



Dianne M. Triplett
Deputy General Counsel
Duke Energy Florida, LLC.

July 19, 2018

VIA ELECTRONIC FILING

Ms. Carlotta Stauffer, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Application for limited proceeding for recovery of incremental storm restoration costs related to Hurricanes Irma and Nate, by Duke Energy Florida, LLC; Docket No. 20170272-EI*

Dear Ms. Stauffer:

Please find enclosed for electronic filing, on behalf of Duke Energy Florida, LLC ("DEF"), DEF's Request for Confidential Classification filed in connection with DEF's First Supplemental Response to OPC's Second Request for Production of Documents (11-15), filed June 28, 2018.

The filing includes the following:

- DEF's Request for Confidential Classification
- Slipsheet for confidential Exhibit A
- Redacted Exhibit B (two copies)
- Exhibit C (justification matrix), and
- Exhibit D (affidavit of Jason Cutliffe)

Please return DEF's confidential Exhibit A (document no. 04466-2018), filed with DEF's Notice of Intent to Request Confidential Classification on June 28, 2018.

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

s/Dianne M. Triplett

Dianne M. Triplett
Dianne.Triplett@duke-energy.com

DMT/at
Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for limited proceeding for
recovery of incremental storm restoration
costs related to Hurricanes Irma and Nate by
Duke Energy Florida, LLC

Docket No. 20170272-EI

Dated: July 19 2018

**DUKE ENERGY FLORIDA, LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, LLC, (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Request for Confidential Classification for certain information provided in DEF’s First Supplemental Response to the Office of the Public Counsel’s (“OPC”) Second Request for the Production of Documents (Nos. 11-15), filed on June 28, 2018. In support of this Request, DEF states:

1. The information provided in DEF’s First Supplemental Response to OPC’s Second Request for Production of Documents (Nos. 11-15), specifically question 14, contains “proprietary confidential business information” under Section 366.093(3), Florida Statutes.

2. The following exhibits are included with this request:

(a) Sealed Composite Exhibit A is a package containing an unredacted copy of all the documents for which DEF seeks confidential treatment. Composite Exhibit A is being submitted separately in a sealed envelope labeled “CONFIDENTIAL.” In the unredacted version, the information asserted to be confidential is highlighted in yellow.

(b) Composite Exhibit B is a package containing two copies of redacted versions of the documents for which the Company requests confidential classification. The specific

information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) Exhibit C is a table which identifies by page and line the information for which DEF seeks confidential classification and the specific statutory bases for seeking confidential treatment.

(d) Exhibit D is an affidavit attesting to the confidential nature of information identified in this request.

3. As indicated in Exhibit C, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information at issue in DEF’s First Supplemental Response to OPC’s Second Request for the Production of Documents, Question No. 14 relates to correspondence between DEF and Accenture Consulting relating to a pole forensics report which includes employee personnel information. DEF must ensure that sensitive business information such as employee contact information, unrelated to compensation, duties, qualifications, or responsibilities, are kept confidential, the disclosure of which would impair the Company’s to contract on favorable terms. *See* § 366.093(3)(f), F.S.; Affidavit of Jason Cutliffe at ¶ 3. Accordingly, such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

4. Furthermore, the responsive correspondence also reflects contractual vendor costs of Accenture Consulting relating to a pole forensics analysis and report. DEF must ensure that sensitive business information such as contractual vendor invoice costs, are kept confidential, the disclosure of which would impair the Company’s efforts to contract for goods and services on favorable terms. *See* § 366.093(3)(d), F.S.; Affidavit of Jason Cutliffe at ¶ 3. Public disclosure of the confidential

information would violate the confidentiality provisions in DEF's contract with Accenture Consulting and it would impair DEF's ability to contract for similar services on competitive and favorable terms. If other third parties such as competitors are aware of the invoice dollar values submitted by Accenture Consulting, they may offer DEF less competitive contractual terms in future contractual negotiations. *Id.* Accordingly, such information constitutes "proprietary confidential business information" which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

5. The information identified as Exhibit "A" is intended to be and is treated as confidential by the Company. *See* Affidavit of Jason Cutliffe at ¶ 4. The information has not been disclosed to the public, and the Company has treated and continues to treat this information as confidential. *Id.*

6. DEF requests that the information identified in Exhibit A be classified as "proprietary confidential business information" within the meaning of section 366.093(3), F.S., that the information remain confidential for a period of at least 18 months as provided in section 366.093(4) F.S., and that the information be returned as soon as it is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the foregoing reasons, DEF respectfully requests that this Request for Confidential Classification be granted.

RESPECTFULLY SUBMITTED this 19th day of July, 2018.

s/Dianne M. Triplett

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F: 727.820.5041
E: Matthew.Bernier@duke-energy.com

Duke Energy Florida, LLC
Docket No.: 20170272
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail this 19th day of July, 2018 to all parties of record as indicated below.

s/Dianne M. Triplett

Attorney

<p>Kyesha Mapp Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 kmapp@psc.state.fl.us</p> <p>J. R. Kelly / C. Rehwinkel Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399 kelly.jr@leg.state.fl.us rehwinkel.charles@leg.state.fl.us</p> <p>Jon C. Moyle, Jr. / Karen A. Putnal Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, FL 32301 jmoyle@moylelaw.com kputnal@moylelaw.com</p>	<p>James Brew / Laura Wynn Stone Law Firm 1025 Thomas Jefferson St., N.W. Suite 800 West Washington, DC 20007 jbrew@smxblaw.com law@smxblaw.com</p> <p>Robert Scheffel Wright / John T. LaVia, III c/o Gardner Law Firm 1300 Thomaswood Drive Tallahassee, FL 32308 schef@gbwlegal.com jlavia@gbwlegal.com</p> <p>George Cavros, Esq. Southern Alliance for Clean Energy 120 E. Oakland Park Blvd., Suite 105 Fort Lauderdale, FL 33334 george@cavros-law.com</p>
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Exhibit A

“CONFIDENTIAL”

(submitted under separate cover)

Exhibit B

REDACTED
(two copies)

DUKE ENERGY
ACCENTURE

Schedule B

Work Statement No. 1103BD

WS Service Description

Schedule B

WS Service Description

This is **Schedule B** to the Work Statement No. 1103BD (“**Work Statement**”) under the Master Professional Services Agreement by and between Duke Energy and Supplier (the “**Agreement**”). All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement or the Work Statement.

The terms and conditions of Sections 1 and 2 of **Exhibit 2** and all Attachments and appendices to **Exhibit 2** are incorporated herein by reference. In addition, each Section of Exhibit 2 indicated below with a checkmark is also incorporated herein by reference, as the terms of such Sections may be modified as indicated below the applicable Section number.

Section 1. General

Section 2. Application Methodologies, Standards and Architecture

Section 3. Application Planning and Analysis Services

N/A

Section 4. Application Development Services

N/A

Section 5. Application Testing Services

N/A

Section 6. Application Implementation Services

N/A

Section 7. Application Maintenance and Support Services

N/A

Section 8. ADM Management

N/A

Section 9. Staff Supplementation and Project Services

Project Overview

Duke Energy is looking to conduct a comprehensive analysis of forensic data on pole failures that the company collected in the aftermath of Hurricane Irma. The purpose of the study is to determine the correlations and major causes of failure in support of the report that Duke Energy is expected to submit to the Florida PSC in 2018. The specific analyses that Duke Energy wants to conduct are listed below:

Op Center comparisons

- Total vs Broken Pole Population
- Statistical Projection vs Actual Broken Poles
- Broken Poles by Vintage
- Broken Pole vs Projected Winds

System Comparisons

- Broken Poles vs. Inventory Used
- Broken Poles by Failure Mode
- Common Failure Modes
- Poles w/ attachments vs w/o attachments
- The impact of vegetation
- Historical comparisons 2004 vs 2017
- Impact to Storm Hardened circuits
- Performance of Storm Hardened Circuits
- Comparative Analytics of Storm Hardened feeders juxtaposed with the impact of both DE Standards and the ongoing pole replacement program.

Industry Benchmarking Comparisons

- Southeast Electric Exchange Companies
- Other EEI Companies
- Other US Electric Utilities
- Comparative trends and analytics from documented weather events.

Project Services

Supplier will perform the services described below and such tasks, responsibilities and obligations may be revised, supplemented or changed during the period of this WS pursuant to the Change Control Procedures described in the Agreement (collectively, the “Services”).

- i. **Initiative mobilization**
 - a. Confirm project deliverables and hypothesis with the Duke Energy FL team
 - b. Understand the available forensic and weather data available

- c. Organize the available data into a single electronic database (tables) to allow for analysis
 - d. Identify any gaps in the data and develop strategies to gather the missing information
- ii. **Conduct data analysis**
- a. Define the analytic process for each of the hypothesis
 - b. Conduct the regression analysis or apply other analytic methods to allow for statistically valid assessment of the correlations of the different factors
 - c. Identify the key drivers or pole failures and determine the overall cause and effect
 - d. Develop conclusions based on the statistical analysis
- iii. **Perform Benchmark Comparison (Supplier has a storm performance database that includes more than 100 utility responses to major weather events over the last 15 years)**
- a. Gather key statistics from the Duke Energy FL response to Hurricane Irma using a pre-developed template
 - b. Identify the comparable events from the database to benchmark Duke Energy FL response against
 - c. Conduct benchmark comparison and identify key metrics
 - d. Develop conclusions based on the benchmark analysis
- iv. **Synthesize and Summarize**
- a. Prepare a summary report that describes the methodology and conclusions based on the pole failure data analysis and the benchmark comparison.
 - b. Ensure that the summary is suitable for inclusion in the 2018 Duke Energy Report to FPSC and possible hearings regarding the Hurricane Irma restoration.

Project Deliverables

The Project team will work on the Deliverables described below during the term of this WS.

Ref.	Deliverables	Description	Duke Energy	Supplier
1.	Consolidate and Organize Forensic Data	<ul style="list-style-type: none"> Gather the available information and organize it in the electronic format that can be easily analyzed (database of forensic data) 	Assist	Primary
2.	Regression Analyses	<ul style="list-style-type: none"> Confirm the specific hypotheses that Duke Energy wants the analysis to focus on (start with the list provided in the project description above) Conduct regression and other statistical analysis to answer the hypotheses (assume up to 20 hypotheses) 	Assist	Primary
3.	Conduct Benchmark Analysis	<ul style="list-style-type: none"> Gather the key statistics related to the Duke Energy FL response to Hurricane Irma (using the template for the Supplier storm benchmark database) Conduct the benchmark analysis of the Duke Energy FL performance against the comparable events in the database. 	Assist	Primary

Ref.	Deliverables	Description	Duke Energy	Supplier
4.	Executive Summary Report	<ul style="list-style-type: none"> Summarize the findings in a brief report format that is suitable for inclusion in the The final deliverable should be in a format that is suitable for inclusion in the 2018 Duke Energy report to the Florida Public Service Commission (FPSC) and possible hearings regarding the 2017 storm season. 	Assist	Primary

The Party with “Primary” responsibility shall have the obligation of completing the Deliverable and directing the “Assist” responsibility.

The Party with “Assist” responsibility shall assist the Party with “Primary” responsibility.

Project Final Acceptance

Supplier will provide a Project Final Acceptance form to Duke Energy for signature to acknowledge acceptance of the Project Services and Deliverables and completion of the Project.

Deliverable Acceptance

Supplier shall, upon completion of a Deliverable, notify Duke Energy that such Deliverable has been completed and is ready for review and sign off. Promptly after receipt of such notice, Duke Energy shall evaluate the Deliverable for acceptance to determine whether it substantially conforms to the description contained in the WS Deliverables table contained in the WS. The only basis for Acceptance of a Deliverable will be substantial conformance to such Deliverable description. The only basis for rejection of a Deliverable will be the failure of the Deliverable to substantially conform to such Deliverable description. A Deliverable shall be deemed Accepted if Duke Energy has not signed off on the Deliverable after five (5) business days or has not provided, in writing, a written basis for rejection of the Deliverable within five (5) business days from notification that a Deliverable is ready for sign off. This provision shall override the Deliverables Acceptance provision in the Agreement.

Deliverables Sign Off

The appropriate individuals required to sign off will be identified for each Deliverable by the Engagement Managers. The individuals signing off must include at a minimum one (1) Duke Energy team member and one (1) Supplier team member.

Section 10. Systems Integration Services

N/A

Section 11. Problem Management and Help Desk Support

N/A

Section 12. Application Quality Assurance

N/A

Section 13. Application Metrics and Productivity

N/A

Section 14. Third Party Relationships

N/A

Additional Services –

None

DUKE ENERGY

ACCENTURE

Exhibit 15

WORK STATEMENT NO. 1103BD

Exhibit 15

WORK STATEMENT #1103BD

This Work Statement No.1103BD (the “**Work Statement**”) is entered into by and between Duke Energy Business Services LLC, successor in interest to Duke Energy Shared Services, Inc. (“**Duke Energy**”) and Accenture LLP (“**Supplier**”), pursuant to and subject to that certain Master Professional Services Agreement effective as of December 18, 2006 by and between Duke Energy and Supplier (the “**Agreement**”), the terms of which are incorporated herein by reference. Except as expressly set forth in this Work Statement, all applicable terms and conditions of the Agreement shall govern the obligations of Duke Energy and Supplier under this Work Statement.

This Work Statement describes the Services Supplier shall perform and deliver in accordance with this Work Statement and the Agreement.

IN WITNESS WHEREOF, Duke Energy and Supplier have each caused this Work Statement to be executed by its duly authorized representative, effective as of the Work Statement Effective Date set forth in **Section 1** below.

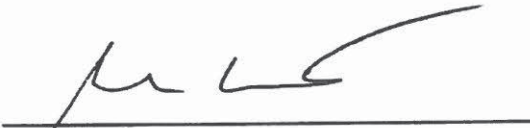
Accenture LLP

By: _____

Print Name: _____

Print Title: _____

Date: _____


 Miki DERIC
 MANAGING DIRECTOR
 11/6/17


Duke Energy Business Services, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____


 Brandi de Talence
 Associate Sourcing Specialist
 11/6/17

1. **Introduction.**

Supplier has carefully reviewed Duke Energy's requirements and has performed the due diligence it deems reasonably necessary prior to execution of this Work Statement.

2. **Work Statement Term.**

The term of this Work Statement shall begin on November 10, 2017 (“**Work Statement Effective Date**”) and continue until December 31, 2017, unless extended or terminated earlier in accordance the terms of the Agreement (“**Work Statement Term**”). For purposes of this Work Statement, the Work Statement Commencement Date shall be the date set forth in **Schedule E** (WS Transition Plan) to this Work Statement.

3. **Definitions.**

Any capitalized terms used in this Work Statement or its Schedules or Attachments but not defined herein or in **Schedule A** (WS Definitions) shall have the meaning ascribed to such terms in the Agreement or **Exhibit 1** (Profile Definitions).

4. **Services.**

Supplier shall provide the Services to Duke Energy and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Work Statement (including the Schedules and Attachments hereto).

5. **Master Professional Services Agreement**

The Agreement contemplates that certain terms and conditions (i) will not apply to this Work Statement, or will be limited in their application to this Work Statement, unless the Parties affirmatively indicate herein that such terms and conditions shall apply or specify the extent to which they are applicable (each an “**Opt-In**” term or condition), or (ii) will apply to this Work Statement unless the Parties affirmatively indicate herein that such terms and conditions are modified in their application to this Work Statement (each an “**Opt-Out**” term or condition). **Annex 1** to this Work Statement contains certain Opt-In and Opt-Out terms and conditions. If an Opt-In provision is checked, the applicable terms and conditions specified in the indicated Section of the Agreement shall apply to this Work Statement as such terms and conditions may be modified herein. If an Opt-Out provision is checked in **Annex 1**, the applicable terms and conditions specified in the indicated Section of the Agreement shall be modified as specified in **Annex 1**.

In addition to the foregoing, the Agreement is modified as and to the extent provided below:

Modifications

N/A

Additions

N/A

Work Statement No. 1103BD

Exhibit 15 – Work Statement

6. Schedules and Attachments.

The following Schedules and Attachments that are indicated with a checkmark are appended to this Work Statement and are hereby incorporated by reference:

Included Attachments	Schedule or Attachment	Title of Schedule or Attachment
<input type="checkbox"/>	Schedule A	WS Definitions
<input checked="" type="checkbox"/>	Schedule B	WS Service Description
<input type="checkbox"/>	Schedule C	WS Service Levels
<input type="checkbox"/>	WS Attachment C.1	Service Levels Matrix
<input type="checkbox"/>	WS Attachment C.2	Service Level Definitions
<input type="checkbox"/>	WS Attachment C.3	Critical Deliverables
<input checked="" type="checkbox"/>	Schedule D	WS Pricing
<input checked="" type="checkbox"/>	WS Attachment D.1	Pricing Forms
<input type="checkbox"/>	WS Attachment D.2	Financial Responsibility Matrix
<input type="checkbox"/>	WS Attachment D.3	Duke Energy Base Case
<input type="checkbox"/>	WS Attachment D.4	Resource Units/Resource Baselines
<input type="checkbox"/>	WS Attachment D.5	Termination Charges
<input type="checkbox"/>	Schedule E	WS Transition Plan
<input type="checkbox"/>	Schedule F	WS Duke Energy Facilities
<input type="checkbox"/>	Schedule G	WS Supplier Facilities
<input type="checkbox"/>	Schedule H	WS Software
<input type="checkbox"/>	Schedule I	WS Equipment
<input type="checkbox"/>	WS Attachment I.1	Duke Energy Provided Equipment
<input type="checkbox"/>	Schedule J	WS Third Party Contracts
<input type="checkbox"/>	Schedule K	WS Key Supplier Personnel
<input type="checkbox"/>	Schedule L	WS Subcontractors

Work Statement No. 1103BD

Exhibit 15 – Work Statement

<input type="checkbox"/>	Schedule M	WS Managed Third Parties
<input type="checkbox"/>	Schedule N	WS Termination/Expiration Rights
<input type="checkbox"/>	Schedule O	WS Reports
<input type="checkbox"/>	Schedule P	WS Satisfaction Survey
<input type="checkbox"/>	Schedule Q	WS Termination Assistance Services

Work Statement No: 1103BD**Annex 1****1. OPT-IN Provisions.**

- a. **Sections 4.1(a)(iii). Services to be Performed by Supplier.**

Indicate whether a Duke Energy Base Case is attached for the purpose of Section 4.1(a)(iii). N/A

- b. **Section 4.2(d): Transition Meeting; Reports.**

Indicate frequency of transition meetings; reports. Parties may choose to reference Schedule E if the relevant information is contained therein. N/A

- c. **Section 4.3(b)(4): Right to Purchase Equipment.**

Indicate whether Duke Energy will have the right to purchase/assume lease for Equipment as provided in Section 4.3(b)(4). N/A

- d. **Section 9.4(d): Industry Standards.**

Indicate any industry standards for which Supplier must achieve and/or maintain certification or compliance (in addition to any such requirements expressly specified in the Agreement). N/A

- e. **Section 13.3(d): Personal Data/Business Associate Agreement.**

Indicate whether Supplier must execute a Business Associate Agreement due to having access to "protected health information" as specified in Section 13.3(d). N/A

2. OPT-OUT Provisions

- a. **Section 4.3(b)(2); Right to Hire Supplier Personnel**

Indicate any Supplier employees that are not eligible for hiring by Duke Energy or the Eligible Recipients N/A

- b. **Sections 9.1(b) and 9.4(c): Policy and Procedures Manual.**

Indicate the extent to which the update to the umbrella Policy and Procedures Manual will be limited with respect to this Work Statement; see Sections 9.1, 9.4(c) of the Agreement. N/A

- c. **Section 14.2(b): Ownership of Duke Energy–Specific Developed Materials**

Indicate any exceptions to the default ownership of Duke Energy-Specific Developed Materials; see Section 14.2(b). N/A

- d. **Section 15.7: Compliance with Laws**

Note any exceptions to the Parties respective obligations with respect to compliance with Laws as specified in Section 15.7 of the Agreement. N/A

- e. **Section 20.2: Termination for Convenience**

Note any change to the default notice period for termination for convenience. N/A

DUKE ENERGY
ACCENTURE

Schedule D

Work Statement No. 1103BD

WS Pricing

Schedule D

WS Pricing

This is **Schedule D** to the Work Statement No. 1103BD (“**Work Statement**”) under the Master Professional Services Agreement by and between Duke Energy and Supplier (the “**Agreement**”). All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement or the Work Statement.

This **Schedule D** is subject to all of the conditions set forth in **Exhibit 4** of the Agreement, unless specifically modified herein or by one of the Attachments specified in Section 2.

1. **Modifications/Additions to Exhibit 4:**

- *None*
- **Limitations on Section 4.6 Rights (Right to In-source or Use of Third Parties).**
- *None.*

2. **Included Attachments.**

Attachment	Attachment Name	Attachment Status	Comment
WS Attachment D.1	Pricing Forms	Attached	
WS Attachment D.2	Financial Responsibilities Matrix Exceptions	Deleted	
WS Attachment D.3	Duke Energy Base Case	Deleted	
WS Attachment D.4	Resource Units / Resource Baselines	Deleted	
WS Attachment D.5	Termination Charges	Deleted	



Authorized Purchase Order

Purchase Order#: 5352564
Revision Number: 0
TD - PO - Engineering - Accenture - Pole Forensics - DEF

Date: 11/3/2017 2:15:06 PM
Company: 000065299005 ACCENTURE LLP
161 NORTH CLARK STREET
Chicago IL 60601-3200 USA
Attention: Miki Deric
Phone#: [REDACTED]
Fax#: [REDACTED]
Sourcing Representative: de Talence, Brandi
Phone#: [REDACTED]
Fax#: N/A
Email: [REDACTED].com

Ship To: St. Petersburg Complex
2501 25TH STREET NORTH
ST PETERSBURG FL 33713 USA

Freight term : Per Contract

Attention : Clanton, Bill

Bill To: PROGRESS ENERGY INC
P O BOX 37929
ST25B
CHARLOTTE NC 28237 USA

Payment Terms: net 45 days

Invoicing:

All original invoices and supporting documentation shall be issued to the 'Bill To:' address, or submitted electronically via email at SupplierServices@Duke-Energy.com. The invoices must reference this Purchase Order- 5352564. Failure to do so may adversely impact invoice processing. Payment term is calculated based on the date an acceptable invoice is received.

Detail of Purchase Order:

Following acceptance and acknowledgement of this purchase order, ACCENTURE LLP (hereinafter referred to as 'Supplier') shall be authorized to provide all materials, and or services necessary to satisfy the requirements of the Purchase Order.

This Purchase Order is entered into by and among Duke Energy Business Services LLC, as agent for and on behalf of Duke Energy Florida, LLC. and all of their agents, successors, or assigns (hereinafter, collectively and individually referred to as "Owner"), and Accenture, LLP ("Contractor") under the terms of the above referenced Purchase Order.

In consideration for the monies to be paid by Owner to Contractor as specified herein, and subject to the terms and conditions of the above referenced Contract, Contractor agrees to perform the following work (hereinafter "Work") and to furnish all labor, tools, materials, equipment, transportation, and supervision necessary therefor:

Contractor shall perform a comprehensive analysis of forensic data on pole failures in the aftermath of Hurricane Irma for Duke Energy Florida. All work performed shall be per the terms and conditions as set forth in the referenced contract, and shall be governed by the Master Professional Services Agreement dated December 18, 2006.

Contractor shall perform the Work on a Time and Material Not to Exceed basis. Upon satisfactory completion of performance by Contractor of the Work described above, Owner will pay Contractor, on a time and material basis, not to exceed [REDACTED] Work shall be performed in accordance with Accenture's proposal dated November 2, 2017.

The awarded Work shall be performed across the following Owner's service area(s): Duke Energy Florida.

An Owner's Designated Representative will be assigned for the administration of this work. All Work shall be performed as directed by Owner's Designated Representative.

The Work shall start and be completed in accordance with schedule defined by Owner's Designated Representative. Time is of the



Authorized
Purchase Order

Purchase Order#: 5352564
Revision Number: 0
TD - PO - Engineering - Accenture - Pole
Forensics - DEF

essence. Actual dates of Work performance shall be coordinated by Owner's Designated Representative.

Invoices for Work performed under this Purchase Order should be submitted in accordance with the attached procedures.

Employment Taxes and Contributions

Contractor assumes exclusive liability for all contributions, taxes or payments required to be made under the applicable federal and state Unemployment Compensation Act, Social Security Acts and all amendments, and by all other current or future acts, federal or state, requiring payment by the Contractor on account of the person hired, employed or paid by Contractor for Work performed under this Contract. When Work is to be performed in South Carolina, Contractor shall submit to Owner, prior to commencement of Work, a properly completed State of South Carolina, Department of Revenue, Nonresident Taxpayer Registration Affidavit Income Tax Withholding form, Form I-312, which will be included as an attachment.

Property Taxes

Owner shall be solely responsible for any ad valorem, property, license, privilege, excise, or similar taxes lawfully imposed on property owned by Owner. Contractor and its Subcontractors shall be solely responsible for any ad valorem, property, license, privilege, excise or similar taxes lawfully imposed on property owned by Contractor and its Subcontractors, respectively that is used for but not incorporated into the Work.

Sales and Use Taxes

Contractor assumes exclusive liability for all sales, use or privilege taxes applicable to any materials, supplies, equipment or tools purchased, rented, leased, used or otherwise consumed by Contractor in conjunction with the performance of the Work.

Contractor shall invoice the sale of tangible personal property separately from the provision of labor or services. Tangible personal property includes materials, parts or other property that Contractor installs, incorporates, furnishes or otherwise supplies for Owner's use or consumption that becomes the property of Owner. Invoices for tangible personal property sold to Owner shall contain a note stating, "Property Transferred to Owner."


Contractor shall pay the lowest allowable sales, use or privilege tax rate under law for materials and supplies under this Contract. This requirement includes Contractor obtaining resale or exemption certificates and providing them to its own vendors whenever allowable under the law. Invoices or reimbursement requests submitted which reflect or include a payment of tax at a higher rate than required or allowed by law shall be reduced to reflect only the amount Contractor was legally required to pay. Owner is not liable for any excess amount paid by Contractor.

Subject to the above conditions and all conditions set forth in the above-reference Contract, all payments, excluding final payment, will be made not later than thirty (30) days after receipt of Contractor's invoice. Final payment shall be made not later than thirty (30) days after receipt of Contractor's invoice and all of the following have been completed:

- (1) All Work has been completed and accepted, including outstanding punch list items, final cleanup, testing, demobilization, and receipt of all required documentation by Owner.
- (2) A correct invoice covering the Work has been presented to Owner.

Contractor, Contractor's employees, and employees of Contractor's subcontractor(s) performing Work under this Contract shall comply with Owner's Code of Ethics. Owner will make the Code of Ethics available to Contractor in order for Contractor to provide a copy to any employee with (i) a presence for a single period of 15 calendar days or more upon property owned or leased by Owner (except right-of ways) or any of Owner's subsidiaries or affiliates and/or (ii) access to Owner's business critical infrastructure and/or (iii) security badge access to Owner facilities. Each such employee shall sign an Acknowledgment Form in substantially the form set forth by Owner. Contractor shall retain the signed forms for Owner audit purposes for the term of the Contract plus one (1) year. The audit right provided herein shall not be restricted by any other audit provisions of the Contract. Contractor shall not be required to obtain signatures on Acknowledgment Forms for those employees assigned to Owner sites exclusively to provide storm support.

Contractor, Contractor's employees, and employees of Contractor's subcontractor(s) performing Work under this Contract are

 <small>PROGRESS ENERGY INC</small>	Authorized	Purchase Order#: 5352564
	Purchase Order	Revision Number: 0
		TD - PO - Engineering - Accenture - Pole Forensics - DEF

obligated to comply with all applicable laws and regulations and with all applicable health, safety and security rules, programs and procedures. The Owner Code of Ethics identifies principles concerning lawful and ethical conduct that must be followed by Contractor's employees in the performance of Work. The Code of Ethics also provides for an AlertLine reporting mechanism that enables the reporting of suspected violations of law and of the Code of Ethics as a part of Owner's program to prevent and detect violations of law and criminal or unethical conduct.

As required by the Insurance Section of the Contract, before any Work is performed and before any invoices are paid for Work performed under this Purchase Order, written proof of compliance with the insurance requirements of the above-referenced Contract must be on file with Owner on a certificate executed by an authorized representative of Contractor's insurer and identified by the Owner Contract number.

If any conflicts exist between the provisions of this Purchase Order and the provisions of the Contract under which this work is let, or any Amendment to this Contract, the provisions of this Purchase Order shall govern the Work described above. All other items in the Contract or Contract Amendments remain unaffected by this Purchase Order.

This Purchase Order and the Contract, as amended, embody the entire agreement between Owner and Contractor for the Work described above. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth within this document, itself. No changes, modifications, or amendments of any terms and conditions of this Purchase Order are valid or binding unless agreed to by both parties in writing and signed by their authorized agents.

Owner and Contractor acknowledge that contract, Purchase Order and amendment documents requiring signatures may be transmitted electronically. Owner and Contractor stipulate that if this Purchase Order 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.

The scope shall be defined as follows:


<u>Line#</u>	<u>Item #</u>	<u>Catalog #</u>	<u>Required Date</u>	<u>Contract Ref #</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Line Cost</u>	<u>Vendor Date</u>
Line 1			11/03/2017			DO			

Mfr: Mfr Model #: Mfr Part #: SDS Req'd (Y/N):

Item Description: Pole Forensics

Provide comprehensive analysis and benchmarking on the performance of Pole Forensics and Storm Hardened circuits after significant weather events, including mid-level storms, Hurricanes, etc.

Total PO Cost: [REDACTED]

 <small>PROGRESS ENERGY INC</small>	Authorized	Purchase Order#: 5352564
	Purchase Order	Revision Number: 0
		TD - PO - Engineering - Accenture - Pole Forensics - DEF

BUYER DEFINED

PO 5352564 is governed by the terms and conditions in Master Professional Services Agreement dated December 18, 2006.

ACKNOWLEDGEMENT

Please sign and return a copy of this agreement indicating that you have received the Purchasing Document, that pricing, terms and delivery dates are accurate and that you accept the terms of the agreement. Any required changes should be indicated below and returned or the Sourcing Representative should be contacted. Executing the work without providing a signed acknowledgement shall be deemed to be acceptance of this Purchasing Document in its entirety.



Company Authorized Signature

Miki Deak, MANAGING DIRECTOR

Print Name & Title


11/3/17

Date Signed



Telephone Number

This acknowledgement must be returned via email to:



Duke Energy Authorized Signature

Brandi de Talence, Associate Sourcing Specialist

Print Name/Title:

11/6/17

Date Signed



Telephone Number / Fax Number

***** End Of The Document *****



**DUKE ENERGY
MASTER PROFESSIONAL SERVICES AGREEMENT**

WORK STATEMENT ATTACHMENT D.1

**Attachment to Exhibit 15 (Form of Work Statement)
Attachment to Schedule D (Work Statement Pricing Forms)**

Duke WCR1103BD

2-Nov-17

This document contains confidential and proprietary information of Duke. It is furnished for evaluation purposes of, and preparation of a response to, this MPSA. Except with the express prior written permission of Duke, this document and the information c

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DUKE ENERGY	2015	2016	2017	2018	TOTAL
Time and Materials Pricing					
T&M Detail Charges	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
Volume Discount	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
T&M Pass-through Expenses	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
					\$
Sub-Total T&M Charges	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
					\$
T&M estimated taxes					\$
					\$
Grand Total T&M Charges	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]

REDACTED

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2013

Business Income										Withholdings											
Partner's Name	Partner's SSN	Partner's EIN	Partner's Address	Partner's City	Partner's State	Partner's Zip	Partner's Country	Partner's Tax Status	Partner's Filing Status	Partner's Date of Birth	Partner's Date of Death	Partner's Date of Separation	Partner's Date of Divorce	Partner's Date of Annulment	Partner's Date of Remarriage	Partner's Date of Recapture	Partner's Date of Termination	Partner's Date of Revocation	Partner's Date of Revocation	Partner's Date of Revocation	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2014

Business Income										Withholdings											
Partner's Name	Partner's SSN	Partner's EIN	Partner's Address	Partner's City	Partner's State	Partner's Zip	Partner's Country	Partner's Tax Status	Partner's Filing Status	Partner's Date of Birth	Partner's Date of Death	Partner's Date of Separation	Partner's Date of Divorce	Partner's Date of Annulment	Partner's Date of Remarriage	Partner's Date of Recapture	Partner's Date of Termination	Partner's Date of Revocation	Partner's Date of Revocation	Partner's Date of Revocation	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Partner's Name	Partner's SSN	Partner's EIN	Partner's Address	Partner's City	Partner's State	Partner's Zip	Partner's Country	Partner's Tax Status	Partner's Filing Status	Partner's Date of Birth	Partner's Date of Death	Partner's Date of Separation	Partner's Date of Divorce	Partner's Date of Annulment	Partner's Date of Remarriage	Partner's Date of Recapture	Partner's Date of Termination	Partner's Date of Revocation	Partner's Date of Revocation	Partner's Date of Revocation	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

REDACTED

Exhibit B
(2nd copy)

DUKE ENERGY
ACCENTURE

Schedule B

Work Statement No. 1103BD

WS Service Description

Schedule B

WS Service Description

This is **Schedule B** to the Work Statement No. 1103BD (“**Work Statement**”) under the Master Professional Services Agreement by and between Duke Energy and Supplier (the “**Agreement**”). All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement or the Work Statement.

The terms and conditions of Sections 1 and 2 of **Exhibit 2** and all Attachments and appendices to **Exhibit 2** are incorporated herein by reference. In addition, each Section of Exhibit 2 indicated below with a checkmark is also incorporated herein by reference, as the terms of such Sections may be modified as indicated below the applicable Section number.

Section 1. General

Section 2. Application Methodologies, Standards and Architecture

Section 3. Application Planning and Analysis Services

N/A

Section 4. Application Development Services

N/A

Section 5. Application Testing Services

N/A

Section 6. Application Implementation Services

N/A

Section 7. Application Maintenance and Support Services

N/A

Section 8. ADM Management

N/A

Section 9. Staff Supplementation and Project Services

Project Overview

Duke Energy is looking to conduct a comprehensive analysis of forensic data on pole failures that the company collected in the aftermath of Hurricane Irma. The purpose of the study is to determine the correlations and major causes of failure in support of the report that Duke Energy is expected to submit to the Florida PSC in 2018. The specific analyses that Duke Energy wants to conduct are listed below:

Op Center comparisons

- Total vs Broken Pole Population
- Statistical Projection vs Actual Broken Poles
- Broken Poles by Vintage
- Broken Pole vs Projected Winds

System Comparisons

- Broken Poles vs. Inventory Used
- Broken Poles by Failure Mode
- Common Failure Modes
- Poles w/ attachments vs w/o attachments
- The impact of vegetation
- Historical comparisons 2004 vs 2017
- Impact to Storm Hardened circuits
- Performance of Storm Hardened Circuits
- Comparative Analytics of Storm Hardened feeders juxtaposed with the impact of both DE Standards and the ongoing pole replacement program.

Industry Benchmarking Comparisons

- Southeast Electric Exchange Companies
- Other EEI Companies
- Other US Electric Utilities
- Comparative trends and analytics from documented weather events.

Project Services

Supplier will perform the services described below and such tasks, responsibilities and obligations may be revised, supplemented or changed during the period of this WS pursuant to the Change Control Procedures described in the Agreement (collectively, the “Services”).

- i. **Initiative mobilization**
 - a. Confirm project deliverables and hypothesis with the Duke Energy FL team
 - b. Understand the available forensic and weather data available

- c. Organize the available data into a single electronic database (tables) to allow for analysis
 - d. Identify any gaps in the data and develop strategies to gather the missing information
- ii. **Conduct data analysis**
- a. Define the analytic process for each of the hypothesis
 - b. Conduct the regression analysis or apply other analytic methods to allow for statistically valid assessment of the correlations of the different factors
 - c. Identify the key drivers or pole failures and determine the overall cause and effect
 - d. Develop conclusions based on the statistical analysis
- iii. **Perform Benchmark Comparison (Supplier has a storm performance database that includes more than 100 utility responses to major weather events over the last 15 years)**
- a. Gather key statistics from the Duke Energy FL response to Hurricane Irma using a pre-developed template
 - b. Identify the comparable events from the database to benchmark Duke Energy FL response against
 - c. Conduct benchmark comparison and identify key metrics
 - d. Develop conclusions based on the benchmark analysis
- iv. **Synthesize and Summarize**
- a. Prepare a summary report that describes the methodology and conclusions based on the pole failure data analysis and the benchmark comparison.
 - b. Ensure that the summary is suitable for inclusion in the 2018 Duke Energy Report to FPSC and possible hearings regarding the Hurricane Irma restoration.

Project Deliverables

The Project team will work on the Deliverables described below during the term of this WS.

Ref.	Deliverables	Description	Duke Energy	Supplier
1.	Consolidate and Organize Forensic Data	<ul style="list-style-type: none"> Gather the available information and organize it in the electronic format that can be easily analyzed (database of forensic data) 	Assist	Primary
2.	Regression Analyses	<ul style="list-style-type: none"> Confirm the specific hypotheses that Duke Energy wants the analysis to focus on (start with the list provided in the project description above) Conduct regression and other statistical analysis to answer the hypotheses (assume up to 20 hypotheses) 	Assist	Primary
3.	Conduct Benchmark Analysis	<ul style="list-style-type: none"> Gather the key statistics related to the Duke Energy FL response to Hurricane Irma (using the template for the Supplier storm benchmark database) Conduct the benchmark analysis of the Duke Energy FL performance against the comparable events in the database. 	Assist	Primary

Ref.	Deliverables	Description	Duke Energy	Supplier
4.	Executive Summary Report	<ul style="list-style-type: none"> Summarize the findings in a brief report format that is suitable for inclusion in the The final deliverable should be in a format that is suitable for inclusion in the 2018 Duke Energy report to the Florida Public Service Commission (FPSC) and possible hearings regarding the 2017 storm season. 	Assist	Primary

The Party with “Primary” responsibility shall have the obligation of completing the Deliverable and directing the “Assist” responsibility.

The Party with “Assist” responsibility shall assist the Party with “Primary” responsibility.

Project Final Acceptance

Supplier will provide a Project Final Acceptance form to Duke Energy for signature to acknowledge acceptance of the Project Services and Deliverables and completion of the Project.

Deliverable Acceptance

Supplier shall, upon completion of a Deliverable, notify Duke Energy that such Deliverable has been completed and is ready for review and sign off. Promptly after receipt of such notice, Duke Energy shall evaluate the Deliverable for acceptance to determine whether it substantially conforms to the description contained in the WS Deliverables table contained in the WS. The only basis for Acceptance of a Deliverable will be substantial conformance to such Deliverable description. The only basis for rejection of a Deliverable will be the failure of the Deliverable to substantially conform to such Deliverable description. A Deliverable shall be deemed Accepted if Duke Energy has not signed off on the Deliverable after five (5) business days or has not provided, in writing, a written basis for rejection of the Deliverable within five (5) business days from notification that a Deliverable is ready for sign off. This provision shall override the Deliverables Acceptance provision in the Agreement.

Deliverables Sign Off

The appropriate individuals required to sign off will be identified for each Deliverable by the Engagement Managers. The individuals signing off must include at a minimum one (1) Duke Energy team member and one (1) Supplier team member.

Section 10. Systems Integration Services

N/A

Section 11. Problem Management and Help Desk Support

N/A

Section 12. Application Quality Assurance

N/A

Section 13. Application Metrics and Productivity

N/A

Section 14. Third Party Relationships

N/A

Additional Services –

None

DUKE ENERGY

ACCENTURE

Exhibit 15

WORK STATEMENT NO. 1103BD

Exhibit 15

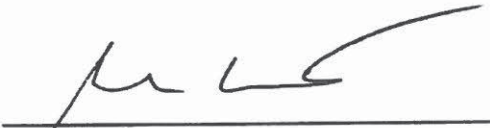
WORK STATEMENT #1103BD

This Work Statement No.1103BD (the “**Work Statement**”) is entered into by and between Duke Energy Business Services LLC, successor in interest to Duke Energy Shared Services, Inc. (“**Duke Energy**”) and Accenture LLP (“**Supplier**”), pursuant to and subject to that certain Master Professional Services Agreement effective as of December 18, 2006 by and between Duke Energy and Supplier (the “**Agreement**”), the terms of which are incorporated herein by reference. Except as expressly set forth in this Work Statement, all applicable terms and conditions of the Agreement shall govern the obligations of Duke Energy and Supplier under this Work Statement.


This Work Statement describes the Services Supplier shall perform and deliver in accordance with this Work Statement and the Agreement.

IN WITNESS WHEREOF, Duke Energy and Supplier have each caused this Work Statement to be executed by its duly authorized representative, effective as of the Work Statement Effective Date set forth in **Section 1** below.

Accenture LLP

By: 
 Print Name: Miki DERIC
 Print Title: MANAGING DIRECTOR
 Date: 11/6/17

Duke Energy Business Services, LLC

By: 
 Print Name: Brandi de Talence
 Print Title: Associate Sourcing Specialist
 Date: 11/6/17

1. **Introduction.**

Supplier has carefully reviewed Duke Energy's requirements and has performed the due diligence it deems reasonably necessary prior to execution of this Work Statement.

2. **Work Statement Term.**

The term of this Work Statement shall begin on November 10, 2017 (“**Work Statement Effective Date**”) and continue until December 31, 2017, unless extended or terminated earlier in accordance the terms of the Agreement (“**Work Statement Term**”). For purposes of this Work Statement, the Work Statement Commencement Date shall be the date set forth in **Schedule E** (WS Transition Plan) to this Work Statement.

3. **Definitions.**

Any capitalized terms used in this Work Statement or its Schedules or Attachments but not defined herein or in **Schedule A** (WS Definitions) shall have the meaning ascribed to such terms in the Agreement or **Exhibit 1** (Profile Definitions).

4. **Services.**

Supplier shall provide the Services to Duke Energy and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Work Statement (including the Schedules and Attachments hereto).

5. **Master Professional Services Agreement**

The Agreement contemplates that certain terms and conditions (i) will not apply to this Work Statement, or will be limited in their application to this Work Statement, unless the Parties affirmatively indicate herein that such terms and conditions shall apply or specify the extent to which they are applicable (each an “**Opt-In**” term or condition), or (ii) will apply to this Work Statement unless the Parties affirmatively indicate herein that such terms and conditions are modified in their application to this Work Statement (each an “**Opt-Out**” term or condition). **Annex 1** to this Work Statement contains certain Opt-In and Opt-Out terms and conditions. If an Opt-In provision is checked, the applicable terms and conditions specified in the indicated Section of the Agreement shall apply to this Work Statement as such terms and conditions may be modified herein. If an Opt-Out provision is checked in **Annex 1**, the applicable terms and conditions specified in the indicated Section of the Agreement shall be modified as specified in **Annex 1**.

In addition to the foregoing, the Agreement is modified as and to the extent provided below:

Modifications

N/A

Additions

N/A

Work Statement No. 1103BD

Exhibit 15 – Work Statement

6. Schedules and Attachments.

The following Schedules and Attachments that are indicated with a checkmark are appended to this Work Statement and are hereby incorporated by reference:

Included Attachments	Schedule or Attachment	Title of Schedule or Attachment
<input type="checkbox"/>	Schedule A	WS Definitions
<input checked="" type="checkbox"/>	Schedule B	WS Service Description
<input type="checkbox"/>	Schedule C	WS Service Levels
<input type="checkbox"/>	WS Attachment C.1	Service Levels Matrix
<input type="checkbox"/>	WS Attachment C.2	Service Level Definitions
<input type="checkbox"/>	WS Attachment C.3	Critical Deliverables
<input checked="" type="checkbox"/>	Schedule D	WS Pricing
<input checked="" type="checkbox"/>	WS Attachment D.1	Pricing Forms
<input type="checkbox"/>	WS Attachment D.2	Financial Responsibility Matrix
<input type="checkbox"/>	WS Attachment D.3	Duke Energy Base Case
<input type="checkbox"/>	WS Attachment D.4	Resource Units/Resource Baselines
<input type="checkbox"/>	WS Attachment D.5	Termination Charges
<input type="checkbox"/>	Schedule E	WS Transition Plan
<input type="checkbox"/>	Schedule F	WS Duke Energy Facilities
<input type="checkbox"/>	Schedule G	WS Supplier Facilities
<input type="checkbox"/>	Schedule H	WS Software
<input type="checkbox"/>	Schedule I	WS Equipment
<input type="checkbox"/>	WS Attachment I.1	Duke Energy Provided Equipment
<input type="checkbox"/>	Schedule J	WS Third Party Contracts
<input type="checkbox"/>	Schedule K	WS Key Supplier Personnel
<input type="checkbox"/>	Schedule L	WS Subcontractors

Work Statement No. 1103BD

Exhibit 15 – Work Statement

<input type="checkbox"/>	Schedule M	WS Managed Third Parties
<input type="checkbox"/>	Schedule N	WS Termination/Expiration Rights
<input type="checkbox"/>	Schedule O	WS Reports
<input type="checkbox"/>	Schedule P	WS Satisfaction Survey
<input type="checkbox"/>	Schedule Q	WS Termination Assistance Services

Work Statement No: 1103BD**Annex 1****1. OPT-IN Provisions.**

- a. **Sections 4.1(a)(iii). Services to be Performed by Supplier.**

Indicate whether a Duke Energy Base Case is attached for the purpose of Section 4.1(a)(iii). N/A

- b. **Section 4.2(d): Transition Meeting; Reports.**

Indicate frequency of transition meetings; reports. Parties may choose to reference Schedule E if the relevant information is contained therein. N/A

- c. **Section 4.3(b)(4): Right to Purchase Equipment.**

Indicate whether Duke Energy will have the right to purchase/assume lease for Equipment as provided in Section 4.3(b)(4). N/A

- d. **Section 9.4(d): Industry Standards.**

Indicate any industry standards for which Supplier must achieve and/or maintain certification or compliance (in addition to any such requirements expressly specified in the Agreement). N/A

- e. **Section 13.3(d): Personal Data/Business Associate Agreement.**

Indicate whether Supplier must execute a Business Associate Agreement due to having access to "protected health information" as specified in Section 13.3(d). N/A

2. OPT-OUT Provisions

- a. **Section 4.3(b)(2); Right to Hire Supplier Personnel**

Indicate any Supplier employees that are not eligible for hiring by Duke Energy or the Eligible Recipients N/A

- b. **Sections 9.1(b) and 9.4(c): Policy and Procedures Manual.**

Indicate the extent to which the update to the umbrella Policy and Procedures Manual will be limited with respect to this Work Statement; see Sections 9.1, 9.4(c) of the Agreement. N/A

- c. **Section 14.2(b): Ownership of Duke Energy–Specific Developed Materials**

Indicate any exceptions to the default ownership of Duke Energy-Specific Developed Materials; see Section 14.2(b). N/A

- d. **Section 15.7: Compliance with Laws**

Note any exceptions to the Parties respective obligations with respect to compliance with Laws as specified in Section 15.7 of the Agreement. N/A

- e. **Section 20.2: Termination for Convenience**

Note any change to the default notice period for termination for convenience. N/A

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Schedule D

Work Statement No. 1103BD

WS Pricing

Schedule D

WS Pricing

This is **Schedule D** to the Work Statement No. 1103BD (“**Work Statement**”) under the Master Professional Services Agreement by and between Duke Energy and Supplier (the “**Agreement**”). All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement or the Work Statement.

This **Schedule D** is subject to all of the conditions set forth in **Exhibit 4** of the Agreement, unless specifically modified herein or by one of the Attachments specified in Section 2.

1. **Modifications/Additions to Exhibit 4:**

- *None*
- **Limitations on Section 4.6 Rights (Right to In-source or Use of Third Parties).**
- *None.*

2. **Included Attachments.**

Attachment	Attachment Name	Attachment Status	Comment
WS Attachment D.1	Pricing Forms	Attached	
WS Attachment D.2	Financial Responsibilities Matrix Exceptions	Deleted	
WS Attachment D.3	Duke Energy Base Case	Deleted	
WS Attachment D.4	Resource Units / Resource Baselines	Deleted	
WS Attachment D.5	Termination Charges	Deleted	



Authorized
Purchase Order

Purchase Order#: 5352564
Revision Number: 0
TD - PO - Engineering - Accenture - Pole
Forensics - DEF

Date: 11/3/2017 2:15:06 PM
Company: 000065299005
ACCENTURE LLP
161 NORTH CLARK STREET
Chicago IL 60601-3200 USA

Ship To:
St. Petersburg Complex
2501 25TH STREET NORTH
ST PETERSBURG FL 33713 USA

Attention: Miki Deric

Phone#: [REDACTED]
Fax#: [REDACTED]

Freight term : Per Contract

Sourcing Representative: de Talence, Brandi
Phone#: [REDACTED]
Fax#: N/A
Email: [REDACTED].com

Attention : Clanton, Bill

Bill To:
PROGRESS ENERGY INC
P O BOX 37929
ST25B
CHARLOTTE NC 28237 USA

Payment Terms: net 45 days

Invoicing:

All original invoices and supporting documentation shall be issued to the 'Bill To:' address, or submitted electronically via email at **SupplierServices@Duke-Energy.com**. The invoices must reference this Purchase Order- **5352564**. Failure to do so may adversely impact invoice processing. Payment term is calculated based on the date an acceptable invoice is received.

Detail of Purchase Order:

Following acceptance and acknowledgement of this purchase order, ACCENTURE LLP (hereinafter referred to as 'Supplier') shall be authorized to provide all materials, and or services necessary to satisfy the requirements of the Purchase Order.

This Purchase Order is entered into by and among Duke Energy Business Services LLC, as agent for and on behalf of Duke Energy Florida, LLC. and all of their agents, successors, or assigns (hereinafter, collectively and individually referred to as "Owner"), and Accenture, LLP ("Contractor") under the terms of the above referenced Purchase Order.

In consideration for the monies to be paid by Owner to Contractor as specified herein, and subject to the terms and conditions of the above referenced Contract, Contractor agrees to perform the following work (hereinafter "Work") and to furnish all labor, tools, materials, equipment, transportation, and supervision necessary therefor:

Contractor shall perform a comprehensive analysis of forensic data on pole failures in the aftermath of Hurricane Irma for Duke Energy Florida. All work performed shall be per the terms and conditions as set forth in the referenced contract, and shall be governed by the Master Professional Services Agreement dated December 18, 2006.

Contractor shall perform the Work on a Time and Material Not to Exceed basis. Upon satisfactory completion of performance by Contractor of the Work described above, Owner will pay Contractor, on a time and material basis, not to exceed [REDACTED] Work shall be performed in accordance with Accenture's proposal dated November 2, 2017.

The awarded Work shall be performed across the following Owner's service area(s): Duke Energy Florida.

An Owner's Designated Representative will be assigned for the administration of this work. All Work shall be performed as directed by Owner's Designated Representative.

The Work shall start and be completed in accordance with schedule defined by Owner's Designated Representative. Time is of the



Authorized
Purchase Order

Purchase Order#: 5352564
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essence. Actual dates of Work performance shall be coordinated by Owner's Designated Representative.

Invoices for Work performed under this Purchase Order should be submitted in accordance with the attached procedures.

Employment Taxes and Contributions

Contractor assumes exclusive liability for all contributions, taxes or payments required to be made under the applicable federal and state Unemployment Compensation Act, Social Security Acts and all amendments, and by all other current or future acts, federal or state, requiring payment by the Contractor on account of the person hired, employed or paid by Contractor for Work performed under this Contract. When Work is to be performed in South Carolina, Contractor shall submit to Owner, prior to commencement of Work, a properly completed State of South Carolina, Department of Revenue, Nonresident Taxpayer Registration Affidavit Income Tax Withholding form, Form I-312, which will be included as an attachment.

Property Taxes

Owner shall be solely responsible for any ad valorem, property, license, privilege, excise, or similar taxes lawfully imposed on property owned by Owner. Contractor and its Subcontractors shall be solely responsible for any ad valorem, property, license, privilege, excise or similar taxes lawfully imposed on property owned by Contractor and its Subcontractors, respectively that is used for but not incorporated into the Work.

Sales and Use Taxes

Contractor assumes exclusive liability for all sales, use or privilege taxes applicable to any materials, supplies, equipment or tools purchased, rented, leased, used or otherwise consumed by Contractor in conjunction with the performance of the Work.

Contractor shall invoice the sale of tangible personal property separately from the provision of labor or services. Tangible personal property includes materials, parts or other property that Contractor installs, incorporates, furnishes or otherwise supplies for Owner's use or consumption that becomes the property of Owner. Invoices for tangible personal property sold to Owner shall contain a note stating, "Property Transferred to Owner."


Contractor shall pay the lowest allowable sales, use or privilege tax rate under law for materials and supplies under this Contract. This requirement includes Contractor obtaining resale or exemption certificates and providing them to its own vendors whenever allowable under the law. Invoices or reimbursement requests submitted which reflect or include a payment of tax at a higher rate than required or allowed by law shall be reduced to reflect only the amount Contractor was legally required to pay. Owner is not liable for any excess amount paid by Contractor.

Subject to the above conditions and all conditions set forth in the above-reference Contract, all payments, excluding final payment, will be made not later than thirty (30) days after receipt of Contractor's invoice. Final payment shall be made not later than thirty (30) days after receipt of Contractor's invoice and all of the following have been completed:

- (1) All Work has been completed and accepted, including outstanding punch list items, final cleanup, testing, demobilization, and receipt of all required documentation by Owner.
- (2) A correct invoice covering the Work has been presented to Owner.

Contractor, Contractor's employees, and employees of Contractor's subcontractor(s) performing Work under this Contract shall comply with Owner's Code of Ethics. Owner will make the Code of Ethics available to Contractor in order for Contractor to provide a copy to any employee with (i) a presence for a single period of 15 calendar days or more upon property owned or leased by Owner (except right-of ways) or any of Owner's subsidiaries or affiliates and/or (ii) access to Owner's business critical infrastructure and/or (iii) security badge access to Owner facilities. Each such employee shall sign an Acknowledgment Form in substantially the form set forth by Owner. Contractor shall retain the signed forms for Owner audit purposes for the term of the Contract plus one (1) year. The audit right provided herein shall not be restricted by any other audit provisions of the Contract. Contractor shall not be required to obtain signatures on Acknowledgment Forms for those employees assigned to Owner sites exclusively to provide storm support.

Contractor, Contractor's employees, and employees of Contractor's subcontractor(s) performing Work under this Contract are

 <small>PROGRESS ENERGY INC</small>	Authorized	Purchase Order#: 5352564
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		TD - PO - Engineering - Accenture - Pole Forensics - DEF

obligated to comply with all applicable laws and regulations and with all applicable health, safety and security rules, programs and procedures. The Owner Code of Ethics identifies principles concerning lawful and ethical conduct that must be followed by Contractor's employees in the performance of Work. The Code of Ethics also provides for an AlertLine reporting mechanism that enables the reporting of suspected violations of law and of the Code of Ethics as a part of Owner's program to prevent and detect violations of law and criminal or unethical conduct.

As required by the Insurance Section of the Contract, before any Work is performed and before any invoices are paid for Work performed under this Purchase Order, written proof of compliance with the insurance requirements of the above-referenced Contract must be on file with Owner on a certificate executed by an authorized representative of Contractor's insurer and identified by the Owner Contract number.

If any conflicts exist between the provisions of this Purchase Order and the provisions of the Contract under which this work is let, or any Amendment to this Contract, the provisions of this Purchase Order shall govern the Work described above. All other items in the Contract or Contract Amendments remain unaffected by this Purchase Order.

This Purchase Order and the Contract, as amended, embody the entire agreement between Owner and Contractor for the Work described above. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth within this document, itself. No changes, modifications, or amendments of any terms and conditions of this Purchase Order are valid or binding unless agreed to by both parties in writing and signed by their authorized agents.

Owner and Contractor acknowledge that contract, Purchase Order and amendment documents requiring signatures may be transmitted electronically. Owner and Contractor stipulate that if this Purchase Order 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.

The scope shall be defined as follows:


Line#	Item #	Catalog #	Required Date	Contract Ref #	Qty	Units	Unit Cost	Line Cost	Vendor Date
Line 1			11/03/2017			DO			

Mfr: Mfr Model #: Mfr Part #: SDS Req'd (Y/N):

Item Description: Pole Forensics

Provide comprehensive analysis and benchmarking on the performance of Pole Forensics and Storm Hardened circuits after significant weather events, including mid-level storms, Hurricanes, etc.

Total PO Cost: [REDACTED]

 <small>PROGRESS ENERGY INC</small>	Authorized	Purchase Order#: 5352564
	Purchase Order	Revision Number: 0
		TD - PO - Engineering - Accenture - Pole Forensics - DEF

BUYER DEFINED

PO 5352564 is governed by the terms and conditions in Master Professional Services Agreement dated December 18, 2006.

ACKNOWLEDGEMENT

Please sign and return a copy of this agreement indicating that you have received the Purchasing Document, that pricing, terms and delivery dates are accurate and that you accept the terms of the agreement. Any required changes should be indicated below and returned or the Sourcing Representative should be contacted. Executing the work without providing a signed acknowledgement shall be deemed to be acceptance of this Purchasing Document in its entirety.



 Company Authorized Signature

Miki Deak, MANAGING DIRECTOR

 Print Name & Title


11/3/17

 Date Signed



 Telephone Number

This acknowledgement must be returned via email to:



 Duke Energy Authorized Signature

Brandi de Talence, Associate Sourcing Specialist

 Print Name/Title:

11/6/17

 Date Signed



 Telephone Number / Fax Number

***** End Of The Document *****



**DUKE ENERGY
MASTER PROFESSIONAL SERVICES AGREEMENT**

WORK STATEMENT ATTACHMENT D.1

**Attachment to Exhibit 15 (Form of Work Statement)
Attachment to Schedule D (Work Statement Pricing Forms)**

Duke WCR1103BD

2-Nov-17

This document contains confidential and proprietary information of Duke. It is furnished for evaluation purposes of, and preparation of a response to, this MPSA. Except with the express prior written permission of Duke, this document and the information c

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DUKE ENERGY	2015	2016	2017	2018	TOTAL
Time and Materials Pricing					
T&M Detail Charges	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
Volume Discount	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
T&M Pass-through Expenses	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
					\$
Sub-Total T&M Charges	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]
					\$
T&M estimated taxes					\$
					\$
Grand Total T&M Charges	\$ -	\$ -	\$ [REDACTED]	\$ -	\$ [REDACTED]

REDACTED

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Business Summary										Work Schedule Table										
Project ID	Project Name	Start Date	End Date	Location	Project Manager	Project Status	Project Budget	Project Cost	Project Profit	Project Risk	Project Complexity	Project Duration	Project Size	Project Type	Project Category	Project Sub-category	Project Phase	Project Milestone	Project Deliverable	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Project ID	Project Name	Start Date	End Date	Location	Project Manager	Project Status	Project Budget	Project Cost	Project Profit	Project Risk	Project Complexity	Project Duration	Project Size	Project Type	Project Category	Project Sub-category	Project Phase	Project Milestone	Project Deliverable	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

REDACTED

**DUKE ENERGY FLORIDA
Confidentiality Justification Matrix**

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>DEF's First Supplemental Response to OPC's Second Request for Production of Documents, question no. 14</p>	<p>Bates No. 20170272-DEF-OPC-POD 2-14-000250, top half of page, phone and fax number below the line reading: Attention: Miki Deric; top half of page, the phone number and email address of the Sourcing Representative; bottom half of page, fourth paragraph from the bottom, 2nd line, 20th word.</p> <p>Bates No. 20170272-DEF-OPC-POD 2-14-000252, mid-page, 3 numbers below the column titles: Qty, Unit Cost and Line Cost; also, the very last word on the page.</p> <p>Bates No. 20170272-DEF-OPC-POD 2-14-000253, top half of page, a number above the line labeled "Telephone Number"; mid-page, a number above the line labeled "Telephone Number / Fax Number".</p> <p>Bates No. 20170272-DEF-OPC-POD 2-14-000255, top half of page, all numbers in columns 4 and 6 of the table.</p> <p>Bates No. 20170272-DEF-OPC-POD 2-14-000256, top half of page, in Table 1, all values in columns 3 through 13, and the last 3 columns; In Table 2, 3 & 4, the body of the entire tables.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(f), F.S. The document in question contains confidential employee personnel information unrelated to compensation, duties, qualifications, or responsibilities.</p>

Exhibit D

AFFIDAVIT OF JASON CUTLIFFE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for limited proceeding for
recovery of incremental storm restoration
costs related to Hurricanes Irma and Nate by
Duke Energy Florida, LLC

Docket No. 20170272-EI

Dated: July 12 2018

**AFFIDAVIT OF JASON CUTLIFFE IN SUPPORT OF
DUKE ENERGY FLORIDA, LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Jason Cutliffe, who being first duly sworn, on oath deposes and says that:

1. My name is Jason Cutliffe. I am over the age of 18 years old and I have been authorized by Duke Energy Florida (hereinafter "DEF" or the "Company") to give this affidavit in the above-styled proceeding on DEF's behalf and in support of DEF's Request for Confidential Classification (the "Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. I am the Director of Power Quality and Reliability ("PQR") in DEF's Distribution Engineering organization. I am also the Planning Section Chief in DEF's

Incident Command Structure (“ICS”) which affords rapid scalability in response to a specific event.

3. DEF is seeking confidential classification for information provided in DEF’s First Supplemental Response to the Office of the Public Counsel’s (“OPC”) Second Request for Production of Documents (Nos. 11-15), specifically question 14, filed on June 28, 2018 in this docket. The confidential information at issue is contained in confidential Exhibit A to DEF’s Request and is outlined in DEF’s Justification Matrix that is attached to DEF’s Request as Exhibit C. DEF is requesting confidential classification of this information because it contains proprietary confidential business information, the disclosure of which would impair the Company’s ability to protect proprietary business information, and also because disclosure would impair the Company’s ability to contract on favorable terms.

4. Strict procedures are established and followed to maintain the confidentiality of the Company’s employee information, as well as sensitive contractual information, which includes restricting access to those persons who need the information to assist the Company, and restricting the number of, and access to the information. At no time since receiving the information in question has the Company publicly disclosed that information. The Company has treated and continues to treat the information at issue as confidential.

5. This concludes my affidavit.
Further affiant sayeth not.

Dated the 12 day of July, 2018.

Jason Cutliffe

(Signature)

Jason Cutliffe
Director of PQR
Distribution Engineering Organization
Duke Energy
2166 Palmetto St.
Clearwater, FL 33765

12th THE FOREGOING INSTRUMENT was sworn to and subscribed before me this day of July, 2018 by Jason Cutliffe. He is personally known to me, or has produced his _____ driver's license, or his _____ as identification.

Karla Rodriguez

(Signature)

Karla Rodriguez

(Printed Name)

NOTARY PUBLIC, STATE OF Florida

10/18/2021

(Commission Expiration Date)

GG115047

(Serial Number, If Any)

(AFFIX NOTARIAL SEAL)



KARLA RODRIGUEZ
Commission # GG 115047
Expires June 18, 2021
Bonded thru Budget Notary Services