

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of an Adjustment of)
the Gas Rates of) Case No. 2005-00042
The Union Light, Heat and Power Company)

THIRD QUARTER 2007 UPDATE FILING

**In the Matter of an Adjustment of the Gas Rates of
The Union Light, Heat and Power Company
Order Dated 12/22/05 (Case No. 2005-00042)
Table of Contents
Third Quarter 2007 Filing**

<u>Tab</u>	<u>Description</u>
1	List of the names and address of the contractors utilized for AMRP projects.
2	A copy of the bid document signed with each contractor, showing a description and scope of the work, construction specifications, and construction management. Confidential information is submitted separately.
3	Construction schedule for each job.
4	Reasonable size maps for each location – see listing of AMRP Projects to date and accompanying 11” x 17” maps for each location and module and full-size maps of work areas.
5	A 3-month progress report showing the manner of replacing the pipes, progress and percentage of job finished, pressure testing, and accompanying pictures on CD-ROM.
6	Copies of updated welding certification for each welder kept on site for inspection by the Commission’s investigator.

Contractor Information

Duke Ent. Kentucky
Contractor Phone List

Company Name	Names	9/10/2007	Cell &/or Nextel #	24/7 #	Office	Fax	Address	City	State
Amis Construction	Kim	Stephenson	276-0327 / 45825*1 / HM. 513-396-8689	1ST CALL	794-0410	794-0414	8915 Blue Ash Rd.	Cincinnati	Ohio
Amis Construction	Dale	Franklin	276-0329 / 45825*3 / HM. 937-795-0014	2nd CALL	794-0410	794-0414	8915 Blue Ash Rd.	Cincinnati	Ohio
Amis Construction (SKJ)	John	Weber	276-0328 / 45825*2 / HM. 513-734-2826	3rd CALL	794-0410	794-0414	8915 Blue Ash Rd.	Cincinnati	Ohio
Amis Construction	Jerod	Osborne	276-0330 / 45825*4	4th CALL					
Amis Construction	Brad	Maybury	276-0342 / 45825*16	5TH CALL	794-0410	794-0414	8915 Blue Ash Rd.	Cincinnati	Ohio
Amis Construction	Leo	Sherman	276-2831 / 45825*94						
Amis Construction	SKJ	SKJ	SKJ		794-4433	794-4435	8917 Blue Ash Rd.	Cincinnati	Ohio
Amis Construction	Ed	Sendelbach	276-0351 / 45825*25		794-0410	794-0414	8915 Blue Ash Rd.	Cincinnati	Ohio
Amis Construction	Brenda	Stephenson	398-8689						
Atby Const. Manager	Terry	Brickner	513-464-7049 / 138*41617*4	1ST CALL	513-321-3382	513-321-3731	4612 Kellog Ave.	Cincinnati	Ohio 45226
Atby Const. Service Gen. Foreman/Parts Manager	Nick	Herscovichi	513-266-0211	2nd CALL	513-321-3382	513-321-3731			
Atby Const.	Mike	Whaley	517-719-4624	3rd CALL			mwhaley@quantiaservices.com		
Atby Const.	Jerry	Kennedy	517-719-0037	4th CALL					
Atby Const.	Woessner	Matt	414-406-0783						
Atby Const.	Lentz	Jason	414-406-4987						
Brewer Company	Ken	Parker	1-490-9070	1ST CALL	513-276-5816	513-576-1414	1354 US highway 50	Milford	Ohio
Brewer Company	Sal	Dillio	513-218-1293	2ND CALL	513-276-0276				
Brewer Company	Rick	Parker	513-314-6188	3RD CALL	513-276-5816	513-576-1414	1354 US highway 50	Milford	Ohio
Brewer Company	Carl	Bergen	513-646-3833	4TH CALL	576-6300 - Ext. 211	513-576-1414	1354 US highway 50	Milford	Ohio
Henkels & McCoy- Foreman	Eversole	Rod	513-200-0406 / 35041*3	1ST CALL	740-927-1737	740-927-9632	Pataskala		
Henkels & McCoy- Manager	Maxwell	Mark	614-296-5632	2nd CALL	800-548-9240 / 740-927-1737	740-927-9632	Pataskala		
Henkels & McCoy	Terry	Shiverdecker	614-395-7886		740-927-1737	494-1430	Pataskala		
Henkels & McCoy	Meredith	Jeff	614-579-6363		419-589-9596	419-589-6688	Mansfield		
Henkels & McCoy	Postalwalt	Randy	513-200-3297				Cincinnati		
Henkels & McCoy	Rob	Portman	513-200-4558/35041*10						
Henkels & McCoy	Clem	Bob	614-296-5290		740-927-1737	740-927-9632	Pataskala		
Henkels & McCoy	Dan	Howlter	614-579-8050						
Henkels & McCoy	Ray	Stallings	513-283-4476/136*8030*849						
Henkels & McCoy	Dave	Rose	614-570-8163						
Henkels & McCoy	Craig	Craddock	513-383-3366						

Duke Ents. Kentucky
Contractor Phone List

Company Name	Names	9/10/2007	Cell #/or Nextel #	247 #	Office	Fax	Address	City	State
Infrasource	James (Tex)	Livingston	513-276-8435 / 136*90847*9	1ST CALL	1-513-772-3135	1-513-772-3148	2786 B Crescentville Rd	West Chester	Ohio
Infrasource	Shannon	Perry	513-276-3772	2nd CALL	1-734-434-2000	1-734-434-2001	4033 E. Morgan Rd. mike.lucas@infrasourceinc.com	Ypsilanti	Michigan
Infrasource- General Superintendent	Mike	Preller	734-417-0628	4th CALL	1-734-434-2003	1-734-434-2001	4033 E. Morgan Rd. Mike.Preller@infrasourceinc.com	Ypsilanti	Michigan
Infrasource			Emergency number on door hangers forwarded to pager				4033 E. Morgan Rd. russ.doersch@infrasourceinc.com	Ypsilanti	Michigan
Infrasource	Russ	Doersch	1-734-417-4800		1-734-434-2000	1-734-434-2001	2786 B Crescentville Rd	West Chester	Ohio
Infrasource	Jim	Greene	513-276-3927 / 136*90847*2		1-513-772-3135	1-513-772-3148	2786 B Crescentville Rd	West Chester	Ohio
Infrasource	Ron	West	513-276-6394		1-513-772-3135	1-513-772-3148	10989 Reed Hartman Hwy, Suite 312, Cinti. OH. 45242	West Chester	Ohio
Premier Energy Services	Dave	Yates	513-617-3268	1ST CALL	513-791-4545		1185 East Eads Pkwy, Greendale, IN 47025		
Premier Energy Services	Stenger	John	823-1937	2nd CALL	513-623-1937				
Premier Energy Services	Rizzardi		513-266-2558				nick@ksenergyservices.com		
K & S Energy Services	Rick	Klumb	262-613-5565	1st Call	262-642-9210		mike@ksenergyservices.com		
K & S Energy Services	Mike	Klumb	262-613-5566	1st CALL	513-738-8608	513-738-8610			
Miller Pipeline	Jack	Spuner	200-5145 / 237*13215	1st CALL	513-738-8608				
Miller Pipeline	Mike	Evans	937-603-2038	2nd CALL	513-738-8608	513-738-8610	10987 St. Rt. 128, Harrison, OH 45030		
Miller Pipeline	CINTI OFFICE		513-738-8608	3rd CALL	513-738-8608	513-738-8610			
Miller Pipeline	Steve	Ferrell	513-200-4775 / 237*1	4th CALL	1-513-513-738-8608	513-738-8610			
Miller Pipeline	Charlie	Bixler	513-383-8579	5TH CALL	614-777-8377	614-771-5651	4690 Scioto Darby Road	Hilliard	Ohio
Miller Pipeline	Scott	Miller	614-496-5228 / 237*1035		513-513-738-8608	513-738-8610			
Miller Pipeline	Rachelle	Thompson	513-738-8608		513-542-0107 / 0129 Toll Free # 888-223-7566		3322 Beekman St. Cinti. OH. 45223		
NPL Local Ohio Office				1ST CALL	513-542-0107 / 0129 Toll Free # 888-223-7566	513-542-5100	RWNPL@JUNO.COM		
NPL- Superintendent	Randy	Walker	513-276-8252 (24 hr) 137*16464*27 nextel						
NPL- General Foreman (Main)	Ed	Casey	513-276-9504 / 137*16464*35	2nd CALL					
NPL- Foreman (Main)	Eduardo	Rodriguez (LALO)	602-725-9172	3rd CALL	513-542-0107	513-542-5100	3322 Beekman St. Cinti. OH. 45223		
NPL- Area Manager	Tramis	Morgan	513-615-3254/137*16464*2	4th CALL					
NPL- Coordinator	Gary	Pemberton	513-276-9413 137*16464*12						
NPL- Foreman (Main)	Billy	McCallahan	602-723-5945/128*555*583						
NPL- General Foreman (Services)	Johnnie	Isaac	602-757-7764/128*555*552						
NPL- Equip. & Safety	Tony	Green	602-757-8119 / 128*555*621		623-581-1098 Office Phoenix,AZ		igreen@nplc.com		
NPL- Regional Manager	Jeff	Green	602-725-2405 Cell						
NPL- General Foreman (Main)	Matt	Lemley	513-678-9955/137*16464*96						
NPL- Warehouse	Mike	Erwin	513-266-5374/137*16464*72	1ST CALL Pager- 513-648-1454				Cincinnati	OH
RLA	Scott	Moody	623-4258 35066*24		moodyj@hotmail.com	554-1455	369 S. Wayne		
RLA	Greg	Fields	513-617-2114/ 35066*9			554-1454			
RLA	Rick	Ward	383-2351 / 35066*18			554-1454			
RLA	Rob	Adieta	543-8812			554-1454			

Construction Management

**Duke Energy Kentucky
Construction Management**

First Name	Last Name	Supervisor	Veh. #	Cellular #	Direct Connect #	Office #	Work Location	Mail Drop
Bill	Cargile	Farley	1268	513-678-6095	136*24018*84	287-2325	405 Annex	EX405
Jim	Dettone	Farley	3066	513-218-0759	136*24018*3	287-5078	Valley View	EF308
Mike	Fish	Farley	3073	513-678-6096	136*24018*85	287-3290	405 Annex	EX405
Mike	Maschmeyer	Farley	2770	513-678-6098	136*24018*87	287-3335	405 Annex	EX405
Mark	Prebble	Farley	1246	513-678-6100	136*24018*89	287-3436	405 Annex	EX405
Rodney	Krohman	Farley	3850	513-543-0413		287-2527	406 Annex	EX406
Don	Sizemore	Farley	3094	513-678-6101	136*24018*90	287-2988	405 Annex	EX405
Steve	Farley	Hebbeler	2793	513-255-3980		287-2588	405 Annex	EX405
Barry	Backscheider	Dettone	3038	513-678-6104	136*24018*93	287-3290	Monfort	EF302
Mike	Blum	Cargile	3205	513-678-6106	136*24018*95	287-3290	Monfort	EF302
Dave	Boles	Krohman	3048	513-678-8363	136*24018*132	287-3290	Todhunter Rd.	EF354
Bob	Bowling	Sizemore	3054	513-678-6105	136*24018*94	287-3436	Monfort	EF302
Dan	Doyle	Dettone	2647	513-678-6108	136*24018*97	287-3290	Monfort	EF302
Earl	Essert	Cargile	3466	513-678-6109	136*24018*98	287-3290	Monfort	EF201
Dan	Fry	Krohman	3206	513-678-6110	136*24018*99	287-3335	Monfort	EG346
Don	Goff	Fish	3559	513-678-6111	136*24018*100	287-3290	Monfort	EF201
Kevin	Hall	Maschmeyer	3058	513-678-6112	136*24018*101	287-3335	Florence	EG346
Greg	James	Prebble	3560	513-678-6113	136*24018*102	287-3436	Eastern Ave.	EG346
Jeff	Jones	Dettone	2675	513-678-6115	136*24018*104	287-3290	Monfort	EF302
Ken	Klei	Sizemore	2672	513-678-6116	136*24018*105	287-3290	Monfort	EF302
Mary	Kuhl	Krohman	3083	513-678-8308	136*24018*131	287-3436	Eastern Ave.	EG346
Kevin	Malone	Prebble	3046	513-678-6117	136*24018*106	287-2988	Eastern Ave.	EF302
Wayne	Maynard	Prebble	2679	513-678-6118	136*24018*107	287-3290	Monfort	EF302
Mike	McAlpin	Dettone	3561	513-678-6119	136*24018*108	287-3631	Florence	EF201
Cliff	Mericle	Maschmeyer	2768	513-678-6120	136*24018*109	287-2988	Monfort	EF302
Tony	Meyer	Cargile	3469	513-678-6121	136*24018*110	287-2988	Todhunter Rd.	EF354
Scott	Newkirk	Sizemore	3468	513-678-6122	136*24018*111	287-2988	19th St.	EF206
Fred	Phillips	Maschmeyer	2973	513-678-6124	136*24018*113	287-3335	Monfort	EF302
Mike	Reed	Cargile	3056	513-678-6125	136*24018*114	287-2988	Monfort	EF302
Dave	Rufer	Prebble	3057	513-678-6126	136*24018*115	287-3436	Eastern Ave.	EG346
Jimmie	Sims	Maschmeyer	2678	513-678-6128	136*24018*117	287-3335	Florence	EF201
Denny	Sizemore	Maschmeyer	2676	513-678-6129	136*24018*118	287-3335	Florence	EF201
Bob	Smyth	Prebble	3078	513-678-6130	136*24018*119	287-3436	Monfort	EF302
Chris	Snively	Sizemore	2677	513-678-6131	136*24018*120	287-2988	Todhunter Rd.	EF354
Tom	Sweitzer	Cargile	3520	513-678-6133	136*24018*122	287-3436	Monfort	EF302
Mike	Wagner	Krohman	3060	513-678-6139	136*24018*125	287-3335	Monfort	EF201
Rick	Waller	Krohman	3044	513-678-6140	136*24018*126	287-3631	Monfort	EF302

Contractor Manpower

**Duke Energy Kentucky
Contractor Manpower**

Average Number of Contractor Personnel Per Month--2007

<u>Contractor</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Adleta Paving	6	-	1	-	7	-	7	7	-	-	-	7
AMS/SKJ Construction	81	81	83	83	83	92	92	92	92	92	92	92
Arby Construction	12	21	24	23	24	27	26	26	26	26	26	26
MDI - sub of Infracource	6	5	8	8	8	8	8	8	8	8	8	8
Herald & Sons - sub of Infracource	2	6	5	17	15	15	16	21	21	21	21	21
Henkels & McCoy Inc	21	15	24	25	26	26	27	23	23	23	23	23
Infracource Underground	3	-	-	-	-	-	-	-	-	-	-	-
KS Eneergy Services, Inc	71	65	66	68	66	65	77	79	79	79	79	79
Miller Pipeline Corporation	20	26	49	52	52	51	52	50	50	50	50	50
Northern Pipelines (NPL) Construction Co.	3	-	6	8	12	16	18	20	20	20	20	20
Premier Energy	39	37	49	52	57	58	69	59	59	59	59	59
RLA Investments Inc	2	-	2	-	-	-	-	-	-	-	-	-
RW video - sub of RLA	2	5	5	7	7	7	7	7	7	7	7	7
Bernard Concrete - sub of RLA	-	-	11	-	6	8	-	-	-	-	-	-
Champion Cleaning - sub of RLA	-	-	4	5	4	5	4	5	5	5	5	5
Harrison Excavating - sub of RLA	2	2	4	5	4	5	4	5	5	5	5	5
Janson Construction Co.- sub of RLA	-	-	-	-	-	-	-	-	-	-	-	-
Kin Contractors, Kin Underground - sub of RLA	-	-	4	-	-	-	-	-	-	-	-	-
PLG Utility Restoration - sub of RLA	18	18	18	18	18	18	18	18	18	18	18	18
The Brewer Company	9	3	30	44	52	49	48	47	47	47	47	47
Total	297	284	389	410	437	445	472	465	465	465	465	465

Terms and Conditions

Sample

SERVICES AGREEMENT No. ~~XXXXXX~~
For
GAS UTILITY CONSTRUCTION SERVICES

THIS SERVICES AGREEMENT (the "**Agreement**") is made as of this ~~X~~ day of MONTH, YEAR (the "**Effective Date**") by and among Duke Energy Shared Services, Inc., as agent for and on behalf of Duke Energy Ohio, Inc. ("**Duke Ohio**"), Duke Energy Kentucky, Inc. ("**Duke Kentucky**"), Duke Energy Indiana, Inc. ("**Duke Indiana**"), Duke Energy Carolinas, LLC ("**Duke Carolinas**"), and all of their proper representatives, agents, successors, or assigns (hereinafter, collectively referred to as "**Duke Energy**"), and ~~XXXXXXXXXX~~ (the "**Contractor**"). Duke Energy and Contractor may be hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Duke Energy desires to engage Contractor to perform certain natural gas utility construction services as more fully set forth in the Specifications attached hereto as Exhibit A (hereinafter the "**Services**"); and

WHEREAS, Contractor desires to furnish labor, supervision, tools, equipment, transportation, and all other aspects related to the performance of the Services, as needed to perform the Services described herein as requested by Duke Energy.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

AGREEMENT:

I. DEFINITIONS

"**Agreement**" shall mean this Services Agreement, all Exhibits, Amendments, and Change Orders to the Agreement and any and all other documents related hereto that are incorporated by reference in the Agreement.

"**Amendment**" shall mean a revision to or modification of the Agreement, which shall be in writing and shall be executed by Duke Energy and Contractor.

"**Change**" shall have the meaning set forth in Article 2.F.

"**Change in Laws**" shall mean (a) any binding adoption, promulgation, issuance, modification or change in administrative or judicial interpretation of Laws after the Effective Date (excluding any other Laws relating to Taxes or to the organization, existence, good standing, qualification, or licensing of Contractor or its Subcontractors in any jurisdiction) or (b) the imposition of any material condition or requirement (except for any conditions or requirements which result from the acts or omissions of Contractor or any Subcontractor) not required as of the Effective Date affecting the issuance, renewal or extension of any Government Approval (excluding any Government Approval relating to the organization, existence, good standing, qualification, or licensing of Contractor or its Subcontractors in any jurisdiction), and in each case (a) and (b) above, renders a Party unable, as demonstrated by credible evidence, to perform its respective obligations under this Agreement (excluding payment obligations).

"**Change Order**" shall have the meaning set forth in Article 2.F.

"**Confidential Information**" shall mean, with respect to any Party, all written, verbal, electronic and other information and documents such Party provides or makes available to the other Party relating in any way to this Agreement which are marked as being "Proprietary" or "Confidential" to such Party at the time of disclosure, or for verbal information reduced to a writing and marked or designated as being "Proprietary" or "Confidential" to a such Party within seven (7) Days after such verbal disclosure. "Confidential Information" shall not include any information that: (a) was already known to the other Party at the time it was disclosed by such Party; (b) was available to the public at the time it was disclosed by such Party; (c) becomes available to the public after being disclosed by such Party through no wrongful act of, or breach of this Agreement by, the other Party; (d) is received by the other Party without restriction as to use or disclosure from a third party; or (e) is independently developed by the other Party without benefit of any disclosure of information by such Party.

“Drug and Alcohol Policy” shall have the meaning set forth in Article 5.G.

“Effective Date” shall mean the date which appears in the first sentence of this Agreement.

“Force Majeure” shall mean: (a) war, riots, insurrection, rebellion, floods, hurricanes, tornadoes, earthquakes, lightning, and other natural calamities; (b) acts or inaction of any Government Authority which directly impacts the Services; (c) explosions or fires arising from lightning or other natural causes unrelated to acts or omissions of the Party; (d) a Change in Law; and (e) delays in obtaining goods or services from any Subcontractor caused solely by the occurrence of any of the events described in the immediately preceding subparts (a) through (d). Such acts, events or conditions listed in (a) through (e) above shall only be deemed a Force Majeure to the extent they: (i) directly impact the Services and are beyond the reasonable control of the Party, (ii) are not the result of the willful misconduct or negligent act or omission of such Party (or any Person over whom that Party has control), (iii) are not an act, event or condition, the risk or consequence of which such Party has expressly assumed under the Agreement, and (iv) cannot be cured, remedied, avoided, offset, or otherwise overcome by the prompt exercise of reasonable diligence by the Party (or any Person over whom that Party has control).

“Government Authority” shall mean any federal, state, city, county, local, municipal or foreign government, authority or body, and any department, agency, subdivision, court or other tribunal of any of the foregoing.

“Government Approvals” means all permits, licenses, authorizations, consents, decrees, waivers, privileges and approvals from and filings with any Government Authority required for, or material to, the performance of the Services in accordance with the Agreement, including work permits, environmental permits, licenses and construction permits.

“Hazardous Materials” shall mean:

- i. those substances defined as “hazardous substances” pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601 et seq.);
- ii. those substances designated as a “hazardous substance” pursuant to Section 311(b)(2)(A) or as a “toxic pollutant” pursuant to Section 307(a)(1) of the Clean Water Act (33 U.S.C. Sections 1251 et seq.);
- iii. those substances defined as “hazardous materials” pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.);
- iv. those substances regulated as a “chemical substance or mixture” or as an “imminently hazardous chemical substance or mixture” pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.);
- v. those substances defined as “contaminants” pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), if present in excess of permissible levels;
- vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.);
- vii. those substances defined as a “pesticide” pursuant to Section 2(u) of the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. Sections 136 et seq.);
- viii. those substances defined as a “source”, “special nuclear” or “by-product” material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. Section 2014 et seq.);
- ix. those substances defined as “residual radioactive material” in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Sections 7901 et seq.);
- x. those substances defined as “toxic materials” or “harmful physical agents” pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.);
- xi. those substances defined as “hazardous air pollutants” pursuant to Section 112(a)(6), or “regulated substance” pursuant to Section 112(a)(2)(B) of the Clean Air Act (42 U.S.C. Sections 7401 et seq.);
- xii. those substances defined as “extremely hazardous substances” pursuant to Section 302(a)(2) of the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. Sections 11001 et seq.);
- xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental Law, and

xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more Laws.

"Hazardous Wastes" shall mean those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental Law.

"Laws" shall mean all statutes, laws, codes, ordinances, orders, judgments, decrees, injunctions, licenses, rules, permits, approvals, agreements, and regulations, including all Government Approvals and all applicable codes, standards, rules and regulations of the State.

"Liens" shall mean any lien, mortgage, pledge, encumbrance, charge, security interest, adverse condition or claim, easement, right of way, covenant, infringement claims or other defect in title or other restriction of any kind or nature.

"Materials" shall mean all materials, structures, buildings, apparatus, inventory, equipment, hardware, documentation, goods, tools, supplies and other personal property which Contractor is required to furnish under this Agreement for incorporation into the Services. "Material" includes all of the items that Contractor furnished through a Subcontractor.

"OHSA" shall mean the Occupational, Health and Safety Administration and any successor Government Authority thereto.

"Person" shall mean any individual, company, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Government Authority or other entity having legal capacity.

"Prudent Industry Practice" means those practices, methods, equipment, specifications and standards of safety and performance, as the same may be changed from time to time, as are commonly used in construction, operation, maintenance or repair of natural gas utilities similar to those identified in the Specifications, which in the exercise of reasonable judgment and in light of the facts known at the time of the decision being made are considered good, safe and prudent practices in connection with such construction, operation, maintenance or repair of the facilities and commensurate with the standards of safety, performance, dependability, efficiency and economy, and as are in accordance with generally accepted standards of professional care, skill, diligence, and competence applicable to such construction, operation, maintenance or repair practices in the United States.

"Sales Taxes" shall mean all present and future sales, use and similar taxes imposed by the State or any other Government Authority on the sale or transfer of any Materials from Contractor to Duke Energy during the performance of the Services by Contractor.

"Screening Measures" shall mean all applicable immigration checks (including compliance with the Immigration Reform Control Act of 1986 and I-9 requirements), Drug and Alcohol Tests, a terrorist watch database search, a social security trace, all reference checks, criminal background checks (including but not limited to checks for any felony convictions within the last seven years) and such other screening measures as a reasonably prudent employer would deem appropriate; provided that, nothing shall require Contractor to perform any screening activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 or any other applicable Law.

"Services" shall mean all labor, services, Material, equipment, tools, vehicles, transportation, storage, design, engineering, procurement, Site preparation, construction, installation, equipping, testing, training, and other things and actions necessary to complete and to perform the Services set forth in the Specifications that reference this Agreement. "Services" includes all work Contractor performs through a Subcontractor.

"Site" shall mean the physical location where the Contractor shall perform the Services as identified in the Specifications.

"Specification" shall mean the detailed scoping document that sets forth the technical requirements for the performance of the Services and is attached hereto as Exhibit B, as may be modified or supplemented from time to time.

"State" shall mean the State in which the Services are performed, provided that, if the Services are being performed in multiple States, then the State of North Carolina.

"Subcontractor" shall mean a Person who has a direct or indirect contract with Contractor or another Subcontractor of any tier to perform any of the Services or to furnish any Material to Contractor, at the Site or elsewhere.

"Taxes" shall mean all present and future license, documentation, recording and registration fees, all taxes (including income, gross receipts, unincorporated business income, payroll, sales, use, personal property (tangible and intangible), real estate, excise and stamp taxes), levies, imports, duties, assessments, fees, charges and withholdings of any nature whatsoever, and all penalties, fines, additions to tax, and interest imposed by any Government Authority. Taxes shall also include all present and future customs, duties or levies or other import or export fees, including but not limited to any charges imposed by North American Free Trade Association (NAFTA).

II. SCOPE OF SERVICES

A. Contractor Tasks. Contractor shall perform the Services as specified by Duke Energy issued to the Contractor in this Agreement, including, but not exclusive to, those Services set forth in the Specifications attached to this Agreement as Exhibit A, which is incorporated herein by reference. Contractor shall diligently, duly and properly perform and complete the Services and its other obligations in accordance with this Agreement, and shall provide and pay for all items and services necessary for the proper execution and completion of the Services. Contractor shall perform and provide all Services not specifically delineated in this Agreement to the extent necessary to complete the Services in accordance with Prudent Industry Practices. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures, safety and quality assurance, and quality control programs in connection with the performance of the Services. This Agreement does not establish any commitment or requirement on the part of Duke Energy to purchase any minimum level of Services from Contractor. Duke Energy may use, at its sole discretion, other contractors to perform the Services described in this Agreement. This Agreement shall be governed solely by the terms of this Agreement as expressly indicated. Contractor shall complete the Services in accordance with the schedule agreed upon in this Agreement.

B. Site of Services. Contractor shall provide the Services at the Sites identified in Exhibit A and at such other locations as mutually agreed to in writing by the Parties. Duke Energy reserves the right to modify, supplement, suspend or terminate the Contractor's Services at any one or more of the Sites at any time upon prior written notice. Contractor has reviewed the various Sites and the access to the Sites, and acknowledges that they are sufficient for the performance of the Services. Contractor represents and warrants that it has taken all steps necessary to ascertain the nature and location of the Services and that it has investigated and satisfied itself as to the general and local conditions that can affect the Site or the performance of the Services, including: (a) conditions bearing on access, egress, transportation, waste disposal, handling, lay down, parking and storage of Materials; (b) the availability of labor, water, electric power, other utilities, roads and rail transportation; (c) uncertainties of weather and observable physical conditions at the Site; (d) any natural physical condition of the surface of the Site which influences the suitability of the Site for the Services; and (e) the character of equipment and facilities needed before and during the performance of the Services. Duke Energy will arrange reasonable access to the Site for additional inspection and testing by Contractor after receiving adequate notice from Contractor of its desire to review the Site. Contractor will not be entitled to any adjustment in the Billing Rates or schedules for any Site conditions which Contractor would have or should have reasonably discovered if it had taken such reasonable steps.

C. Equipment. Duke Energy shall provide the Duke Energy tools and equipment listed in Exhibit A, if any, for Contractor to perform the Services for Duke Energy at no cost to Contractor. Contractor shall make no alterations to the Duke Energy equipment without the prior written authorization of Duke Energy. Title to the Duke Energy equipment, and all additions, enhancements and accessions thereto, shall remain in Duke Energy during the Term of this Agreement and upon termination or expiration of this Agreement. Contractor shall be responsible for risk of loss of or damage to the Duke Energy equipment during the Term of this Agreement. Except as expressly provided in Exhibit A, Contractor shall provide and Duke Energy shall not be required to provide any equipment or supplies to Contractor for the performance of Services by Contractor.

D. Inspections and Rights of Access. Duke Energy reserves the right to monitor and inspect the performance of the Services at all times and shall have the right to monitor and reject any items brought onto the Duke Energy premises by the Contractor or any of its employees, agents or assigns. Contractor shall at all times maintain an accurate record of all costs and transactions relating to the Services under this Agreement, and Duke Energy shall have the right to inspect and copy such records at all reasonable times during normal business hours.

E. Compliance with Laws, Policies and Procedures. Unless Contractor is exempted by the applicable rules, regulations or orders, Contractor shall comply fully at all times relevant to this Agreement with all applicable Laws,

including, but not limited to: (a) Executive Order 11246 issued by the President of the United States on September 24, 1965; (b) the Vietnam Era Veterans Readjustment Assistance Act of 1974 and applicable sections of 41 CFR and 48 CFR 52.222.35 relating to the employment of veterans; (c) Section 503 of the Rehabilitation Act of 1973 and 48 CFR 52.222-36; (d) regulations of the United States Occupational Safety and Health Act; (e) 15 U.S.C. 637(d)(3) and 48 CFR 52.219 (Aid to Small Business); (f) 48 CFR 52.202-1 (Definitions); (g) 48 CFR 52.203-3 (Gratuities); (h) 48 CFR 52.203-5 (Covenant Against Contingent Fees); (i) 48 CFR 52.203-6 (Restrictions on Subcontractor Sales to the Government); (j) 48 CFR 52.203-7 (Anti-Kickback Procedures); (k) 48 CFR 52.203-8 (Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity); (l) 48 CFR 52.209-6 (Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment); (m) 48 CFR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items); (n) 48 CFR 52.215-19 (Notification of Ownership Changes); (o) 48 CFR 52.222-21 (Prohibition of Segregated Facilities); (p) 48 CFR 52.222-26 (Equal Opportunity); (q) 48 CFR 52.223-13 (Certification of Toxic Chemical Release Reporting); (r) 48 CFR 52.223-14 (Toxic Chemical Release Reporting); (s) 48 CFR 52.229-1 (State and Local Taxes); (t) 48 CFR 52.232-23 (Assignment of Claims); (u) all applicable rules, regulations and orders issued by the United States Secretary of Labor under any of the foregoing; and (v) all amendments of the foregoing that may be made from time to time. "CFR" is the Code of Federal Regulations. Contractor agrees that the provisions of 48 CFR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, and any subsequent amendments shall, to the extent they may be applicable to this Agreement, be incorporated in this Agreement by reference as if set forth herein in full test.

In addition, Contractor shall comply with all policies, procedures and rules applicable to any Duke Energy Site, including but not limited to the Duke Energy's "Contractor Operating Procedure" attached hereto as part of Exhibit A, which is incorporated herein in full. Duke Energy reserves the right, in its sole discretion, to update, amend or modify its Site policies and procedures, including the Contractor Operating Procedures and standards, at any time upon written notice.

F. Changes and Change Orders. Without invalidating the Agreement, Duke Energy may order changes in the Services consisting of additions, deletions or other revisions ("Change"). Contractor may not order Changes to the Services, but if Contractor believes that due to changed circumstances a Change is required, it may request that Duke Energy issue a Change. If Duke Energy desires a Change, it shall submit a written proposal to Contractor describing the Change. Contractor shall promptly review Duke Energy's proposal and notify Duke Energy in writing of the effect, if any, that the Change would have, in Contractor's judgment, on the Billing Rates or the schedule. If Duke Energy desires to proceed with the Change, it shall issue a written order to Contractor authorizing the Change and any agreed upon adjustment in one or more of the Billing Rates or Schedule (the "Change Order"). If the Parties cannot agree on the increase or decrease in Billing Rates associated with a Change, upon receiving written notice from Duke Energy but not before, Contractor shall continue the Services ordered in the Change Order and submit the Dispute to the dispute resolution procedures pursuant to this Agreement, and during such dispute resolution process, Duke Energy shall pay Contractor its actual direct cost plus seven percent (7%) for overhead and profit for Contractor, minus any savings associated with the Change. Contractor's "direct cost" as used in this Article, includes labor and material actually, additionally, specifically, reasonably and necessarily expended or provided in accomplishing the work ordered in the Change Order, and the actual costs not to exceed reasonable rental charges for equipment utilized in such Services. Duke Energy's project manager and Contractor's project manager shall have the sole and exclusive authority to execute and deliver Change Orders on behalf of Duke Energy and Contractor, respectively.

III. TRAINING AND QUALIFICATIONS OF PERSONNEL

A. Sufficient Personnel. At all times during the Term of the Agreement, Contractor shall employ a sufficient number of qualified employees, who shall be licensed if required by Laws, so that Contractor completes the Services and Contractor's other obligations under this Agreement in an efficient, prompt, economical and professional manner. Contractor's service personnel shall be capable, qualified, and able to perform the duties required to the satisfaction of Duke Energy. In addition, as it may be necessary to access protected areas of the Site to provide services, appropriate service personnel must be fully qualified (or retain the ability to be qualified on an expedited emergency basis) for unescorted access in accordance with Duke Energy's regulations and procedures (including if applicable, fitness for duty compliance, background check, radiation protection and security training). Duke Energy shall have the right to require Contractor to remove any personnel from the Services who is (are) not acceptable to Duke Energy. In such event, Contractor shall bear any reasonable expenses associated with the removal and replacement of such unacceptable employee(s) during the Term of this Agreement. Any Person who is removed from the Services at Duke Energy's request or for violation of any term or condition set forth in this Agreement shall not be eligible to provide any future services for Duke Energy under this Agreement without the express prior written consent of Duke Energy.

B. Qualifications; Supervision. Contractor shall comply in all respects with all applicable labor and immigration Laws that may impact Contractor's Services under this Agreement, including the Immigration Reform and Control Act of 1986 and Form I-9 requirements. Without limiting the generality of the foregoing, Contractor shall perform all required employment eligibility and verification checks and maintain all required employment records. Contractor acknowledges and agrees that it is responsible for conducting adequate screening of its employees and agents prior to starting the Services. By providing an employee or subcontractor under this Agreement, Contractor warrants and represents that it has completed the Screening Measures with respect to such employee or subcontractor and that such Screening Measures did not reveal any information that could adversely affect such employee's or Subcontractor's suitability for employment or engagement by Contractor or competence or ability to perform duties under this Agreement. If in doubt whether a suitability, competence or ability concern exists, Contractor shall discuss with Duke Energy the relevant facts and Duke Energy will determine, in its discretion, whether such person should be allowed to perform the Services. Duke Energy, in its sole discretion, shall have the option of barring from the Site any person whom Duke Energy determines does not meet the qualification requirements set forth above. In all circumstances, Contractor shall ensure that the substance and manner of any and all background checks performed by Contractor pursuant to this Article conform fully to applicable Law. Contractor shall supervise, coordinate and direct the Services using Contractor's best skill, judgment and attention.

C. Discipline. Contractor shall enforce strict discipline and good order among Contractor's employees, Subcontractors' employees and all other Persons carrying out the Services. Contractor shall at all times take all necessary precautions to prevent any unlawful or disorderly conduct by or among its employees, employees of Subcontractors and other Persons performing the Services and for the preservation of the peace and the protection of Persons and property at, or in the neighborhood of, the Site. Contractor shall only permit the employment of Persons who are fit at the time they are employed and on each day they perform Services, who are skilled in the tasks assigned to them, and who are qualified to perform the tasks assigned to them. Contractor shall be responsible for labor peace on the Site and shall at all times exert its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes and strikes where reasonably possible and practical under the circumstances. Duke Energy shall have the right to object to any Person employed or engaged by Contractor who engages in misconduct or is incompetent or negligent while on the Site or while performing the Services. Contractor shall remove those Persons to whom Duke Energy objects from the Site and from the performance of the Services. Any cost for replacement Persons shall be at Contractor's expense.

D. Quality Control. Contractor shall develop, implement and maintain a written plan for the Services, which shall include: safety; security at the Site; quality assurance; management and control of the Services; and management and control of Subcontractors and their subcontracts. That plan shall, at a minimum, meet the requirements of Duke Energy's then-current Safe Work Practices Manual, generally applicable safety, security and operational procedures of the Site, and all Laws. If Contractor has not already done so, Contractor shall deliver, and keep current, the plan to Duke Energy for review and comment on within ten (10) Days after the issuance of this Agreement. Contractor shall also require all Subcontractors to establish, implement and maintain such quality control and safety programs for their portions of the Services.

E. Training. Contractor shall comply with all federal, state, and local laws, rules, orders, ordinances, regulations, and other requirements applicable to the Work and the performance thereof, including the Operator Qualification (OQ) rule (49 CFR 192 & 195), Department of Transportation. If available, the Contractor's current written OQ plan that fulfills this requirement should be sent for file to:

Duke Energy Kentucky, Inc.
Attn: OQ Coordinator
1934 Augustine Ave
Covington, KY 41014

Contractor is solely responsible to insure that all employees and/or Subcontractors performing OQ covered task associated with the Work are trained on the Duke Energy requirements and policies. Before placing an employee or subcontractor in the field, Contractor is responsible to either contact Duke Energy OH/KY Gas Operations Technical Training division to schedule the necessary training or obtain the necessary training by other means acceptable to Duke Energy, which shall be approved in advance. Duke Energy will provide a representative to train the Contractor's employees during normal business hours. Contractor should appoint a project manager to coordinate training and interact with Duke Energy. All training materials provided by Duke Energy are proprietary and shall not be reproduced and/or shared beyond Contractor and its employees who have a need to know.

IV. BILLING AND PAYMENT

A. Billing Rates. The Services performed pursuant to this Agreement shall be in accordance with the terms for payment set forth in Exhibit A. For the Services performed pursuant to this Agreement, Duke Energy agrees to pay the Contractor the rates and fees set forth in Exhibit B attached hereto and incorporated herein by reference, unless such other rates are mutually agreed upon (the "Billing Rates"). To avoid any ambiguity, the Agreement currently anticipates that Services will be performed pursuant to the unit rate (and current on file time and material) Billing Rates set forth in Exhibit B; provided however, the Parties may from time to time agree on alternative or supplemental Billing Rates for the Services, including but not limited to lump sum, unit rate or time and materials rates, with such alternative rates set forth in an applicable Change Order.

B. Invoicing. Unless otherwise mutually agreed, Contractor shall submit weekly invoices to Duke Energy for its Services. If not specified, each week Contractor shall invoice Duke Energy for the Services performed during the prior week in accordance with the Billing Rates set forth in Exhibit B. Overtime and holiday Billing Rates shall be invoiced only if specifically requested by Duke Energy and only for time actually worked, and, to the extent permitted by applicable law, overtime shall be invoiced only for time in excess of forty (40) hours per week and not on a daily basis. Each such invoice shall be in a form mutually acceptable to the Parties and shall be accompanied by such time sheets, payroll and other documentation as may be necessary or reasonably requested by Duke Energy to evidence to the satisfaction of Duke Energy the number of hours worked by each employee during such prior week and any other item appearing on such invoice. Each invoice shall contain the following information as required by Duke Energy:

- (i) Weekly and year-to-date total amounts for the Services;
- (ii) Monthly subtotals for Services at each Site; and
- (iii) A detailed description of any extraordinary or additional expenses for which Contractor is seeking payment by Duke Energy.

C. Payment. Subject to any withholding or offset for disputed amounts, Contractor shall be paid net forty-five (45) days from receipt, or as otherwise specified under this Agreement. Duke Energy shall be entitled to review and audit such invoices within a reasonable amount of time prior to payment. No payment made by Duke Energy hereunder shall be deemed to constitute an admission by Duke Energy that the charges covered thereby are correct under the terms of this Agreement. Any dispute by Duke Energy of an invoice shall be subject to the dispute resolution procedures. Duke Energy shall have the right to withhold and offset any damages to Duke Energy against amounts due to Contractor until such time as the dispute is resolved.

V. SAFETY AND SECURITY

A. Safety Practices. The Services shall comply with the provisions of all applicable OSHA requirements and all Laws, including Contractor's obligations as an employer with regard to health, safety and payment of its employees and identification and procurement of required permits, licenses, certificates, approvals and inspections. Contractor and all personnel involved in the performance of the Services under this Agreement, including but not limited to, employees, subcontractors, and assigns, shall follow all required security and safety procedures while at the Sites to achieve a safe and injury free work place. All Services performed for Duke Energy shall comply with Duke Energy's Safe Work Practices Manual (as may be updated from time to time) applicable sections: First Aid Category, Hazardous Chemicals, Incident Reporting Category, Motor Vehicles Category, Housekeeping Category; Outdoors Hazards Section only, Materials Handling Category and Pesticides Category and all applicable Laws thereto. Written alternative work or safety practices shall be submitted to Duke Energy and used only upon written approval by Duke Energy. In addition, Contractor shall follow detailed technical safety and security specifications when such documents are provided by Duke Energy. Contractor shall be responsible for maintaining and supervising all safety and security precautions and programs in connection with its services under this Agreement. Services performed under this Agreement shall comply with State DOT (Department of Transportation) regulations and guidelines concerning traffic control and work zone set up, ANSI (American National Standards Institute) Z133.1 standard, and OSHA regulations and (i) 29 CFR 1910 General Industry Standards including 29CFR1910.269, (ii) 29 CFR 1926 Construction Standards and (iii) all other applicable regulations. Contractor shall prepare and submit to Duke Energy an incident investigation report for all minor injuries, near miss accidents, and OSHA Recordable Injuries.

B. Former Duke Energy Employees. Contractor shall provide Duke Energy in writing prior to any Services being performed under this Agreement, the name(s) of any person(s) employed or engaged by the Contractor who were previously employed with Duke Energy. Duke Energy reserves the right to direct the Contractor to remove any person

from Duke Energy's premises who is not acceptable to Duke Energy. If directed by Duke Energy, the Contractor shall bar such person(s) from the location and from performing Services under this Agreement. Any of Contractor's employees who are removed from the job at Duke Energy's request, will not be eligible for reassignment to a Duke Energy job unless approved in writing by Duke Energy.

C. Readiness for Services; Appearance. Contractor's employees, agents or other personnel shall at all times be dressed in clean, neat clothing, and shall observe all Duke Energy hygiene regulations and rules in effect while at the Sites.

D. Hazardous Materials Management. Contractor shall comply with all local, state and federal Laws with regards to chemicals stored in Contractor's vehicles or on-site storage facilities. Contractor must provide the following information to Duke Energy's environmental contact person at least two (2) weeks before the start of Services at any Duke Energy Site: (a) a list of all chemical products that will be brought onto such Duke Energy premises, including the trade name, manufacturer, maximum quantity to be stored and number of days on site for each product; (b) copies of Material Safety Data Sheets (MSDS) for all chemical products identified on such list (the product trade name on the MSDS must match the name that appears on the product label); (c) the ingredients of any chemical brought on such premises which has any of the following constituents:

- Ammonia (CAS # 7664-41-7) – may occur in cleaning supplies
- Asbestos (any type) – may occur in paints, tiles, mastic, insulation
- Butadiene (CAS # 87-68-3) – may occur in paints
- Cadmium and cadmium Compounds – may occur in silver solder, welding rods, paints, fly ash
- Chlorine (CAS # 7782-50-5) – may occur in bleaches
- Formaldehyde (CAS # 500-00-0) – may occur in fiberglass insulation, encapsulates, sealfas coating
- Hydrogen Sulfide (CAS # 7783-06-4) – may occur in asphalt
- Inorganic Arsenic
- Lead and Lead Compounds – may occur in paints
- Man-Made Vitrious Fibers – may occur in insulation
- Methylene Chloride (CAS # 75-09-2) – may occur in paints, solvents, strippers
- Methylenedianiline (MDA) – (CAS # 101-68-8) – may occur in grouting materials, paints
- Phosphorus (CAS # 7723-14-0) – may occur in welding rods, solder, brazing alloys
- Sulfuric Acid (CAS # 7664-93-9) – may occur in batteries and cleaning supplies

If Contractor desires to introduce additional chemicals to the Site during the course of performance of the Services, Contractor must notify Duke Energy's authorized representative prior to such introduction. Contractor shall comply with, and, at its expense, train its personnel to comply with, Duke Energy's PCB and Oil Spill Response Process. Contractor must adhere to Duke Energy's disposal, recycling and housekeeping programs during the performance of the Services at any premises owned or operated by Duke Energy. Contractor shall take all reasonable measures to minimize wastes generated at any premises owned or operated by Duke Energy. Contractor shall notify promptly Duke Energy's environmental contact person of any waste that is generated at any Duke Energy Site. At the completion of the Services, Contractor will remove any chemical products brought on-site. Contractor shall leave the work site clean and orderly. Contractor shall be responsible for the disposal of all debris, including all scrap wire, reels, packaging materials.

Contractor shall notify and summarize for Duke Energy any significant alleged or actual violations, noncompliance or deficiencies that the Contractor has received from regulatory agencies when such violations are related to or could negatively impact the Services performed under this Agreement. Notifications are to be forwarded to:

Jeffery T. Dierker
Duke Energy, Mgr EH&S Midwest PD Field Support
315 Main Street
Cincinnati, OH 45202

E. Use of Explosives. Use of explosives in a manner that might disturb or endanger the stability, safety or quality of the Services will not be allowed. Explosives shall be stored, handled and used as prescribed by the laws and regulations of the United States and the State in which the Services is performed, their agencies, and any political subdivisions thereof. Contractor shall be responsible for removal of all unused explosives.

F. Incident Reporting. In addition to reporting to Government as required by Laws, Provider shall promptly report in writing to Duke all accidents and near misses arising out of or in connection with the Services in accordance with Duke's site policies and procedures. For all accidents that cause death, serious bodily injury or property damage, Contractor shall immediately notify the Duke's Project Manager and the Duke's health and safety representative by telephone or messenger giving full details and statements of any witnesses. Contractor shall complete a human resources report for Duke within twenty-four (24) hours for all damage, injuries and near misses. Contractor will collect and maintain safety and health data for the performance of the Services, which will include but not be limited to total hours worked, incidents, near misses, lost work days, restricted duty, recordable injuries, workers compensation experience modifier, and any OSHA or state plan citation history. Upon request, Contractor will provide this data to Duke Energy.

G. Intoxicants and Narcotic Drugs. Contractor shall not permit or tolerate the introduction or use of intoxicating liquor, narcotic drugs, gambling or gambling paraphernalia at any Duke Site or during the performance of any Services. Any employee or agent of Contractor found engaging in such activities shall be removed and permanently barred from Duke Energy property, including any and all Sites. Contractor, its Subcontractors, and managers shall establish and implement a substance abuse program, which includes requirements meeting or exceeding the terms, set forth below (the "Drug and Alcohol Policy"). This Drug and Alcohol Policy shall apply to all Services at all existing and future Duke Energy Sites.

Within the first five (5) business days of the commencement of any Services, Contractor shall submit to Duke Energy a written statement certifying that each employee assigned to the Services, including all labor, craft, supervision and management employees, has completed a substance abuse screening test within the past twelve (12) months and has not tested positive, or if the employee tested positive, was referred to a Substance Abuse Professional ("SAP") for an evaluation, has completed or is complying with the SAP's recommendations, and has been retested and tested negative.

In addition, for any Services to be performed by Contractor for Duke Energy Indiana, Duke Energy Ohio or Duke Energy Kentucky, the Drug and Alcohol Policy shall be consistent with the Metro Indianapolis Coalition for Construction Safety ("MICCS"), the Mobilization Optimization, Stabilization, and Training ("MOST"), and the Construction Owners Association of the Tri-State ("COATS") COATS/Bethesda substance abuse testing programs. Any Contractor performing Services for Duke Energy in the Metro Indianapolis area shall participate in the MICCS standardized substance abuse testing central data base program. Any Contractor performing Services for Duke Energy in the Cincinnati/Tri-State area shall likewise participate in the COATS/Bethesda substance abuse testing program.

(1) Minimum Substance Abuse Testing Parameters

The following are the minimum substance abuse testing parameters:

- a. Use of a National Institute of Drug Abuse ("NIDA") approved laboratory.
- b. Use of a Medical Review Officer ("MRO") for confirmation of positive test results.
- c. Use of a NIDA 5 Panel Drug Screen with the following cut-off and confirmation levels:

	ng/ml <u>cut-off</u>	ng/ml <u>confirmation</u>
Marijuana (THC, Cannabinoids)	50	15
Amphetamines	1000	500
Cocaine	300	150
Phencyclidine (PCP)	25	25
Opiates	2000	2000

- d. Use of an evidential breath-testing device to detect the consumption of alcohol with a positive cutoff level of .04 percent.

Contractor shall test all employees involved in any accident requiring consultation with a doctor or medical treatment beyond first aid, or when there is probable cause as determined by Contractor or by Duke Energy.

Contractor shall implement a random substance abuse testing program that meets the minimum requirements set forth herein or certify that the employees assigned to the Services are currently participating in a qualified random substance abuse testing program ("Qualified Program"). A Qualified Program must require, on an annual basis, a number

of random tests equal to an annual rate of fifty percent (50%) of the total number of Contractor employees assigned to the Services and comply with the minimum substance abuse testing parameters stated herein.

(2) Random Substance Abuse Testing Minimum Requirements

The random selection method used by Contractor shall be truly random and credible. Random substance abuse testing is required for Services having duration of greater than one (1) week. The number of random substance abuse tests to be administered by Contractor shall be equal to the greater of ten percent (10%) of Contractor employees assigned to the Services or fifty percent (50%) times the number of Contractor employees assigned to the Services times the duration of the Services in weeks divided by 52. For example:

If the duration of the Services is 4 weeks and the number of Contractor employees assigned to the Services is 100, a minimum of 10 percent, 10 random substance abuse tests would be performed because:

$$\frac{50\% \times 100 \text{ employees} \times 4 \text{ weeks}}{52 \text{ weeks}} = 3.8 \text{ tests}$$

If the duration of the Services is 26 weeks and the number of Contractor employees assigned to the Services is 100, 25 random substance abuse tests would be performed.

$$\frac{50\% \times 100 \text{ employees} \times 26 \text{ weeks}}{52 \text{ weeks}} = 25 \text{ tests}$$

B. Immediately upon receipt of test results, Contractor shall remove from the job site any Contractor employee who tests positive or in any way does not comply with the Policy. Contractor shall not allow an employee who tests positive to return to the Services for the duration of the project and Term of this Agreement, unless, following

Duke Energy may, at its sole discretion, upon notice to Contractor, audit Contractor's substance abuse testing records relating to the Services. Duke Energy encourages Contractor to offer employee assistance to all employees who test positive and to have employees visit a SAP.

H. Fraud and Ethics. Contractor and/or its Subcontractors shall promptly report any fraud, illegal activity, fiscal waste or abuse, or other violations of Duke Energy's Code of Business Ethics (for reviewed at www.dukeenergy-ethicsline.com) by any Person, including but not limited to Contractor's sub-suppliers and other service providers. Such activity may be reported by contacting: (a) the applicable Duke Energy Contract Administrator, (b) Duke Energy's Chief Compliance Officer at 704-382-6510, (c) Duke Energy's Ethics Line at 800-525-3783, which may be called anonymously, or (d) Duke Energy's website at www.dukeenergy-ethicsline.com which is managed by a third party.

VI. TERM, DEFAULT AND TERMINATION

A. Term. The term of this Agreement shall be from MONTH, DATE, YEAR to MONTH, DATE, YEAR ("Term"), provided that this Agreement may be terminated by Duke Energy for its convenience upon ninety (90) days prior written notice by giving written notice of its intent to terminate this Agreement. Termination of this Agreement shall not affect the respective liabilities and obligations of both Parties incurred up to the date of termination. Prior to the expiration of this Agreement, both Parties shall have the opportunity to confer and mutually agree to extend this Agreement from year to year, provided however, either Party may withhold such agreement in its sole discretion. Should either Party desire to extend or renew this Agreement, such Party shall provide the other Party with a sixty (60) day written notice, which shall result in the commencement of discussions between the Parties about a renewal or extension of this Agreement.

B. Default. Each of the following events is an event of default under the Agreement:

(1) Duke Energy fails to pay Contractor in a timely manner any sum due under the Agreement and such failure continues for thirty (30) days after Duke Energy receives written notice from Contractor that the payment is past due.

(2) Contractor abandons the Services, fails to adhere to the schedule or complete the Services by the completion date set forth in this Agreement. Time is of the essence in performance of the Services under this Agreement.

(3) Contractor fails to obtain or maintain the insurance required by the Agreement.

(4) Contractor assigns or transfers, or attempts to assign or transfer, this Agreement or any right or interest herein, except as expressly authorized by Duke Energy in writing.

(5) Either Party files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state Laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of such Party as a debtor or a bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy Laws is filed in any court and such Party consents to or acquiesces in the filing of that pleading or petition or answer is not discharged or denied within sixty (60) days after it is filed.

(6) A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Agreement is appointed in any proceeding brought against Contractor and not discharged within sixty (60) days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

(7) Contractor breaches any other covenant, condition, or obligation in this Agreement other than those set forth above and fails to cure such breach within ten (10) Days after Duke Energy give Contractor written notice specifying the default and demanding that the same be remedied; **provided** that if such breach is not capable of being cured within such 10-day period and Contractor commences and diligently proceeds to cure the alleged default within such 10-day, the time for such cure shall be extended to thirty (30) days after the original notice.

C. Remedies. Upon the occurrence and continuation of an event of default, a Party at its option may take one or more of the following actions: (a) terminate the Agreement by giving the other Party written notice; (b) if Duke Energy, recover from Contractor immediately, as damages for loss of bargain and not as a penalty, and in addition to all other amounts Duke Energy is entitled to recover under the Agreement, an amount equal to the cost of completing the Services; (c) if Duke Energy, cure the default at Contractor's expense and offset the amounts against future payments; and (d) recover from the other Party any other damages described in this Agreement.

Upon the termination of this Agreement for any reason, Contractor shall vacate the Sites immediately and shall return the Site and the Duke Energy Equipment to Duke Energy in the same condition as when originally made available to Contractor, reasonable wear and tear excepted. If Contractor fails to remove its personal property from the Site(s) upon termination of this Agreement within a reasonable time, Duke Energy shall have the right to remove and store all of said property at the expense of Contractor. Duke shall not be required to store the property longer than sixty (60) days. After such sixty (60) day period then Duke Energy shall have the right to sell such property or assume ownership of the same with no further liability to Contractor.

In the event this Agreement is re-bid early or at the conclusion of the Term of this Agreement, a transition plan will be developed and mutually agreed by both Parties to minimize additional cost and maintain performance levels. Failure of the Contractor to follow the plan will result in the non-payment of the final month's invoice to Contractor.

VII. INSURANCE

Contractor shall maintain insurance with coverage and minimal limits of liability as follows:

- i. Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000. This insurance shall contain a waiver of subrogation rights against Duke Energy.
- ii. Commercial General Liability or equivalent insurance with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include but not be limited to products/completed

operations liability, owners protective, blanket contractual liability, personal injury liability and broad form property damage.

- iii. Comprehensive automobile liability (or equivalent) insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles, and contractual liability.

All required insurance shall be provided by companies reasonably acceptable to Duke Energy or that have a Best Rating of A⁻⁷ or higher. All of such insurance, including renewals, shall be subject to Duke Energy's approval and evidence of such coverages shall be furnished to Duke Energy on Certificates of Insurance indicating such insurance is in force and providing that it will not be canceled without thirty (30) days prior written notice to Duke Energy. Certificates of Insurance shall be filed with Duke Energy prior to commencement of Services hereunder. Contractor shall name Duke Energy as an additional insured under all of the policies referenced above (excluding worker's compensation).

All policies of insurance required shall be endorsed or shall otherwise provide that Contractor's insurance shall be primary with respect to Contractor's acts or omissions and not be in excess of, or contributing with, any insurance maintained by Duke Energy and its assigns. All policies shall include waivers of any right of subrogation of the insurers thereunder against Duke Energy. Each Party agrees to promptly notify the other Party in writing of any claims against either Duke Energy or Contractor and in the event of a suit being filed, shall promptly forward to the other Party all papers in connection therewith

VIII. INDEMNIFICATION

Contractor shall be liable for all damages or injuries occurring to persons or property that are caused by its negligence or its failure to comply with this Agreement. Further, Contractor hereby agrees to, and shall indemnify, hold harmless and defend Duke Energy during the period of any applicable statute of limitation from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, infringement of intellectual property or other proprietary rights, or expenses of whatever kind or nature, including attorneys' fees, which Duke Energy may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any way connected with Contractor's activities pursuant to the Agreement where the Contractor, its agents, employees, representatives, or subcontractors is negligent, resulting in any expenses that Duke Energy may sustain or incur in conjunction with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligations of this agreement of indemnity or any other similar agreements provided for by the Agreement, whether or not due in whole or in part to any act, omission or negligence of Duke Energy or the representatives and employees of Duke Energy to the extent permissible by Law, except insofar as such indemnity arising out of such injury or damage is caused by the sole negligence of Duke Energy, their representatives or employees. Contractor's indemnification obligation shall not be limited in any way by any limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any third party under worker's damages, compensation, disability or other employee benefits acts, nor by the provisions of any required insurance. The foregoing notwithstanding, Duke Energy agrees to hold harmless, defend and indemnify Contractor against any claim or liability arising from the presence or release of mercury, or any damage or expense caused by such mercury, at the time of the Work or any subsequent time thereafter, at customer premises in connections with its operations in removing gas meters and regulators, except for claims and/or liabilities that arise from Contractor's negligence or any third party working under the direction of Contractor.

Contractor hereby agrees to, and shall, indemnify, defend, and hold harmless Duke Energy from any and all claims, demands, actions, causes of action, liabilities, and expenses of whatever kind or nature, including attorneys' fees, that Duke Energy might suffer or incur by reason of Contractor's breach of this Agreement or violation or breach of any other written or verbal contract, commitment, or agreement executed in connection in any manner whatsoever with the Work and to which Contractor, its agent, or representative is a party or an intended third party beneficiary.

IX. LIMITATION ON LIABILITY

SUBJECT TO THE CONTRACTOR'S INDEMNITY OBLIGATIONS SET FORTH ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DUE TO ANY ACT OR OMISSION UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH OF DUKE ENERGY OHIO, DUKE ENERGY INDIANA, DUKE ENERGY KENTUCKY AND DUKE ENERGY CAROLINAS SHALL BE SEPARATELY LIABLE FOR THE OBLIGATIONS AND LIABILITIES OF SUCH ENTITY

AND SHALL NOT BE JOINTLY OR SEVERALLY LIABLE FOR THE OBLIGATIONS OF THE OTHER DUKE ENERGY PARTIES TO THIS AGREEMENT.

X. WARRANTIES

A. Warranty. Contractor represents and warrants that through the end of the Warranty Period: (a) the Services will be performed in a professional and competent manner and shall conform to requirements of the Agreement, including the Specification; (b) any Material delivered shall be handled, and stored (whether on-Site or off-Site) in accordance with all manufacturer's instructions and in a manner that does not void or impair manufacturer warranties; and (c) that the Contractor will use Prudent Industry Practices in performing the Services.

B. Performance of Warranty Services. If during the Term of this Agreement or within ninety (90) days after termination or expiration, Duke Energy discovers deviations from, breaches of, or failures of the foregoing warranties ("Defects"), Contractor shall, at its sole expense, correct, repair, modify, or replace those Defects, including repair, disassembly, removal, transportation, reassembly or re-performance of any affected portion of the Material immediately upon being given notice and shall demonstrate that the Defects have been properly corrected. Contractor shall provide Duke Energy with prior notice of any Subcontractor hired by Contractor to perform the warranty Services.

C. Breach of Warranty. Contractor shall use its best efforts to remedy any failure or breach of warranty promptly so as to minimize revenue loss to Duke Energy and to avoid disruption of Duke Energy's operations at the Site. If Contractor fails to initiate and diligently take steps to pursue corrective action within five (5) days after Contractor receives Duke Energy's notice and to pursue that corrective action fully and continuously thereafter, Duke Energy may undertake or arrange corrective action at Contractor's expense. If Duke Energy makes a good faith determination that corrective action is necessary in a shorter time than that provided in this Article, Duke Energy shall promptly notify Contractor of such need and, if Contractor fails to take steps to pursue such corrective action, Duke Energy may undertake or arrange corrective action at Contractor's expense. The correction of a Defect by Duke Energy pursuant to the previous sentence shall not limit or void Contractor's warranty.

D. Subcontractor Warranties. Contractor shall use its best efforts to obtain written warranties for the benefit of Contractor and Duke Energy from Material suppliers, vendors, and Subcontractors in relation to their respective portions of the Services which (a) are consistent with and at least equal to Contractor's warranty to Duke Energy and (b) warrant against defects and deficiencies in each Subcontractor's Services. Contractor shall provide to Duke Energy promptly copies of all Subcontractor warranties and guarantees Contractor obtains. Those warranties and guarantees shall provide that they survive Duke Energy and Contractor tests, inspections and approvals and shall be assignable to Duke Energy. On or after the expiration of the entire Warranty Period, as extended, at the request of Duke Energy, Contractor shall assign to Duke Energy any Subcontractor warranty for Services or Material that has not expired. Contractor represents and warrants that upon assignment, all Subcontractor warranties and guarantees shall be in full force and effect in accordance with their respective terms.

E. Primary Liability. Contractor shall have primary liability with respect to the warranties in the Agreement, whether or not any Defect or other matter is also covered by a warranty of a Subcontractor or other third party, and Duke Energy need only look to Contractor for corrective action. In addition, Contractor's warranties shall not be restricted in any manner by any warranty of a Subcontractor or other third party, and the refusal of a Subcontractor or other third party to provide or honor a warranty or to correct defective, deficient or nonconforming Services shall not excuse Contractor from its liability on its warranties to Duke Energy.

F. Reasonable Access. Duke Energy shall provide Contractor's representatives reasonable access to the Site, consistent with Duke Energy's policies and procedures in effect from time to time, for the purpose of performing warranty Services during times on which Duke Energy and Contractor agree. Contractor acknowledges that warranty Services, at the request of Duke Energy, must be coordinated with the ongoing operations of the Equipment and the Site to assure, among other things, that Duke Energy will be able to fulfill its obligations with respect to the Site.

XI. CONFIDENTIALITY

Contractor agrees that any information relating to Duke Energy's generation plans and customer information or financial, administrative and internal activities is considered confidential and proprietary information, including, without limitation all outage schedules, customer consumption, billing and credit data. Such information shall not be disclosed by the Contractor for any reason to any third party unless approved in writing by Duke Energy. Contractor acknowledges that

Duke Energy is under regulatory requirements to maintain outage schedule and customer information as confidential. Contractor agrees to use Confidential Information solely for the purpose of providing the Services to Duke Energy and shall disclose Duke Energy Confidential Information only to its employees with a need to know such information for the performance of this Agreement and only after such employees understand and agree to be bound by the terms of this paragraph. The Parties agree that in the event of a breach of this Agreement, Duke Energy shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

If Contractor is requested or ordered by a court or governmental entity to disclose any or all of the Confidential Information, Contractor shall (i) promptly notify Duke Energy of the existence, terms and circumstances surrounding the request or order; (ii) consult with Duke Energy on the advisability of taking steps to resist or narrow the request or order; (iii) cooperate with Duke Energy in any lawful effort Duke Energy undertakes to obtain any such relief and with any efforts to obtain reliable assurance that confidential treatment will be given to that portion of Confidential Information that is disclosed; and (iv) furnish only such portions of Confidential Information as Contractor is advised by counsel is legally required to be disclosed, unless Duke Energy expressly authorizes broader disclosure.

XII. SUPERVISORS/MANAGING PERSONNEL

Contractor shall designate a Services Coordinator to work with Duke Energy and who will serve as a single point of contact for all inquiries and concerns by Duke Energy. The Services Coordinator will represent Contractor in resolving any personnel problems that occur and will coordinate and assure all of Contractor's employee documentation is completed as requested, as well as helping to resolve any other problems that may occur. The resume of the Services Coordinator will be provided to Duke Energy for approval. If the Services Coordinator is removed from the position or leaves his or her position for any reason whatsoever, he or she will be promptly replaced with at least an equally qualified person, reasonably accepted by Duke Energy.

XIII. TAX

Contractor shall pay all Taxes on Contractor's employees, purchases of goods, tools, equipment, supplies and other consumables which are not permanently incorporated into the Duke Energy Site and which remain the property of the Contractor. Contractor shall also pay all Taxes attributable to Contractor's and its Subcontractor's employees, construction equipment, temporary buildings and other property used by Contractor and its Subcontractors in its performance of the Services under this Agreement which are not permanently incorporated into the Site and which remain the property of the Contractor. Allowance for such Taxes is included in the Billing Rates, and Contractor shall pay those Taxes when assessed, without claim against Duke Energy for reimbursement. Contractor shall impose a similar obligation on all Subcontractors and shall ensure that no Subcontractor shall have any claim against Duke Energy for reimbursement of those Taxes.

XIV. RECORD KEEPING; AUDIT

Contractor agrees to maintain records to support all Services performed and all items billed to Duke Energy and shall retain all such records for a period of three (3) years. Contractor shall maintain records required by any Laws. Contractor shall, at least once per quarter, provide Duke Energy with written documentation of its ongoing safety program. Contractor shall provide Duke Energy with a written report of its investigation and settlement of all accidents arising out of or related to the Services. Quarterly broken seal self audits will be reported to Duke Energy protection coordinator. For a period of three (3) years after the completion of the Services, Duke Energy, its auditors, or other representatives shall be afforded access at reasonable times to any and all accounting records or other documents relating to the Services.

XV. GENERAL

A. Independent Contractor. Contractor shall perform and execute the provisions of this Agreement as an independent contractor to Duke Energy and shall not in any respect be deemed or act, or hold itself out as an agent of Duke Energy for any purpose or reason whatsoever. Contractor is an independent contractor and all of its agents and employees shall be subject solely to the control, supervision, and authority of Contractor. Duke Energy and Contractor disclaim any intention to create a partnership or joint venture. Contractor shall not be entitled to act for, or have any power or authority to assume any obligation or responsibility on behalf of, Duke Energy.

B. Subcontracting. Upon prior written notice to and consent of the Duke Energy (not to be unreasonably withheld), Contractor shall have the right to have any portion of the Services performed by any subcontractors of , including Persons related to or affiliated with Contractor (the "Subcontractor"). Contractor shall deliver to Duke Energy for Duke Energy's review a written list of the Subcontractors that the Contractor proposes to engage or use in the performance of the Services before the Contractor enters any contract with any Subcontractor, and Duke Energy shall have the right to approve or reject each proposed Subcontractor. No contractual relationship shall exist between Duke Energy and any Subcontractor with respect to the Services. Contractor shall be fully responsible for all acts, omissions, failures and faults of all Subcontractors as fully as if they were the acts, omissions, failures and faults of Contractor.

C. Inclusion; Order of Precedence. This Agreement and the Exhibits shall be considered complementary. However, in the event of irreconcilable conflict between the Agreement and the Exhibits, the Agreement shall govern and the conflicting provisions shall be interpreted so as to accord with the provisions of the Agreement. In the event of a conflict between Exhibits, the Exhibit that addresses the issue with more specificity shall prevail over an Exhibit more general in nature. An Amendment or Change Order shall control that part of the Agreement which it supersedes. Except as otherwise provided below, this Agreement will govern all Services furnished by Contractor to Duke Energy subsequent to the Effective Date of this Agreement. Duke Energy may specify additions, deletions or qualifications to this Agreement in a Change Order and such changes shall be deemed to be a modification or supplement to this Agreement. Except as expressly provided herein, if there is a conflict between the terms of a Change Order and the terms of this Agreement, the terms of such Change Order shall prevail over the terms of this Agreement; provided, however, that in no event shall the provisions of be modified except pursuant to a separate Amendment executed by an authorized representative of each Party. Notwithstanding the foregoing, conflicts regarding purely technical matters shall be governed by Duke Energy's Change Order for the Services. Any pre-printed terms and conditions on the back of or attached to a request for proposal, bid, quotation, Purchase Order, acknowledgement, bill of lading, RFQ or any other accounting, shipping or confirmation document shall be null and void, unless expressly agreed in writing by both Parties.

D. No Publication. Contractor shall not use Duke Energy's name or the fact that Contractor is performing Services for Duke Energy in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke Energy's prior written consent. Contractor shall not use Duke Energy's (including its subsidiaries and affiliates) name, logos, copyrights, trademarks, service marks, trade names or trade secrets in any way without Duke Energy's prior written consent, and Duke Energy shall not be deemed to have granted Contractor a license of, or granted Contractor any rights in, any of the foregoing by entering into this Agreement.

E. Notices. All notices required or permitted to be given by this Agreement, except where oral notice is specifically authorized, shall be in writing, shall identify the appropriate Service request, and shall be mailed, hand delivered or sent via facsimile to the relevant party at the address set out in the Service request. Written notices shall be deemed delivered on the date of actual hand delivery, or the date that a facsimile is actually received, if a business day or, if not a business day, the next business day, or, if sent by first class United States mail postage prepaid, correctly addressed, then on the third business day after the day on which mailed. Each Party may change its address for notices by written notice given in accordance with this Article.

F. Force Majeure. If, because of a Force Majeure event, the business operations at the locations shall be interrupted or stopped, performance of this Agreement shall be suspended and excused to the extent commensurate with such interfering occurrence and the time for performance shall be extended on a day for day basis.

G. Severability. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from this Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent allowed by law.

H. Dispute Resolution

(1) Negotiation. The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "Disputes") promptly by negotiation between executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A Party may give the other Party written notice of a Dispute which has not been resolved in the normal course of business. Such notice shall include: (a) a statement of that Party's position and a summary of arguments supporting such position, and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) days after delivery of the notice, the receiving Party shall respond with (a) a statement of that Party's position and a summary of arguments supporting such position, and (b) the

name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within ten (10) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(2) Arbitration. If the Dispute has not been resolved by negotiation within twenty (20) days of the disputing Party's initial notice, or if the Parties failed to meet for the first time within ten (10) days of the initial notice, the Parties shall fully and finally settle all Disputes where the amount in controversy exceeds \$50,000 by binding arbitration. All arbitration proceedings shall take place in Charlotte, North Carolina under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA Construction Industry Rules then in effect, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. For all Disputes where the amount in controversy is less than \$250,000, the arbitration proceeding shall be conducted by a single arbitrator selected by the Parties (or the AAA if the Parties cannot agree). For all Disputes where the amount in controversy between the Parties is equal to or more than \$250,000, the arbitration proceeding shall be conducted by a panel of three (3) arbitrators, with at least one of the arbitrators being an attorney with at least ten (10) years experience in the electric industry. If the Parties have not so agreed on such three arbitrator(s) on or before thirty (30) days following the delivery of a demand for Arbitration to the other Party, then each Party, by notice to the other Party, may designate one arbitrator (who shall not be a current or former officer, director, employee or agent of such Party or any of its Affiliates). The two arbitrators designated as provided in the immediately preceding sentence shall endeavor to designate promptly a third arbitrator. If either Party fails to designate an initial arbitrator on or before forty five (45) Days following the delivery of an Arbitration notice to the other Party, or if the two initially designated arbitrators have not designated a third arbitrator within 30 days of the date for designation of the two arbitrators initially designated, any Party may request the American Arbitration Association to designate the remaining arbitrator(s) pursuant to its Construction Arbitration Rules. If any arbitrator resigns, becomes incapacitated, or otherwise refuses or fails to serve or to continue to serve as an arbitrator, the Party entitled to designate that arbitrator shall designate a successor. The demand for arbitration shall be served on the other Party to the Agreement. No demand for arbitration shall be made or permitted after the date when the institution of a civil action based on the Dispute would be barred by the applicable statute of limitations or repose of the State.

No arbitration arising under the Agreement shall include, by consolidation, joinder or any other manner, any Person not a party to the Agreement unless (a) such Person is substantially involved in a common question of fact or Laws, (b) the presence of the Person is required if complete relief is to be accorded in the arbitration, and (c) the Person has consented to be included.

The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of Disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may file a complaint in a court of competent jurisdiction on issues of statute of limitations or repose or to seek injunctive relief, sequestration, garnishment, attachment, or an appointment of a receiver. Preservation of these remedies does not limit the power of the arbitrator(s) to grant similar remedies, and despite such actions, the Parties will continue to participate in good faith in and be bound by the dispute resolution procedures specified in this Article.

The arbitrator(s)' decision shall be by majority vote and shall be issued in a writing that sets forth in separately numbered paragraphs all of the findings of fact and conclusions of law necessary for the decision. Findings of fact and conclusions of law shall be separately designated as such. The arbitrator(s) shall not be entitled deviate from the construct, procedures or requirements of this Agreement. In the absence of gross negligence or willful misconduct by an arbitrator, any decision rendered by the arbitrator(s) in any arbitration shall be final and binding upon the Parties, and judgment may be entered on the award in any court of competent jurisdiction. The cost of all arbitrators shall be borne equally by the Parties.

Either Party may apply to the arbitrators for the privilege of conducting discovery. The right to conduct discovery shall be granted by the arbitrators in their sole discretion with a view to avoiding surprise and providing reasonable access to necessary information or to information likely to be presented during the course of the arbitration, provided that such discovery period shall not exceed ninety (90) days.

I. No Waiver. For any waiver of any right, obligation or privilege to be binding, the waiver must be in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver by Duke Energy of any one or more obligations, defaults or breaches under this Agreement shall not operate as a waiver of any future obligation, default or defaults, whether of a like or different character.

J. Assignment. Contractor shall not assign this Agreement or subcontract any of its obligations hereunder without the prior written consent of Duke Energy, and any such attempted assignment or subcontracting without such consent shall be null and void. Any such consent may be withheld at Duke Energy's sole discretion. Duke Energy's consent to subcontracting or assignment, if granted, shall not relieve Contractor of any of its liabilities and responsibilities hereunder.

K. Non-Solicitation. Contractor shall not, without Duke Energy's prior written consent, solicit for employment or employ any person who is or was an employee of Duke Energy until six (6) months after such employee is no longer employed by Duke Energy; provided however, Duke Energy waives this six (6) month waiting period for any former employee who has been laid off by Duke Energy as part of a workforce reduction program. The Parties acknowledge that a breach of the obligations set forth in this Article would cause irreparable harm and leave Duke Energy without an adequate remedy at law. Duke Energy thus shall be entitled to injunctive relief to enforce the terms of this Agreement.

L. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State where the on-Site Services are being performed, excluding any conflict of laws rules, provided that, if the Services occur at Sites in more than one State and the dispute is related to more than one state, the laws of the State of North Carolina shall apply and govern.

M. Entire Agreement. The terms and conditions set forth herein, including Exhibits A and B, are intended by Contractor and Duke Energy to constitute the complete statement of their agreement and all prior communications relating to the subject matter of this Agreement, whether oral or written, are hereby superseded. No modification or amendment of this Agreement shall be effective unless the same is in writing and signed by both Parties.

N. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

O. Mechanic's Lien Waiver. Contractor waives any and all claims to rights of a mechanic's lien on Duke Energy's property as a result of providing the Work pursuant to the Agreement. Contractor shall also obtain written waivers of mechanic's liens from all subcontractors, suppliers, and materialmen of Contractor providing labor or material in connection with the Work. The written waivers shall be obtained by Contractor and provided to Duke Energy's Representative at quarterly intervals, with the first interval beginning on the day that Work is commenced. The written waivers for each quarter shall pertain and be limited to that service, labor and those supplies and materials for which payment is due during said interval. In the event Contractor fails to secure written waivers of mechanics liens from its subcontractors, suppliers, or materialmen as required under this Article, Duke Energy may terminate this Agreement for cause. In the event that rights to a mechanic's lien are claimed upon Duke Energy's property by a subcontractor, supplier, or materialman of Contractor, Contractor shall expeditiously obtain the release of said mechanic's lien within thirty (30) days of the filing of such lien. Upon Contractor's failure to obtain said release expeditiously, Duke Energy may proceed to obtain the release of the mechanic's lien and Contractor shall be liable to Duke Energy for any and all costs and expenses, including attorneys' fees, which are incurred by Duke Energy in obtaining said release. Any amounts owed by the Contractor to Duke Energy under this Article, may be offset by Duke Energy by any amounts owed to the Contractor, which shall include, but not be limited to, the retention of any retained funds held by Duke Energy pursuant to any portion of the Agreement. Further, upon Duke Energy's communication to Contractor that any subcontractor has contacted Duke Energy about any amounts owed to such Subcontractor by Contractor, Contractor shall immediately resolve the matter with the Subcontractor. Should Contractor fail to expeditiously resolve the matter to Duke Energy's satisfaction, Duke Energy may offset any invoices owed to Contractor under this Agreement between the Parties for the performance of any Contractor's Services herein or any services or work performed at any other Duke Energy property or station related to any other Purchase Order between the Parties.

[Signatures on next page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed by a duly authorized representative as of the Effective Date first above written.

CONTRACTOR

By: _____

Title: _____

Name: _____

Date: _____

Duke Energy Shared Services, Inc., as agent for and on behalf of Duke Energy Ohio, Inc. ("Duke Ohio"), Duke Energy Kentucky, Inc. ("Duke Kentucky"), Duke Energy Indiana, Inc. ("Duke Indiana"), Duke Energy Carolinas, LLC ("Duke Carolinas")

Duke Energy Shared Services, Inc.

By: _____

Name: Andi Horner _____

Title: Buyer _____

Date: MONTH, DATE, YEAR _____

EXHIBIT A
SPECIFICATIONS OR SCOPE OF WORK

All Work shall be performed in accordance with the terms and conditions included in this Agreement, Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc.'s - Gas Standards, Welding Specifications, Specification GD-150, Technical Specifications, Bid Documents, Construction Drawings, and any other documents, drawings, specifications or other instruments ("Documents"), which are to be used and considered by Contractor, as applicable, for the performance of the Work. The Specifications GD-150 and all other necessary Documents shall be obtained by Contractor and/or provided by Duke Energy to Contractor or other party upon request, and all such Documents shall be incorporated herein by reference. Contractor shall ensure that it has any and all such Documents for the performance of the Work prior to the commencement of such Work..

All Work must be completed by labor under a collective bargaining agreement.

~~G-XXXX, Job #XX-XXXX-X, SHORT DESCRIPTION (i.e. - KY CIBS MODULE 309)~~

INVOICING NOTE:

Mail All Invoices To:

Duke Energy Ohio or KY, Inc.
Gas Engineering, Room 460A
Attn: Invoice Desk
P.O. Box 960
Cincinnati, OH 45201-0960

You must include on your invoice:

- ▶ Contract #~~XXXXXXXX~~
- ▶ Invoice number
- ▶ Invoice amount (split out labor and material prices)
- ▶ Invoice date

EXHIBIT B
BILLING RATES AND/OR FEES

Construction Schedule For Module And Non-Module Jobs

Modules--Construction Schedule and Progress Report Third Quarter 2007

Job Number	Job Name	Contractor	Community	Projected Length	Length To Date	Remaining Main	Percentage Complete
05-8305-4	KY CIBS MODULE 305	AMS	Newport	13,010	13,010	0	100.0%
04-8309-9	KY CIBS MODULE 309	AMS	Covington	8,963	8,963	0	100.0%
05-8317-9	KY CIBS MODULE 317	AMS	Covington	15,745	15,745	0	100.0%
07-8387-8	KY CIBS MODULE 387	AMS	Elsmere	8,298	4,607	3,691	55.5%
07-8469-4	KY CIBS MODULE 469	Northern Pipeline	Covington	5,867	5,684	183	96.9%
07-8569-1	KY CIBS MODULE 569	AMS	Park Hills	3,998	3,424	574	85.6%
07-8574-1	KY CIBS MODULE 574	Miller Pipeline	Ft. Thomas	4,155	4,155	0	100.0%

09/13/07

AMRP Projects Construction Schedule
for Projects Outside Module

ReportPeriod: 200709

WO	Jobno	Job Name	Start Date	In ServiceDt	ReqNo	Construction By	Pct Complete	Length
C9890	07-1076-4	WASHINGTON AVE	08/07		G-5228	Brewer	0	770.00
C9891	07-1075-6	FLORAL CT	08/07		G-5228	Brewer	0	230.00
C9892	06-1060-0	PERSHING ALLEY	08/07		G-5228	Brewer	0	620.00
C9974	07-7319-2	LOCUST ST-IMP-LUDLOW	07/07	9/7/2007	G-5236	Brewer	100	500.00
D1057	07-7314-3	ST.ELIZABETH HOSP-ROAD	07/07	8/7/2007	G-5244	Infrasource	100	997.00

Index of AMRP Projects

Attached is a listing of:

1. AMRP projects scheduled in 2007 third quarter. These project numbers will match the 11" x 17" job construction drawings included with this filing. The job number is located in the box in the lower right-hand corner of the page.

Construction Drawings and Maps

**The following Construction Drawings and Maps are included
as part of the Third Quarter 2007 Filing**

Construction Drawings:

**St. Elizabeth Hosp-Rd
Johnson St**

Maps:

None

**Progress Reports For Module Work And
Projects Outside Of Module Work**

Third Quarter 2007

Modules--Progress Report Third Quarter 2007

<u>Job Number</u>	<u>Job Name</u>	<u>Contractor</u>	<u>Community</u>	<u>Projected Length</u>	<u>Length To Date</u>	<u>Remaining Main</u>	<u>Percentage Complete</u>
05-8305-4	KY CIBS MODULE 305	AMS	Newport	13,010	13,010	0	100.0%
04-8309-9	KY CIBS MODULE 309	AMS	Covington	8,963	8,963	0	100.0%
05-8317-9	KY CIBS MODULE 317	AMS	Covington	15,745	15,745	0	100.0%
07-8387-8	KY CIBS MODULE 387	AMS	Elsmere	8,298	4,607	3,691	55.5%
07-8469-4	KY CIBS MODULE 469	Northern Pipeline	Covington	5,867	5,684	183	96.9%
07-8569-1	KY CIBS MODULE 569	AMS	Park Hills	3,998	3,424	574	85.6%
07-8574-1	KY CIBS MODULE 574	Miller Pipeline	Ft. Thomas	4,155	4,155	0	100.0%
				60,036	55,588	4,448	92.6%

09/13/07

AMRP Projects Construction Schedule Progress
for Projects Outside Module V.

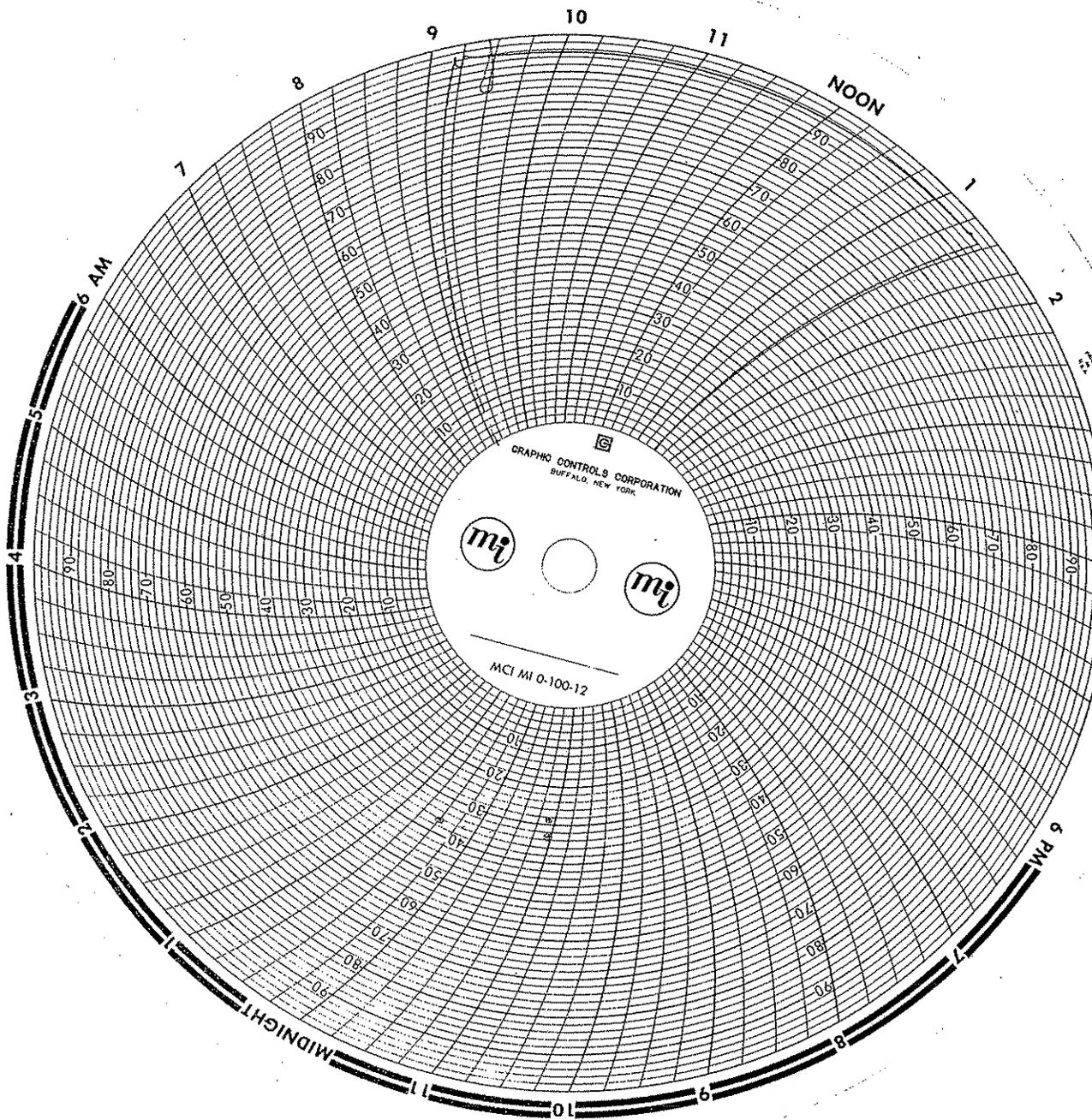
ReportPeriod: 200709

WO	Jobno	Job Name	Start Date	In ServiceDt	Construction By	Pct Complete	Length
C9890	07-1076-4	WASHINGTON AVE	08/07		Brewer	0	770.00
C9891	07-1075-6	FLORAL CT	08/07		Brewer	0	230.00
C9892	06-1060-0	PERSHING ALLEY	08/07		Brewer	0	620.00
C9974	07-7319-2	LOCUST ST-IMP-LUDLOW	07/07	9/7/2007	Brewer	100	500.00
D1057	07-7314-3	ST.ELIZABETH HOSP-ROAD	07/07	8/7/2007	Infrasource	100	997.00

Pressure Charts For Module Work

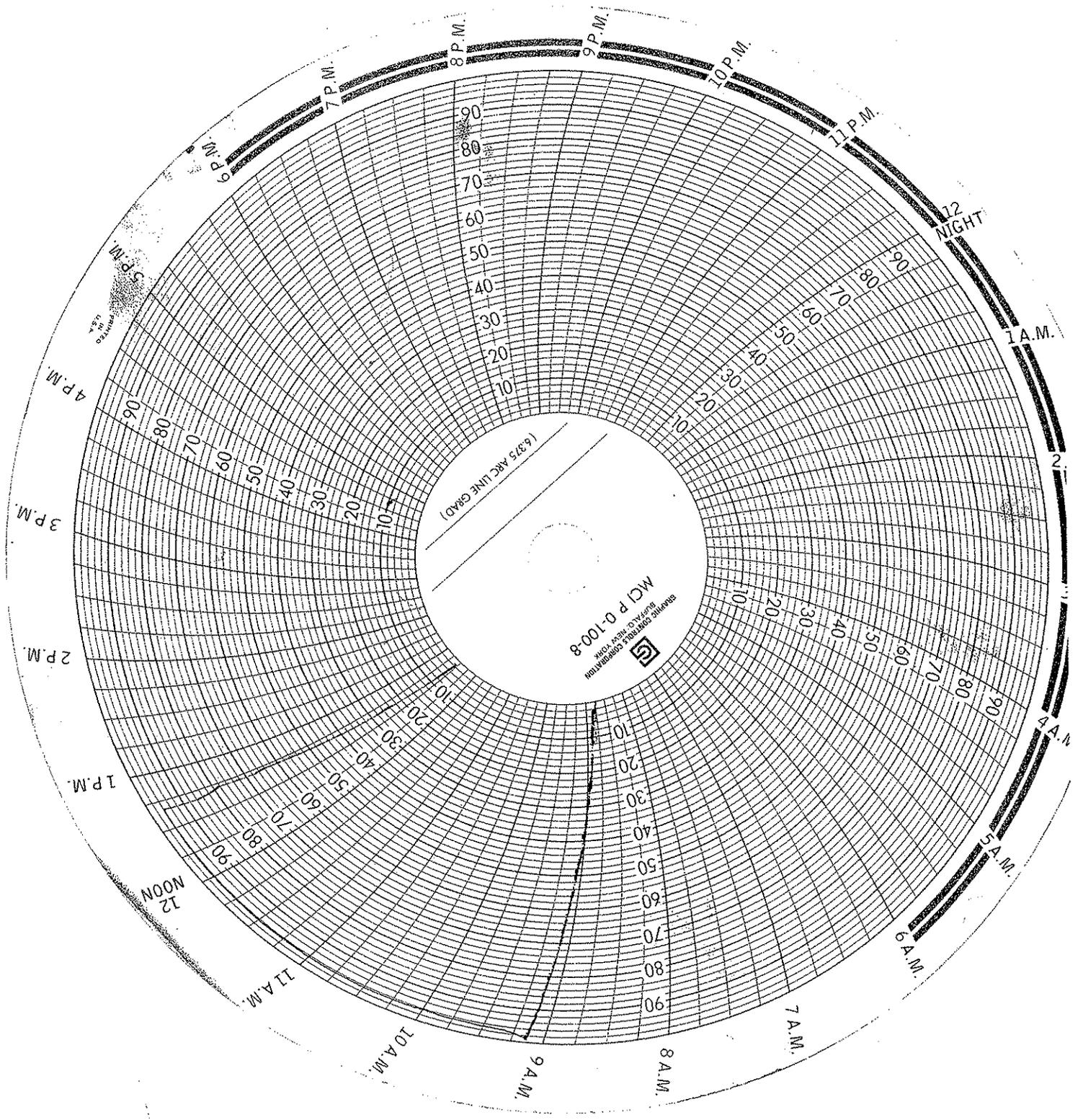
Third Quarter 2007

Pressure Chart For Module 349



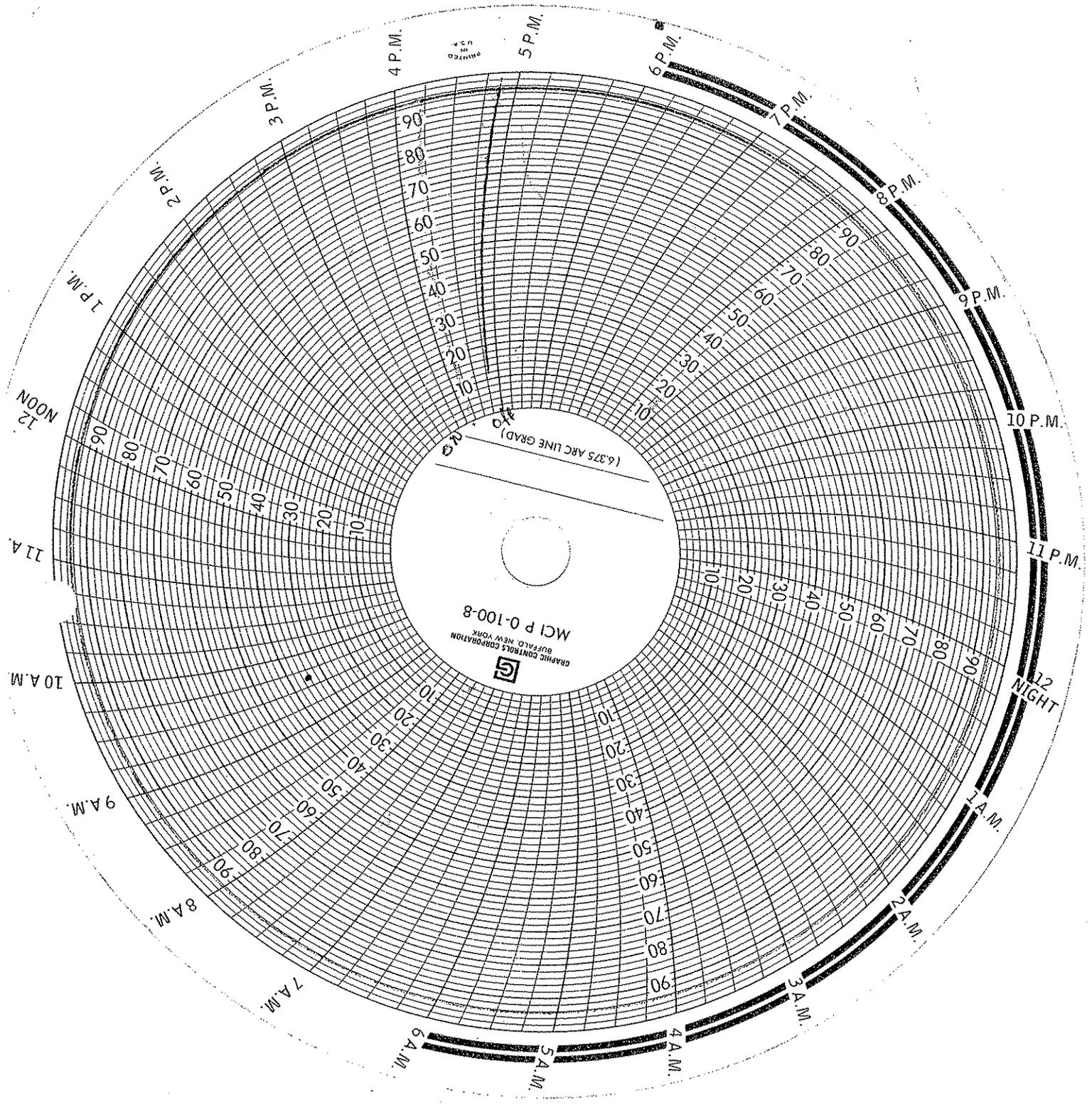
Module 349

Pressure Chart For Module 351

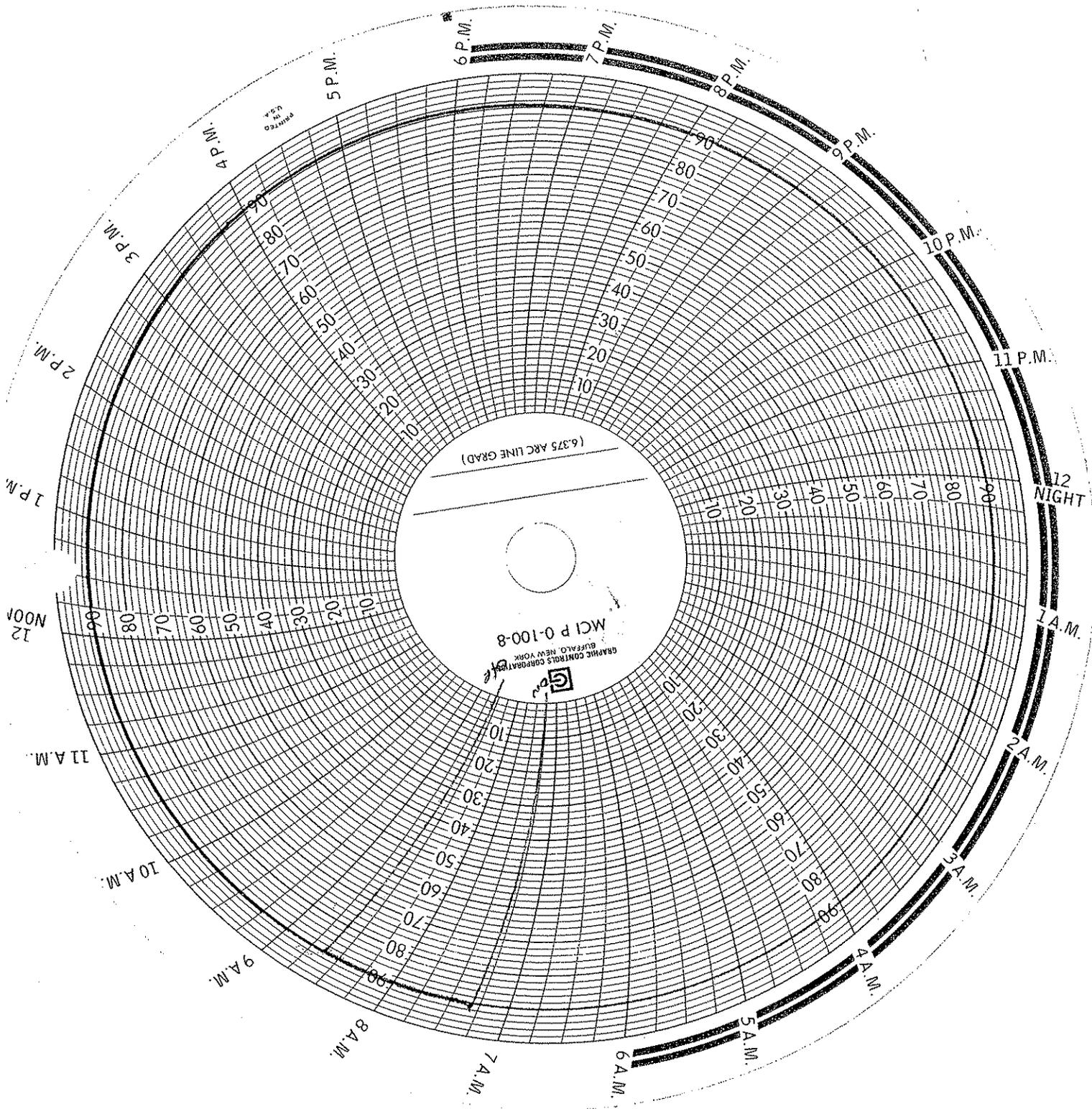


Module 351

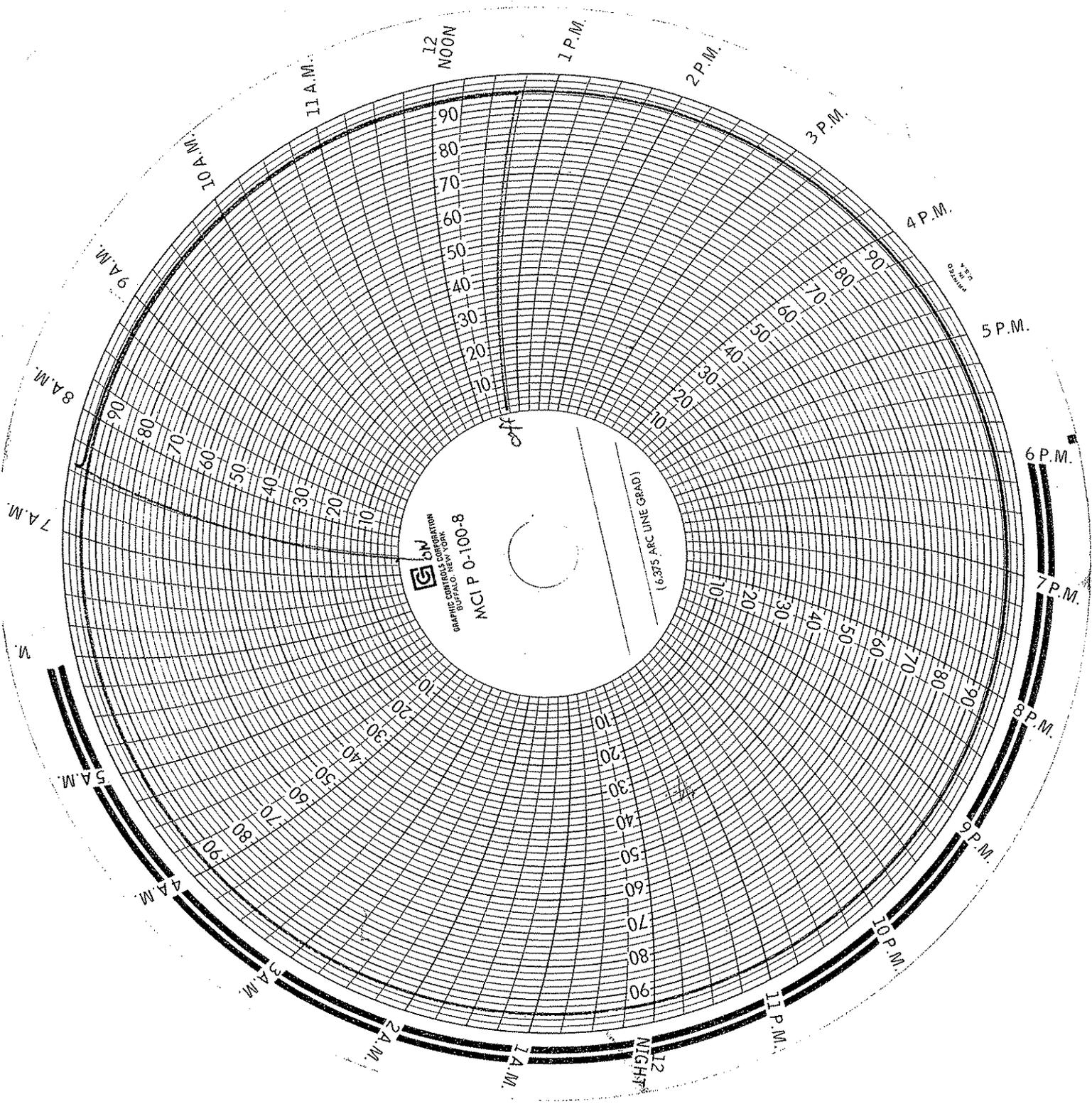
Pressure Chart For Module 387



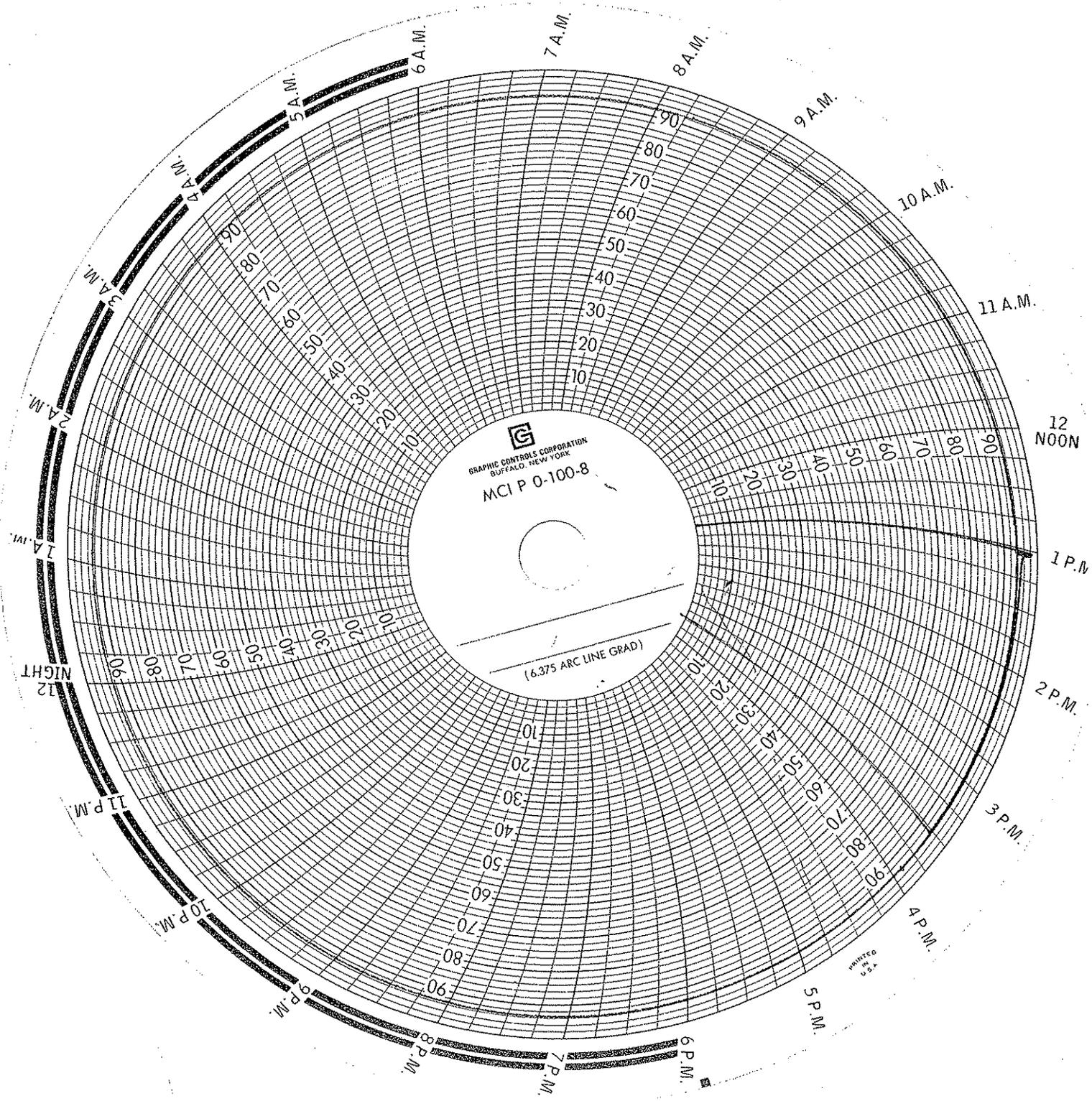
module 387



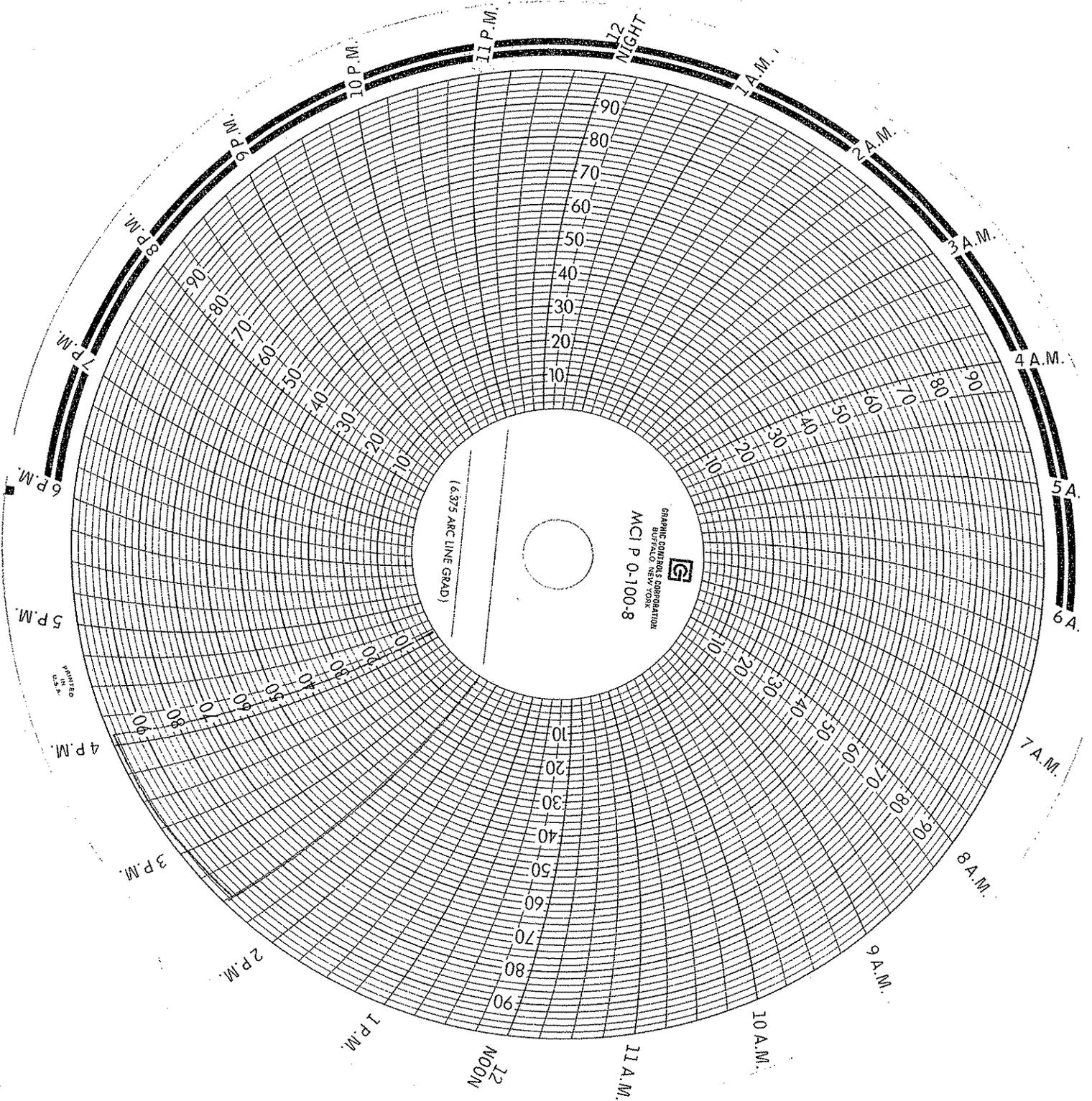
Model 387



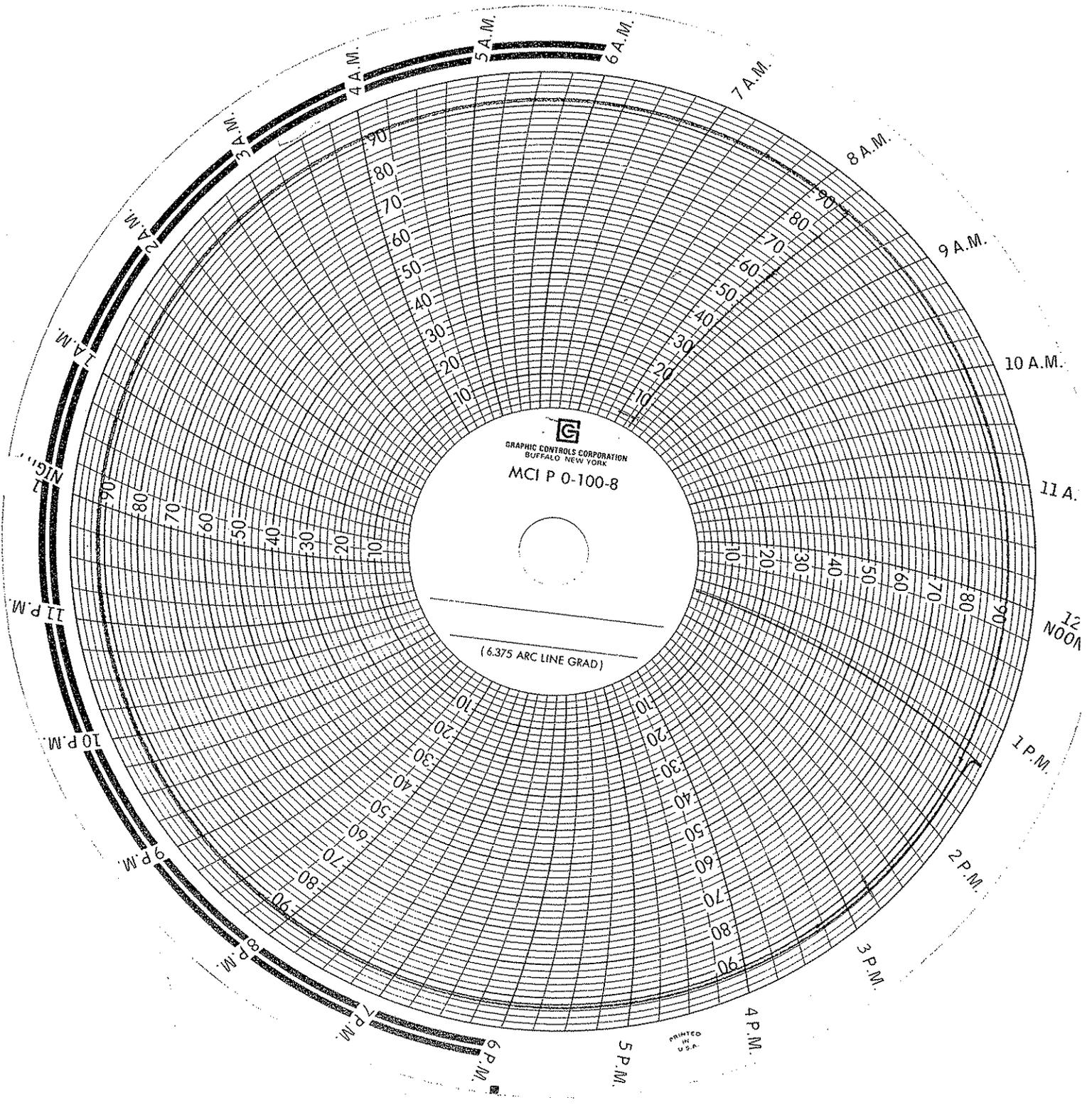
Model 387



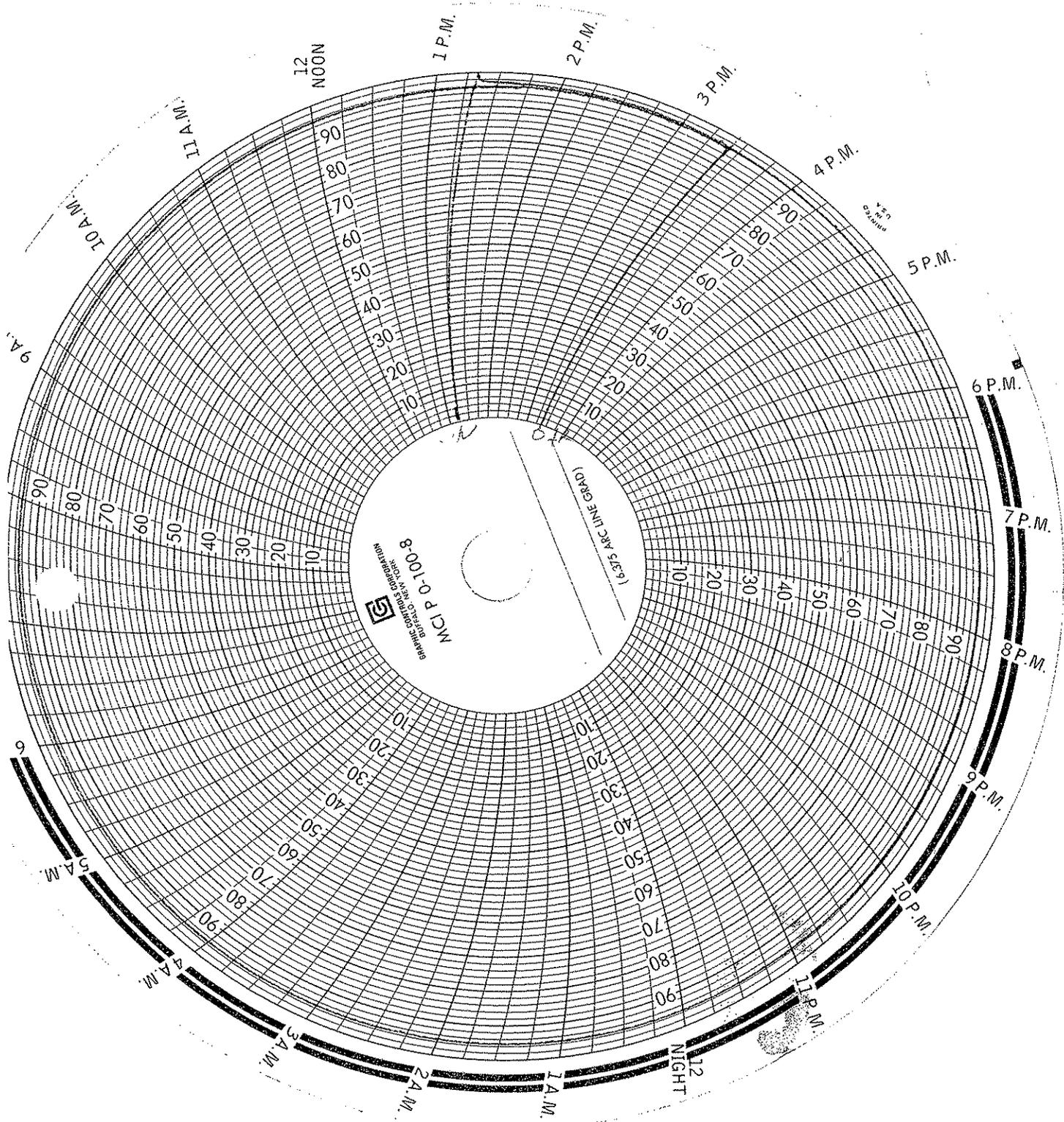
Module 387



Module 387

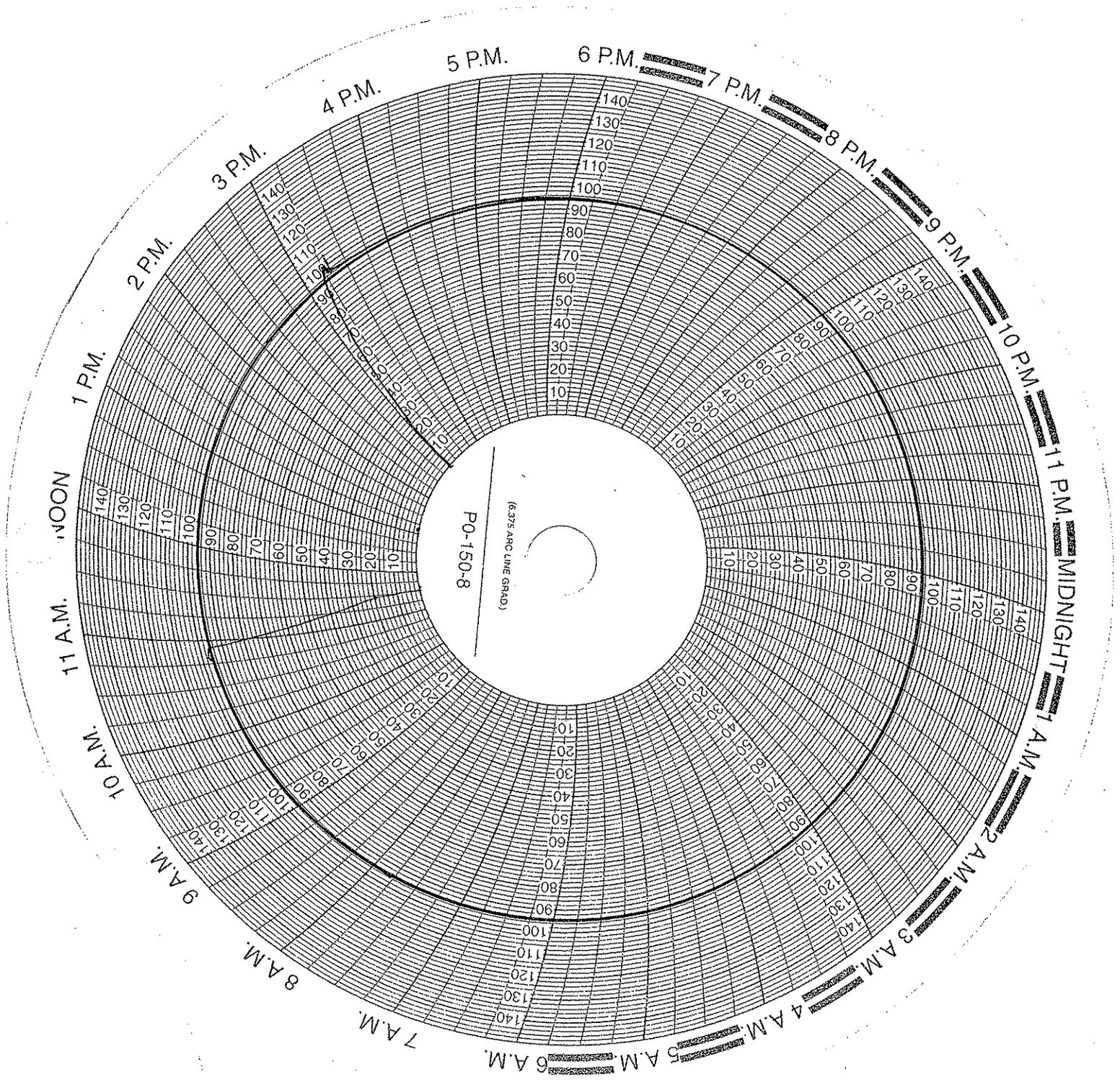


Module 387

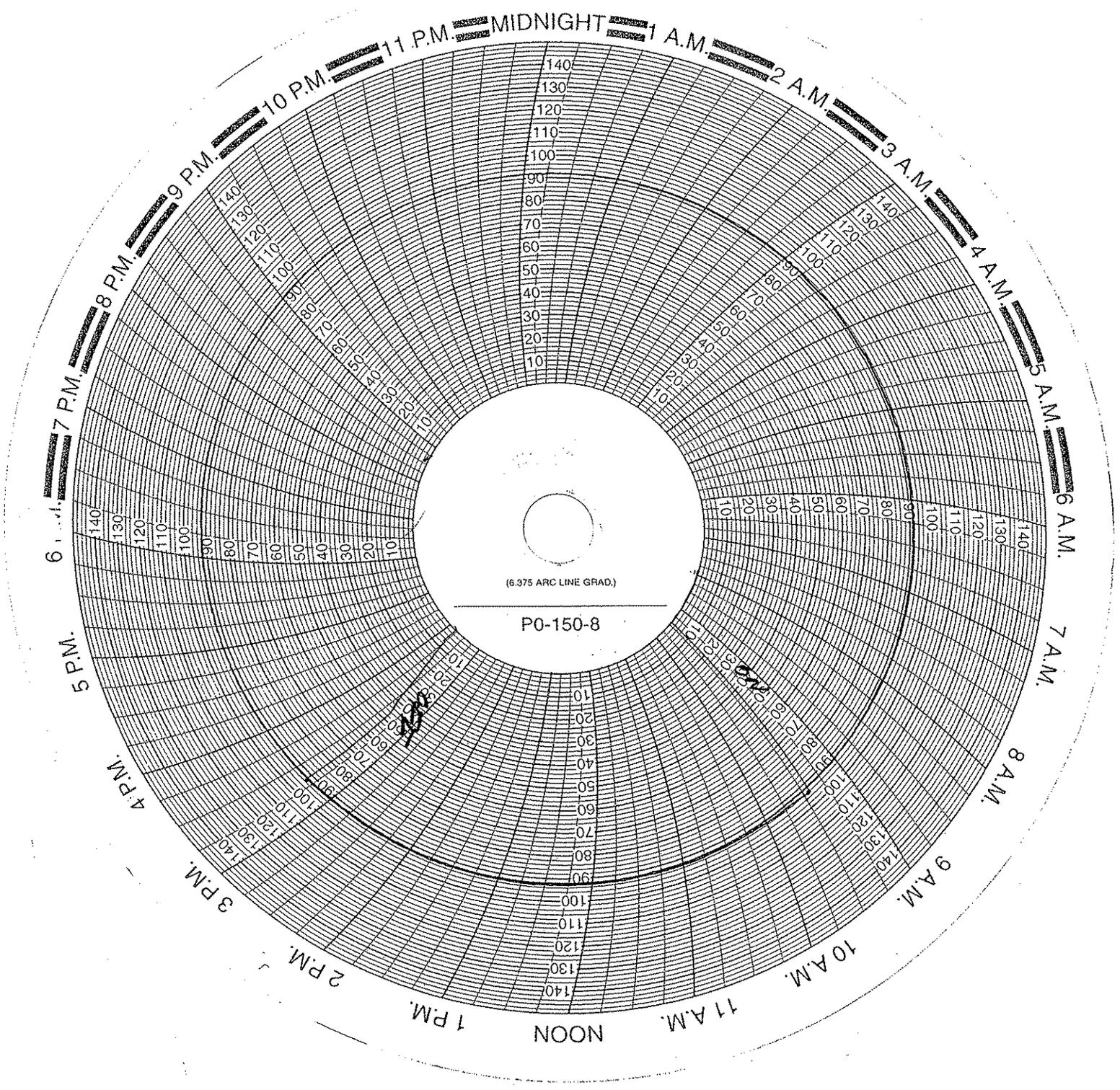


Module 387

Pressure Chart For Module 469

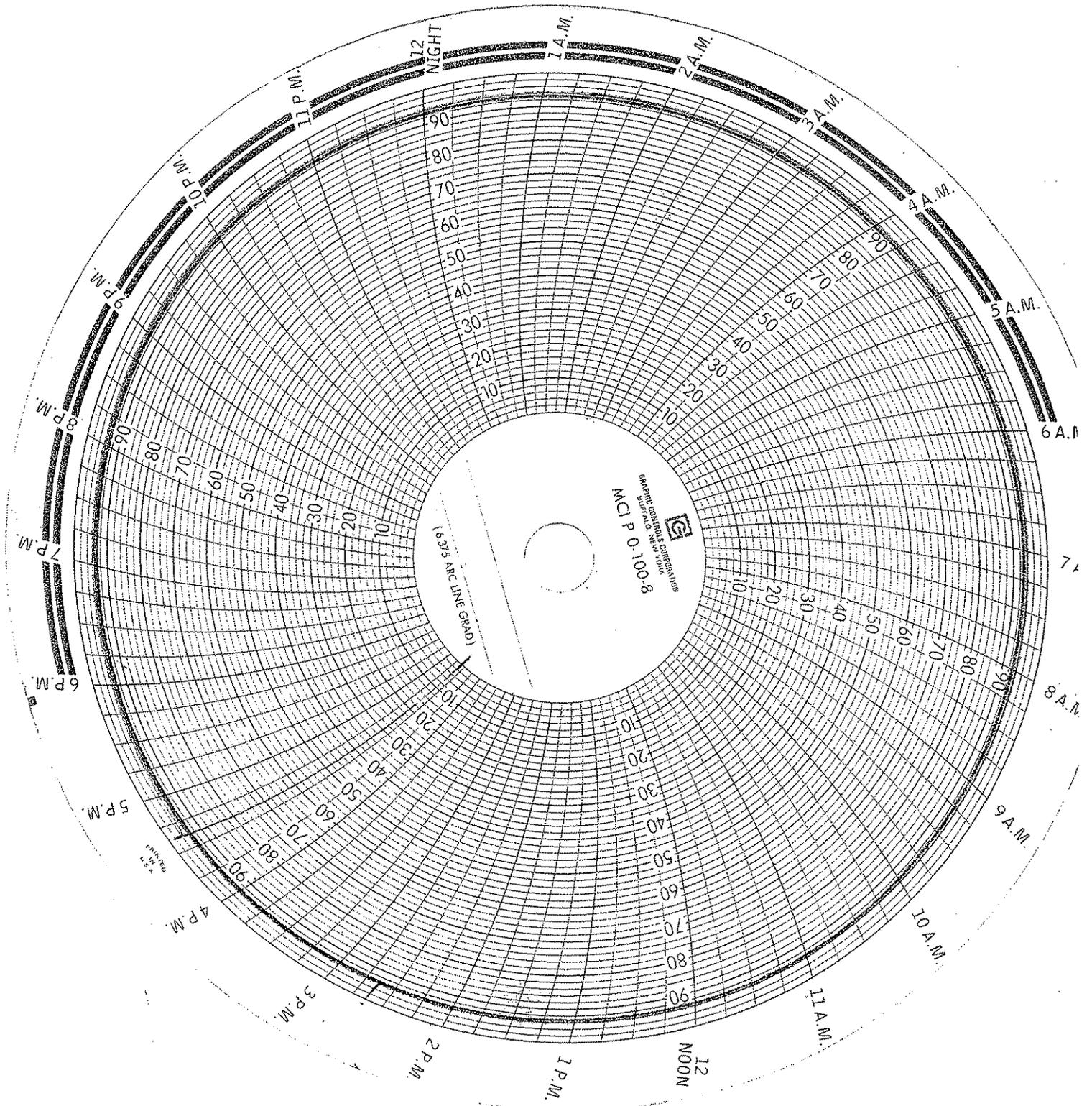


Module 469



module 469

Pressure Chart For Module 574

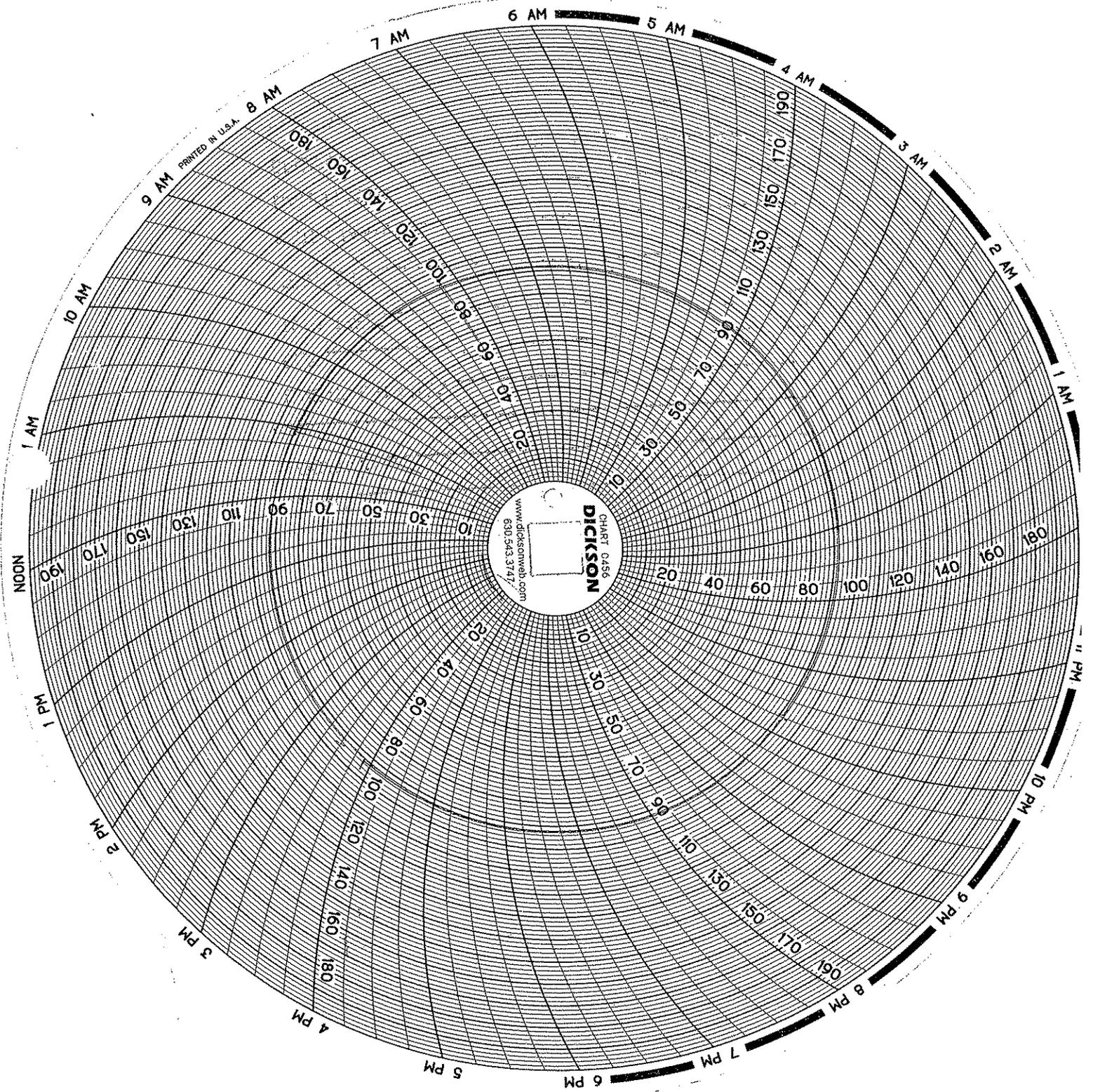


Module 574

**Pressure Charts For Projects Outside of
Module Work**

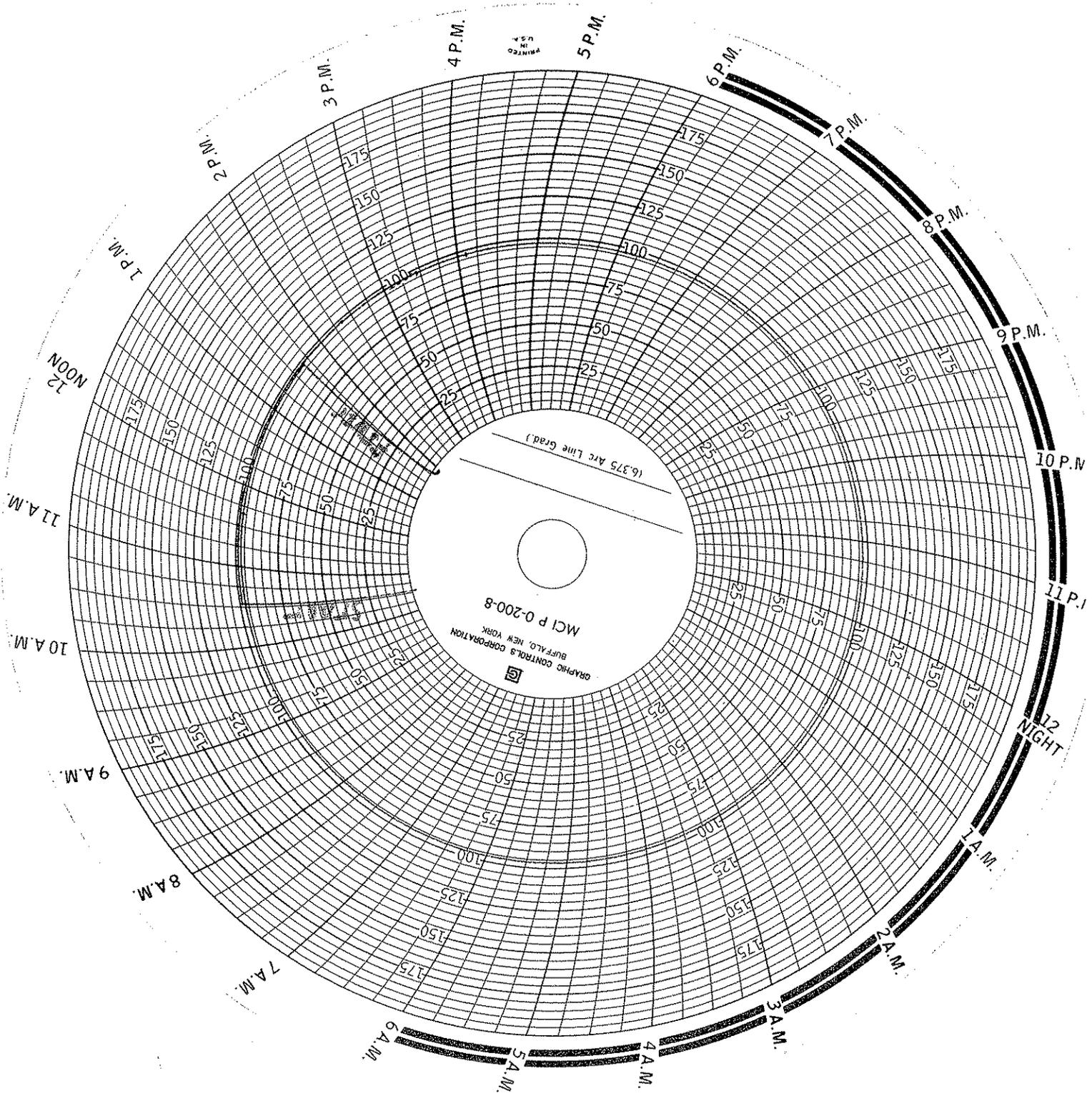
Third Quarter 2007

**Pressure Chart For
St. Elizabeth Hospital Road**



St. Elizabeth Hosp Rd

Pressure Chart For Locust Street



Locust Street

Welding Certification

Third Quarter 2007

**Duke Energy Kentucky
Company and Contractor Welder Qualifications**

	<u>WELDER NAME</u>	<u>DATE QUALIFIED</u>	<u>EMPLOYEE #</u>	<u>COMPANY NAME</u>	<u>QUALIFIED BY</u>	<u>MARK</u>
	Company					
1	Kevin Adkins	01/16/07	17426	Duke-Energy	Ron Warren	E7
2	Larry Collins	01/16/07	18314	Duke-Energy	Ron Warren	C5
3	Fred Johnson	01/16/07	42025	Duke-Energy	Ron Warren	FJ
4	Kenneth Steele	01/16/07	95057	Duke-Energy	Ron Warren	KS
5	Dan Beeler	04/05/07		Duke-Energy (Electric)	Ralph Pfister	DB
	Contractor					
1	Andy Green	05/01/06	n/a	AMS	Carl Goyette	AG
2	Rod Cooper	07/18/06	n/a	AMS	Ron Warren	S6
3	Ted Hipsher	07/21/06	n/a	AMS	Ron Warren	TH
4	Benny Sanchez	07/27/06	n/a	Brewer	Ron Warren	BS
5	Tom Taxis	07/30/07	n/a	Infrasource	Ron Warren	TT
6	Mark Anton	07/28/06	n/a	AMS	Ron Warren	MA
7	Jason Bannister	12/07/06	n/a		Ron Warren	JAB
8	Mark Chapman	02/08/07	n/a	Arby Const	Ron Warren	MC
9	Max Campbell	02/08/07	n/a		Ron Warren	M-C
10	Charles Addison	02/09/07	n/a	RLA	Ron Warren	CEA
11	Patrick Donald Duffy	02/12/07	n/a	Infrasource	Ron Warren	B14
12	Randy Wyatt	02/16/07	n/a	RLA	Ron Warren	WR
13	Brad Jenkins	03/13/07	n/a		Ron Warren	BJ
14	Arnold Henry-Edward Krause III	04/04/07	n/a	Infrasource	Ralph Pfister	AK
15	Andrew S. Green	04/05/07	n/a	Northern Pipeline	Ralph Pfister	AG
16	Dennis Thomas Zielinski	04/05/07	n/a	Infrasource	Ralph Pfister	DZ
17	Scott A. Harbaugh	05/07/07	n/a	Miller Pipeline	Ronald Warren	SH

**DURC-ENERGY
COUPON TEST REPORT**

SS# _____
Test No.: 6-18

Location: 670 W NORTH BEND RD

Date: 2/9/07

Contractor: Duke-Energy

Sub-contractor

Schedule: N/A

Gang: N/A

Inspector: N/A

Date: 2/9/07 Location- OHIO

Roll Weld: N/A

Fixed Position Weld: 5G

Welder: Kevin Adkins

Mark: E-7

Welding Time: 1 1/2 HR.

Time of Day: 8:00 AM

M. Temperature 70 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage: 21

Amperage: 120/190

Make of Welding Machine LINCOLN

Size 200

Brand of Electrode: LINCOLN

Size of Reinforcement 1/8 - 5/32

Pipe Mfr: LTV

Kind: API GRB 5L

Wall Thickness: .250

Dia. O.D. 12 3/4

Wt./Ft. 29.31

Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8	5/32	5/32			
No. of Electrode:	E6010	E6010	E6010	E6010			
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.200	1.200					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.300	.300					
Maximum Load:	19500	19500					
Tensile S/in. Plate Area:	65000	65000					
Fracture Location:	BM	BM					

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile: 65000

Min. Tensile: 65000

Avg. Tensile 65000

Remarks on Tensile

Remarks on Bend Tests

Remarks on Nick Tests

1. SATISFACTORY, FRACTURE BASE METAL

1. Root SATISFACTORY

1. SATISFACTORY

2. SATISFACTORY, FRACTURE BASE METAL

2. Root SATISFACTORY

2. SATISFACTORY

1. FACE SATISFACTORY

2. FACE SATISFACTORY

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch

Run:

Position: Bottom

Side

Test Made At: 670 W NORTH BEND

Date 2/9/07

Contracted By: Duke-Energy

Supervised By: Ronald Warren

Tested By: Ron Warren

Ronald Warren 2/9/07

Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

Date: 2/9/07

COUPON TEST REPORT

SS#

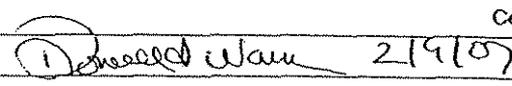
Test No.: 6-15

Location: 670 W NORTH BEND RD		Date: 2/9/07	
Contractor: Duke Energy		Sub-contractor	
Schedule: N/A		Gang: N/A	Inspector: N/A
Date: 2/9/07	Location: OHIO	Roll Weld: N/A	Fixed Position Weld: 5G
Welder: Fred Johnson		Mark: FJ	
Welding Time: 1 1/2 HR.	Time of Day: 8:00 AM	M. Temperature	70 DEGREES F.
Weather Condition: Inside Building			
Wind Break Used: N/A	Voltage: 21	Amperage: 120/190	
Make of Welding Machine LINCOLN		Size: 200	
Brand of Electrode: LINCOLN			
Size of Reinforcement 1/8 - 5/32			
Pipe Mfr: LTV		Kind: API GRB 5L	
Wall Thickness: .250	Dia. O.D. 12 3/4	WL/Fl. 29.31	Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8	5/32	5/32			
No. of Electrode:	E6010	E6010	E6010	E6010			
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.200	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.300	.275					
Maximum Load:	19500	19000					
Tensile S/in. Plate Area:	65000	76000					
Weld Location:	BM	BM					

X Procedure Welder	X Qualifying Test 0 Line Test	X Qualified 0 Disqualified
Max. Tensile: 76000	Min. Tensile: 65000	Avg. Tensile 70500
Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test			
Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch		Run:		Position: Bottom		Side	
Test Made At: 670 W NORTH BEND				Date 2/9/07			
Tested By: Duke Energy		Supervised By: Ronald Warren					
Tested By: Ron Warren		Certified under API 1104 Section 6.3 19 TH Edition					
Title: WELDING SUPERVISOR							
Date: 2/9/07							

COUPON TEST REPORT

SS# 21 70 8100

Test No.: 6-17

Location: 670 W NORTH BEND RD

Date: 2/9/07

Contractor: Duke-Energy

Sub-contractor

Schedule: N/A

Gang: N/A

Inspector: N/A

ate: 2/9/07 Location- OHIO

Roll Weld: N/A

Fixed Position Weld: 5G

Welder: Kenneth Steele

Mark: KS

Welding Time: 1 1/2 HR.

Time of Day: 8:00 AM

M. Temperature 70 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage: 21

Amperage: 120/190

Make of Welding Machine LINCOLN

Size: 200

Brand of Electrode: LINCOLN

Size of Reinforcement 1/8 - 5/32

Pipe Mfr: LTV

Kind: API GRB 5L

Wall Thickness: .250

Dia. O.D. 12 3/4

WL/FL 29.31

Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8	5/32	5/32			
No. of Electrode:	E6010	E6010	E6010	E6010			
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.000	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.250	.250					
Maximum Load:	18500	19000					
Tensile S/in. Plate Area:	74000	76000					
Failure Location:	BM	BM	BM	BM			

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile: 76000	Min. Tensile: 74000	Avg. Tensile 75000
Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch

Run:

Position: Bottom

Side

Test Made At: 670 W NORTH BEND

Date 2/9/07

Tested By: Duke-Energy

Supervised By: Ronald Warren

Tested By: Ron Warren

(Signature)

2/9/07 Certified under API 1104 Section 6.3 19TH Edition

WELDING SUPERVISOR

Date: 2/9/07

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS# _____

Test Number: _____

Date: 4/5/2007
Location: 670 W North Bend Rd

Contractor: Duke-Energy Sub-Contractor: _____

Schedule: N/A Gang: N/A Inspector: N/A

Location: Ohio Roll Weld: N/A Fixed Position Weld: 5G

Welder's Name: Dan Beeler Welder's Mark: DB

Time of Day: n/a Length of Weld Time: n/a Temperature: n/a

Weather Condition: Inside Building Wind Break Used: N/A

Make of Welding Machine: _____ Size of Machine: _____ Voltage: _____ Amperage: _____

Brand Of Electrode: _____ Size of Reinforcement: _____

Pipe Manufacturer: LTV Kind: API Gr. B 5L

Wall Thickness: 0.257 Outside Diameter: 6.625 Wt./Ft. _____ Joint Length: _____ Nipple _____

Bead No.	1	2	3	4	5
Size of Electrode:		<u>1/8</u>	<u>5/32</u>	<u>5/32</u>	
Type of Electrode:		<u>E6010</u>	<u>E6010</u>	<u>E6010</u>	
Coupon Stenciled:	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Width of Coupon (inches):	<u>0.982</u>	<u>1.047</u>			
Thickness of Coupon (inches):	<u>0.256</u>	<u>0.256</u>			
Area of Coupon (inches ²):	<u>0.251</u>	<u>0.268</u>			
Maximum Tensile Load (lb):	<u>15750</u>	<u>15900</u>			
Tensile Strength (psi):	<u>62651</u>	<u>59321</u>			
Fracture Location (BM or Weld):	<u>BM</u>	<u>BM</u>			

*****Area of coupon = width of coupon x the thickness of coupon

*****Tensile Strength = Tensile Load / (width of coupon (inches) x thickness of coupon (inches))*****

X Procedure X Qualifying Test X Qualified

Welder 0 Line Test 0 Disqualified

Maximum Tensile: 62651 Minimum Tensile: 59321 Avg. Tensile: 60986

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch			
Crotch			
Side			
Side			

Pipe Diameters Branch

Run: Position: Bottom Side

Test Made At: 670 W. North Bend

Date: 4/5/2007

Tested By: Duke-Energy

Supervised By: _____

Certified By: Ralph Pfister
SR, Eng.

Certified under API 1104 Section 6.3 19th Edition

**THE CINCINNATI GAS & ELECTRIC COMPANY
COUPON TEST REPORT**

SS# 239-76-000

Test No.: 6-07

Location: 670 W NORTH BEND RD

Date: 05/09/06

Contractor: Cincinnati Gas & Electric

Sub-contractor

Schedule: N/A

Gang: N/A

Inspector: N/A

Date: 05/09/06

Location- OHIO

Roll Weld: N/A

Fixed Position Weld: 5G

Welder ANDY GREEN

MARK A G

Welding Time: 1 1/2 HR.

Time of Day: 8:00AM

M. Temperature 70 F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage: 21

Amperage: 120/190

Make of Welding Machine: LINCOLN

Size: 200

Brand of Electrode: LINCOLN

Size of Reinforcement 1/8 - 5/32

Pipe Mfr: LTV

Kind: API GRB 5L

Wall Thickness: .250

Dia. O.D. 12 3/4

WL/Ft. 29.31

Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8	5/32	5/32			
No. of Electrode:	E6010	E6010	E6010	E6010			
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.200	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.300	.275					
Minimum Load:	19500	19000					
Minimum S/in. Plate Area:	65000	76000					
Fracture Location:	BM	BM	BM	BM			

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile: 76000

Min. Tensile: 65000

Avg. Tensile 70500

Remarks on Tensile

Remarks on Bend Tests

Remarks on Nick Tests

1 SATISFACTORY, FRACTURE BASE METAL

1. Root SATISFACTORY

1. SATISFACTORY

2 SATISFACTORY, FRACTURE BASE METAL

2. Root SATISFACTORY

2. SATISFACTORY

1. FACE SATISFACTORY

2. FACE SATISFACTORY

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	x		
Crotch	x		
Side	x		
Side	x		

Pipe Diameters Branch 12"

Run: 12"

Made At: 670 W NORTH BEND

Date 05/09/06

Contracted By: Cincinnati Gas & Electric

Supervised By: CARL GOYETTE

Certified By: *Carl Goyette*

Title: WELDING SUPERVISOR

Date: 05/09/06

WELDING PERMIT
ANDREW GREEN
SOC. SEC. NO. 289-76-2409
EMPLOYEE NO. _____
The above named welder has passed tests of the Cincinnati Gas & Electric Co. & Subsidiaries & is qualified to make ALL BUT A FEW X 6021R3 welds in material with a maximum strength in maximum diameter ALL position by the process in MAXIMUM STRENGTH OF ALL "STEEL" WELDING INSTRUCTOR OR INSPECTOR DATE 5-9-06

**DUKE-ENERGY
COUPON TEST REPORT**
SS# 402-02-001
Test No.: 608

Location: 670 W NORTH BEND RD

Date: 7/18/06

Contractor: Duke-Energy

Sub-contractor

Module: N/A

Gang: N/A

Inspector: N/A

Date: 7/18/06

Location- OHIO

Roll Weld: N/A

Fixed Position Weld: 5G

Welder Rodney Cooper

MARK S6

Welding Time: 2 HR.

Time of Day: 9:00 AM

M. Temperature 80 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage:

Amperage: 190

Make of Welding Machine LINCOLN CLASSIC 1

Size 220 A

Brand of Electrode: LINCOLN

Size of Reinforcement 5/32

Pipe Mfr: LTV

Kind: X-52

Wall Thickness: 0.386

Dia. O.D. 12 3/4

WL/FL 29.31

Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	5/32	5/32	5/32	5/32	5/32		
No. of Electrode:	E80109	E80109	E80109	E80109	E80109		
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	0.320	0.322					
Dimension of Plate:	0.956	0.849					
Orig. Area of Plate in 2:	0.306	0.273					
Maximum Load:	25,200	24,900					
Plate S/in. Plate Area:	82,352	91,208					
Fracture Location:	BM	BM					

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile: 91,208

Min. Tensile: 82,352

Avg. Tensile 86,780

Remarks on Tensile

Remarks on Bend Tests

Remarks on Nick Tests

1. SATISFACTORY, FRACTURE BASE METAL

1. Root SATISFACTORY

1. SATISFACTORY

2. SATISFACTORY, FRACTURE BASE METAL

2. Root SATISFACTORY

2. SATISFACTORY

1. FACE SATISFACTORY

2. FACE SATISFACTORY

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch

Run:

Position: Bottom

Side

Test Made At: 670 W NORTH BEND

Date

Tested By: Duke-Energy

Supervised By: Ronald Warren

Certified By: Ron Warren

Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

Date: 7/18/06

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS# _____
Test Number: 626

Date: 7/30/2007
 Location: 670 W North Bend Rd
 Contractor: Ams Sub-Contractor: _____
 Schedule: N/A Gang: N/A Inspector: N/A
 Location: Ohio Roll Weld: N/A Fixed Position Weld: 5G
 Welder's Name: Ted Hipsher Welder's Mark: TH

Time of Day: 8:00 AM Length of Weld Time: 2 hours Temperature: 81
 Weather Condition: outside bldg Wind Break Used: N/A
 Make of Welding Machine: Lincoln Size of Machine: 200 Voltage: 21 Amperage: 120/190
 Brand Of Electrode: Lincoln Size of Reinforcement: 1/8" - 5/32"
 Pipe Manufacturer: LTV Kind: API Gr. B 5L
 Wall Thickness: 0.250" Outside Diameter: 12-3/4" Wt./Ft. 29.31 # Joint Length: Nipple

	1	2	3	4	5
Bead No.	1	2	3	4	5
Size of Electrode:	1/8	1/8	5/32	5/32	
Type of Electrode:	E6010	E6010	E6010	E6010	
Coupon Stenciled:	1	2	3	4	5
Width of Coupon (inches):	1.112	1.130			
Thickness of Coupon (inches):	0.250	0.250			
Area of Coupon (inches ²):	0.278	0.283			
M _n Tensile Load:	18500	19000			
Tensile Strength of Coupon (psi):	66547	67257			
Fracture Location (BM or Weld):	BM	BM			

*****Area of coupon = width of coupon x the thickness of coupon
 *****Tensile Strength = Tensile Load / (width of coupon (inches) x thickness of coupon (inches))*****

X Procedure X Qualifying Test X Qualified
 Welder 0 Line Test 0 Disqualified

Maximum Tensile:	67257	Minimum Tensile:	66547	Avg. Tensile:	66902
Remarks on Tensile		Remarks on Bend Tests		Remarks on Nick Tests	
1. SATISFACTORY, FRACTURE BASE METAL		1. Root SATISFACTORY		1. SATISFACTORY	
2. SATISFACTORY, FRACTURE BASE METAL		2. Root SATISFACTORY		2. SATISFACTORY	
		1. FACE SATISFACTORY			
		2. FACE SATISFACTORY			

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch			
Crotch			
Side			
Side			

Pipe Diameters Branch Run: Position: Bottom Side

Test Made At: 670 W. North Bend Date: 7/30/2007
 Tested By: Duke-Energy Supervised By: **RONALD WARREN**
 Cer By: **RONALD WARREN** Certified under API 1104 Section 6.3 19th Edition
 Title: _____

THE CINCINNATI GAS & ELECTRIC COMPANY

RAW 2000

COUPON TEST REPORT

SS#43 70 7242

Test No 6-11

Location: 670 W NORTH BEND RD Date: 07/27/06

Contractor: Cincinnati Gas & Electric Sub-contractor: Michels

Schedule: N/A Gang: N/A Inspector: N/A

Date: 7/27/06 Location- OHIO Roll Weld: N/A Fixed Position Weld: 5G

Welder: Benny Sanchez MARK - BS

Welding Time: 2 HR. Time of Day: 8:00 AM M. Temperature 85 F.

Weather Condition: Inside Building

Wind Break Used: N/A Voltage: Amperage: 190

Make of Welding Machine: Lincoln Classic 1 Size: 220A

Brand of Electrode: Lincoln

Size of Reinforcement: 5/32"

Pipe Mfr: ~~XXX~~ Kind: API ~~GR50~~

Wall Thickness: .385 Dia. O.D. 12 3/4 Wt./Ft. 29.31 Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8	5/32	5/32			
No. of Electrode:	E6010	E6010	E8010G	E8010G			
Coupon Stenciled:	1	2	3	4	5	6	7
Original:			0.822	0.848			
Dimension of Plate:			0.320	0.273			
Orig. Area of Plate in 2:			0.263	0.231			
Minimum Load:			22400	23550			
Plate S/in. Plate Area:			82352	91208			
Fracture Location:			BM	BM			

X Procedure Welder X Qualifying Test 0 Line Test X Qualified 0 Disqualified

Max. Tensile: 91208 Min. Tensile: 82352 Avg. Tensile: 86780

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1 - SATISFACTORY FRACTURE BASE METAL	1 - Root - SATISFACTORY	1 - SATISFACTORY
2 - SATISFACTORY FRACTURE BASE METAL	2 - Root - SATISFACTORY	2 - SATISFACTORY
Reduced coupon width to accommodate range of tensile machine	1 - FACE - SATISFACTORY	
	2 - FACE - SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	x		
Crotch	x		
Side	x		
Side	x		

Pipe Diameters Branch 12" Run: 12" Position: Bottom x Side

Made At: 670 W NORTH BEND Date 07-27-06

Tested By: Cincinnati Gas & Electric Supervised By: Ronald Warren

Certified By: Ron Warren *Donald A. Warren* 7/27/06 Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS# 21-05-245

Test Number: 627

Date: 7/30/2007

Location: 670 W North Bend Rd

Contractor: Premier

Sub-Contractor:

Schedule: N/A

Gang: N/A

Inspector: N/A

Location: Ohio

Roll Weld: N/A

N/A

Fixed Position Weld: 5G

Welder's Name: Tom Taxis

Welder's Mark: TT

Time of Day: 8:00 AM

Length of Weld Time: 2 hours

Temperature: 81

Weather Condition: outside bldg

Wind Break Used: N/A

Make of Welding Machine: Lincoln

Size of Machine: 200

Voltage: 21

Amperage: 120/190

Brand Of Electrode: Lincoln

Size of Reinforcement: 1/8" - 5/32"

Pipe Manufacturer: LTV

Kind: API Gr. B 5L

Wall Thickness: 0.250

Outside Diameter: 12-3/4"

Wt./Ft. 29.31 #

Joint Length:

Nipple

Bead No.	1	2	3	4	5
Size of Electrode:	1/8	1/8	5/32	5/32	
Type of Electrode:	E6010	E6010	E6010	E6010	
Coupon Stenciled:	1	2	3	4	5
Width of Coupon (inches):	1.120	1.020			
Thickness of Coupon (inches):	0.250	0.250			
Area of Coupon (inches ²):	0.280	0.255			
Maximum Tensile Load:	18500	19000			
Tensile Strength of Coupon (psi):	66071	74510			
Fracture Location (BM or Weld):	BM	BM			

*****Area of coupon = width of coupon x the thickness of coupon

*****Tensile Strength =Tensile Load /(width of coupon (inches) x thickness of coupon (inches))*****

X Procedure X Qualifying Test X Qualified

Welder 0 Line Test 0 Disqualified

Maximum Tensile: 74510 Minimum Tensile: 66071 Avg. Tensile: 70291

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch			
Crotch			
Side			
Side			

Pipe Diameters Branch

Run: Position: Bottom Side

Test Made At: 670 W. North Bend

Date: 7/30/2007

Tested By: Duke-Energy

Supervised By: RONALD WARREN

Certified By: RONALD WARREN

Certified under API 1104 Section 6.3 19th Edition

Title:

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS# 07-08-5316

Test Number: 625

Date: 7/30/2007

Location: 670 W North Bend Rd

Contractor: Ams

Sub-Contractor:

Schedule: N/A

Gang: N/A

Inspector: N/A

Location: Ohio

Roll Weld: N/A

Fixed Position Weld: 5G

Welder's Name: Mark Anton

Welder's Mark: MA

Time of Day: 8:00 AM

Length of Weld Time: 2 hours

Temperature: 81

Weather Condition: outside bldg

Wind Break Used: N/A

Make of Welding Machine: Lincoln

Size of Machine: 200

Voltage: 21

Amperage: 120/190

Brand Of Electrode: Lincoln

Size of Reinforcement:

1/8" - 5/32"

Pipe Manufacturer: LTV

Kind: API Gr. B 5L

Wall Thickness: 0.250"

Outside Diameter: 12-3/4"

Wt./Ft. 29.31 #

Joint Length:

Nipple

Bead No.	1	2	3	4	5
Size of Electrode:	1/8	1/8	5/32	5/32	
Type of Electrode:	E6010	E6010	E6010	E6010	
Coupon Stenciled:	1	2	3	4	5
Width of Coupon (inches):	1.143	1.160			
Thickness of Coupon (inches):	0.250	0.250			
Area of Coupon (inches ²):	0.286	0.290			
Minimum Tensile Load:	18500	19000			
Tensile Strength of Coupon (psi):	64742	65517			
Fracture Location (BM or Weld):	BM	BM			

***** Area of coupon = width of coupon x the thickness of coupon

***** Tensile Strength = Tensile Load / (width of coupon (inches) x thickness of coupon (inches)) *****

X Procedure X Qualifying Test X Qualified

Welder 0 Line Test 0 Disqualified

Maximum Tensile: 65517 Minimum Tensile: 64742 Avg. Tensile: 65130

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch			
Crotch			
Side			
Side			

Pipe Diameters Branch

Run: Position: Bottom Side

Test Made At: 670 W. North Bend

Date: 7/30/2007

Tested By: Duke-Energy

Supervised By: **RONALD WARREN**

Certified By: **RONALD WARREN**

Certified under API 1104 Section 6.3 19th Edition

Title:

**DUKE-ENERGY
COUPON TEST REPORT**

SS# 200-00-0014
Test No.: 6-13

Location: 670 W NORTH BEND RD

Date: 12/7/06

Contractor: Duke-Energy

Sub-contractor

Schedule: N/A

Gang: N/A

Inspector: N/A

Date: 12/7/06 Location: OHIO Roll Weld: N/A Fixed Position Weld:

Welder Jason Bannister MARK JAB

Welding Time: 2 HRS. Time of Day: 7:00 A.M. M. Temperature 38 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A Voltage: 21 Amperage: 120/190

Make of Welding Machine: LINCOLN Size: 200

Brand of Electrode: LINCOLN

Size of Reinforcement 1/8 - 5/32

Pipe Mfr: LTV Kind: API GRB 5L

Wall Thickness: 250 Dia. O.D. 12 3/4 Wt./Fl. 29.31 Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8					
No. of Electrode:	E6010	E6010					
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.200	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.300	.275					
Maximum Load:	20,500	19,500					
Net S/in. Plate Area:	68.333	70.909					
Fracture Location:	BM	BM					

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile:

Min. Tensile:

Avg. Tensile

Remarks on Tensile

Remarks on Bend Tests

Remarks on Nick Tests

1. SATISFACTORY, FRACTURE BASE METAL

1. Root SATISFACTORY

1. SATISFACTORY

2. SATISFACTORY, FRACTURE BASE METAL

2. Root SATISFACTORY

2. SATISFACTORY

1. FACE SATISFACTORY

2. FACE SATISFACTORY

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch

Run:

Position: Bottom

Side

Test Made At: 670 W NORTH BEND

Date

By: Duke-Energy

Supervised By: Ronald Warren

Certified By: Ron Warren

Ronald A Warren

Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

12/7/06

Date: 12/7/06

**DUKE-ENERGY
COUPON TEST REPORT**

SS# 27-072-1004

Test No.: 6-14

Location: 670 W NORTH BEND RD		Date: 2/8/07	
Contractor: Duke-Energy		Sub-contractor	
Schedule: N/A		Gang: N/A	Inspector: N/A
Date: 2/8/07	Location- OHIO	Roll Weld: N/A	Fixed Position Weld: 5G
Welder: Max Campbell		Mark: M-C	
Welding Time: 2 1/2 HRS.	Time of Day: 8:30 AM	M. Temperature	70 DEGREES F.
Weather Condition: Inside Building			
Wind Break Used: N/A	Voltage: 21	Amperage: 120/190	
Make of Welding Machine LINCOLN		Size 200	
Brand of Electrode: LINCOLN			
Size of Reinforcement 1/8 - 5/32			
Pipe Mfr: LTV		Kind: Steel	
Wall Thickness: .219	Dia. O.D. 12 3/4	Wt./Ft. 30	Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8	5/32	5/32			
No. of Electrode:	E6010	E6010	E6010	E6010			
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.200	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.275	.275					
Maximum Load:	19500	19000					
Tensile S/in. Plate Area:	65000	76000					
Fracture Location:	BM	BM					

X Procedure Welder	X Qualifying Test 0 Line Test	X Qualified 0 Disqualified
Max. Tensile: 76000	Min. Tensile: 65000	Avg. Tensile 70500
Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test			
Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch	Run:	Position: Bottom	Side
Test Made At: 670 W NORTH BEND	Date 2/8/07		
Prepared By: Duke-Energy	Supervised By: Ronald Warren		
Prepared By: Ron Warren	2/8/07 Certified under API 1104 Section 6.3 19 TH Edition		
Title: WELDING SUPERVISOR			
Date: 2/8/07			

**DUKE-ENERGY
COUPON TEST REPORT**

SS# 81 15 0005

Test No.: 6-21

Location: 670 W NORTH BEND RD

Date: 2/9/07

Contractor: Duke-Energy

Sub-contractor

Module: N/A

Gang: N/A

Inspector: N/A

Date: 2/9/07

Location- OHIO

Roll Weld: N/A

Fixed Position Weld:

Welder Charles Addison

MARK CEA

Welding Time:

Time of Day:

M. Temperature

F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage:

Amperage:

Make of Welding Machine:

Size:

Brand of Electrode:

Size of Reinforcement

Pipe Mfr:

Kind:

Wall Thickness:

Dia. O.D.

WL./Fl.

Joint Length:

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8					
No. of Electrode:	E6010	E6010					
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.115	11.20					
Dimension of Plate:	2.19	.219					
Orig. Area of Plate in 2:	.246	0.245					
Maximum Load:	20,000	21,000					
lb S/in. Plate Area:	81,967	85,714					
Fracture Location:							

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile:	Min. Tensile:	Avg. Tensile
Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch

Run:

Position: Bottom

Side

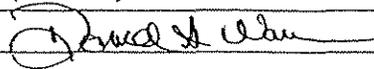
Test Made At: 670 W NORTH BEND

Date

By: Duke-Energy

Supervised By: Ronald Warren

Certified By: Ron Warren



Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

Date: ~~2/9/07~~

2/9/07

**DUKE-ENERGY
COUPON TEST REPORT**

SS# 380-0-0114
Test No.: 6-21

Location: 670 W NORTH BEND RD

Date: 3/12/07

Contractor: Duke-Energy

Sub-contractor Infrasource

Schedule: N/A

Gang: N/A

Inspector: N/A

Date: 3/12/07

Location- OHIO

Roll Weld: N/A

Fixed Position Weld: 5G

Welder Patrick Donald Duffy

MARK B14

Welding Time: 2 1/2 HRS.

Time of Day: AM

M. Temperature 31 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage: 21

Amperage: 120/190

Make of Welding Machine LINCOLN

Size

Brand of Electrode: LINCOLN

Size of Reinforcement 1/8; 5/32

Pipe Mfr: LTV

Kind: X-52

Wall Thickness: 250

Dia. O.D. 12 3/4

Wt./Ft. 29.31

Joint Length: 30"

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	5/32					
No. of Electrode:	E6010	E6010					
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.100	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.275	0.275					
Maximum Load:	19,500	19,500					
Net Sfn. Plate Area:	70,909	70,909					
Fracture Location:	BM	BM					

X Procedure Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile: 91,208

Min. Tensile: 82,352

Avg. Tensile 86,780

Remarks on Tensile

Remarks on Bend Tests

Remarks on Nick Tests

1. SATISFACTORY, FRACTURE BASE METAL

1. Root SATISFACTORY

1. SATISFACTORY

2. SATISFACTORY, FRACTURE BASE METAL

2. Root SATISFACTORY

2. SATISFACTORY

1. FACE SATISFACTORY

2. FACE SATISFACTORY

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch

Run:

Position: Bottom

Side

Test Made At: 670 W NORTH BEND

Date

By: Duke-Energy

Supervised By: Ronald Warren

Performed By: Ron Warren

Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

3/12/07

Date: 3/12/07

**DUKE-ENERGY
COUPON TEST REPORT**

SS# 40113-1026

Test No.: 6-20

Location: 670 W NORTH BEND RD

Date: 2/16/07

Contractor: Duke-Energy

Sub-contractor: RLA

Schedule: N/A

Gang: N/A

Inspector: N/A

Date: 2/16/07

Location- OHIO

Roll Weld: N/A

Fixed Position Weld: 5G

Welder: Randy Wyatt

Mark: WR

Welding Time: 1 1/2 HRS.

Time of Day: 8:00 AM

M. Temperature 5 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A

Voltage: 21

Amperage: 120/190

Make of Welding Machine LINCOLN

Size: 200

Brand of Electrode: LINCOLN

Size of Reinforcement: 1/8 5/32 5 PT

Pipe Mfr: LTV

Kind: Steel

Wall Thickness: .219

Dia. O.D. 12 3/4

WU/Fl. 30"

Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	1/8					
No. of Electrode:	E6010	E6010					
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.300	1.100					
Dimension of Plate:	.219	.219					
Orig. Area of Plate in 2:	.284	.284					
Maximum Load:	17000	16000					
File S/in. Plate Area:	59859	66666					
Fracture Location:	BM	BM					

X Procedure
Welder

X Qualifying Test
0 Line Test

X Qualified
0 Disqualified

Max. Tensile: 66666

Min. Tensile: 59859

Avg. Tensile 63262

Remarks on Tensile

Remarks on Bend Tests

Remarks on Nick Tests

1. SATISFACTORY, FRACTURE BASE METAL

1. Root SATISFACTORY

1. SATISFACTORY

2. SATISFACTORY, FRACTURE BASE METAL

2. Root SATISFACTORY

2. SATISFACTORY

1. FACE SATISFACTORY

2. FACE SATISFACTORY

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch 12"

Run: 12"

Position: Bottom X Side

Test Made At: 670 W NORTH BEND

Date 2/16/07

1 By: Duke-Energy

Supervised By: Ronald Warren

Performed By: Ron Warren

Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR

[Signature] 2/16/07

Date: 2/16/07

COUPON TEST REPORT

SS# 0000000000

Test No.: 6-21

Location: 670 W NORTH BEND RD Date: 3/13/07
 Contractor: Duke-Energy Sub-contractor
 Schedule: N/A Gang: N/A Inspector: N/A

Date: 3/13/07 Location: OHIO Roll Weld: N/A Fixed Position Weld: 5G

Welder: Brad Jenkins Mark: BJ

Welding Time: 2 HRS. Time of Day: 9:40 AM M. Temperature 70 DEGREES F.

Weather Condition: Inside Building

Wind Break Used: N/A Voltage: 21 Amperage: 190

Make of Welding Machine LINCOLN CLASSIC Size: 220 A

Brand of Electrode: LINCOLN

Size of Reinforcement 5/32

Pipe Mfr: LTV Kind: Steel

Wall Thickness: .250 Dia. O.D. 12 3/4 Wt./Fl. 30 Joint Length: Nipple

Bead No.	1	2	3	4	5	6	7
Size of Electrode:	1/8	5/32					
No. of Electrode:	E6010	E6010					
Coupon Stenciled:	1	2	3	4	5	6	7
Original:	1.100	1.100					
Dimension of Plate:	.250	.250					
Orig. Area of Plate in 2:	.275	.275					
Maximum Load:	19500	19500					
Tensile S/in. Plate Area:	70909	70909					
Fracture Location:	BM	BM					

X Procedure Welder X Qualifying Test 0 Line Test X Qualified 0 Disqualified

Max. Tensile: 70909	Min. Tensile: 70909	Avg. Tensile 70909
Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	X		
Crotch	X		
Side	X		
Side	X		

Pipe Diameters Branch Run: Position: Bottom Side

Test Made At: 670 W NORTH BEND Date 3/13/07

Contracted By: Duke-Energy Supervised By: Ronald Warren

Inspected By: Ron Warren *Ronald Warren* Certified under API 1104 Section 6.3 19TH Edition

Title: WELDING SUPERVISOR 3/13/07

Date: 3/13/07

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS# _____

Test Number: 6-22

Date: 4/4/2007
Location: 670 W North Bend Rd

Contractor: Infrasource Sub-Contractor: _____

Schedule: N/A Gang: N/A Inspector: N/A

Location: Ohio Roll Weld: N/A Fixed Position Weld: 5G

Welder's Name: Arnold Henry-Edward Krause III Welder's Mark: AK

Time of Day: 8:00 a.m. Length of Weld Time: _____ Temperature: 65 degrees

Weather Condition: Inside Building Wind Break Used: N/A

Make of Welding Machine: Lincoln 5A-200 Size of Machine: 200 Voltage: 21 Amperage: 120/130

Brand Of Electrode: Lincoln Size of Reinforcement: 1/8" - 5/32"

Pipe Manufacturer: LTV Kind: API Gr. B 5L

Wall Thickness: 0.250 Outside Diameter: 12-3/4" Wt./Ft. 29.31 # Joint Length: _____ Nipple

Bead No.	1	2	3	4	5
Size of Electrode:	1/8	1/8	5/32	5/32	
Type of Electrode:	E6010	E6010	E6010	E6010	
Coupon Stenciled:	1	2	3	4	5
Width of Coupon (inches):	1.100	1.110			
Thickness of Coupon (inches):	0.249	0.249			
Area of Coupon (inches ²):	0.274	0.276			
Maximum Tensile Strength of Coupon (psi):	15000	21500			
Fracture Location (BM or Weld):	BM	BM			

****Area of coupon = width of coupon x the thickness of coupon

****Tensile Strength = Tensile Load / (width of coupon (inches) x thickness of coupon (inches))****

X Procedure X Qualifying Test X Qualified

Welder 0 Line Test 0 Disqualified

Maximum Tensile: 77789 Minimum Tensile: 54765 Avg. Tensile: 66277

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch			Silver Solder - Pass
Crotch			
Side			
Side			

Pipe Diameters Branch 12" Run: Position: Bottom Side

Test Made At: 670 W. North Bend Date: 4/4/2007

Tested By: Duke-Energy Supervised By: _____

Certified By: Ralph Pfister
Sr. Eng.

Certified under API 1104 Section 6.3 19th Edition

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS# _____

Test Number: _____

Date: 4/5/2007
Location: 670 W North Bend Rd

Contractor: Infrasource Sub-Contractor: _____

Schedule: N/A Gang: N/A Inspector: N/A

Location: Ohio Roll Weld: N/A Fixed Position Weld: 5G

Welder's Name: Dennis Thomas Zielinski Welder's Mark: DZ

Time of Day: 9:10 a.m. Length of Weld Time: 35 min. Temperature: 60 degrees

Weather Condition: Inside Building Wind Break Used: N/A

Make of Welding Machine: Lincoln SA-200 Size of Machine: 200 Voltage: 24 Amperage: 120/190

Brand Of Electrode: Lincoln Size of Reinforcement: 1/8" - 5/32"

Pipe Manufacturer: Unk. Kind: Unk. (rusty)

Wall Thickness: 0.25 Outside Diameter: 12-3/4" Wt./Ft. 29.31# Joint Length: _____ Nipple _____

Bead No.	1	2	3	4	5
Size of Electrode:	1/8	1/8	5/32	5/32	
Type of Electrode:	E6010	E6010	E6010	E6010	
Coupon Stenciled:	1	2	3	4	5
Width of Coupon (inches):	0.883	0.791			
Thickness of Coupon (inches):	0.253	0.252			
Area of Coupon (inches ²):	0.223	0.199			
Maximum Tensile	11000	9000			
Length of Coupon (psi):	49239	45151			
Fracture Location (BM or Weld):	BM	BM			

****Area of coupon = width of coupon x the thickness of coupon

****Tensile Strength = Tensile Load / (width of coupon (inches) x thickness of coupon (inches))****

X Procedure X Qualifying Test X Qualified
Welder 0 Line Test 0 Disqualified

Maximum Tensile: 49239 Minimum Tensile: 45151 Avg. Tensile: 47195

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch			Silver Solder Test not done - fitting unavailable
Crotch			explained procedure to welder
Side			
Side			

12" Pipe Diameters Branch 12" Run: Position: Bottom Side

Test Made At: 670 W. North Bend Date: 4/5/2007

Tested By: Duke-Energy Supervised By: _____

Certified By: Ralph Pfister
Sr. Eng.

Certified under API 1104 Section 6.3 19th Edition

**DUKE-ENERGY
WELD COUPON TEST REPORT**

SS#

Test Number: 23-Jun

Date: 6/19/2007
Location: 670 W North Bend Rd

Contractor: Miller Pipeline Sub-Contractor: Miller Pipeline
Schedule: N/A Gang: N/A Inspector: N/A
Location: Ohio Roll Weld: N/A Fixed Position Weld: 5G
Welder's Name: Scott A. Harbaugh Welder's Mark: SH

Time of Day: 7:00a.m. Length of Weld Time: 5 hours Temperature: 78 c

Weather Condition: Inside Building Wind Break Used: N/A
Make of Welding Machine: Incoln Size of Machine: 200 Voltage: 21 Amperage: 207/190

Brand Of Electrode: Incoln Size of Reinforcement: 1/8" - 5/32"

Pipe Manufacturer: LTV Kind: API Gr. B 5L

Wall Thickness: 0.250 Outside Diameter: 12-3/4" Wt./Ft. 29.31 # Joint Length: Nipple

Bead No.	1	2	3	4	5
Size of Electrode:	1/8	1/8	5/32	5/32	
Type of Electrode:	E6010	E6010	E6010	E6010	
Coupon Stenciled:	1	2	3	4	5
Width of Coupon (inches):	1.120	1.180			
Thickness of Coupon (inches):	0.250	0.250			
Area of Coupon (inches ²):	0.280	0.295			
Maximum Tensile Strength of Coupon (psi):	18500	19000			
Fracture Location (BM or Weld):	BM	BM			

*****Area of coupon = width of coupon x the thickness of coupon

*****Tensile Strength =Tensile Load /(width of coupon (inches) x thickness of coupon (inches))*****

X Procedure X Qualifying Test X Qualified
Welder 0 Line Test 0 Disqualified

Maximum Tensile: **66071** Minimum Tensile: **64407** Avg. Tensile: **65239**

Remarks on Tensile	Remarks on Bend Tests	Remarks on Nick Tests
1. SATISFACTORY, FRACTURE BASE METAL	1. Root SATISFACTORY	1. SATISFACTORY
2. SATISFACTORY, FRACTURE BASE METAL	2. Root SATISFACTORY	2. SATISFACTORY
	1. FACE SATISFACTORY	
	2. FACE SATISFACTORY	

Tee Test

Coupon	Acceptable		Remarks
	Yes	No	
Crotch	x		This is a second test for this welder, he passed this time.
Crotch	x		6 months previously he had external undercut on the bottom of the coupon
Side	x		
Side	x		

Pipe Diameters Branch

Run: Position: Bottom Side

Test Made At: 670 W. North Bend

Date: 6/19/2007

Tested By: Duke-Energy

Supervised By:

Ronald A. Warren

Certified By:

Ronald A. Warren

Certified under API 1104 Section 6.3 19th Edition

Welding Supervisor