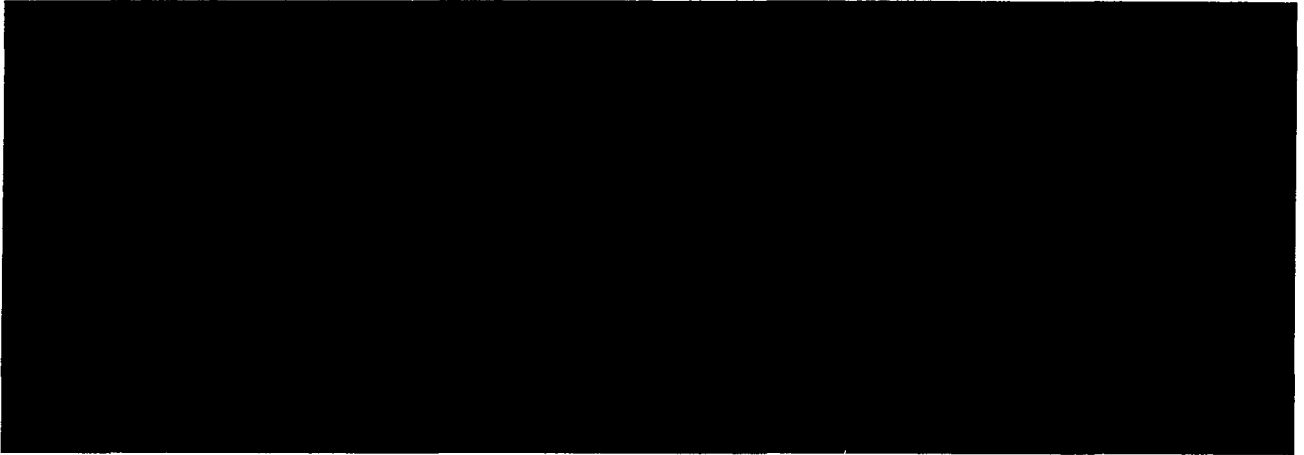
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**SECTION 7. CHANGES**



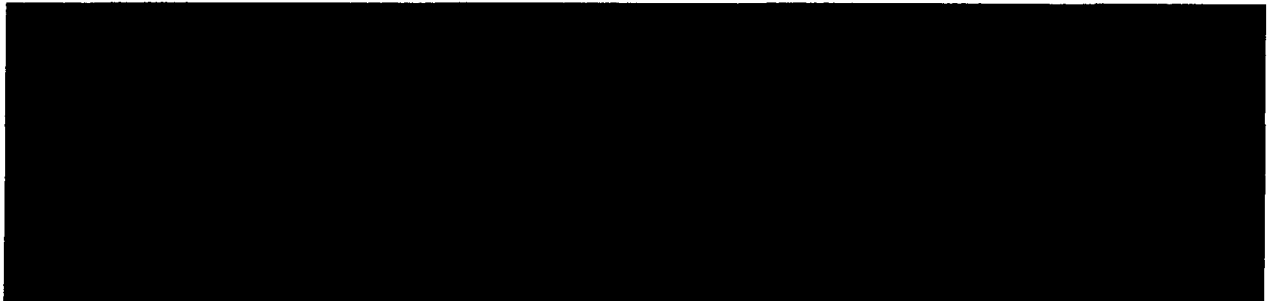
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**SECTION 8. FINANCIAL AUDITS**

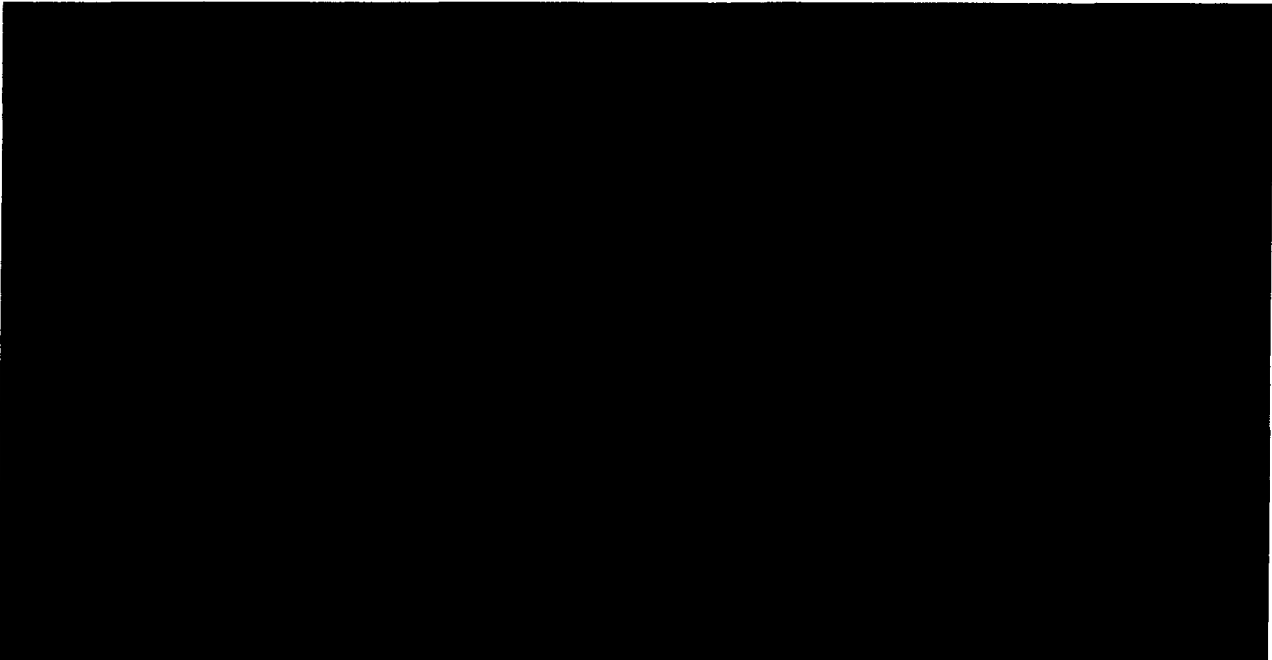


**SECTION 9. NOT USED**

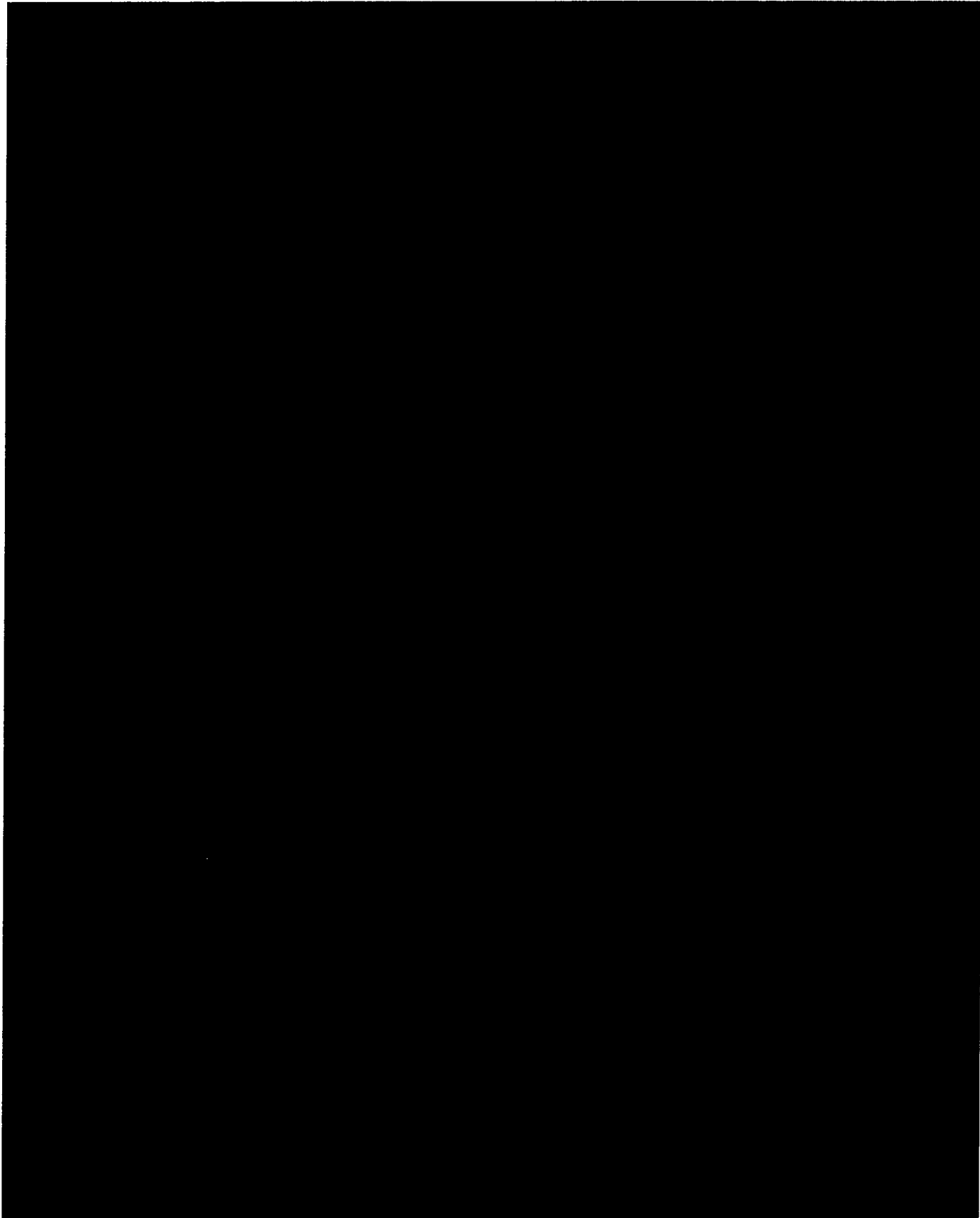
**SECTION 10. PUBLICATION OF RESEARCH**



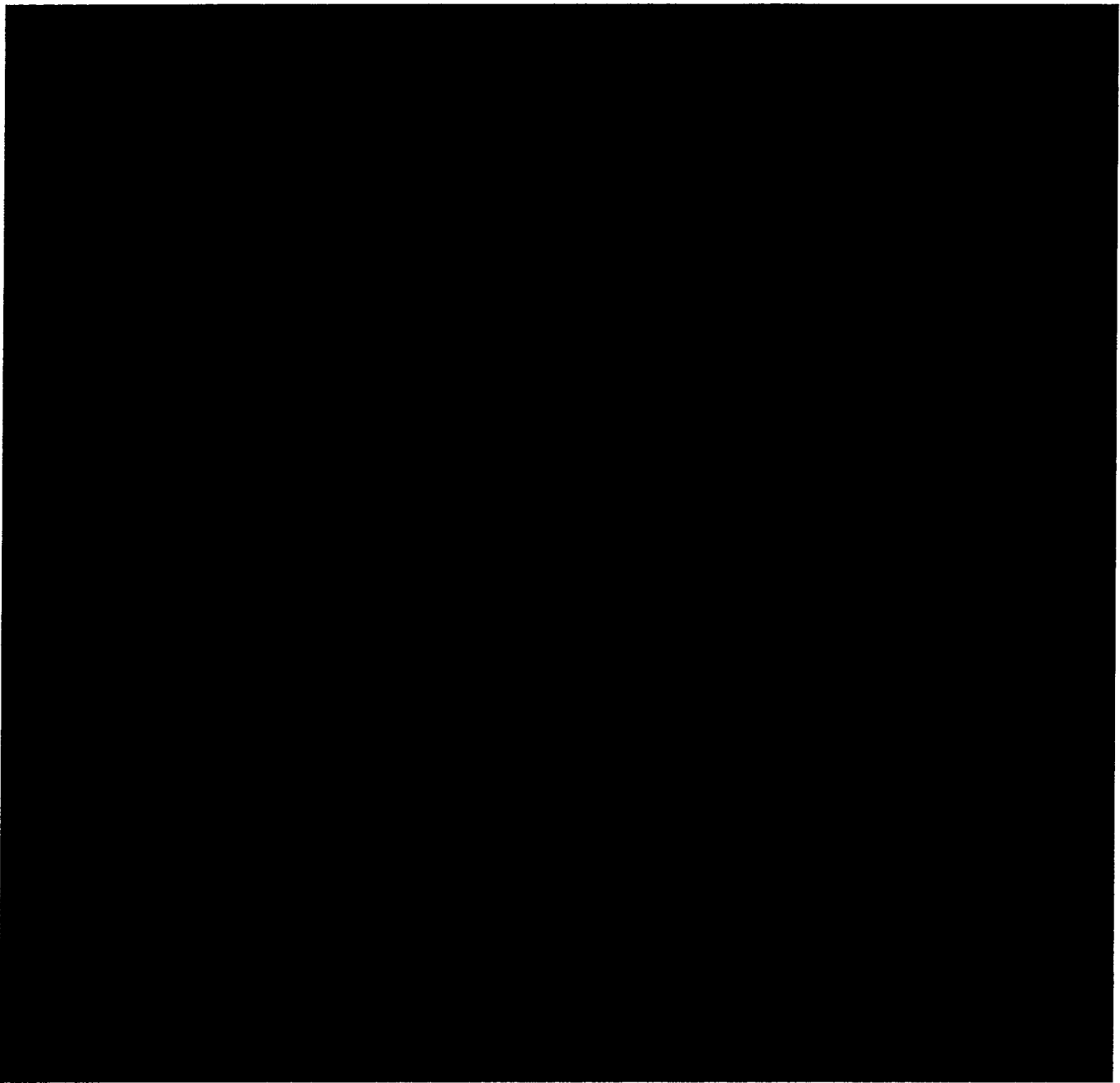
**SECTION 11. PROJECT AND OWNER SUPPLIED DOCUMENTS**



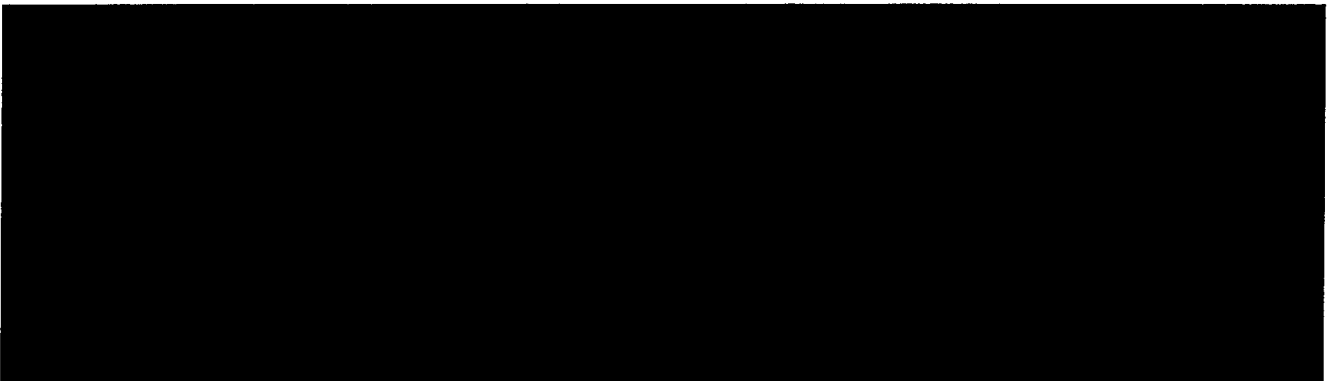
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**SECTION 12. TERMINATION AND SUSPENSION**



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**SECTION 13. PATENTS AND COPYRIGHTS**

**SECTION 14. STATUS OF CONSULTANT**

It is the intent of the parties to create between them the relationship of owner and independent contractor. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

**SECTION 15. SUBLETTING OR ASSIGNING CONTRACT**

Consultant shall not sublet any portion of any Work or assign the Contract without first submitting the proposed subcontract or assignment to Owner's Designated Representative and receiving written consent from Owner's Designated Representative to subcontract or assign. Any assignment without the consent of Owner shall be void. A request to sublet or assign must contain the name and location of individuals or firms to whom Work will be sublet or to whom the Contract is to be assigned, information on the qualifications and experience of those individuals or firms to perform the Work, and an estimate of the cost of the Work to be performed by the sub-consultant or assignee. The general terms and conditions of this Contract and any Contract Amendment regarding the Work to be performed must be incorporated into and attached to any subcontract or assignment. Consent to subletting or assignment will not relieve Consultant of responsibility for the performance of Work in accordance with the terms and conditions of this Contract and any Amendments executed by both parties.

**SECTION 16. REPORTS AND MEETINGS**

**SECTION 17. CONSULTANT PERSONNEL MATTERS**

Personnel provided by Consultant under this Contract shall at all times remain the sole responsibility of said Consultant for purposes of personal and professional liability.

Consultant is solely responsible for all aspects of the labor relations of its personnel, including but not limited to, wages, benefits, discipline, hiring, firing, promotions, pay raises, overtime and job and shift assignments. Owner shall have no responsibility for or power over these areas. Such personnel shall be and remain the employees of Consultant at all times.

All personnel performing Work under this Contract shall be employees of Consultant or its approved subcontractors and shall not be independent Consultants. Consultant shall withhold from each employee's pay sufficient funds for federal, state, and local income taxes as required by applicable law, funds required by the Federal Insurance Contributions Act, and as may otherwise be required by applicable law. Consultant further agrees to defend, indemnify, and hold Owner harmless from any claims, fines, and penalties based on any allegations that such withholdings were not made, or that such withholdings were inadequate.

Consultant shall comply with the Fair Labor Standards Act, and shall pay overtime to its employees as required by all applicable federal, state and local laws, rules, regulations, and ordinances. In the event that Consultant fails to comply with this requirement, Consultant shall be required to indemnify, defend and hold Owner harmless from all claims, actions, fines, penalties, and liabilities resulting from any such failure.

In selecting employees to undertake any Work authorized under this Contract, Consultant shall select only those persons who are qualified by the necessary education, training and experience to provide a high quality performance of the Work. If Owner determines, (i) in its sole discretion, that any Key Personnel supplied by Consultant are unsuitable for the Work, or (ii) any other personnel supplied by Consultant are unsuitable for the Work due to Owner reasonable objections to such personnel qualifications or job performance, then, in either case, Owner shall so advise Consultant and Consultant shall remove that employee from performing Work under this Contract and assign other individuals to perform the Work. If Owner determines, in its sole discretion, that the presence on Owner's premises of any employee of Consultant is not consistent with the best interest of Owner, Owner may direct Consultant to remove that employee from the premises and assign another employee to work in place of the unacceptable employee. Replacement of employees under either of the above circumstances shall be at no cost to Owner. In such case, Consultant shall absorb any travel costs or travel time to the site for the replacement employee and

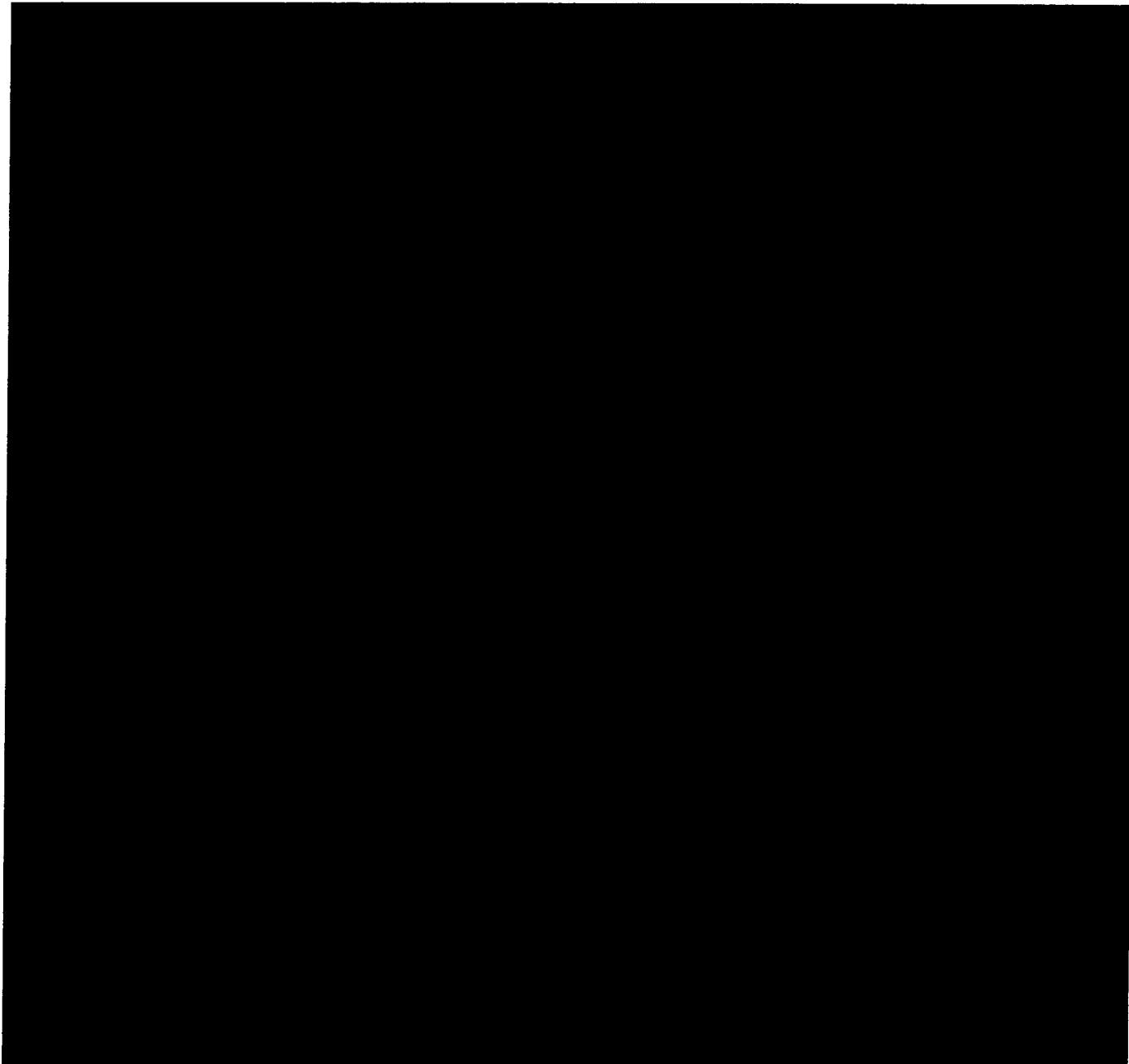


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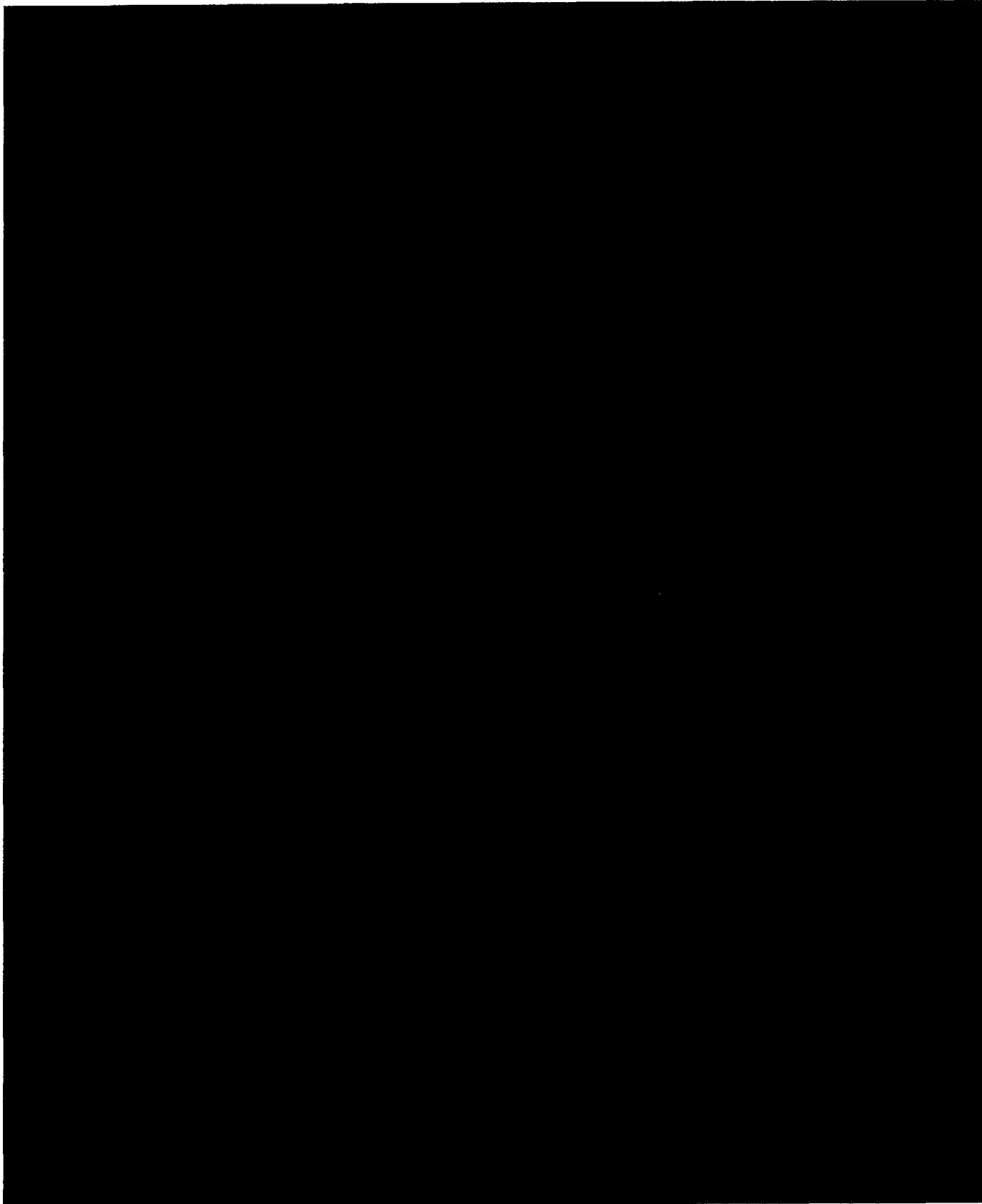
Code of Ethics as a part of Owner's program to prevent and detect violations of law and criminal or unethical conduct.

In order for Owner to confirm Consultant's compliance with the Code of Ethics requirements in this Contract, Consultant is required to complete the Code of Ethics Compliance Plan provided as Attachment D to this Contract. This Plan identifies the points of contact within Consultant's organization and other information for Owner to use in verifying Consultant's compliance. Should any information on the Compliance Plan change during the term of the Contract, Consultant shall notify Owner's Designated Representative in writing within thirty (30) days of the change.

### SECTION 18. INSURANCE



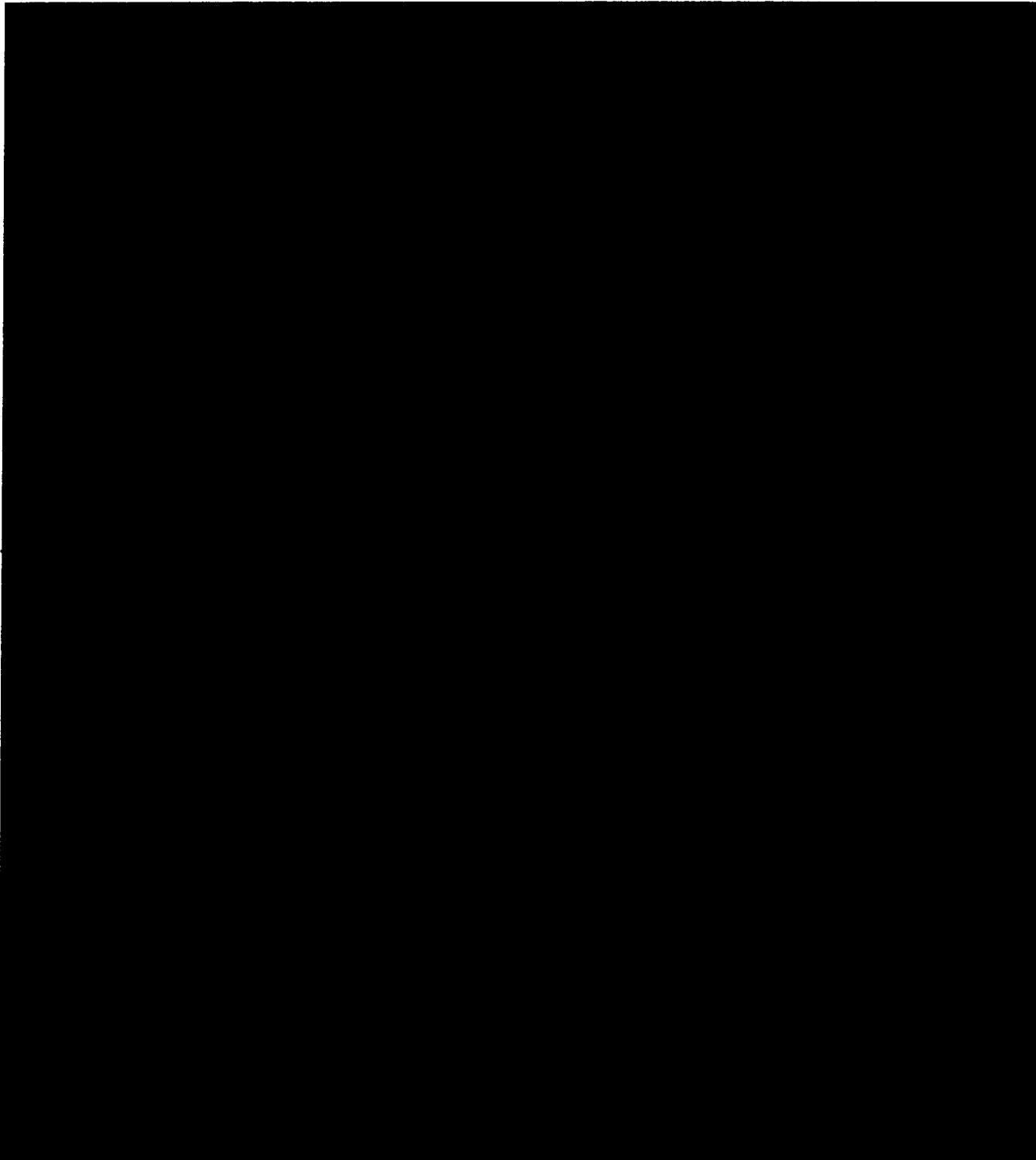
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SECTION 19. INDEMNITY



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**SECTION 20. SECURITY**

Consultant and Consultant's employees while performing Work or otherwise present at any Owner property, shall comply with the security practices and procedures prescribed by Owner to cover that Property. Consultant shall advise its employees of these practices and procedures and secure their consent in a form satisfactory to Owner to abide by the procedures. Owner will make a copy of these practices and procedures available to Consultant upon request.

**SECTION 21. FITNESS-FOR-DUTY POLICY**

1. Consultant acknowledges its awareness of Owner's contract personnel Fitness-For-Duty Program (FFDP) Drug and Alcohol Abuse Policy, which is as follows:

The use, possession, or sale of narcotics, hallucinogens, depressants, stimulants, marijuana, or other controlled substances on Owner Property or while in pursuit of Owner business is prohibited. (This does not apply to medication prescribed by a licensed physician and taken in accordance with such prescription.) Unauthorized consumption of alcohol on Owner Property is also prohibited. The use of the above substances or alcohol on or away from Owner Property which adversely affects the employee's job performance, or may reflect unfavorably on public or governmental confidence in the manner in which Owner carries out its responsibilities, as determined by Owner, is also prohibited.

The term "Owner Property" includes any property or facility owned, leased, or under control of Progress Energy, Inc. or any of its subsidiaries, wherever located, including land, buildings, structures, installations, boats, planes, helicopters, and other vehicles.

2. Consultant shall advise its employees and the employees of any subcontractors and assignees [hereinafter referred to as "Consultant's employee(s)] of the following:
  - a. Owner's contract personnel Fitness-For-Duty Program (FFDP) Drug and Alcohol Abuse Policy as set forth above.
  - b. That by entry onto Owner Property, Consultant's employee consents to testing for the presence of drugs or alcohol, search or inspection of him or his property, including his vehicle and closed containers within the vehicle, at any time while on the Property.
  - c. That any of Consultant's employees found in violation of the policy, or who refuses to permit a search, inspection or testing as specified above, may be removed and barred from Owner Property at the sole discretion of Owner.
3. Consultant shall also institute control measures to prevent the use, possession, or sale of drugs, controlled substances, or the unauthorized consumption of alcohol on Owner Property or while engaged in Work for Owner.
4. Before any of Consultant's employees are to be granted unescorted access to nuclear plants or required to physically report to a Technical Support Center (TSC) or to a nuclear plant Emergency Operations Facility (EOF) in accordance with the emergency response plans and procedures, or are

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requirements" from each sub-Consultant and supplier it employs.

Consultant shall fully comply with all export and import control laws and regulations with regard to any Work performed by Consultant or with regard to information supplied by Owner to Consultant under this Agreement. In particular, Consultant shall not directly or indirectly use, export, re-export, distribute, transfer or transmit any such Work or information in whole or in part, in any form without all required United States and foreign government licenses and authorizations, including but not limited to any applicable export controls of the U.S. Nuclear Regulatory Commission, the U.S. Department of Energy or the U.S. Department of Commerce. In no event shall Owner be obligated under this Contract or any other agreement to provide access to or furnish any Work or information except in compliance with applicable United States export control laws, regulations, policies, licenses and approvals.

In conformity with the Nuclear Regulatory Commission's May 14, 1996 Policy Statement, "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns Without Fear of Retaliation," (61 Fed. Reg. 24336), Consultant shall maintain a working environment in which Consultant's employees are free to raise safety concerns to Consultant, to Owner personnel, or to government agencies without fear of retaliation. Consultant specifically agrees to comply with Section 211 of the Energy Reorganization Act (42 U.S.C. §5851), which prohibits Nuclear Regulatory Commission (NRC) licensees and their Consultants or Sub-consultants from discharging or otherwise discriminating against any employee who: (i) notifies his employer of an alleged violation of the Atomic Energy Act or the Energy Reorganization Act; or (ii) refuses to violate either of said acts after having identified the alleged illegality to his employer; or (iii) testifies in or commences a Federal or State proceeding or enforcement action relating to either of said acts; or (iv) assists or participates in such a proceeding or in any other action to carry out the purposes of said acts. Consultant also specifically agrees to comply with applicable NRC regulations including without limitation: 10 C.F.R. §50.7, 10 C.F.R. Part 50-Appendix B, 10 C.F.R. Part 21, 10 C.F.R. §50.5, 10 C.F.R. §50.9, 10 C.F.R. §50.70, 10 C.F.R. §19.11, 10 C.F.R. §19.12(a)(4), 10 C.F.R. §19.20. Consultant shall inform its employees and management of the importance of raising safety concerns and how to raise safety concerns through Consultant management, through Owner personnel (including without limitation the Employee Concerns Program), and through government agencies (including without limitation the NRC).

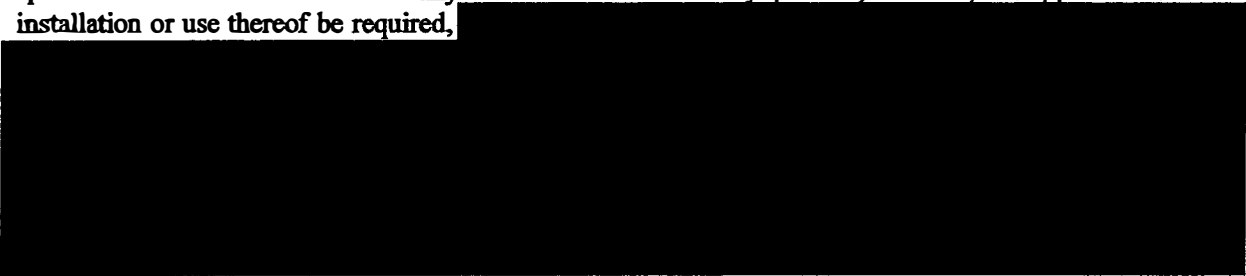
Owner may periodically review Consultant's compliance with this section of this Contract, including without limitation reviewing: Consultant's efforts to encourage employees to raise safety concerns; Consultant's efforts to prevent discrimination in violation of Section 211; Consultant's policies for resolving safety concerns; and the effectiveness of Consultant's efforts in carrying out these policies, including procedures and training of Consultant's employees and supervisors.

If Consultant learns that any of its employees, agents, or suppliers, or any of its subcontractors' employees, agents, or suppliers have raised a safety concern (including an alleged violation of Section 211) related directly or indirectly to the Work or Owner, then Consultant shall promptly notify Owner of said safety concern by notifying an official representative of Owner's Employee Concerns Program. Further, if any of Consultant's or its subcontractors' employees, agents, or suppliers files a complaint with the Department of Labor, the NRC, another cognizant government agency, or a court, alleging a violation of Section 211, the Energy Reorganization Act generally, or the Atomic Energy Act, and if such complaint is made either directly or indirectly in connection with the Work or Owner, then Consultant shall promptly notify Owner of said complaint by notifying an official representative of Owner's Employee Concerns Program.

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Consultant shall investigate and resolve appropriately any such safety concern or complaint, providing timely feedback: (i) to the individual who raised such safety concern or complaint, if the individual's identity is known, and (ii) to Owner through Owner's Employee Concerns Program. Consultant shall cooperate fully with Owner in connection with any such safety concern or complaint, including without limitation allowing Owner: (i) to review Consultant's investigation; (ii) to conduct Owner's own investigation; and (iii) to take reasonable action to achieve a remedy for any discriminatory action and to reduce potential "chilling effects" that may make others less willing to raise safety concerns or complaints.

Should compliance with any laws, rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Work or should any permits, licenses, or approvals of plans and specifications for the Work and any additional Work or any permits, licenses, or approvals for the installation or use thereof be required,



### B. Notices

All notices or official communications required to be given hereunder shall be in writing by either party and shall be deemed sufficient when mailed by United States certified mail, return receipt requested, or hand delivered to Owner's Designated Representative (if to Owner) at the addresses set forth herein or by recognized overnight delivery service, to the address initially set forth in the Contract. All notices shall be deemed delivered on the day they are hand-delivered to the other party or, if sent by overnight delivery service, two (2) business days after tendered to such service.

Either party may change its address for the receipt of notices, requests or other communications hereunder by written notice duly given to the other party. This change shall be made by Amendment.

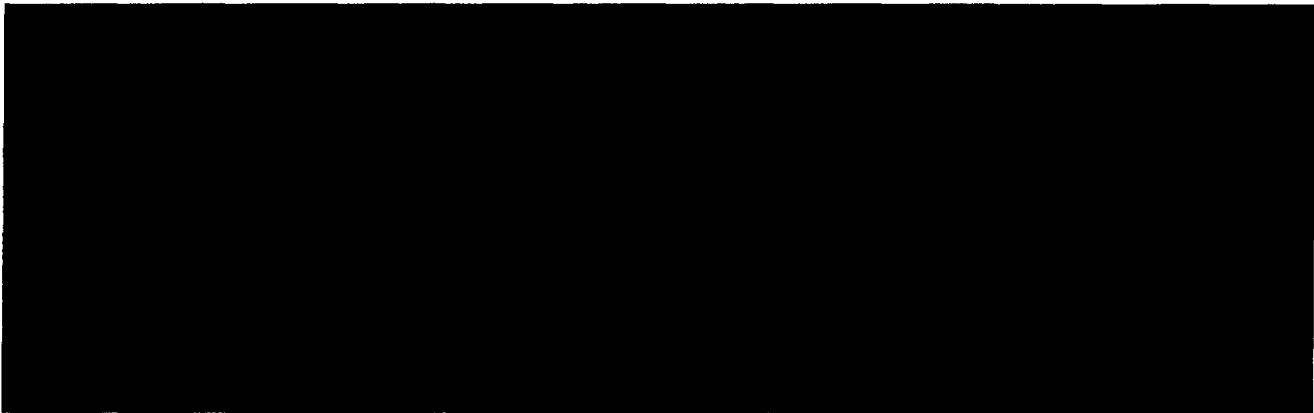
The parties' obligation to provide written notice to each other may not be waived. Electronic or computerized mail is not an acceptable form of delivery of notices required by this Contract. The Parties expressly and unequivocally waive any claim against the other Party based upon verbal or constructive notices, and actual notices not provided in compliance herewith. All written notice requirements are to be strictly construed and are a non-waivable condition precedent to pursuing any claims, rights or remedies by either party under this Contract.

### C. Not Used

### D. Drawings and Specifications



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**E. Federal Subcontracting Requirements**

1. The provisions of the following Laws, Executive Orders, and any rules and regulations issued thereunder, are incorporated herein by reference as part of this Contract.
  - Provisions of the Utilization of Small Business Concerns clause set forth at Section 52.219-8 of the Federal Acquisition Regulations, Title 48 of the Code of Federal Regulations
  - Provisions of the Small Business Subcontracting Plan clause set forth at Section 52.219-9 of the Federal Acquisition Regulations, Title 48 of the Code of Federal Regulations.
2. The Consultant agrees to fully comply with such provisions and any amendments thereof. In addition, all subcontracts and agreements that the Consultant enters into to accomplish the Work under the terms of this Contract shall obligate such subcontractors to comply with such provisions.
3. Compliance with the above provisions involve the development of a subcontracting plan, as prescribed in 19.704 of the Federal Acquisition Regulations, herein incorporated by reference. The Supplier Diversity and Business Development Subcontracting Report provided as Attachment F to this Contract shall be used to report awards to small business concerns under the subcontracting plan.

**F. Professional Engineering License Requirements**

The Consultant shall comply with the applicable requirements of the State of Florida to regulate the practice of Professional Engineering. All applicable Project Documents shall be prepared by or under the supervision of and Sealed by a duly licensed State of Florida Professional Engineer.

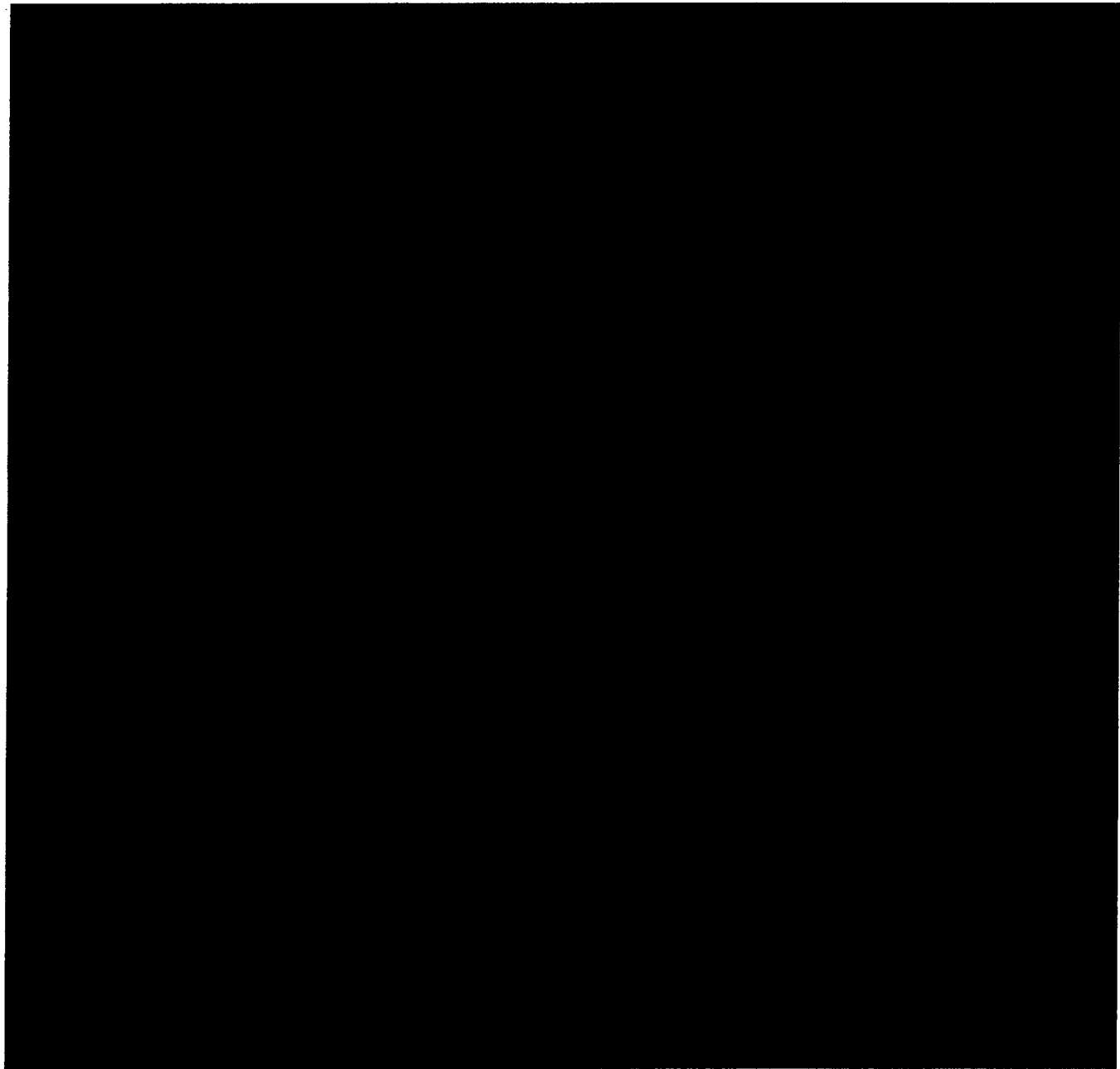
**SECTION 23. WORK AT OR ASSOCIATED WITH NUCLEAR FACILITIES**

If Consultant provides any Work at or associated with one of Owner's nuclear facilities under this Contract, Consultant agrees to comply with the applicable special terms and conditions set forth below:

**A. Nuclear Security Screening Criteria**



REDACTED



**B. Health Physics (Radiation Protection)**

Consultant shall comply with the Health Physics practices and procedures in effect at the work site. Each of Consultant's employees who will work in a radiation area is required to have sufficient exposure remaining to do the Work required. Prior to each employee's arrival at the Work site, Owner and Consultant shall agree on the exposure each employee will be able to receive at Owner's facility. Employees will not be authorized to receive greater than the maximum allowable exposure, as specified in Title 10, Code of Federal Regulations, Part 20 (10 C.F.R. Part 20). In addition, the accumulated annual body dose shall not exceed 4 rems without prior approval of the appropriate nuclear plant department manager. This limit shall include all exposure received by the employee, regardless of the location where the exposure was received.



REDACTED

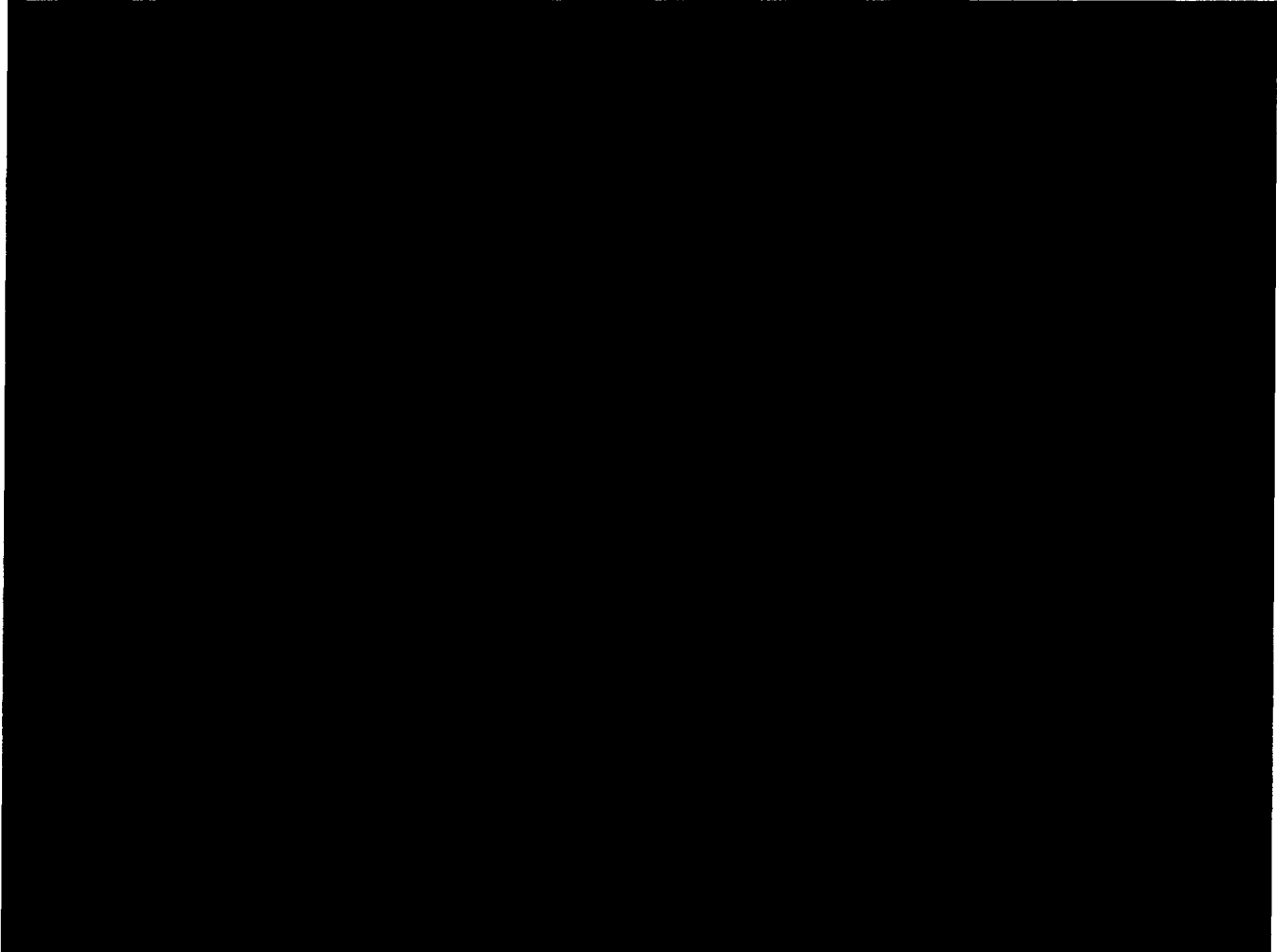
9. The Consultant shall comply with the requirements of 10 C.F.R. §50.7, "Employee Protection."
10. The Consultant and Consultant's Subcontractors, Sub-consultants, and Suppliers are further required to aggressively pursue and investigate any employee allegation of discrimination for engaging in protected activity. Consultant shall promptly notify the Owner's Employee Concerns Representative upon Consultant's receipt of such an allegation, whether formal or informal, or upon receiving information that a complaint or allegation has been filed under Section 211 of the Energy Reorganization Act of 1974, as amended, or 10 CFR 50.7 by a current or former employee of Consultant or Consultant's Subcontractors, Sub-consultants, and Suppliers. The Consultant shall cooperate fully in any investigation into such allegations, whether by Owner or a government agency. Consultant shall cooperate fully with Owner and its legal counsel in responding to any claim asserted under Section 211 or 10 CFR 50.7.
11. The Consultant shall ensure that its employment policies and agreements, including agreements to settle any allegations of discrimination, do not contain any provision that would prohibit, restrict, or otherwise discourage an employee from participating in any protected activity, as defined in Section 211 of the Energy Reorganization Act of 1974, as amended, including contacting the NRC.
12. The Consultant's Employee Concerns Representative shall meet at least monthly with Owner's Employee Concerns Representative, to discuss Consultant's Program activity and trends. These meetings and follow-up meetings may be conducted more frequently as requested by Owner's Employee Concerns Representative.
13. The Consultant's Employee Concerns Representative shall prepare and transmit a quarterly report to Owner's Employee Concerns Representative describing the Consultant's Program activity during the preceding period. The report shall provide summary statistics on Program activity, including at a minimum: total number of Employee Concerns submittals; number of anonymous submittals; average age (receipt to closure); and trends including categories of concerns. Owner's Employee Concerns Representative may request additional information or follow-up reports on a more frequent interval.
14. The Consultant's Employee Concerns Representative shall provide, upon request, information to Owner's Employee Concern's representatives regarding the content and status of specific concerns entered in the Consultant's Program. Should Owner's Representatives determine that an investigation should be conducted in the Owner's Program, the Consultant's Employee Concerns Representative will cooperate fully with the Owner's Employee Concerns Representative.
15. The Consultant's Employee Concerns Program shall be open to audit by Owner, or Owner's Designated Persons, as defined in Section 24.7, without limitation.

**SECTION 24. QUALITY ASSURANCE REQUIREMENTS**

REDACTED



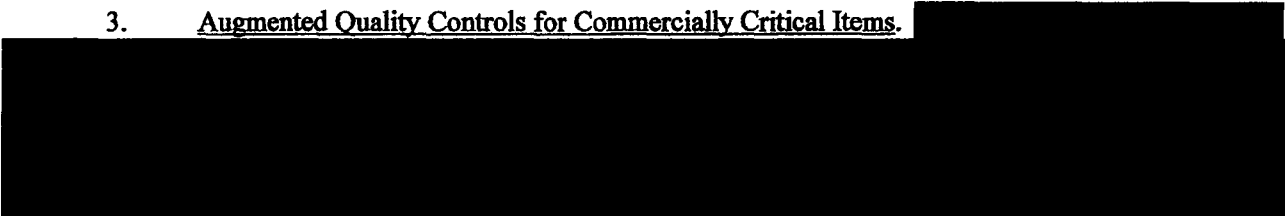
1. Consultants Quality Assurance Program.



2. Augmented Quality Controls for Non-Safety Related Structures, Systems and Components.



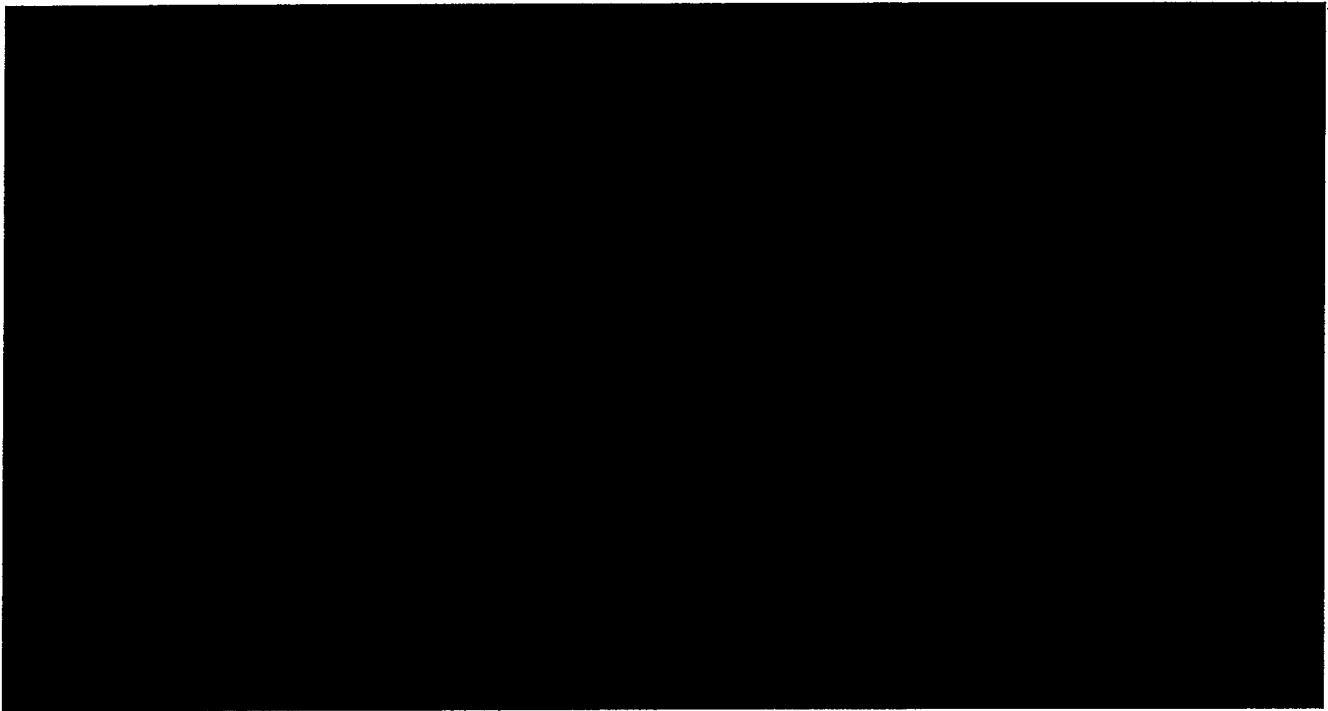
3. Augmented Quality Controls for Commercially Critical Items.



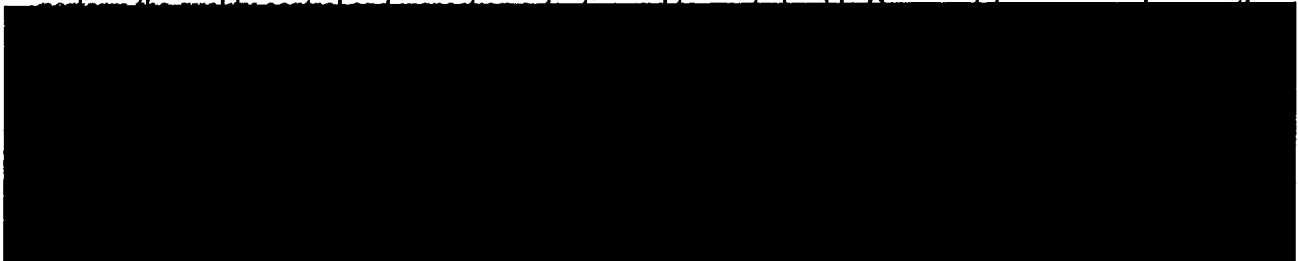
4. Sub-Consultant Quality Assurance.



REDACTED



5. Consultant Quality Control and Inspection Activities.



6. Access and Auditing On-Site and Other Facilities.



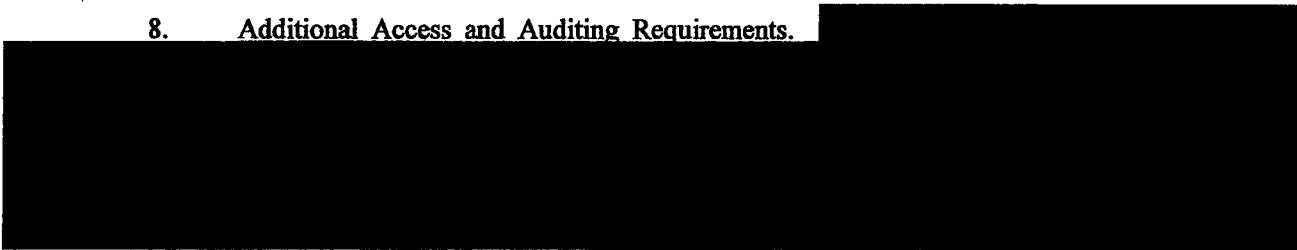
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7. Owner Designated Persons



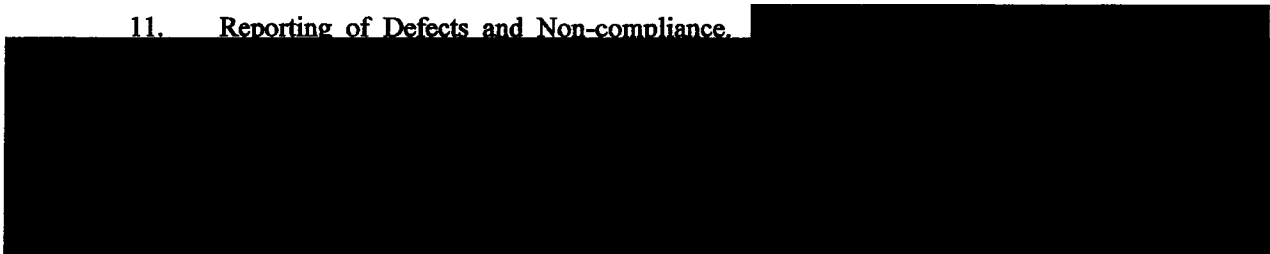
8. Additional Access and Auditing Requirements.



9. NOT USED

10. NOT USED

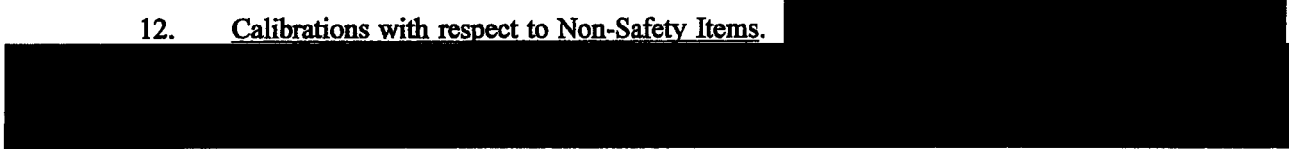
11. Reporting of Defects and Non-compliance.



REDACTED



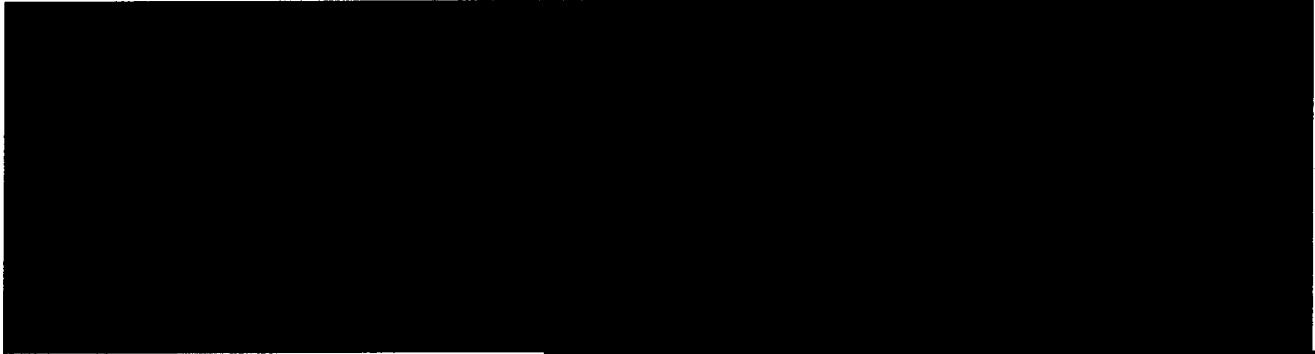
12. Calibrations with respect to Non-Safety Items.



13. Stop of Work



REDACTED



14. Safeguards Information.



15. NOT USED

16. NOT USED

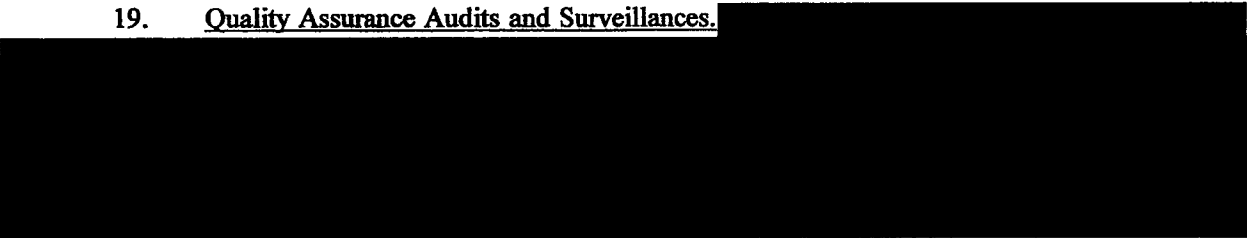
17. Nuclear Safety Culture.



18. Corrective Action Program.



19. Quality Assurance Audits and Surveillances.



**SECTION 25. SEVERABILITY**

If any term or provision of this Contract is held illegal or unenforceable by a court with jurisdiction over the Contract, all other terms in this Contract will remain in full force, and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, Owner and Consultant shall substitute a provision by mutual agreement

REDACTED

that preserves the original intent of the parties as closely as possible under applicable law.

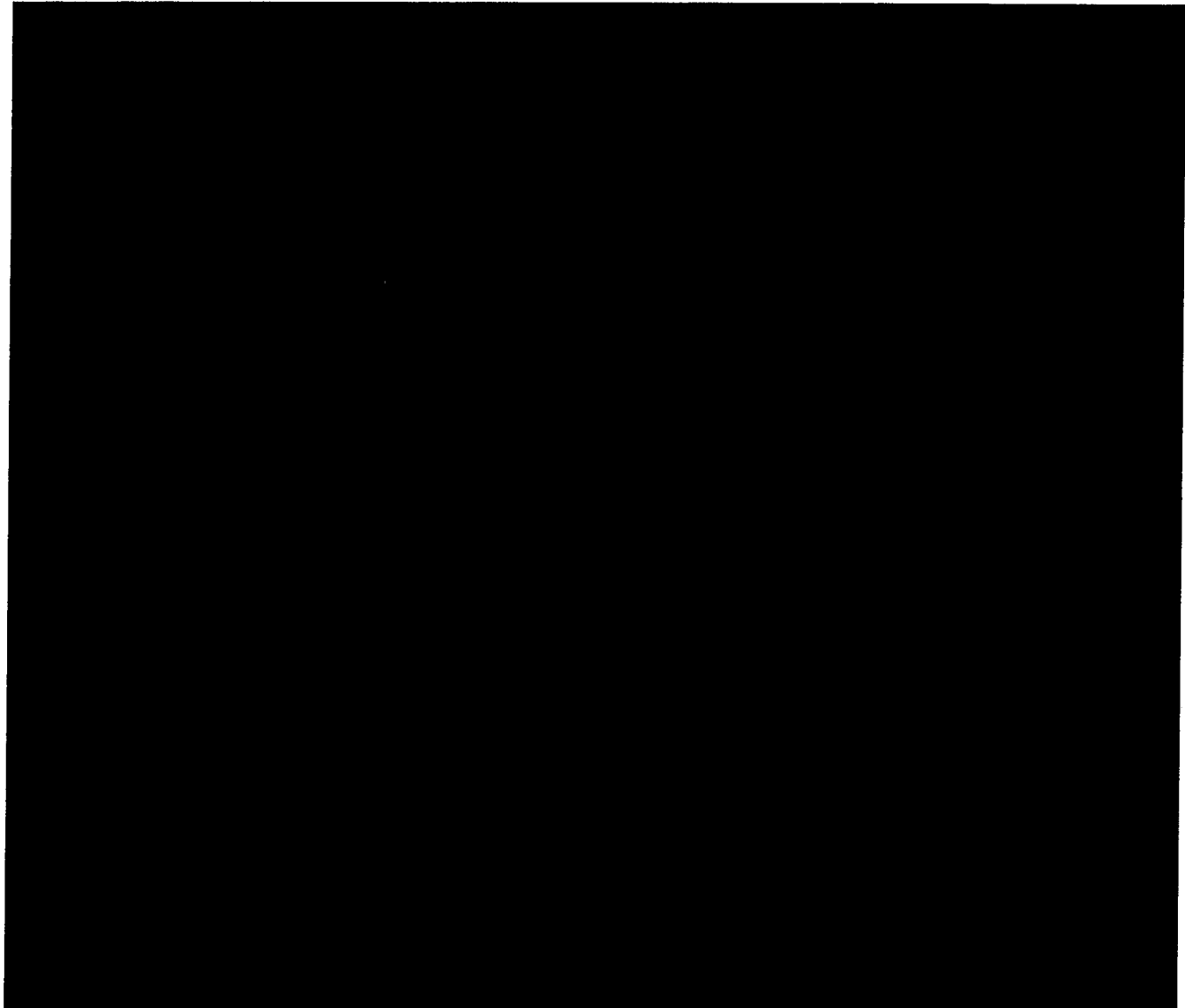
**SECTION 26. AMENDMENT OF CONTRACT**

The terms and conditions of this Contract may be changed or modified only by execution of a written Contract Amendment executed by both parties. Oral amendments to this Contract or to any Amendment issued under it shall have no effect.

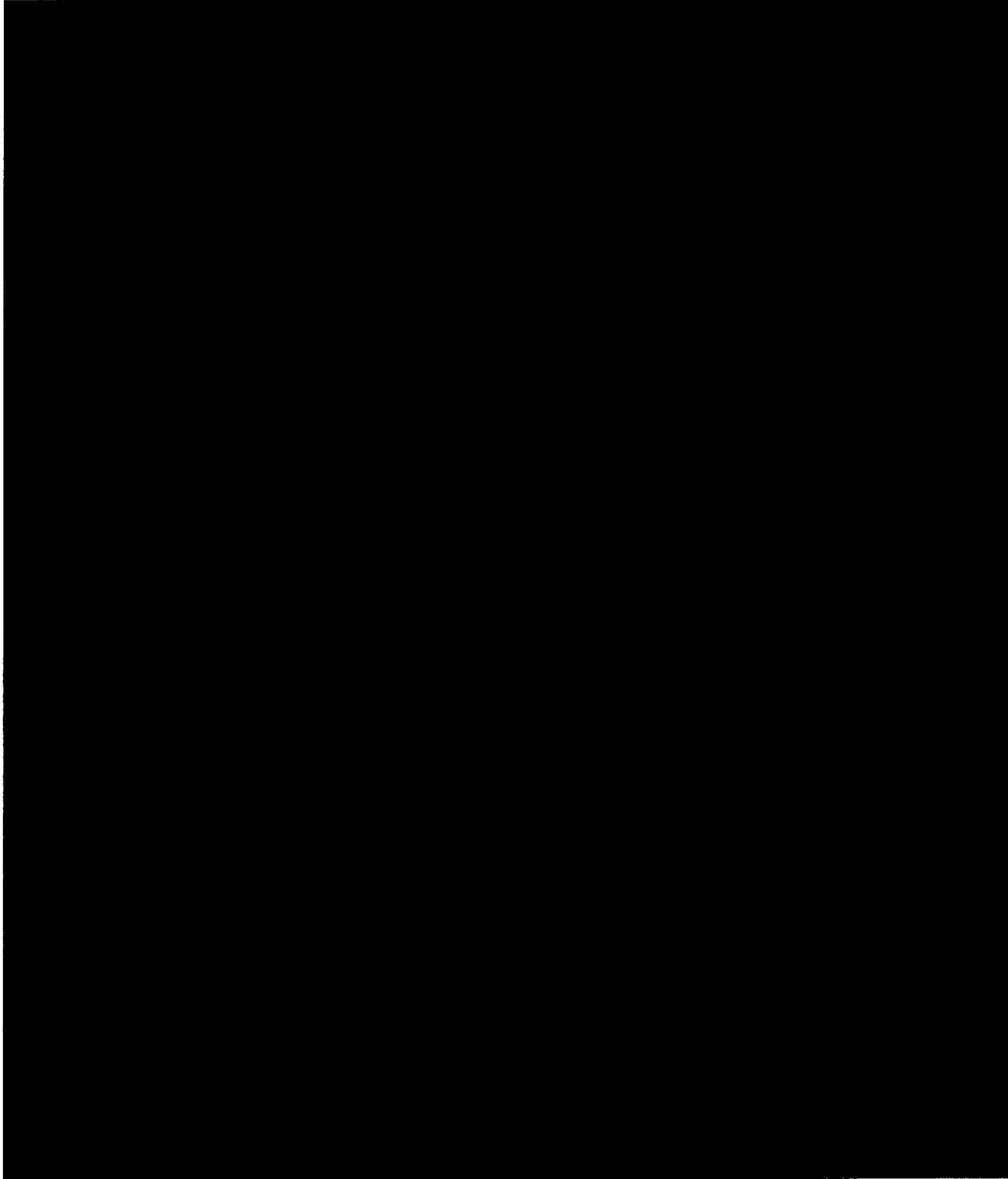
**SECTION 27. GOVERNING LAW**

This Contract shall be governed by the laws of the State of North Carolina, except that the North Carolina conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction. Owner and Consultant expressly waive their rights to a trial by jury in any action brought hereunder.

**SECTION 28. CONFIDENTIALITY; USE OF INFORMATION**



REDACTED



**SECTION 29. PUBLIC COMMUNICATION**

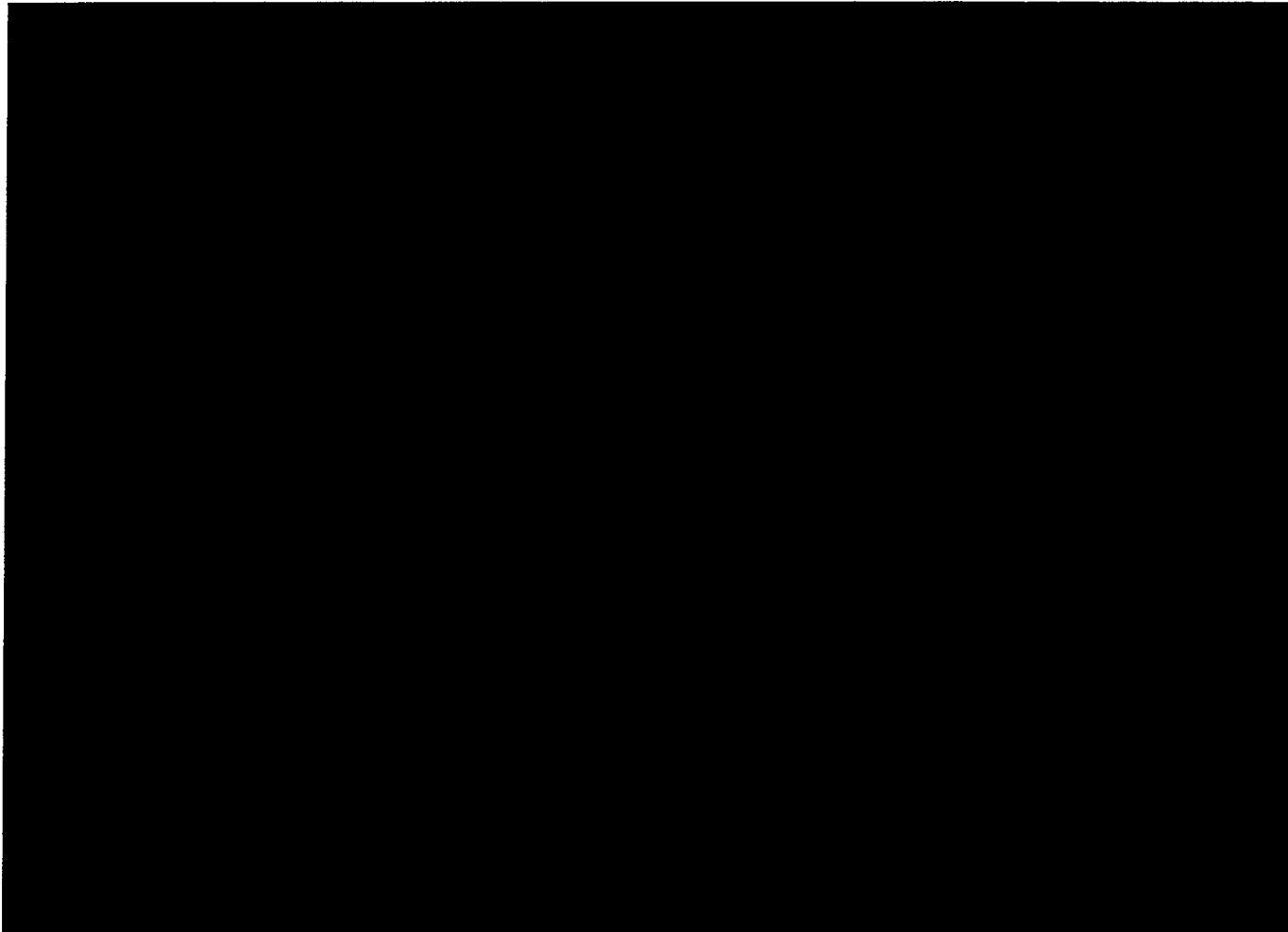
Consultant agrees to cooperate with Owner in maintaining good community relations. Owner will issue all public statements, press releases, and similar publicity concerning the Work, its progress,



REDACTED

completion, and characteristics. Consultant shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Owner.

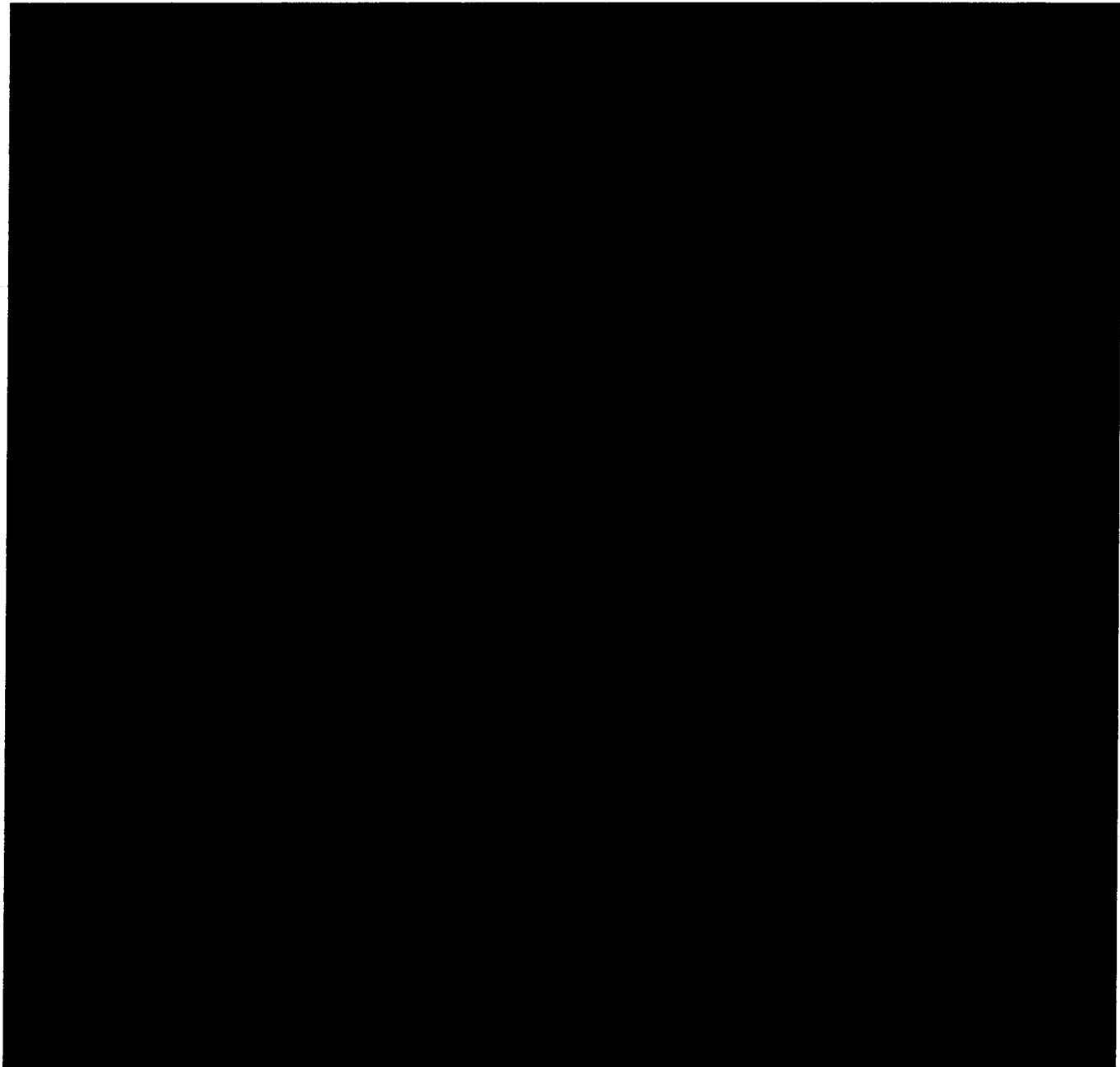
**SECTION 30. FORCE MAJEURE**



**SECTION 31. DISPUTE RESOLUTION**



REDACTED



**SECTION 32. WORKPLACE VIOLENCE PREVENTION**

Owner strives to provide a workplace for a worker that is free from physical attack, threats of violence and menacing or harassing behaviors.

Owner will not tolerate any unwanted or hostile physical contact, including physical attack, threat of violence, harassment, or damage of property by or against any worker including Owner employees.

Any worker who experiences, witnesses, or has knowledge of acts, conduct, behavior, or communication (threat) that may constitute or may lead to a workplace violence event should immediately report the incident to any of the following:

REDACTED

- Consultant supervisor or Owner supervisor or manager, AND
- Corporate Security [REDACTED] or
- The Ethics Line at [REDACTED]

**SECTION 33. ELECTRONIC TRANSMITTALS**

Owner and Consultant acknowledge that contract, work authorization and amendment documents requiring signatures may be transmitted electronically. Owner and Consultant stipulate that if this Contract is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

**SECTION 34. SURVIVAL**

[REDACTED]

**SECTION 35. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES**

[REDACTED]

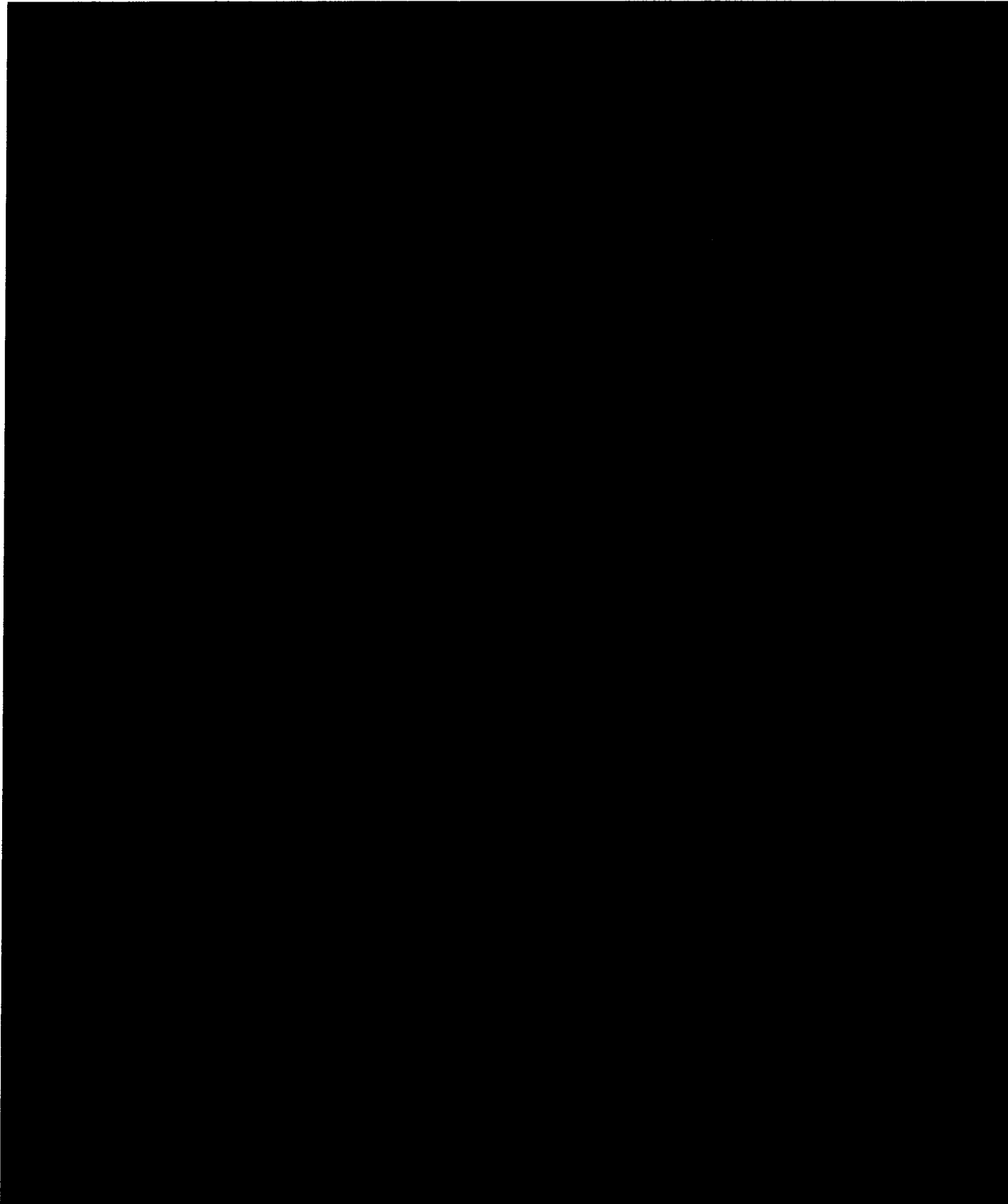
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**SECTION 36. PROJECT OWNERSHIP AND AGENCY**

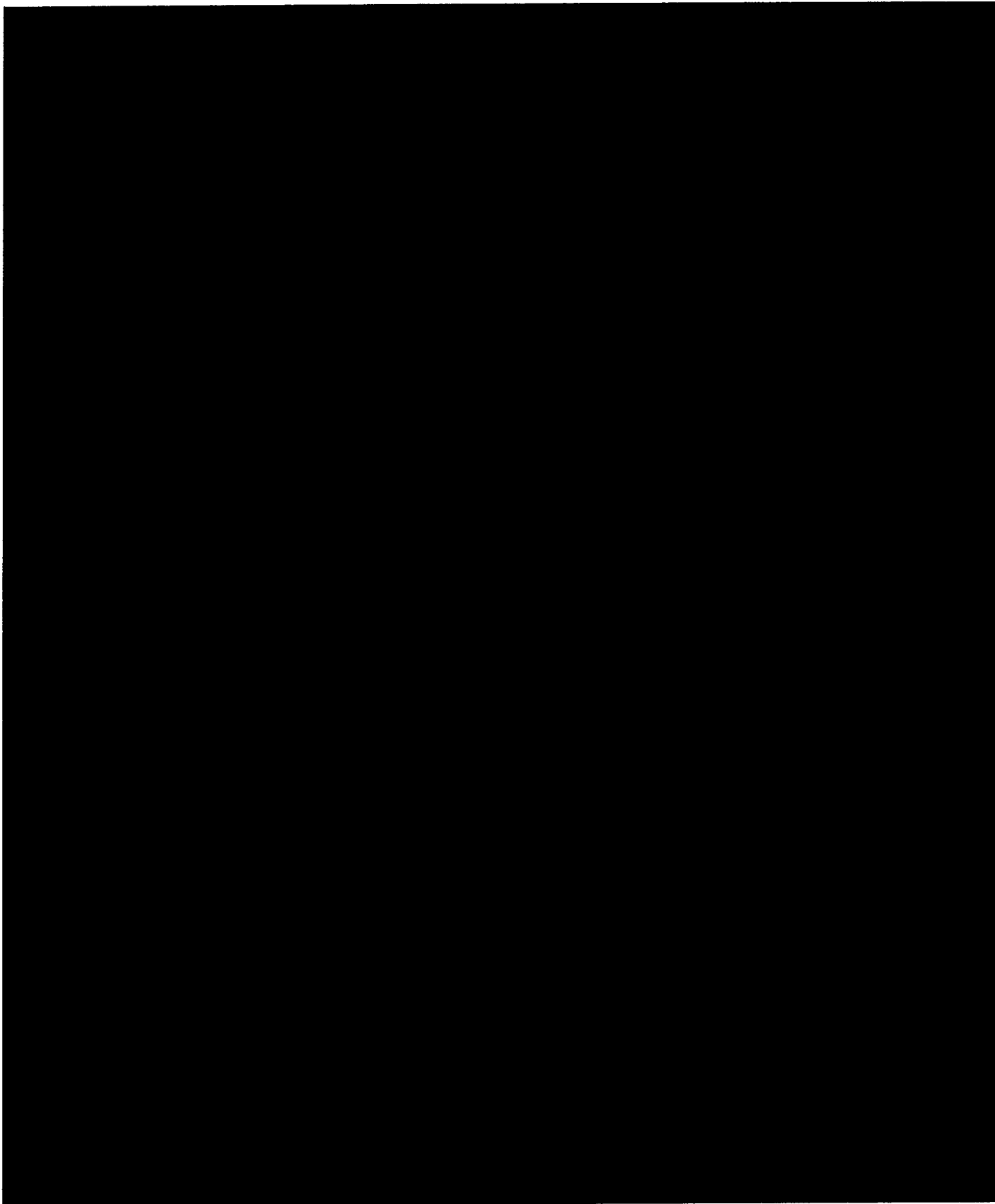
**SECTION 37. NONWAIVER**

Owner's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Owner's waiver of any breach hereunder shall not thereafter waive any of Owner's rights or privileges under this Contract or at law. Any waiver of any specific breach shall be effective only if given expressly by Owner in writing.

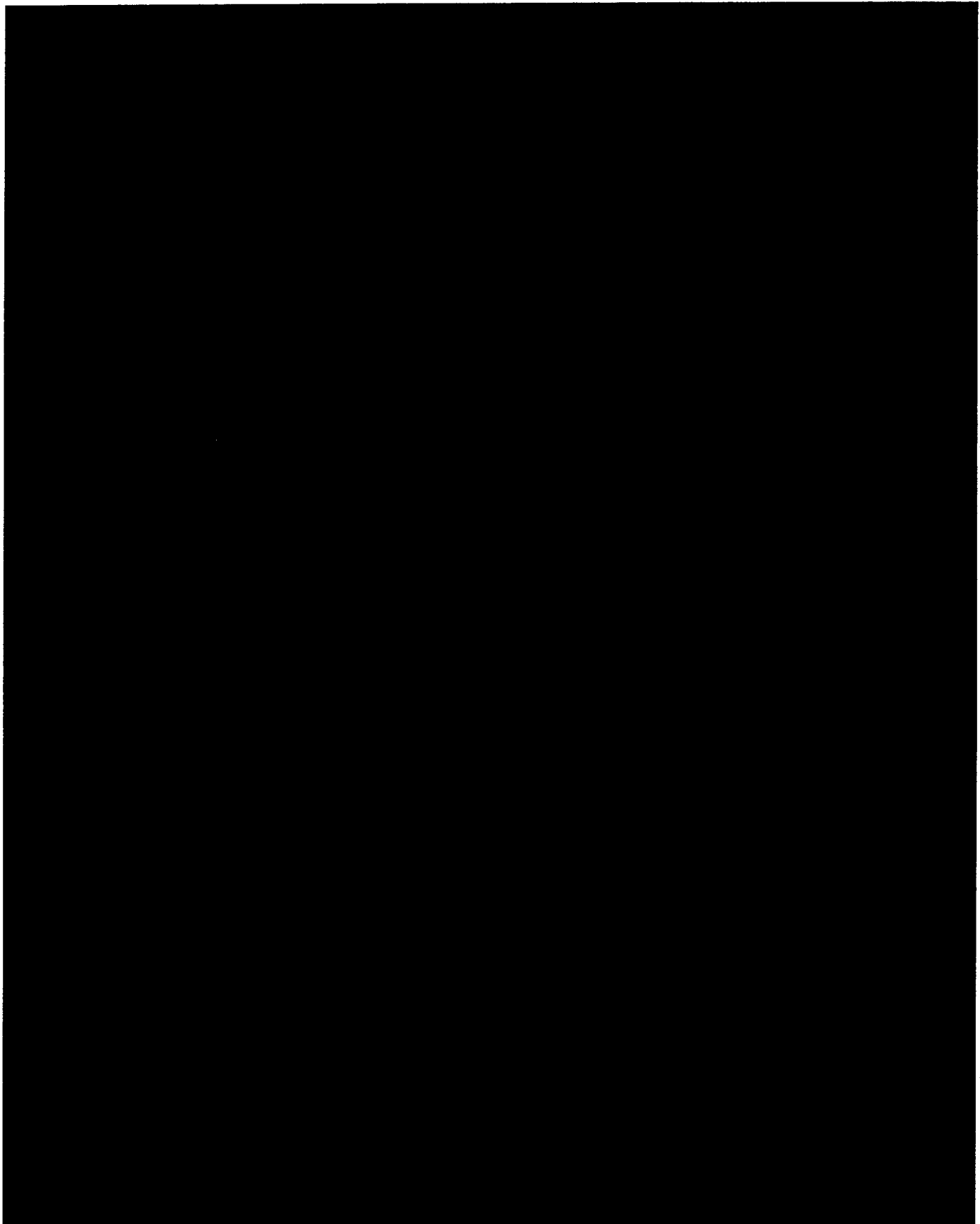
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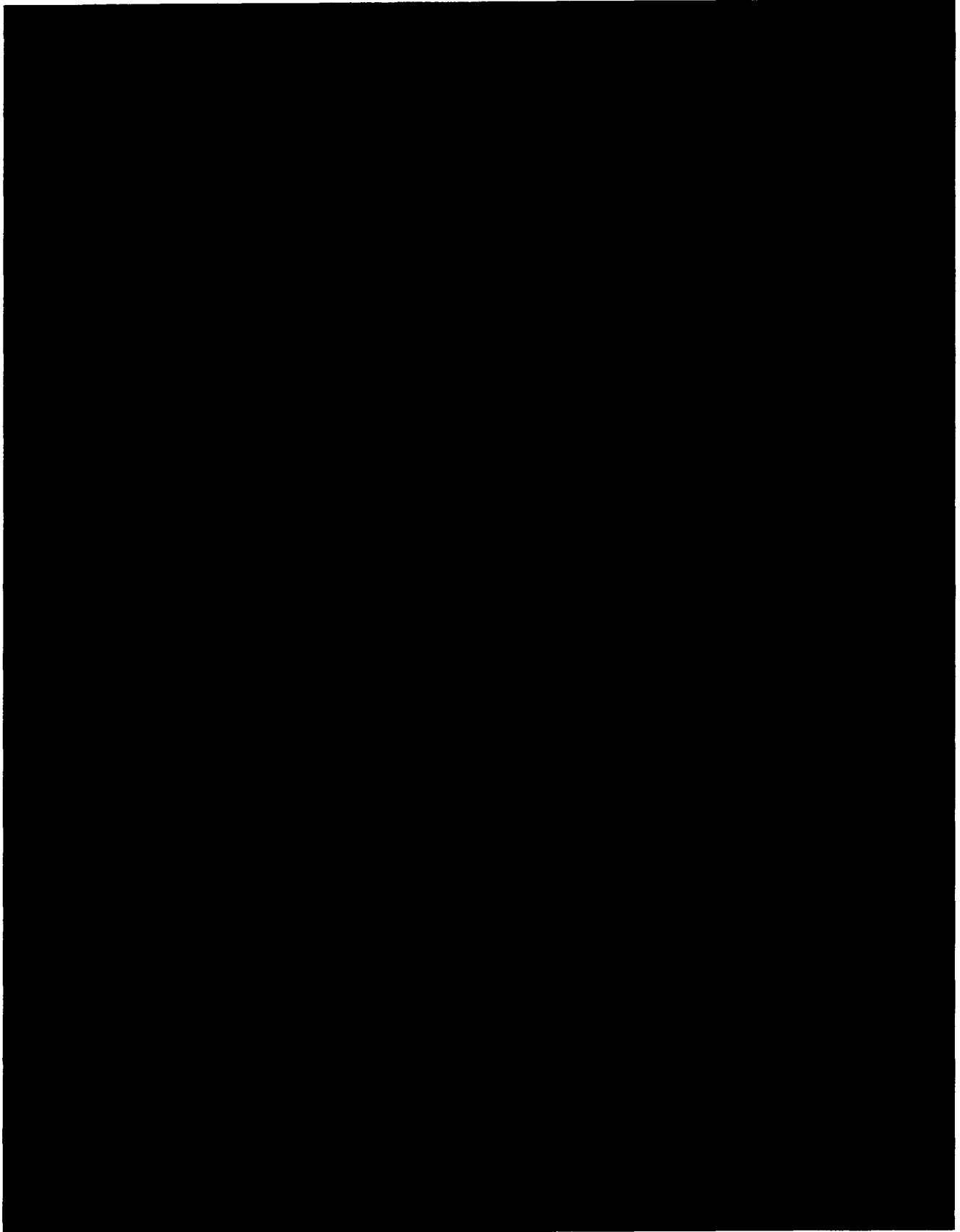
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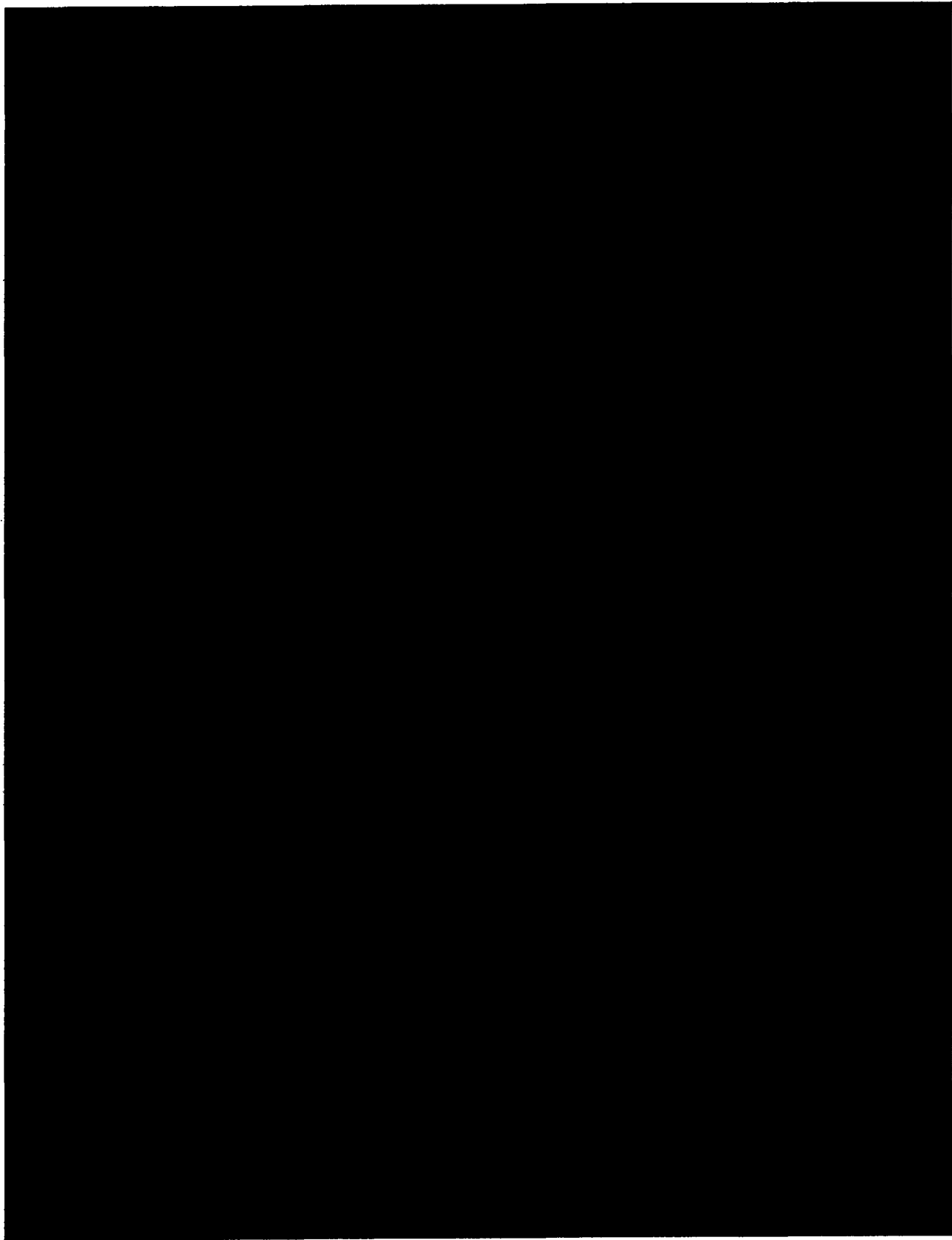


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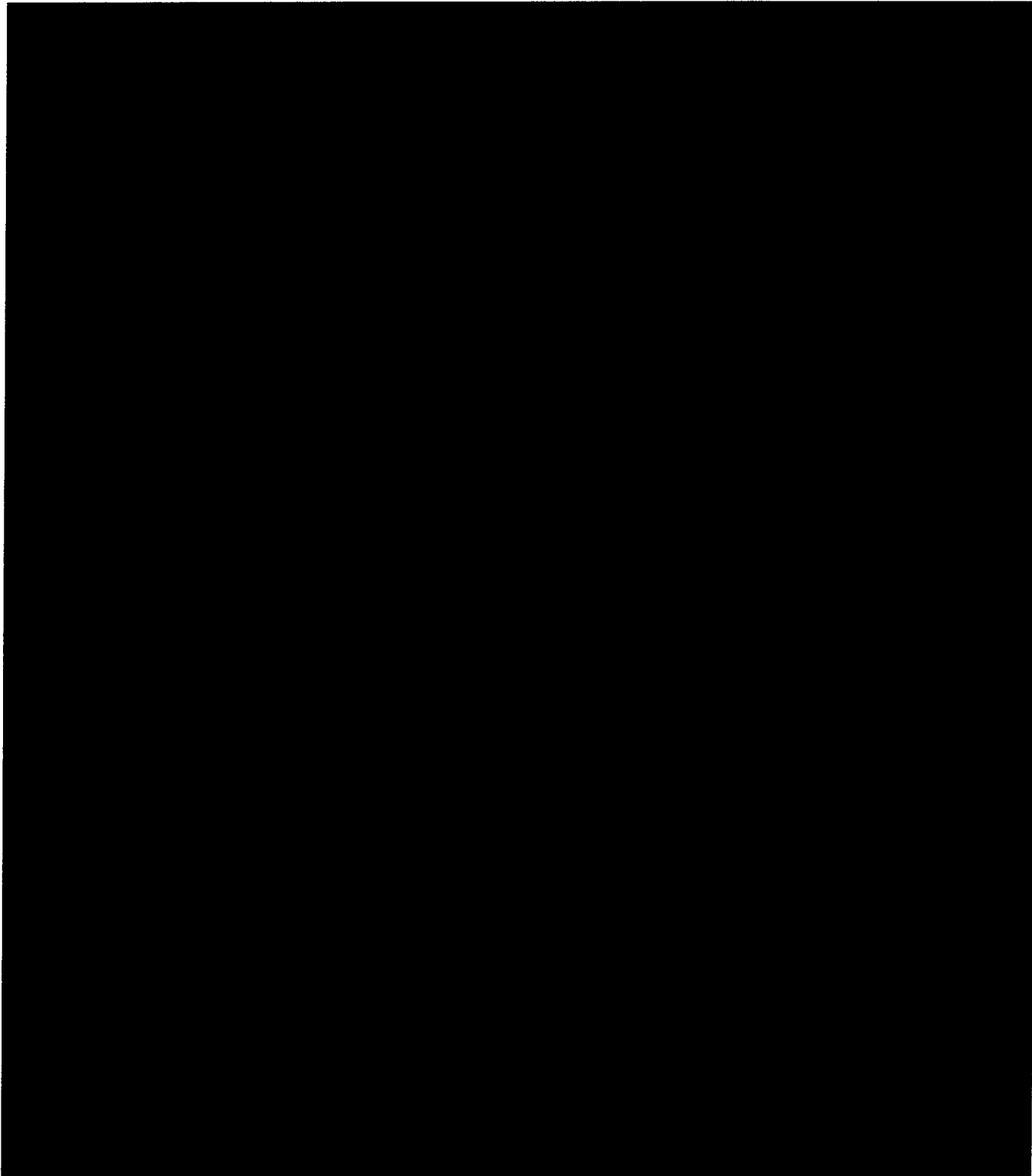


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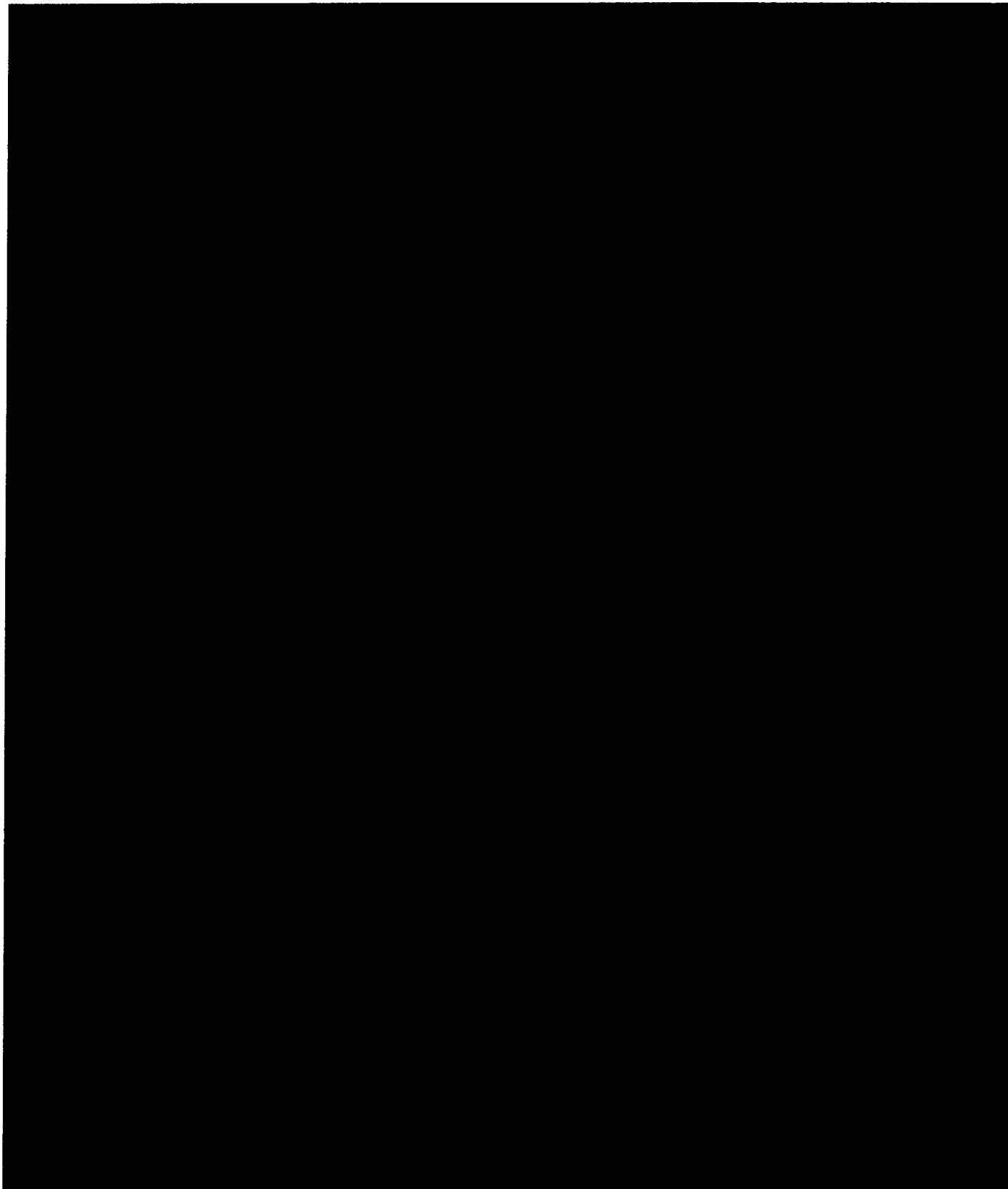
REDACTED

**ATTACHMENT B**  
**RATE SCHEDULE AND PAYMENT TERMS**

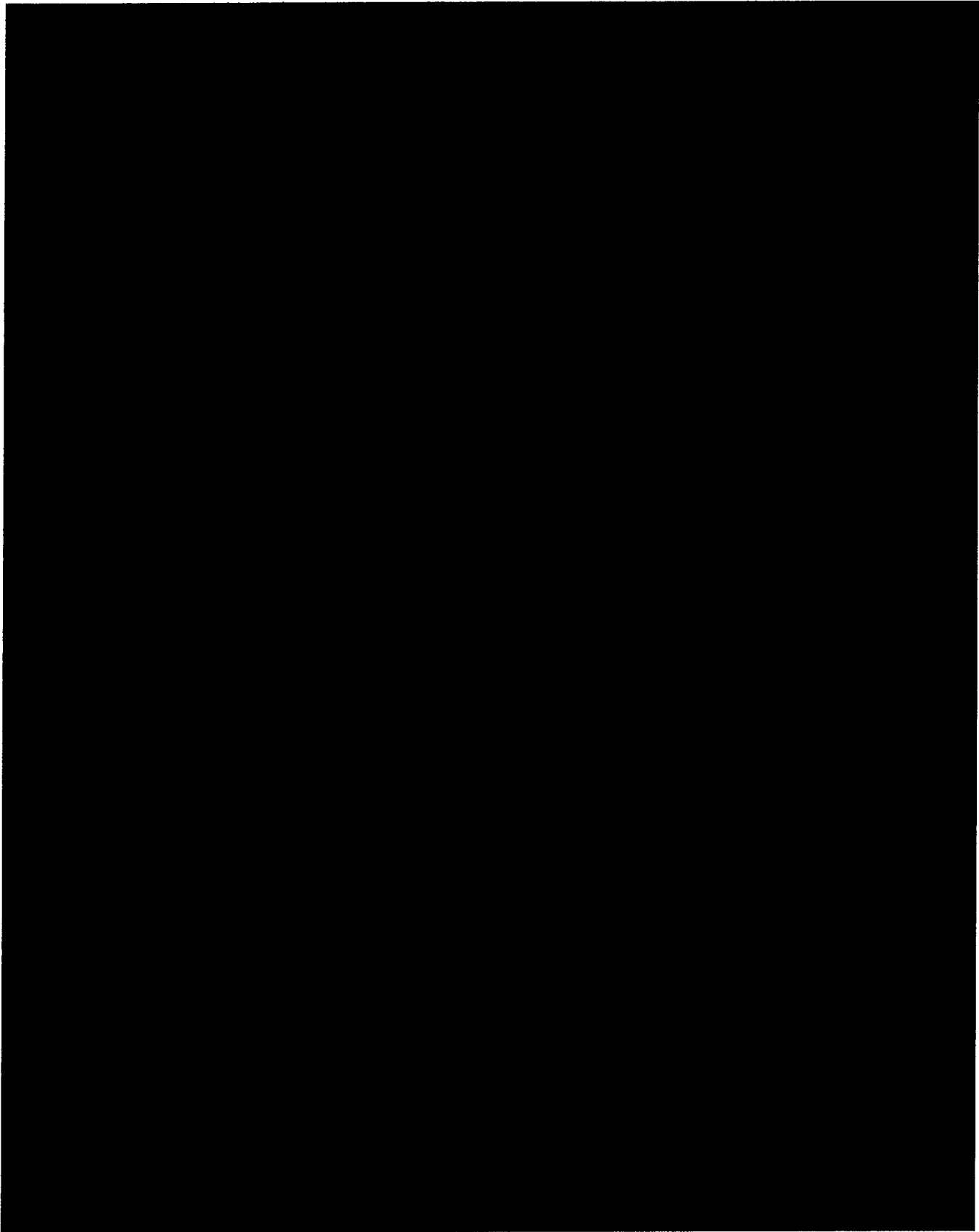


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BECHTEL LABOR RATES (Straight Time and Overtime)

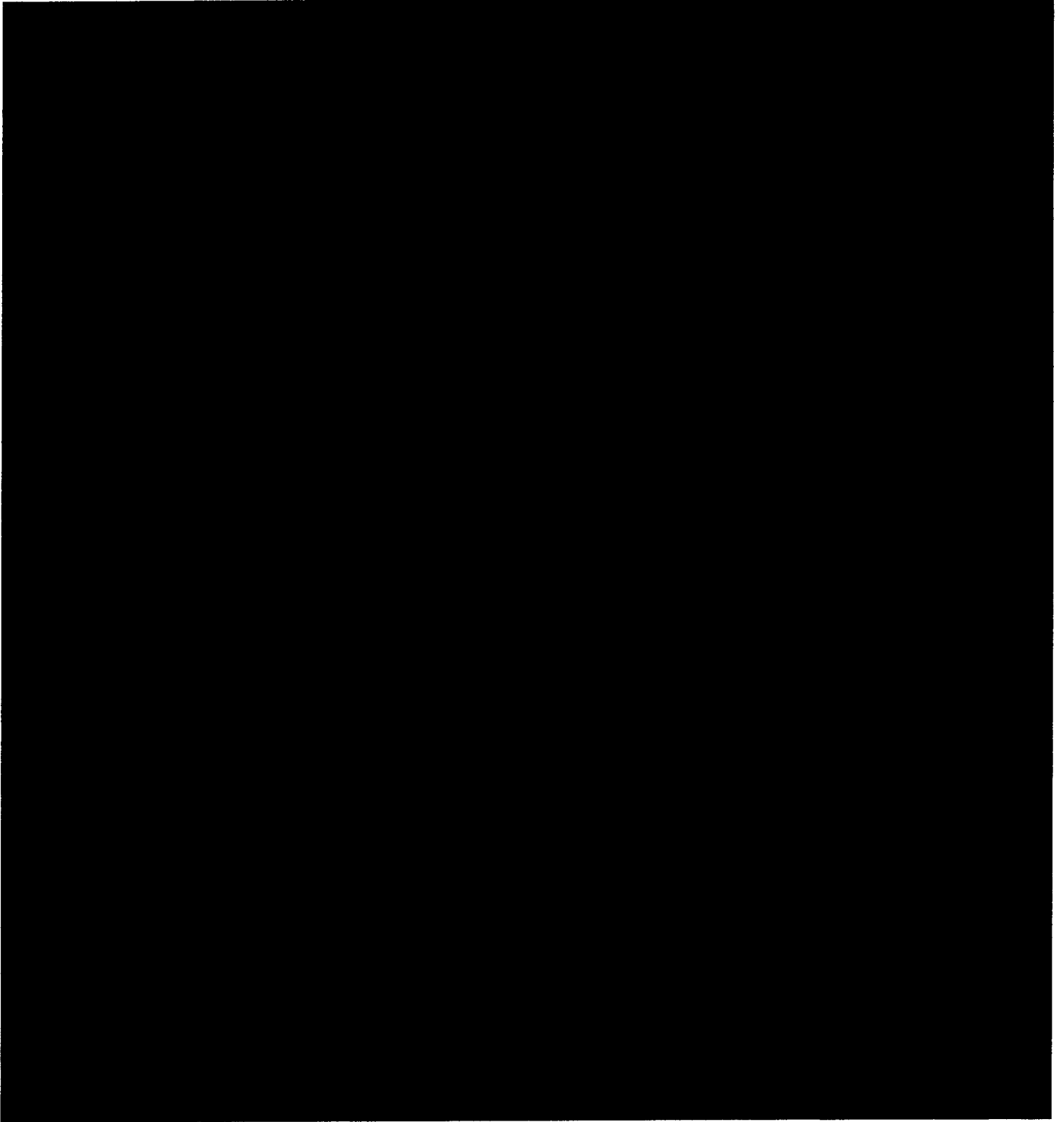


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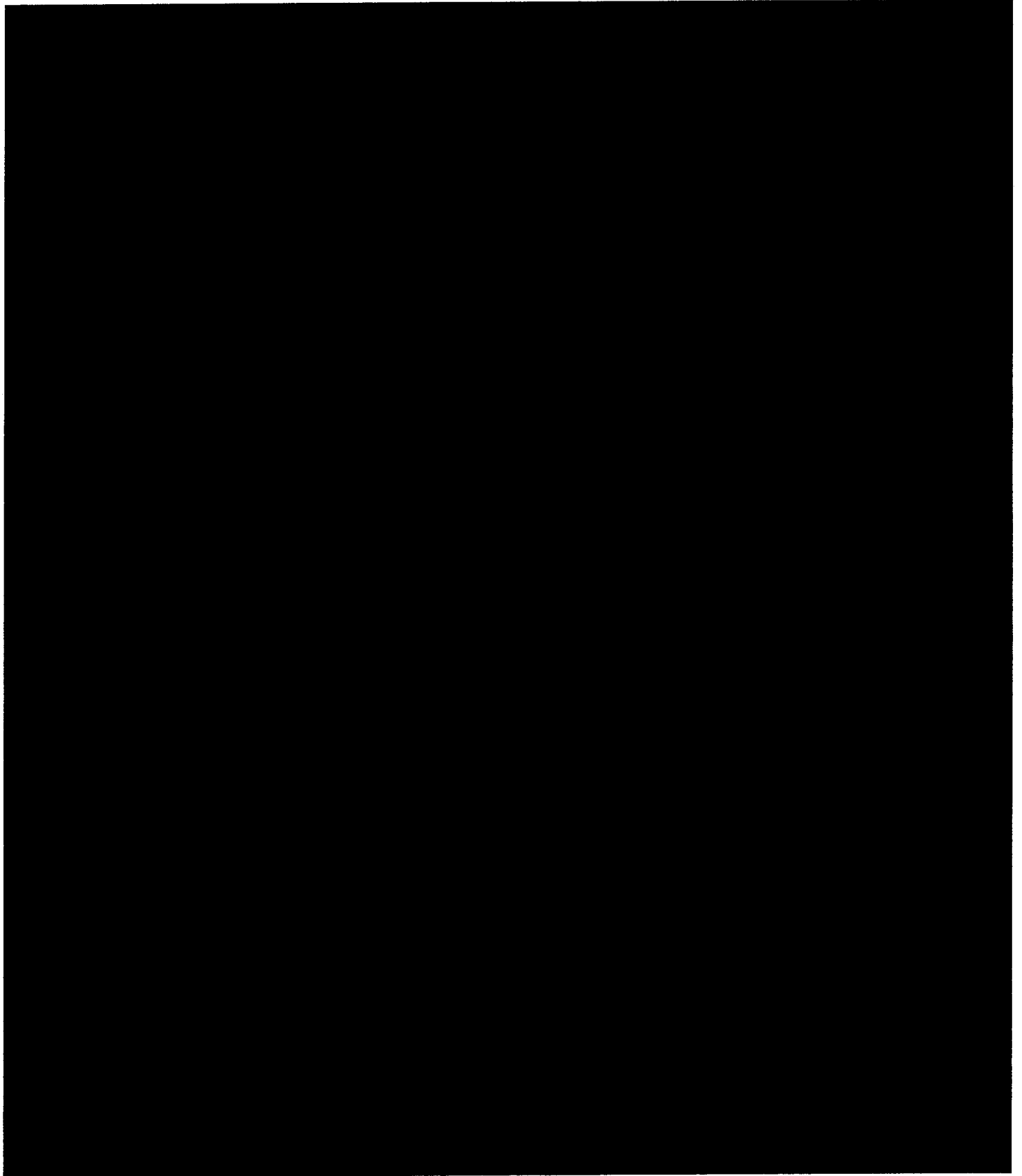


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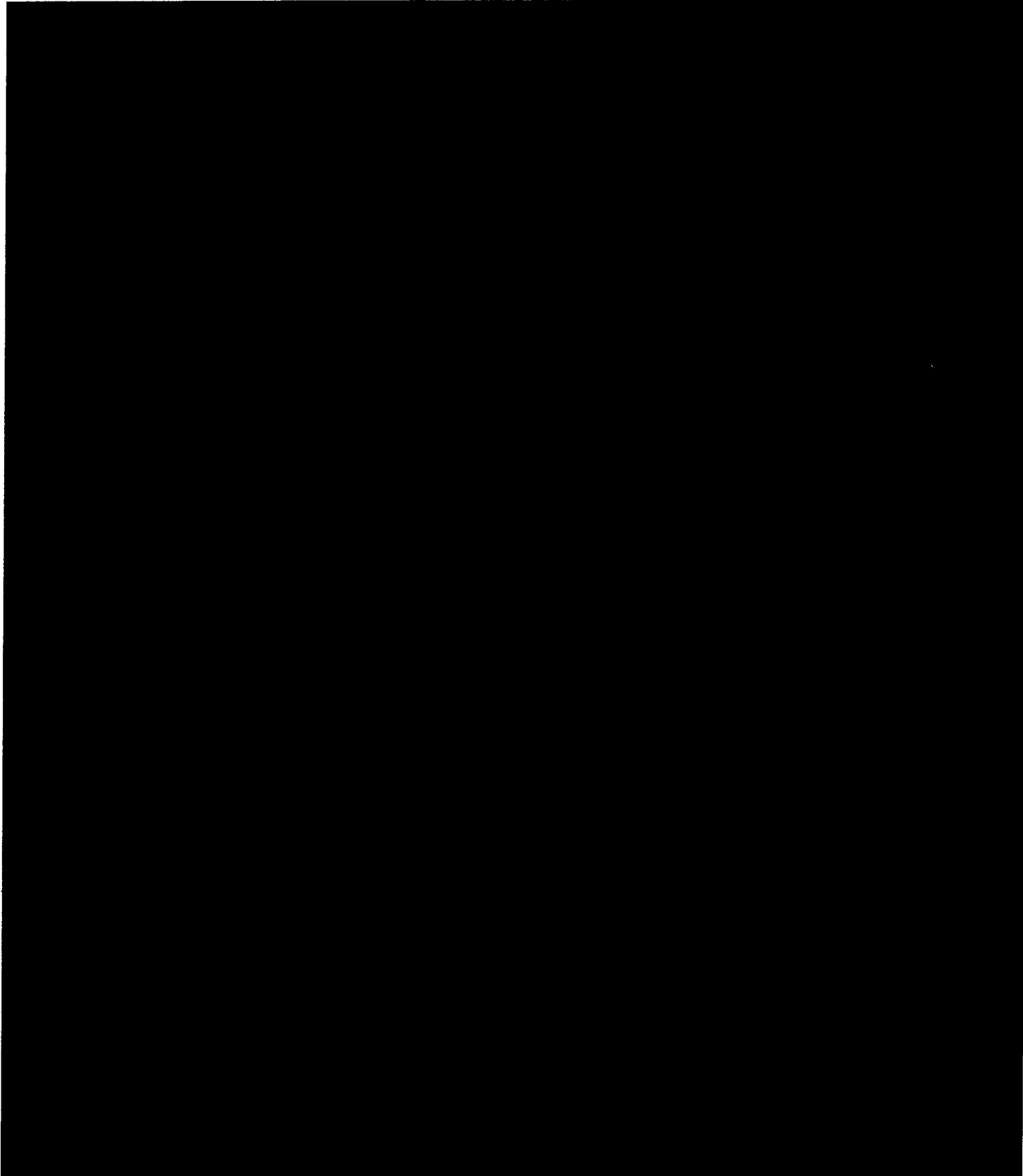
**ATTACHMENT E**  
**List of Deliverables**  
**August 9, 2011**



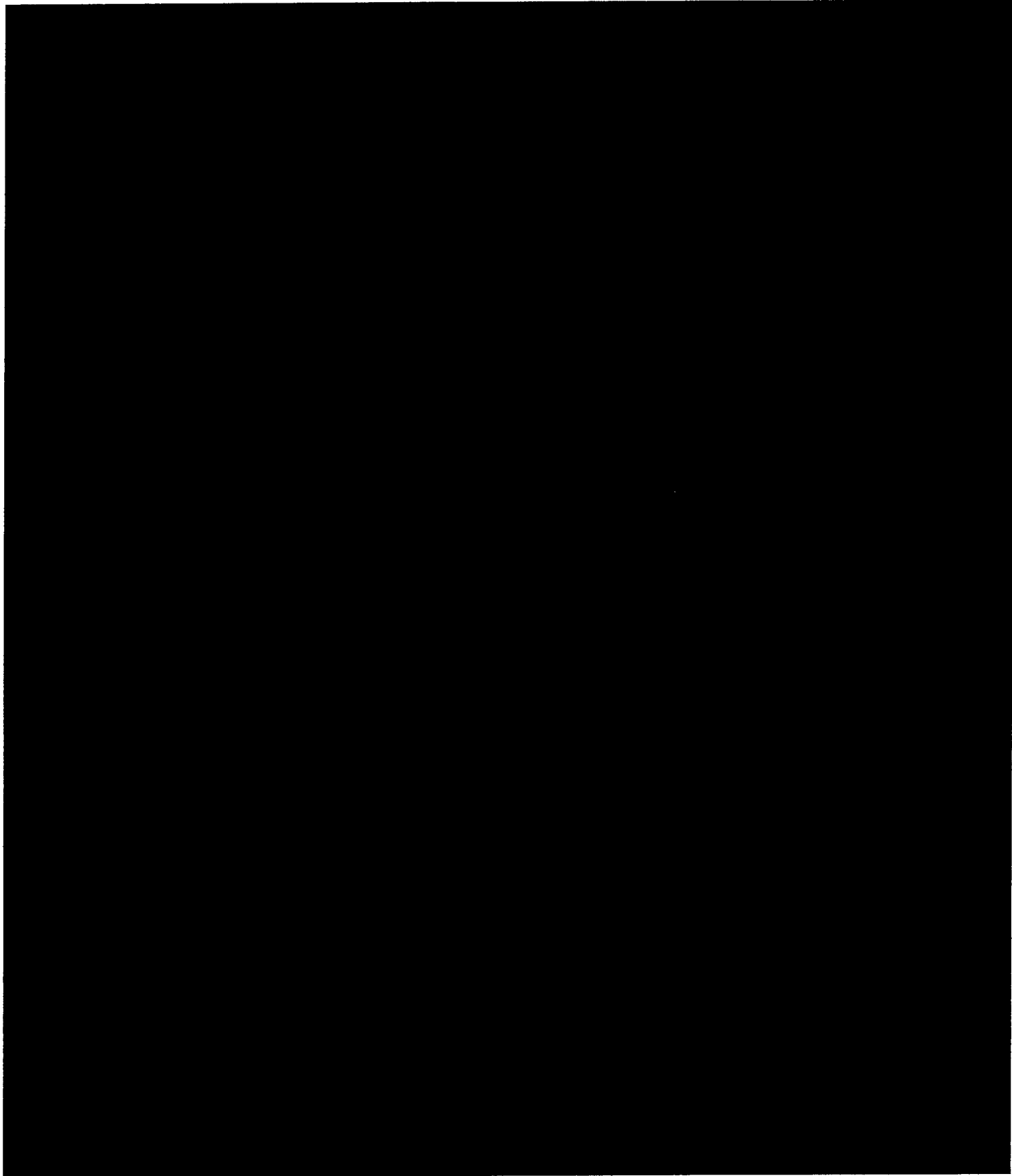
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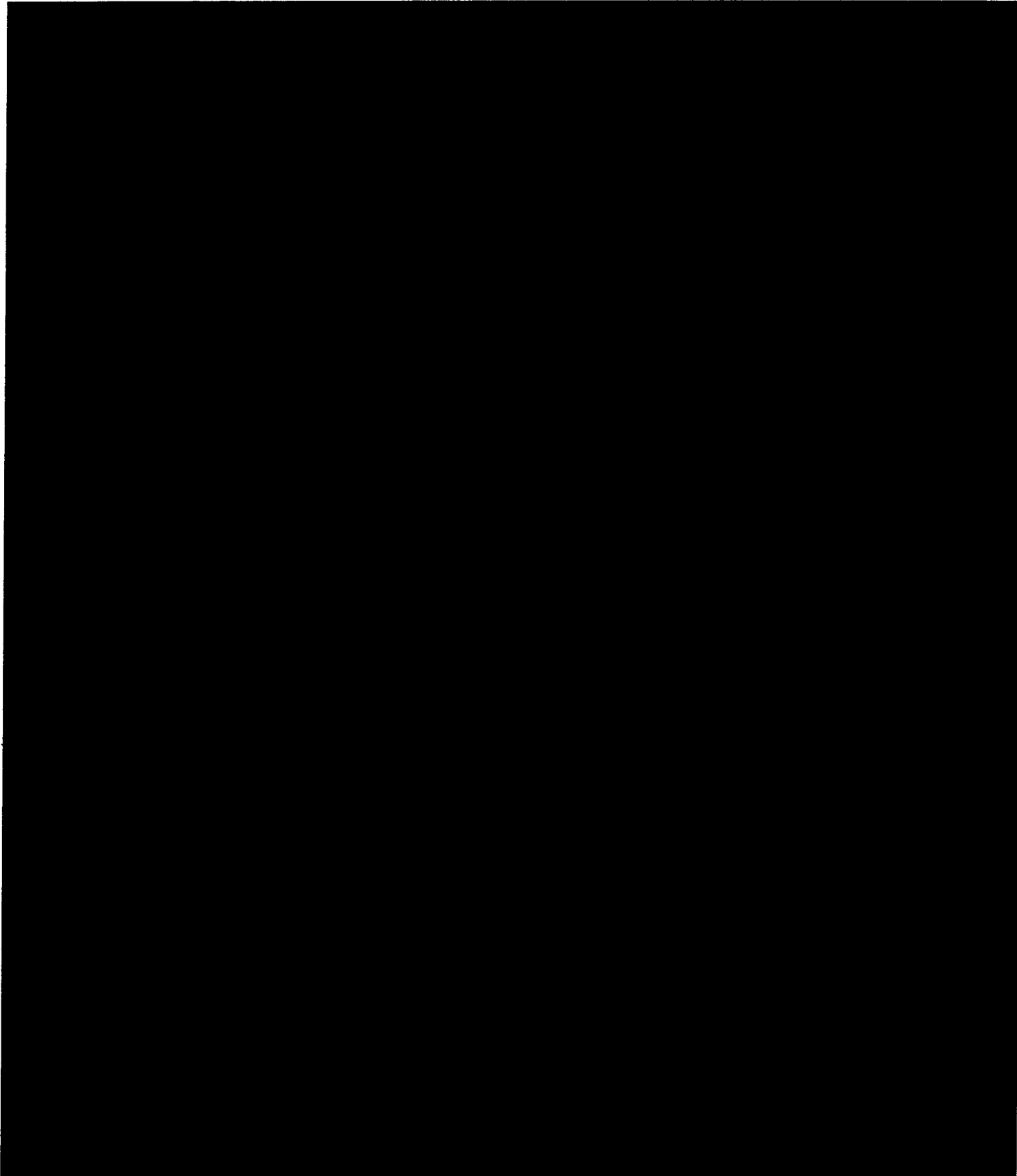


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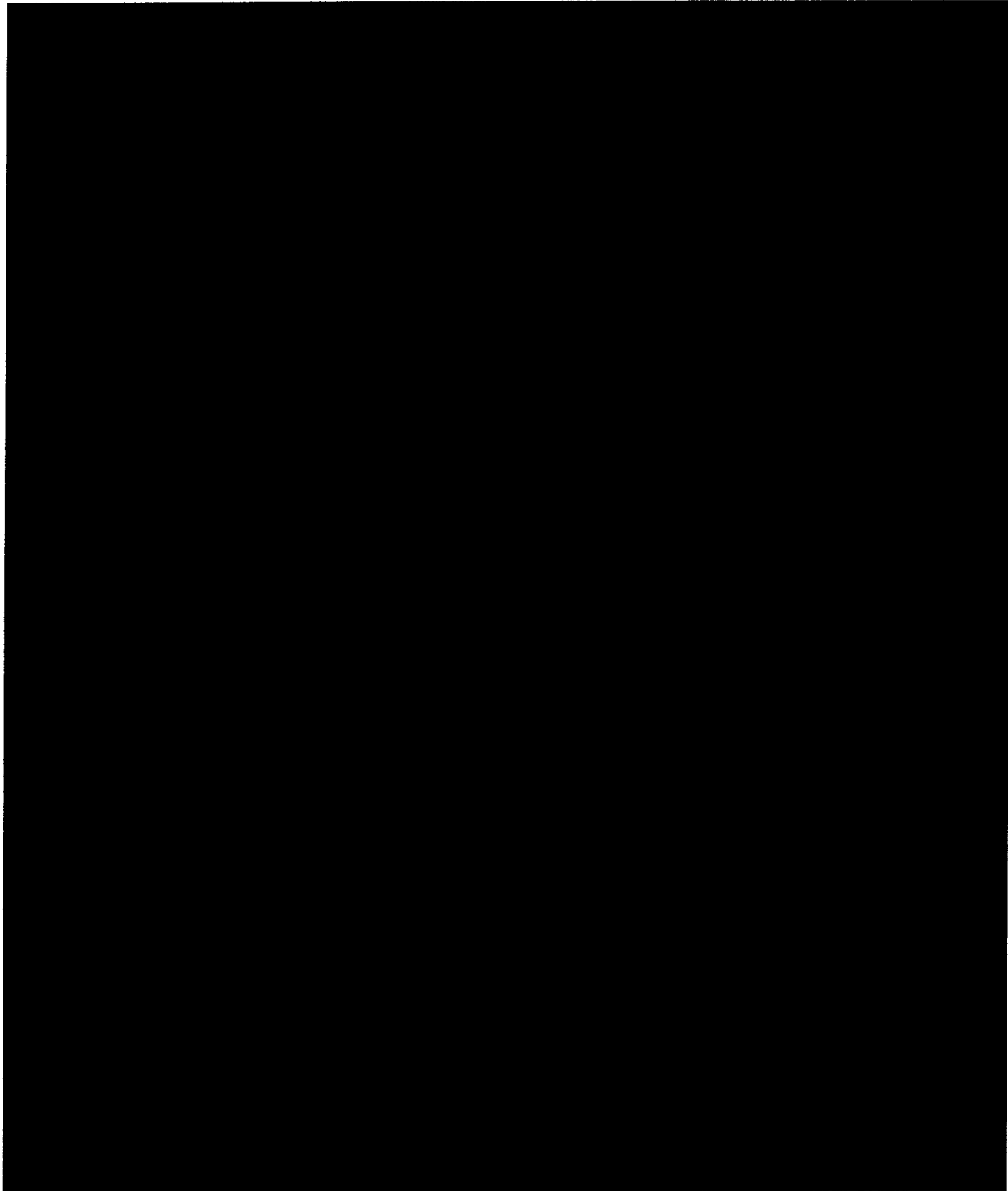




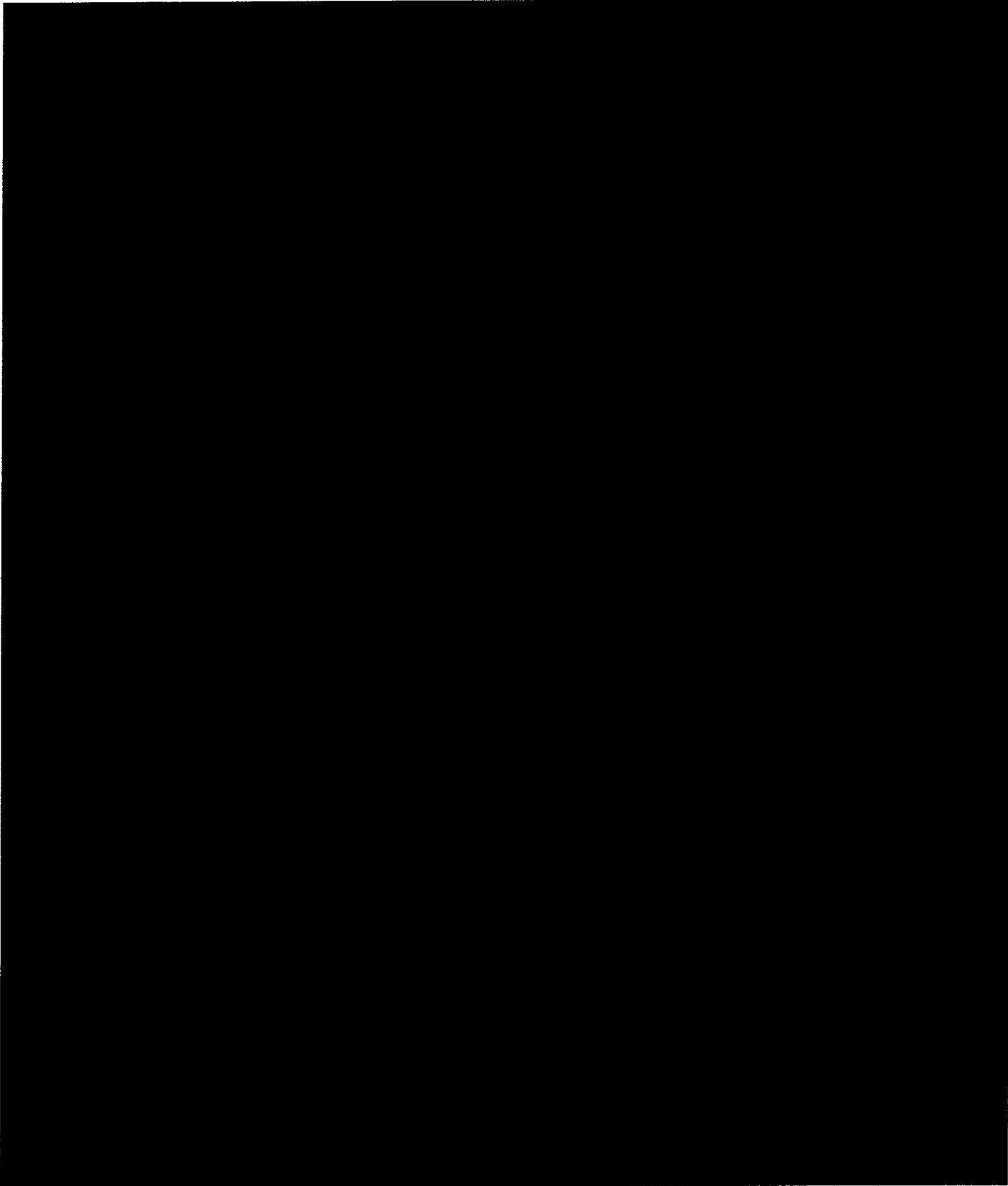
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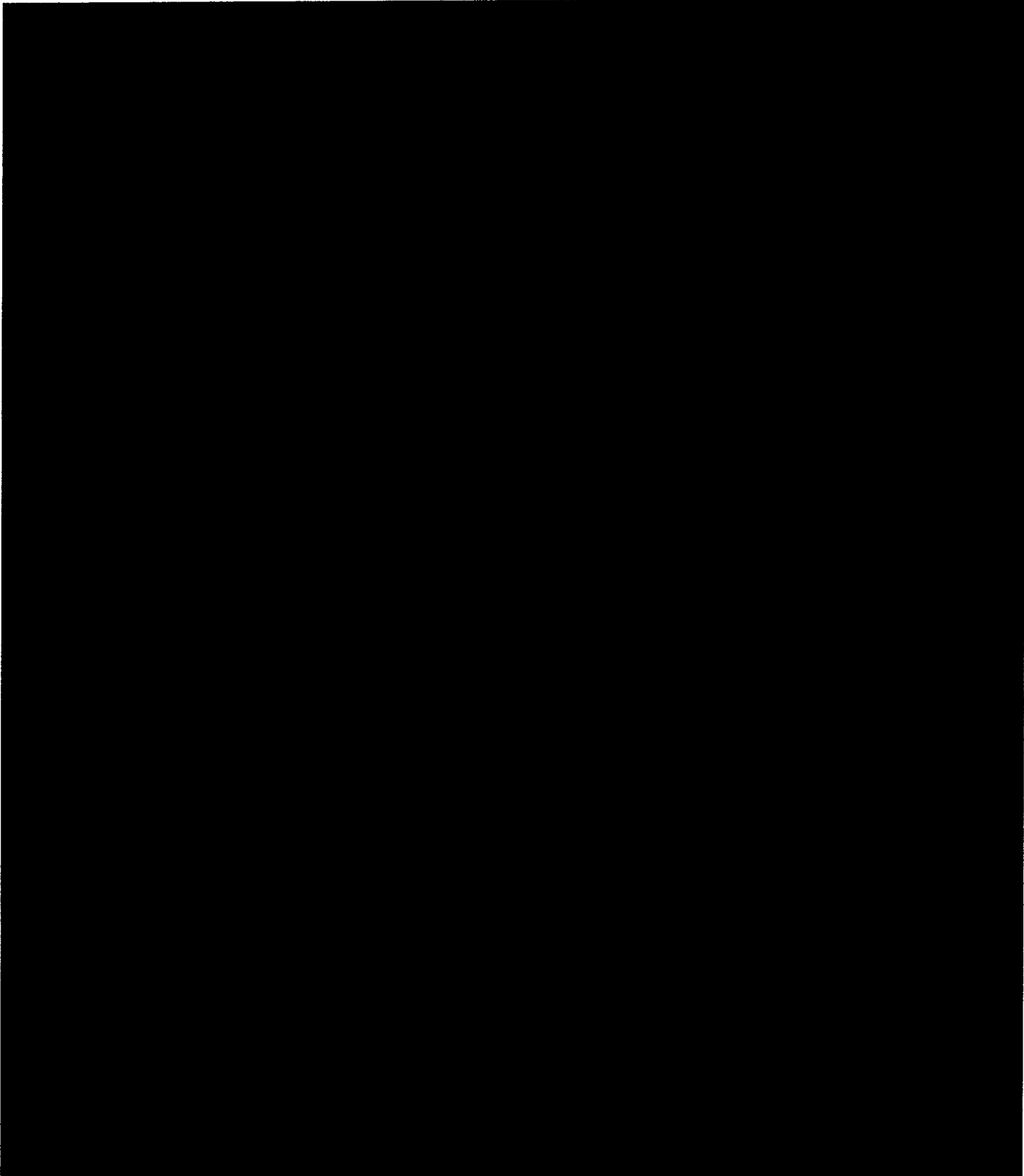
REDACTED



REDACTED



REDACTED



program controls shall ensure that all repair and rework processes and non-conformances are documented and results trended. If any program deficiencies are discovered during any planned audit/surveillance, Consultant will undertake the necessary actions to ensure the Subcontractors, Sub-consultants, and Suppliers correct such program deficiencies.


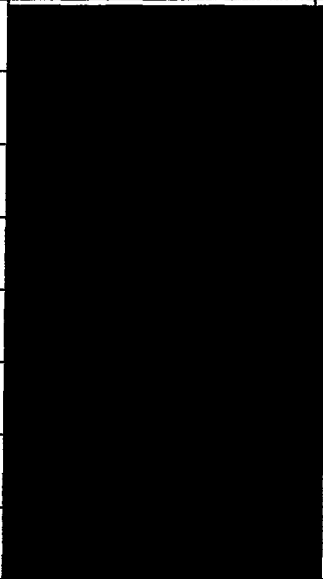
- e. Review for acceptability the final data package, certificate of conformance, and/or certificate of compliance.
- f. Receipt inspection may be performed at the vendor's facility or site as appropriate. The receipt inspection shall be performed in accordance with Consultant's quality requirements prepared in accordance with the requirements of applicable specifications and of NGGM-PM-0020.
- g. Owner may witness the receipt inspection of the items listed in the Table below without impact to the pricing under any Contract Document.
- h. Consultant shall provide documentation to the Owner in accordance with the AQP upon tender of the component.
- i. Storage and handling of equipment practices will be initiated following the receiving inspection.
- j. Non-conformances found during receipt inspection will be dispositioned in accordance with the AQP.

**Reference List of Designated High Risk Equipment  
Requiring Application of NGGM-PM-0020**

**NOTE: Personnel must verify the components on the list in Attachment F of NGGM-PM-0020**

**Reference List of Designated High Risk Equipment  
Requiring Application of NGGM-PM-0020**

**NOTE: Personnel must verify the components on the list in Attachment F of NGGM-PM-0020**

REDACTED

(1) Personnel Costs.

[REDACTED]

(2) Other Costs.

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(3) Fee.

[REDACTED]

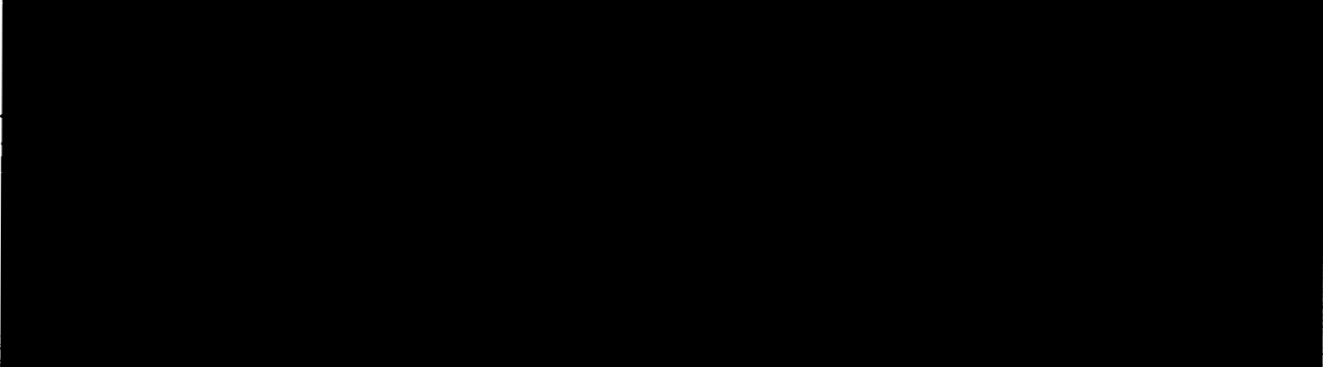
B. PAYMENT

Owner shall pay Contractor the Compensation set forth above in the following manner.

[REDACTED]

REDACTED

Progress Energy  
Attn: Mark Grantham  
P.O. Box 1981  
Raleigh, NC 27602



4. **OWNER'S DESIGNATED REPRESENTATIVE**

Owner's Designated Representative for the purposes of administration of this Contract is:

Mr. Mark Grantham, (919) 546-2428, [Mark.Grantham@pgnmail.com](mailto:Mark.Grantham@pgnmail.com) is appointed as Owner's Designated Representative for the administration of this Work Authorization.

5. **TERMS AND CONDITIONS**

This Contract shall be performed in accordance with the terms and conditions stated on the attached and the special terms and conditions (if any) referenced by Section 26 of this Contract attached hereto. Such terms and conditions are as fully a part of this Contract as if set out in this paragraph.

6. **AUTHORIZATION OF WORK**

Contractor shall perform the Work on a time and material basis, at specific times to be established by mutual agreement with Owner's Designated Representative(s).

7. **ELECTRONIC TRANSMITTAL**

Owner and Contractor acknowledge that documents requiring signatures may be transmitted electronically. Owner and Contractor stipulate that if this Contract is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.



REDACTED

TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS - [REDACTED]

2. CHANGES IN THE WORK - [REDACTED]

3. COORDINATION - [REDACTED]

4. TAXES - [REDACTED]

5. AUDITS - [REDACTED]

6. WARRANTY - [REDACTED]

7. RIGHT TO TERMINATE - [REDACTED]

8. RELATIONSHIP - [REDACTED]

9. ASSIGNMENT AND SUBCONTRACTS - [REDACTED]

## REDACTED

10. **REPLACEMENT OF EMPLOYEE** - If Owner determines, in its sole discretion, that participation in Work by, or presence on Owner premises of, an employee of Contractor is inconsistent with the best interests of Owner, Contractor shall immediately cease using the employee in performing the Work, and (if applicable) remove the employee from Owner's premises and replace an employee with the approval of Owner's Designated Representative at no cost to Owner in cases where such removal is for safety or security reasons.

## 11. **INSURANCE** -



## 12. **NOT USED**

13. **SECURITY** - Contractor personnel who conduct Work at Owner's facilities shall comply with applicable security practices and procedures.

## 14. **FITNESS-FOR-DUTY POLICY**

- (a) Contractor acknowledges its awareness of Owner's contract personnel Fitness-For-Duty Program (FFDP) Drug and Alcohol Abuse Policy, which is as follows:

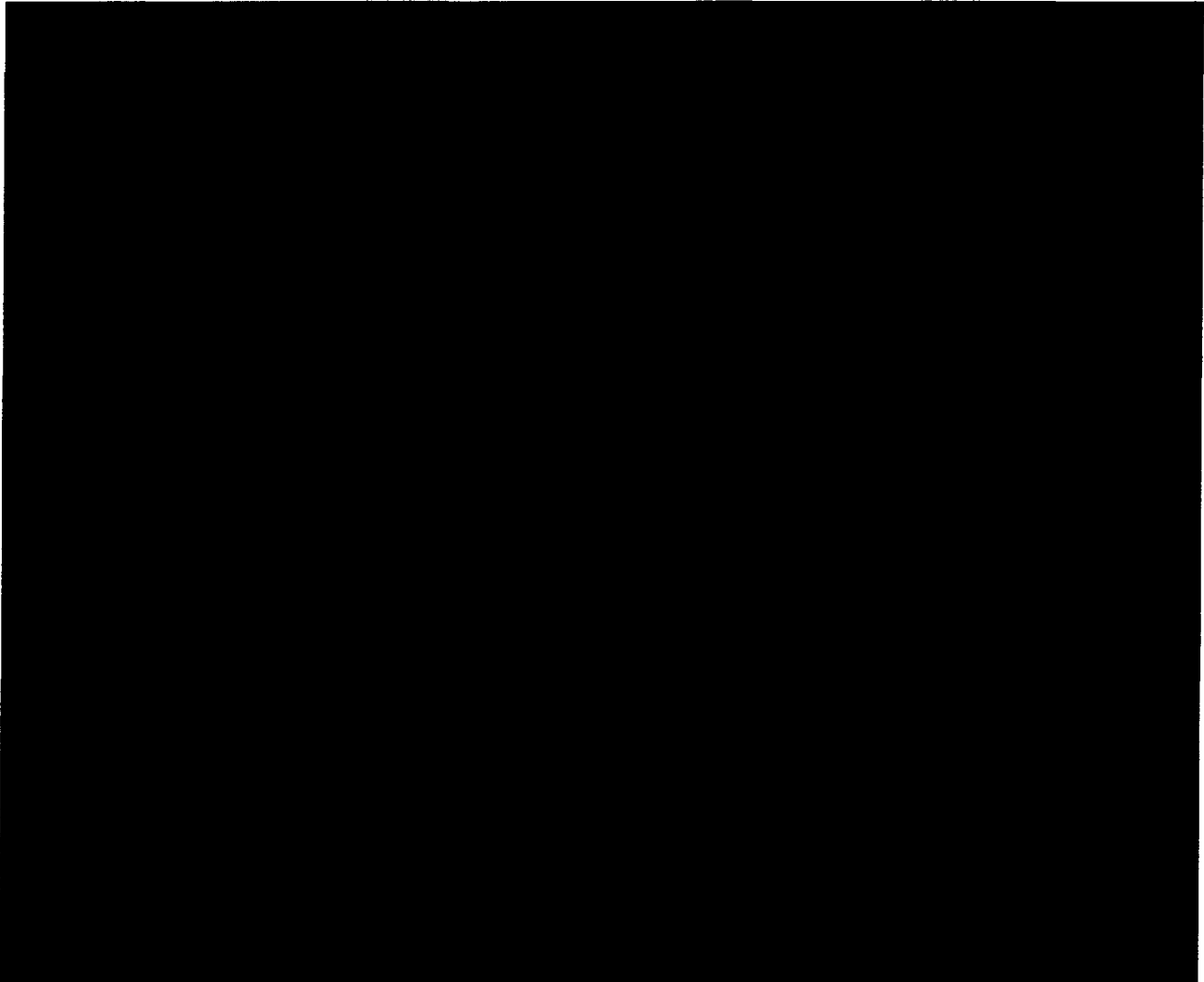
The use, possession, or sale of narcotics, hallucinogens, depressants, stimulants, marijuana, or other controlled substances on Owner Property or while in pursuit of Owner business is prohibited. (This does not apply to medication prescribed by a licensed physician and taken in accordance with such prescription.) Unauthorized consumption of alcohol on Owner Property is also prohibited. The use of the above substances or alcohol on or away from Owner Property which adversely affects the employee's job performance, or may reflect unfavorably on public or governmental confidence in the manner in which Owner carries out its responsibilities, as determined by Owner, is also prohibited. The term "Owner Property" includes any property or facility owned, leased, or under control of Progress Energy Florida, Inc., wherever located, including land, buildings, structures, installations, boats, planes, helicopters, and other vehicles.

## REDACTED

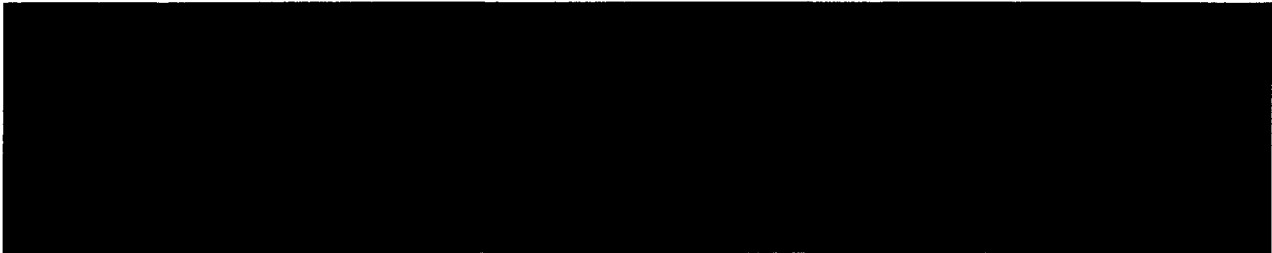
Each party to this Contract and its counsel have participated in the creation of this Contract. The normal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or of any amendments or exhibits to this Contract.

The parties hereto acknowledge that the terms and conditions hereof are strictly limited to this Contract, as amended in accordance with its terms from time to time, and that such terms and conditions shall have no precedential value in respect of any future arrangements between the parties.

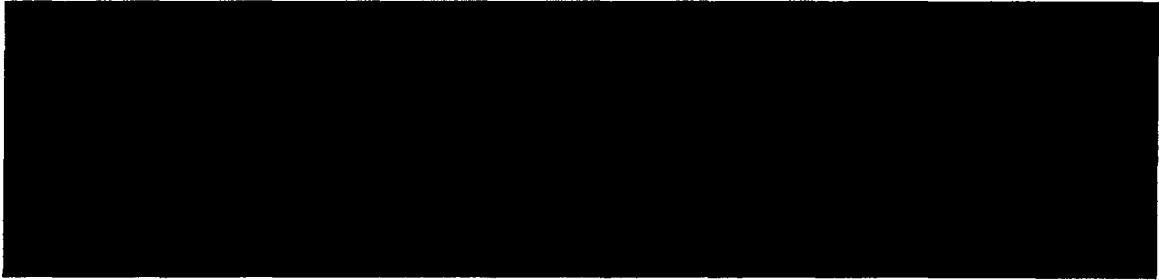
### 19. CONFIDENTIALITY



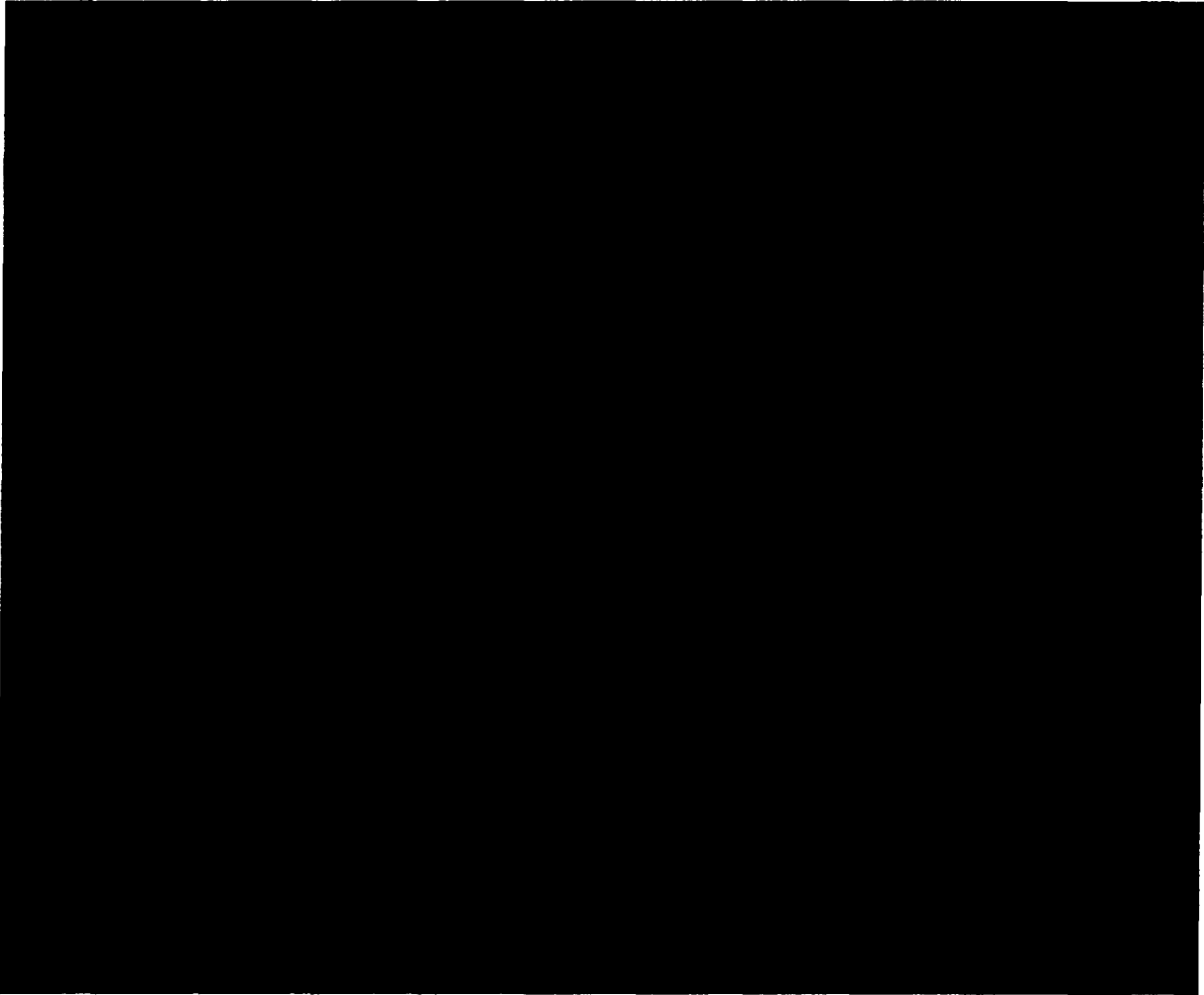
### 20. DRAWINGS, PLANS AND OTHER WORK PRODUCT



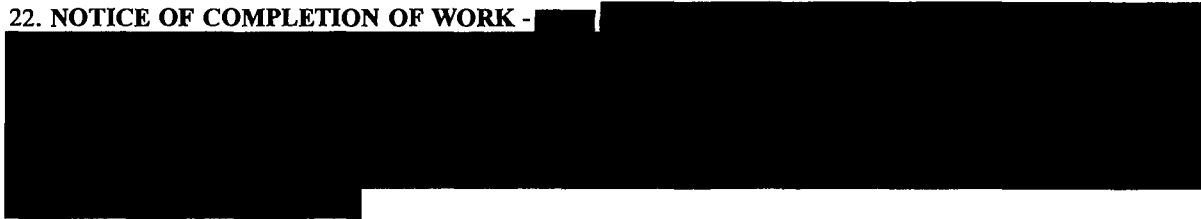
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21. RESPONSIBILITIES OF CONTRACTOR

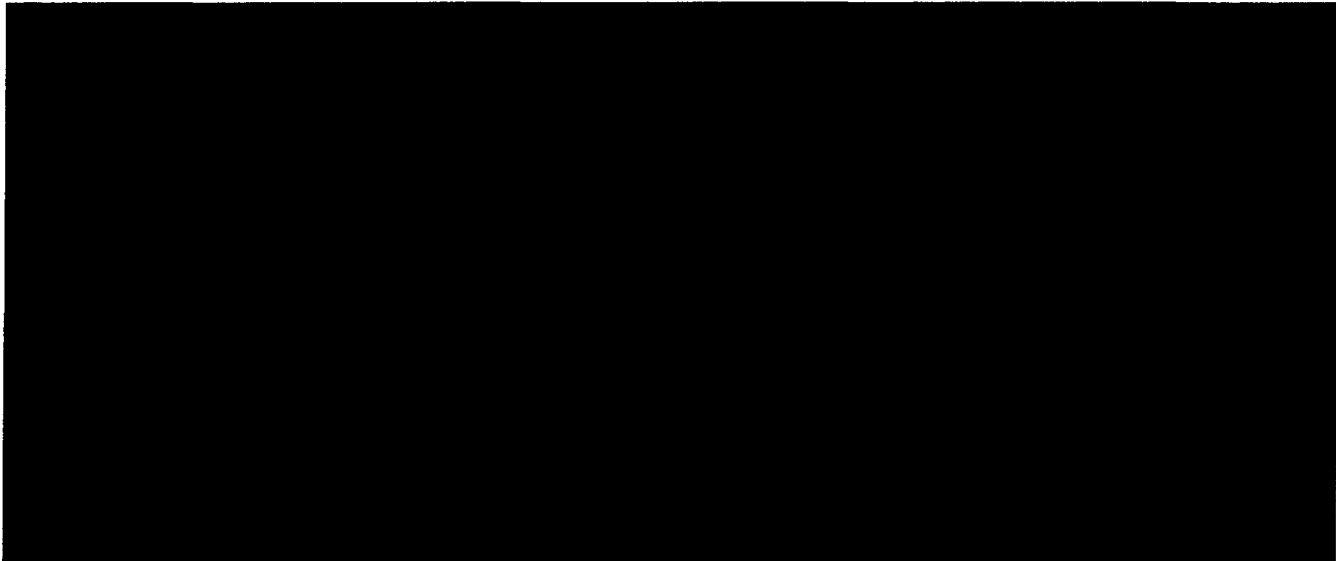


22. NOTICE OF COMPLETION OF WORK -

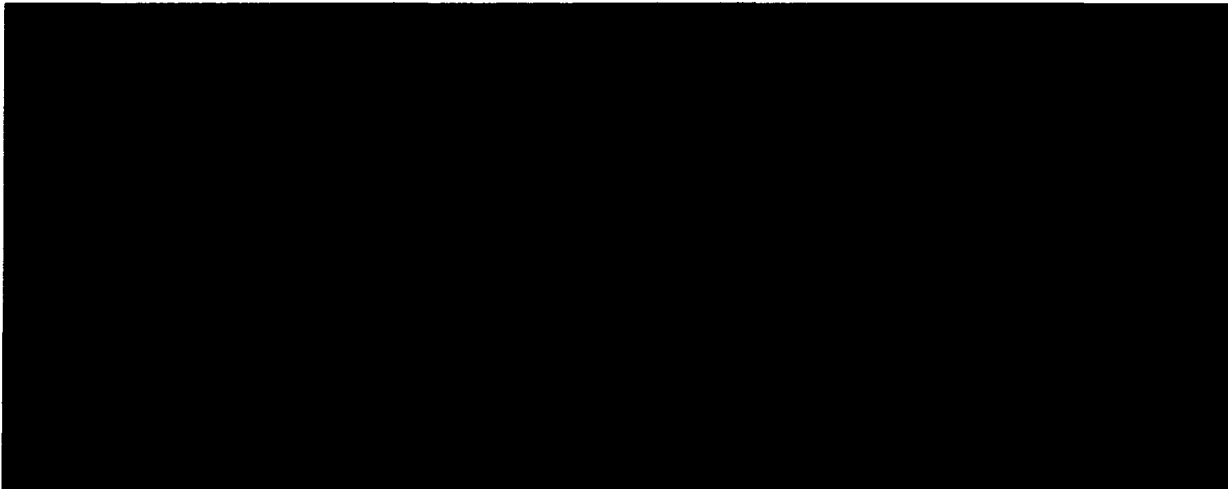


REDACTED

23. RESOLUTION OF DISPUTES



24. NUCLEAR INSURANCE AND INDEMNITY



Definitions:

Government Indemnity: A government indemnity agreement between Owner and the Nuclear Regulatory Commission entered into pursuant to Subsection 170c of the Act.

NRC: the Nuclear Regulatory Commission.

Nuclear Liability Protection: Liability insurance from American Nuclear Insurers and the Mutual Atomic Energy Liability Underwriters or other financial protection against nuclear liability in such amount and such form as shall meet the financial protection requirements of the NRC pursuant to Subsection 170b of the Act, or its replacement.

Nuclear Property Insurance: Insurance in the form of a policy from: (i) Nuclear Mutual Limited; (ii) American Nuclear Insurers and Mutual Atomic Energy Reinsurance Pool; (iii) Nuclear Electric Insurance

REDACTED

- **Mr. Eugene W. Thomas:** Mr. Thomas has extensive experience in dealing with post-tensioned containments. He has been actively involved with PE on this issue and attended the Dec. 18, 2010 panel review of the initial analysis and re-tensioning effort. Currently the engineering manager for nuclear projects, he will provide an oversight role in this evaluation.

**Availability and Schedule:**

Bechtel has the resources available to start work immediately upon release of a contract. Our proposed plan is to review the current situation at the site, develop a preliminary assessment and provide a report to Progress Energy within one week. This report will outline data requirements from PE, preliminary description of the required scope of work to provide a complete evaluation of the causes of delamination, and a schedule and budgetary cost estimate for the selected repair options for your consideration.

**Time and Material Rates:**



**Contract Terms:**



In summary, we appreciate this opportunity to work with Progress Energy again and look forward to further discussion of our offer. If you have any questions regarding our proposal, please contact me. I can be reached at any time during this week-end at my mobile 240 344 0373 or at 301-228-7602 (office) during the week. Alternatively, you can email me at [sclose@bechtel.com](mailto:sclose@bechtel.com).

Sincerely,

A handwritten signature in black ink that reads 'Scott Close'.

Scott Close  
Business Development Manager, Nuclear  
Bechtel Power Corporation

Attachment 1 – Key Position Bechtel Resumes'  
Attachment 2 – Bechtel Labor Rates



RESUME

REDACTED

NAME: John V. Gruber

DATE: February, 2005

EMPLOYEE NUMBER: [REDACTED]

BECHTEL APPROVED CLASSIFICATION: Principal Engineer

WORKING TITLE: Civil Staff Specialist

ORGANIZATION & DEPT: Bechtel Power Corporation

LOCATION: Frederick, Maryland

BIRTHDATE: [REDACTED] CITIZENSHIP: U. S. A.

ORIGINAL BECHTEL EMPLOYMENT DATE: June 10, 1974 to March 1985

RE-EMPLOYMENT DATE(S): May 6, 1991

SPOUSE'S NAME: [REDACTED]

PROFESSIONAL LICENSES AND SOCIETIES

Registered Professional Engineer — Virginia, Maryland
American Society of Civil Engineers (ACSE) — Member
American Concrete Institute (ACI) — Member
Chi Epsilon — Member

EDUCATION AND PERSONNEL DEVELOPMENT PROGRAMS

Table with 4 columns: DEGREE, CERTIFICATE, ETC., SCHOOL, MAJOR (OR SUBJECT), DATE. Row 1: B. S., The Pennsylvania State University, Civil Engineering, June 1, 1974

OTHER SIGNIFICANT INFORMATION:

Voting Member — ACI Committee 237 — Self-Consolidating Concrete
Voting Member — ACI Committee 304 — Measuring, Mixing, Transporting, and Placing Concrete
Voting Member — ACI Committee 311 — Inspection of Concrete
Associate Member — ACI Committee 211 — Mixture Proportioning

SKILLS/EXPERIENCE (KEYWORD LIST):

Concrete Materials Technology Concrete and Underground Construction

Attachment A

REDACTED

**NAME:** Orhan Gurbuz (713678) **DATE:** October, 09

**POSITION TITLE:** Fellow and Senior Principle Engineer

**ORGANIZATION:** BNI

**LOCATION:** Los Angeles

**CITIZENSHIP:** USA

**CONTINUOUS SERVICE:** Mar 4, 1974

**SPOUSE'S NAME:** [REDACTED]

**CHILDREN'S DETAILS:** [REDACTED]

**PROFESSIONAL LICENSES AND SOCIETIES**

Registered Professional Engineer in California, # C-24355

**EDUCATION AND PERSONAL DEVELOPMENT PROGRAMS**

<u>Degree, Certificate, etc.,</u>	<u>School</u>	<u>Major (or Subject)</u>	<u>Date</u>
B.S.C.E.	Iowa State University	Civil Engineering	1966
M.S.C.E.	ISU	Structural Engineering	1968
Ph. D.	ISU	"	1974

**OTHER SIGNIFICANT INFORMATION**

(examples of relevant information that might be included here)

**PERSONAL:** Selected Bechtel Fellow in 1994  
Selected "Engineer of the Year" by the ASCE Los Angeles Section - 1987

**LANGUAGE CAPABILITY:** English and Turkish

**MEMBERSHIPS:** Member, American Society of Civil Engineers (ASCE)  
Member, Structural Engineers Association of California (SEAOC)  
Member, Earthquake Engineering Research Institute  
Member, American Institute of Steel Construction  
Past Chair, Energy Division, ASCE  
Past Chair, Nuclear Energy Committee, ASCE  
Past Chair, Nonbuilding Structures Committee, SEAOC, Southern Section  
Past Member, Committee to Develop Seismic Criteria for Risk Management and



**DUKE ENERGY FLORIDA DOCKET 100437-EI**  
**Revised Sixth Request for Confidential Classification**  
**Confidentiality Justification Matrix**

**ATTACHMENT C**

<b>DOCUMENT</b>	<b>PAGE/LINE/ COLUMN</b>	<b>JUSTIFICATION</b>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034247	All information in four paragraphs from bottom of page	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034248	All information in first paragraph; all information in Section 4 exclusive of heading; all information in Section 6 exclusive of headings	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034249 through 13DELAM-	All information on pages exclusive of paragraph headings and document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF’s efforts to contract for goods or services on favorable terms.</p>

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<b>DOCUMENT</b>	<b>PAGE/LINE/ COLUMN</b>	<b>JUSTIFICATION</b>
WSPOD2-5-034252		<p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5- 034253	All information on page exclusive of document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5- 034254	All information on page exclusive of paragraph headings and document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive</p>

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		business of the provider/owner of the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034255	All information in 1 <sup>st</sup> two paragraphs, all information in 3 <sup>rd</sup> paragraph exclusive of heading and last three lines on page	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034256	All information in 1 <sup>st</sup> four paragraphs	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No.	All information in last seven paragraphs on page	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of</p>

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<b>DOCUMENT</b>	<b>PAGE/LINE/ COLUMN</b>	<b>JUSTIFICATION</b>
5 bearing Bates Nos. 13DELAM-WSP0D2-5-034258		<p>which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034259	All information on page exclusive of document footer	<p>§366.093(3)(d), Fla. Stat. The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034260	All information on page exclusive of paragraph heading and document footer	<p>§366.093(3)(d), Fla. Stat. The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information</p>

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		relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034261	All information in 1 <sup>st</sup> line on page	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034263	1 <sup>st</sup> paragraph, 1 <sup>st</sup> line, last five words, all information on lines 2 through 6	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental	2 <sup>nd</sup> paragraph, 5 <sup>th</sup> line, last	§366.093(3)(d), Fla. Stat.

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<p>Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034264</p>	<p>nine words, all information on lines 6 through 12; all information in last four lines on page</p>	<p>The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
<p>DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034265</p>	<p>All information in 1<sup>st</sup> two paragraphs and last two lines on page</p>	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
<p>DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034266</p>	<p>All information in 1<sup>st</sup> five paragraphs on page</p>	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p>

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		<p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
<p>DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034270</p>	<p>All information in last three lines on page</p>	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
<p>DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034271 through 13DELAM-WSP0D2-5-034274</p>	<p>All information on page exclusive of paragraph headings and document footer</p>	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of</p>

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		the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034275	All information on page exclusive of paragraph headings, Section 25 in its entirety and document footer	<p>§366.093(3)(d), Fla. Stat.            The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.            The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034276	All information in Section 28 exclusive of paragraph heading	<p>§366.093(3)(d), Fla. Stat.            The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.            The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos.	All information on page before Section 29 heading	<p>§366.093(3)(d), Fla. Stat.            The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts</p>



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13DELAM-WSPOD2-5-034277		<p>to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5-034278	All information on page exclusive of 1st two lines, paragraph headings and document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5-034279	All information in 1 <sup>st</sup> five paragraphs	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business</p>

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		interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034280	2 <sup>nd</sup> line, phone number, 3 <sup>rd</sup> line, phone numbers; sll information in Sections 34 and 35 exclusive of paragraph headings and document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034281	All information in 1 <sup>st</sup> two paragraphs including subparagraphs; all information in 3 <sup>rd</sup> paragraph exclusive of header	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs	All information on pages exclusive document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains</p>

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Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034285 through 13DELAM-WSP0D2-5-034289		<p>confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034290 through 13DELAM-WSP0D2-5-034291	All information on page exclusive of paragraph headings and document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-03427920 through 13DELAM-WSP0D2-5-034292	All information on page exclusive of document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.</p>

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		The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034295	All information on page exclusive of paragraph headings and document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034296 through 13DELAM-WSP0D2-5-034302	All information on page exclusive document footer	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>

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DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5-034312	All information in chart at bottom of page exclusive of title and note	<p>§366.093(3)(d), Fla. Stat. The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5-034313	All information in chart at top of page exclusive of title and note	<p>§366.093(3)(d), Fla. Stat. The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSPOD2-5-	All information in paragraphs and subparagraphs (1), (2) and (3) exclusive of headings; last paragraph on page in its entirety	<p>§366.093(3)(d), Fla. Stat. The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services</p>

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034319		<p>on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5- 034320	All information in 1 <sup>st</sup> three full paragraphs at top of page	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5- 034322	All information in paragraphs and sub- paragraphs 1. Through 9. exclusive of headings	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which</p>

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		would impair the competitive business of the provider/owner of the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034323	All information in paragraph numbered 11. Including sub-paragraphs and exclusive of heading, last paragraph in paragraph no. 11 in its entirety	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034325	All information in paragraphs numbered 19 and 20 including sub-paragraphs and exclusive of headings	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of	First paragraph on page, All information in paragraph numbered	§366.093(3)(d), Fla. Stat. The document in question contains confidential contractual

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Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034326	21 exclusive of heading and including subparagraphs (a) through (f) and paragraph numbered 22. exclusive of heading	<p>information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034327	All information in paragraphs and subparagraphs 23 and 24 exclusive of heading, including subparagraphs 23 a) through 23(d) and 24(a) through 24(c)	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034330	All information in third and fourth paragraphs exclusive of headings	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question</p>



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		contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-03432	Employee number, Birthdate and Spouse's Name	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DEF Supplemental Response to White Springs Revised Second Set of Request for Production No. 5 bearing Bates Nos. 13DELAM-WSP0D2-5-034335	Spouse Name and Children's Details	<p>§366.093(3)(d), Fla. Stat.  The document in question contains confidential contractual information, the disclosure of which would impair PEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), Fla. Stat.  The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>