

November 13, 2007

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PUBLIC SERVICE
COMMISSION

Ms. Elizabeth O'Donnell
Executive Director
Commonwealth of Kentucky
Public Service Commission
211 Sower Boulevard
PO Box 615
Frankfort, KY 40602-0615

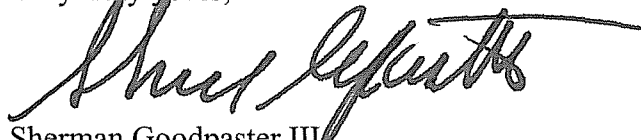
RE: Alleged Failure to Comply with KRS 278.042
PSC Case No. 2007-00404

Dear Ms. O'Donnell:

Enclosed please find an original and five (5) copies of the Response and Request for Informal Conference by East Kentucky Power Cooperative, Inc., to be filed in the above reference case.

I hope this meets with the approval of the Commission. Please advise if you need any further information.

Very truly yours,



Sherman Goodpaster III
Senior Corporate Counsel

SG/tc

Attachments

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

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NOV 13 2007

PUBLIC SERVICE
COMMISSION

In the Matter of:

EAST KENTUCKY POWER COOPERATIVE, INC.)

_____)

ALLEGED FAILURE TO COMPLY WITH)
KRS 278.042)

) **CASE NO**
) **2007-00404**

RESPONSE AND REQUEST
FOR INFORMAL CONFERENCE

Comes the Respondent, East Kentucky Power Cooperative, Inc., (“EKPC” or “Respondent”) and presents to the Public Service Commission (“Commission”) its Response to the alleged violations of the National Electric Safety Code (“NESC”) contained in the Commission’s Order in this case issued October 24, 2007.

First Response

1. The Respondent **ADMITS** that on May 5, 2007, it entered into an Electric System Construction Contract (“Contract”) with Irby Construction Company (“Irby”) for the construction of a 6.2-mile, 69 kV electric transmission line in Martin, Lawrence and Johnson Counties in Kentucky identified as the Inez Tap (“Project”). A copy of the Contract (without the technical specifications and with the total contract price redacted) is attached hereto as Exhibit A.

2. The Respondent **ADMITS** that on June 11, 2007, an employee of Irby, pursuant to the Contract, was using Irby equipment to load wood poles to be used in the

construction of the Project onto an Irby vehicle. This occurred at the Respondent's pole yard located behind its headquarters building at 4775 Lexington Road, Winchester, KY.

3. The Respondent **ADMITS** that the cable and sling that was part of the loading equipment being used had a stated capacity of 3200 pounds and the pole being lifted weighed approximately 5200 pounds.

4. The Respondent **ADMITS** that the cable and/or sling broke causing the pole to fall upon the Irby employee causing severe injuries.

5. The Respondent generally **DENIES** that it or any of its employees violated any provisions or rules of the NESC or any regulations or rules of the Commission with respect to this incident.

Second Response

The Contract Is A United States Department Of Agriculture, Rural Utilities Service ("RUS")-Required Form 830 Under Which Irby Had Responsibility For The Direction And Supervision Of All Activities For The Project, Including Safety.

Pursuant to 7 CFR § 1726.304(c)(16), the Respondent, as an RUS borrower, is required to use RUS Form 830 as the contract for transmission construction projects such as the Inez Tap. Article II, Section 6 and Article IV, Section 1 of Form 830 expressly gives Irby the sole responsibility for direction and supervision of all activities on the Project, specifically including the taking of "...all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state and local laws and regulations and building codes and construction codes, in addition to the safety rules and procedures of the Owner [Respondent]." Exhibit A, Section IV, Section 1. It is the Respondent's understanding that RUS requires this language to protect its borrowers from financial risk that may arise if direction and

supervision of project activities are assumed by the borrower, specifically the liability for an accident such as the one that forms the basis of this case.

Federal law in the form of RUS regulations and form contract provisions prohibit RUS borrowers from assuming any liability for violations of safety codes by their contractors. It would therefore be in contravention of this federal law for the Commission pursuant to state law to attempt to assess penalties against the Respondent for these same violations.

Third Response

NESC Section 42, Rule 421(A) Does Not Apply To The Respondent Or Any Of Its Employees Under The Circumstance Of This Case.

NESC Section 42, Rule 421(A) imposes obligations upon a “first-level supervisor” or a “person in charge”. Because Irby had all responsibility for direction and supervision of the Project, any “first-level supervisor” or “person in charge” would necessarily have to be an Irby employee. Under the Contract, the Respondent could not have a “first-level supervisor” or “person in charge” on this Project.

The Respondent admits that KRS 278.042 makes the NESC applicable to the Respondent. However, the NESC only imposes duties upon “first-level supervisors” and “persons in charge” which in this case were Irby employees. Since the Respondent had no first-level supervisors or persons in charge on this Project, the Respondent could not have been in violation of the NESC Section 42, Rule 421.

Additionally, the Respondent did “ensure”, as required by KRS 278.042, that Irby comply with the NESC by specifically requiring, as set forth above in Article IV, Section 1 of the Contract, that Irby comply with all state safety laws and regulations, which would necessarily include the NESC.

Fourth Response

The Respondent Does Have A Program In Place To Monitor Contractor Compliance With Safety Requirements, But Cannot Have Personnel At All Job Sites At All Times.

The Respondent for many years has had a program in place to monitor safety compliance of its construction contractors. On transmission line and substation projects, this has been accomplished through the Respondent's project inspectors, who have, in fact, discovered safety violations and stopped work on projects in the past. With respect to generation construction projects, separate inspectors have been sent to the job sites, and when safety violations were discovered, appropriate action was taken.

However, due to the number of projects ongoing, and with respect to transmission projects, the number of separate job sites on each project, it is impractical if not impossible for the Respondent to have personnel present at each and every job site on each and every project. Irby had work actively going on at job sites in the actual construction area of the Project at the time the accident occurred in Winchester. With so many job sites and so few employees, it is not reasonably possible to identify every potential safety violation. That is one reason the Respondent investigates the safety records of various contractors and ensures by contract that all safety requirements are followed. The Respondent believes this is reasonable compliance with KRS 278.042.

Fifth Response

Irby Has Far More Expertise And Experience In Transmission Line Safety Practices Than The Respondent And It Is Unreasonable To Require The Respondent To Provide Supervision To Irby On This Issue.

Irby Construction Company is one of the largest electrical transmission line construction contractors in the world. Irby has been in the business of building electric

lines since 1917 and has built thousands of miles of transmission lines in countries all over the world. A copy of a recent Irby brochure is attached as Exhibit B. Irby has over seven hundred managerial employees, and at any given time could have thousands of other employees depending on the number of their ongoing projects. Irby is truly one of the giants in the business and is clearly one of the worldwide experts in all aspects of transmission line construction, including safety practices.

The Respondent, on the other hand, is a small to medium sized utility that maintains no dedicated transmission line construction crews and does not have the forces to undertake major transmission projects. It would be unreasonable for the Respondent to attempt to assume the direction and supervision of a contractor with the size and experience of Irby with respect to safety practices at every work location. The Respondent can understand the Commission's concern in requiring utility involvement when dealing with small, lesser-experienced companies. However, due to the expertise and experience of Irby, it would be unreasonable to require the Respondent to supervise the day-to-day practices of Irby.

Sixth Response

It Is Unfair To Penalize The Respondent Since It Is The Respondent's Employees Who Saved The Life Of The Accident Victim.

The Respondent provides rigorous safety and emergency response training to its employees. This training is probably the reason the accident victim survived the initial trauma until the Emergency Medical Technicians (EMT's) arrived. It was the Respondent's employees who were first on the accident scene to actively provide emergency assistance. The Respondent's employees removed the victim from the crane and kept his respiratory tract clear of fluids so as to allow him to breathe until the EMT's

arrived. The EMT's informed the Respondent's safety personnel that if this had not been done, the victim would probably have not survived.

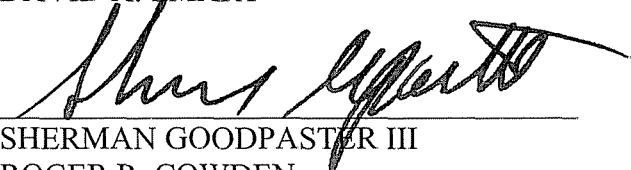
The Respondent would state that, given these circumstances, it would seem unfair to now penalize the Respondent for this accident.

REQUEST FOR INFORMAL CONFERENCE

The Respondent hereby requests that an Informal Conference be scheduled with the Commission Staff on this Case.

Respectfully submitted,

DAVID A. SMART



SHERMAN GOODPASTER III
ROGER R. COWDEN
P. O. BOX 707
WINCHESTER, KY 40392-0707
859.744.4812

ATTORNEYS FOR EAST KENTUCKY
POWER COOPERATIVE, INC.

CERTIFICATE OF SERVICE

This is to certify that an original and 5 copies of the foregoing Response and Request for Informal Conference in the above-styled case were hand delivered to the office of the Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601, and one copy was mailed to each party of record, this 13th day of November 2007.



SHERMAN GOODPASTER III

EXHIBIT A

According to Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for receiving instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture
Rural Utilities Service

ELECTRIC SYSTEM CONSTRUCTION CONTRACT
PROJECT CONSTRUCTION

NOTICE AND INSTRUCTIONS TO BIDDERS

1. **Sealed proposals** for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project, East Kentucky Power Cooperative RUS designation KY 59, (hereinafter called the "Owner") will be received by the Owner on or before 2:00 o'clock P M., April 24th, 2007, at its office at 4775 Lexington Road Winchester, KY 40391 at which time and place the proposals will be ~~publicly~~ opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.
2. **Owner Furnished Materials.** The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.
3. **Obtaining Documents.** The Plans, Specifications and Construction Drawings, along with supporting documentation, together with all necessary forms and other documents for Bidders may be obtained from the Owner, ~~or from the Engineer~~ East Kentucky Power Cooperative at the latter's office at 4775 Lexington Road Winchester, KY 40391 upon the payment of \$50.00, which payment will not be subject to refund. The Plans, Specifications and Construction Drawings may be examined at the office of the Owner or at the office of the Engineer.
4. **Manner of Submitting Proposals.** Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.
5. **Due Diligence.** Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).
6. **Proposals** will be accepted only from those prequalified Bidders invited by the Owner to submit a proposal.
7. **The Time for Completion of Construction** of the project is of the essence of the Contract and shall be as specified by the ~~Engineer~~ Owner in the Proposal.
8. **Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder and such acceptance has been approved by the

- b. All titles, easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties on which the project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delay in construction.
- c. All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.
- d. Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:
- e. All funds necessary for prompt payment for the construction of the project will be available.

18. Supplemental Instruction to Bidder

A. Copies of Bid Proposals

- (1) Complete sets of the bid Proposals in the number and for the deposit sum, if any, stated in the Notice and Instructions to Bidders may be obtained from the Owner. Additional sets may be acquired at the cost of \$ 50.00 per set.
- (2) Complete sets of bid Proposals must be used in preparing the Proposal; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid Proposal.
- (3) Owner and Engineer in making copies of bid Proposals available on the above terms do so only for the purpose of obtaining Proposals for the Work and do not confer a license or grant for any other use.

B. Examination of bid Proposals, other Related Data, and Site

- (1) Subsurface and physical conditions: Bidder shall be responsible for determining, examining and acquiring all the required subsurface and physical conditions needed for this Proposal. As a part of this proposal the following reports and drawings will be made available Tuesday, April 3rd, 2007
- (2) Copies of reports and drawings that are not included with bid Proposals may be examined at East Kentucky Power Cooperative, Inc. during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference.
- (3) Underground Facilities: Information and data shown or indicated in the bid Proposals with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data of record. Owner does not warrant this information and data. It shall be the responsibility of the Bidder to investigate, examine and determine the location of all underground facilities, where appropriate.

- (3) Questions received less than 5 days prior to the date for opening of Proposals may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- (4) Addenda may be issued to clarify, correct, or change the bid Proposals as deemed advisable by Owner or Engineer.
- (5) Owner will not consider requests for time extensions of the bidding period.

F. Substitute and "OR-EQUAL" Items

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bid Proposals without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the bid Proposals that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Contract. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions.

G. Basis of Bid – Evaluation of Proposals

- (1) Unit Price:
 - a. Bidders shall submit a Proposal on a unit price basis as described in the description of Project, Section 5b. of Article 1.
 - b. In the evaluation of Proposals, alternates will be applied in the same order as listed in the Proposal form. Owner may select or reject each alternate as best serves its interests, and may use prices bid for each selected alternate in determining Successful Bidder.
- (2) Proposal price shall include such amounts as the Bidder deems proper for overhead and profit, if any, named in the Contract Documents.

H. Submittal of Proposal to be submitted to the Owner

- (1) The bid Proposal shall include the entire proposal document along with all requested forms, data, drawings and plans.
- (2) Each prospective Bidder is furnished one copy of the Bid Proposal.
- (3) The original Proposal signed in blue ink, one copy of Proposal, and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner at the following address:

East Kentucky Power Cooperative, Inc.
Attention: Dan Pearce
4775 Lexington Road
P. O. Box 707
Winchester, KY 40392-0707
Telephone: 859.745.9439
Fax: 859.744.6008
E-mail: dan.pearce@ekpc.coop

- (4) The name and address of the Bidder and the date and hour of the opening of Proposals must appear on the envelope in which the Proposal is submitted. All blanks on Proposal form shall be completed by printing in black ink or by typewriter. No alterations or interlineations will be permitted, unless made before submission and initialed and dated

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph 17a. above.

EAST KY POWER COOPERATIVE
Owner
By W. Gary Lowell Warner
MGR. - POWER DELIVERY EXPANSION
Title
April 19, 2007
Date

Inez 69kV Tap Transmission Construction Contract

Bidder shall provide all temporary buildings or trailers needed for storage of equipment and materials installed under this Contract, which require indoor storage at the site prior to their installation. Temporary buildings and trailers and stored materials must be removed when the work is completed.

Owner shall be advised of any arrangements made for storage of equipment or materials and evidence of insurance coverage shall be furnished with any application for payment therefore in conformance with the General Conditions.

Storage of Poles, equipment and materials on easements and rights-of-way shall conform to all requirements of public authorities. Poles stored or placed along roads shall be a minimum of 20 feet from shoulder at an angle tending to deflect vehicles if struck. Poles shall be placed or blocked to preclude their accidental movement.

Materials may be laid out on the rights-of-way at the locations of installation. Rights-of-way shall not be used for bulk storage or marshalling facilities.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1.a of the Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "List of Owner Furnished Materials" will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of Owner Furnished Materials" at its expense and shall be responsible for demurrage, if any.

Bidder shall promptly inspect deliveries for completeness and for damage jointly with the Owner. Bidder shall notify Owner by written report of damaged, defective, or missing items.

All materials not received and stored at the respective job sites will be issued at Owner's Winchester Warehouse. Loading must be done by Bidder and coordinated with warehouse personnel.

All unused materials, including poles, shall be returned to the Owner's Winchester Warehouse upon completion of each job, unless Bidder receives specific written instructions otherwise. Materials may be laid out on the rights-of-way at the locations of installation. Rights-of-way shall not be used for bulk storage or marshalling facilities.

Section 8. Warranty of Good Faith. *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

Section 9. Financial Resources.

a. The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.

b. The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.

In the event that the surety or sureties on the performance bond delivered to the Owner contemporaneously with the execution of the Contract or on any bond or bonds delivered in substitution therefore or in addition thereto shall at any time become unsatisfactory to the Owner or the Administrator, the Bidder agrees to deliver to the Owner another or an additional bond.

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be ~~as set forth in the inventory~~ the actual number of units installed as per Owners specifications. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this proposal.*

Section 12. Termination:

a. Convenience Termination: Owner may for any reason, terminate this Contract for convenience at any time, in whole or in part. Upon receipt of a notice of termination and as directed by Owner, Bidder shall:

(1) Assign and transfer to Owner all drawing, design, calculation, materials, equipment, tools, plant and facilities which payment has been, or will be, made under the Contract.

(2) Cancel orders and commitment to and suppliers and compile detailed accounting of all termination charges which may result.

Bidder shall, as a condition precedent to payment by Owner of termination charges hereunder, execute and deliver all documents and evidence required by the Owner to effectuate the above, and to provide proof that no liens or claims exist against Owner or its property.

b. Should the Owner elect to terminate the Contract, the Owner agrees to pay Bidder, after the award of the contract, for the portion of units completed. The Owner will pay for all construction units completed and accepted, and will pay for all uncompleted units on a pro-rated basis.

The Successful Bidder shall submit a Project Schedule within 10 days after the preconstruction meeting, which will set forth the general schedule and projected milestones for each phase of the project. The work plan should be based on weekly units of time, and shall be calendar specific.

- d. *The Owner, acting through the Engineer with the approval of the Administrator, if approval of the Administrator is required, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder and approved by the Administrator, if approval by the Administrator is required, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*
- e. The Bidder will not perform any work hereunder on Sundays unless there is urgent need for such Sunday work and the Owner consents thereto in writing. The time for completion specified in subsection a of this Section 1 shall not be affected in any way by inclusion of this subsection nor by the Owner's consent or lack of consent to Sunday work hereunder.
- f. The work shall be performed using a normal 40-hour work week. However, Contractor in performing the work, shall adequately man the job and work such hours per day and days per week as may be required, it will be at no additional cost to Owner.
- g. In the event Contractor determines it necessary to schedule his work force more than 40 hours per week, he shall consult in advance with Owner's representative to make certain that such a schedule will not conflict with other work at the job site. Contractor shall bear all costs that may be incurred in procuring and/or maintaining the necessary labor force on the job, including such items as overtime, bonus or premium time, and transportation and living expenses.

Section 2. Environmental Protection.

- a. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*
- b. The Bidder shall control accumulation of waste materials and rubbish; periodically dispose of such waste off-site.
- b. The "Environmental Report" (ER) or Environmental Assessment (EA) will be attached herewith, and made part of the Bidder's proposal upon approval by the Administrator.
- d. Any chemical application by Bidder must comply with Kentucky Department of Agriculture, Division of Pesticides KRS217B ("Pesticide Use and Application Act").

Section 6. Supervision and Inspection.

- a. *The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions, supporting documentation and addendum if applicable, and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the ~~construction~~ all phases of work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ or contract, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. *The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. *The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Administrator, if applicable and the Bidder shall furnish all information required by the Owner or by the Administrator concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Administrator for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests ~~and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder.~~ The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.*
- d. *In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.*
- e. *The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract. Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing. The owner shall not be liable for the suspension of work, except for acts or omissions of the owner.*

Section 9. Storm Water Prevention

Contractor shall provide storm water pollution control and measures in accordance with the Storm Water Pollution Prevention Plan for this project. Inspections of the storm water control measures and disturbed areas caused by the construction shall be provided and performed by Owner's engineer or inspector. The contractor shall be responsible for the installation, maintenance and repair of the storm water control measures, and shall comply with all requirements of the Storm Water Pollution Prevention Plan.

If, for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection d shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.

- e. Interest at the rate of eight & seventy-five hundredth² percent (8.75 %) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof, commencing thirty (30) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.*
- f. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.*
- g. The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*
- h. Invoices for payment must separate material from labor charges and show them as separate items on the invoice.*
- i. Payments will not be made on units improperly submitted.*
- j. Retainage – As described in section 1a, Owner will retain 10% of all approved invoices until such time that Section 1c. of Article III has been satisfied by the Bidder.*
- k. Each invoice submitted by Bidder shall be accompanied by the following, all in form and substance satisfactory to Owner.*
- (1) A duly executed and acknowledged Contractor's certification stating all Subcontractors have been paid amounts properly due under their respective subcontracts and identifying all Major Subcontractors with whom Contractor has entered into subcontracts.*
 - (2) Duly executed partial and final waivers of mechanics' and materialmen's liens in the form set forth herein from all Major Subcontractors who were paid since the last progress payment acknowledging receipt of such payment. The final Payment Request shall be accompanied by final and full waivers of lien from all parties entitled to receive payment in connection with the performance of the Work; and*

¹ The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

² See Footnote 1.

**ARTICLE IV
PARTICULAR UNDERTAKINGS OF THE BIDDER**

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.*

The following provisions shall not limit the generality of the above requirements:

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*
- f. Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.*

The right-of-way for purposes of this said section shall consist of an area extending 50 feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from public roads to carry on construction activities.

- g. The project, from the commencement of work to completion, or to such earlier date or*

- j. *The Bidder shall immediately submit to the Owner ~~monthly~~ reports in duplicate of all accidents, giving such data as may be prescribed by the Owner. The Bidder shall be in compliance with all OSHA safety and reporting requirements.*
- k. *The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.*
- ~~l. *The Bidder will furnish, prior to the commencement of underground distribution construction, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.*~~
- l. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.
- m. Upon substantial completion of the Contract, Bidder shall remove temporary materials, temporary equipment services, and temporary construction. All damage caused by installation or use of temporary facilities must be cleaned, repaired and restored by the Bidder to the satisfaction of the Owner's field representative.
- n. Provide barriers as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

Section 2. Insurance. *The Bidder shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance with an insurance company authorized to do business in the Commonwealth of Kentucky and otherwise acceptable to EKPC the following insurance:*

- a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws. Prior to the start of Work, Contractor shall provide evidence of Contractor's Worker's Compensation and Employer's Liability Insurance Policy, and each policy shall include:*
 - Employer's Liability with a minimum limit of \$1 million dollars with respect to bodily injury each accident/ \$ 1 million bodily injury by Disease Policy Limit.
- b. *Commercial General ~~Public~~ liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence,*

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to Owner.

- a. *Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.*
- b. *Where the construction of a Section as hereinbefore defined in Article II, Section 1.c and Article III, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.*
- c. The Bidder agrees that the turf establishment period, as set forth in the Construction Specifications, is the exception to the transfer of risk and obligations at the time of delivery of possession to the Owner. Turf shall be established by the Bidder, as per specifications, prior to the release of the final payment by the Owner.

Section 4. Energizing the Project.

- a. *Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.*
- b. *The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.*
- c. The Bidder shall notify the Owner approximately 10 working days prior to the anticipated Completion of Construction. The Owner, together with the Bidder, will perform a Final Inspection of the Project.
- d. Within thirty (30) days of Owner's notice that the Bidder has met all the requirements of the Completion of Construction, the Bidder shall submit a legible and complete set of "As Built Drawings" for the project.

ARTICLE V REMEDIES

Section 1. Completion on Bidder's Default. *If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.*

Section 2. Liquidated Damages. *The time of the Completion of Construction of the project is of the essence of the Contract. Should the Bidder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Bidder the sum of One thousand dollars (\$ 1,000.00) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full. Provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.*

Section 3. Cumulative Remedies. *Every right or remedy herein conferred upon or reserved to the Owner or the Government or the Administrator shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election. Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the project within the time herein agreed upon.*

Bidder, or it's Subcontractors, that meets or exceeds the specific and prevailing standards of quality, and made reference to herein.

- o. The term "units" refer to the "Transmission Construction Units" listed, or to be listed on pages 48 thru 54 of the Proposal.

Section 2 Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.*

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Additionally, Department of Mines and Minerals, Division of Explosives and Blasting standard forms E & B 6A and E & B #7 shall be completed and submitted to Owner's representative at the end of each blasting day. Forms can be obtained from Owner if necessary.

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

(7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

c. Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 7. Franchises and Rights-of-Way. *The Bidder shall be under no obligation to obtain or assist in responsible for obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project, except as directed otherwise by the Owner within this contract, or are needed by the Bidder for the sole purpose of executing this Contract, i.e.: highway construction permits, alternate access permits, hauling permits, etc.*

Section 8. Nonassignment of Contract. *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an*

ACCEPTANCE

Subject to the approval of the Administrator, if approval of the Administrator is required, the Owner hereby accepts the foregoing Proposal of the Bidder, Irby Construction Company, Inc., for the construction of the following:

Inez 69kV Tap Construction – 6.2 miles

for a total contract price of \$ * (dollars.)

* including owner furnished materials

East Kentucky Power Cooperative, Inc.
Owner
BY [Signature]
Bob Marshall, President & CEO

 N/A Secretary

 5/2, 2007
Date of Contract

LIST OF MATERIALS ORDERED BY OWNER BUT NOT DELIVERED

Item*	Supplier Name and Address	Scheduled Delivery Date	Description of Material	Catalog Number	Quantity	Unit Price	Extended Price
		5/15/2007	Conductor				
		5/1/2007	OHGW/Static Wire				
		6/1/2007	Hardware				

Above Materials are Located at: To be delivered to jobsite

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Above Materials are Located at:

** Item corresponds with item in list of materials in construction drawings. Under Article I, Section 3, the value of these materials will be deducted from payments to the Bidder for completed Construction Units.*

POWER DELIVERY EXPANSION

TABLE D

Inez Tap

PAGE 1

Category	Description	Quantity	Unit Price	Extended Price
POLES	50' C3 Wood Pole	3	475.00	\$1,425.00
	55' C3 Wood Pole	9	550.00	\$4,950.00
	55' C2 Wood Pole	1	650.00	\$650.00
	55' C1 Wood Pole	3	750.00	\$2,250.00
	55' H1 Wood Pole	1	850.00	\$850.00
	60' C3 Wood Pole	14	650.00	\$9,100.00
	60' C2 Wood Pole	2	750.00	\$1,500.00
	60' C1 Wood Pole	3	1,000.00	\$3,000.00
	60' H1 Wood Pole	1	1,150.00	\$1,150.00
	65' C3 Wood Pole	2	700.00	\$1,400.00
	65' C2 Wood Pole	8	1,050.00	\$8,400.00
	65' C1 Wood Pole	1	1,250.00	\$1,250.00
	70' C2 Wood Pole	5	1,175.00	\$5,875.00
	75' C2 Wood Pole	2	1,375.00	\$2,750.00
	80' C2 Wood Pole	5	1,875.00	\$9,375.00
	80' C1 Wood Pole	3	1,950.00	\$5,850.00
	85' C2 Wood Pole	1	2,050.00	\$2,050.00
	85' C1 Wood Pole	6	2,550.00	\$15,300.00
	90' C2 Wood Pole	3	2,425.00	\$7,275.00
	95' C1 Wood Pole	1	3,350.00	\$3,350.00
MATERIAL ASSEMBLIES	TH-1G4VX	9	\$1,185.00	\$10,665.00
	TH-1G4VXX	2	\$1,490.00	\$2,980.00
	TH-1GXH	1	\$1,000.00	\$1,000.00
	TH-1GX	11	\$770.00	\$8,470.00
	TH-1GXX	1	\$1,080.00	\$1,080.00
	TH-5G	2	\$1,580.00	\$3,160.00
	TH-7G	1	\$1,540.00	\$1,540.00
	TH-10V4XH	3	\$4,450.00	\$13,350.00
	TH-10VOX	2	\$2,650.00	\$5,300.00
	TH-12A	1	\$3,015.00	\$3,015.00
	TS-5G	1	\$500.00	\$500.00
	TS-9G	2	\$825.00	\$1,650.00
	TG-21A	35	\$90.00	\$3,150.00
	TG-21C	23	\$93.87	\$2,159.01
	TG-21D	4	\$50.00	\$200.00
	TA-4L	24	\$105.00	\$2,520.00
	TA-2L	29	\$80.00	\$2,320.00
	TM-9R()	11	\$260.00	\$2,860.00
	TM-9RH	29	\$450.00	\$13,050.00
	WIRE	3/8" HSS Static	63.65	\$270.00
266 MCM 26/7 ACSR Conductor		97.25	\$577.40	\$56,152.15
			TOTAL	\$240,056.66

**CERTIFICATE OF COMPLETION
CONTRACT CONSTRUCTION**
(continued)

We, the undersigned Owner and Contractor, do hereby certify that:

- 1. The Project has been completed in accordance with the provisions of the Construction Contract, dated _____ 20 ____ , provided, however, that acceptance of the Project by the Owner shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract with respect to defective workmanship or, materials discovered within one year after the date of completion.*
- 2. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the Project and of work performed in accordance with the Construction Contract.*

East Kentucky Power Cooperative, Inc.

Owner

By: Bob Marshall

President and CEO

Name of Contractor

By:

Title

Date

According to Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF CONTRACTOR

_____, certifies that he or she is the

_____ of _____,
TITLE OF OFFICE NAME OF CONTRACTOR
the Contractor, in a Construction Contract No. _____.

dated _____, 20_____, entered into between the Contractor and

_____ , RUS designation _____.
NAME OF BORROWER

the Owner, and that he or she is authorized to and does make this certification on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full, that the names of manufacturers, material suppliers, and subcontractors that furnished material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturers, material suppliers and subcontractors have been furnished the Owner.

_____ By _____
Date President

This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be Signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.

Section 2 Substation Units- N/A

Section 3 Exclusions of Work The following work will not be a part of this contract and will be performed by others:

Section 4 Description of Construction Unit

a. Each Construction Unit represents a complete installation of the designated portion of the complete project as described in the specifications, together with connections to associated equipment. Each Unit represents all labor and material including necessary accessories completely installed and tested in satisfactory operation, except where specifically stated otherwise. Installation of Construction Units shall include all necessary handling, assembly and testing, including, without limitation, any and all other work necessary to complete the Project in accordance with the specifications. Connecting materials within the substation, except where otherwise specified, shall be deemed to be included with the smaller of the units to which connected. In spite of the omission of any minor part of the complete work from the list of Construction Units, the Construction Units shall be deemed to include complete furnishing and installation of the proper materials and therefore the prices of associated Construction Units shall be deemed to include provision for the complete work.

b. Each Construction Unit shall be designated by the letter or number of the group to which it belongs and an identifying number. The same item of equipment shall carry the same Construction Unit designation. Items of equipment designated by the same Construction Unit designation shall be of only one kind as to voltage, type and other specifications. The Bid Sheet shall contain all unit prices for Construction Units contained in the project.

c. It is intended that in all cases, the "Name and Description of Construction Unit" column of the Bid Sheets will contain sufficient information to identify the Construction Unit as described under the following groups.

means, methods, techniques, sequences, and procedures of construction expressly required by the Proposal to be employed by Bidder, and safety precautions and programs incident thereto. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Proposal.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal.

Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal.

Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Proposal, and the written resolution thereof by Engineer is acceptable to Bidder.

The Contract is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BASIS OF BID

Bidder will perform the Work in accordance with the Proposal Unit prices as submitted and enclosed.

TIME OF COMPLETION

Bidder agrees that the performance of the Work will conform to the schedule set forth in Contract.

ATTACHMENTS TO THIS PROPOSAL

The following documents are attached to and made a condition of this Proposal:

- Required Bid Bond in the form of RUS Form 307;
- List of proposed subcontractors and work to be performed by each;
- Section 00434 – Bidder Data and Information. (Bidder Qualification Attached), if not already provided
- Clarifications: Attach a separate sealed envelope labeled "Clarifications" to outside of sealed Bid, containing listing on Bidder's letterhead of all exceptions and clarifications to Contract, referencing page number and paragraph of Contract involved. If there are no clarifications, include statement to such effect in Proposal envelope. Excessive clarifications may render Proposal unresponsive. Bidder agrees to all provisions contained in Contract unless specifically listed as an exception or clarification. If Bidder submits drawings, printed forms, standard statements, or other revisions which conflict with the Contract, the Contract will prevail.
- Preliminary monthly payment schedule for duration of Contract.
- Quality assurance process, to include final inspection plan and checklist.
- General project schedule (Gantt Chart Format) including major activities related to the construction, and startup. Schedule shall include outages for completing work.

the Owner under the Loan Contract or the granting by the Administrator or the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Administrator or the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under either the Construction Contract or the Loan Contract, or the taking of any action, proceeding or step by the Administrator or the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract or the Loan Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, _____

IRBY Construction Company _____ (Seal)

Principal

By John Hopper
John Hopper
Vice President, Operations

ATTEST:

Robert A. Croft, Sr.
Secretary

Robert A. Croft, Sr./
Chief Financial Officer

National Union Fire Insurance Company of
Pittsburgh, PA / Federal Insurance Company _____ (Seal)

By Gloria C. Blackburn
Gloria C. Blackburn

Gloria C. Blackburn Attorney-in-Fact
175 Water Street, New York, NY 10038
15 Mountain View Road, Warren, NJ 07059

ATTEST:

Robert E. Blackburn
Secretary

Robert E. Blackburn

By Gloria C. Blackburn
Address of Surety's Home Office
Resident Agent of Surety

Gloria C. Blackburn

Signatures: The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

Power of Attorney: The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly authorized resident agent of the Surety.

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 17809

No. 23-B-04392

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

Donald E. Appleby, Florietta Acosta, Gloria C. Blackburn, DiLynn Guern, Susan J. Lattarulo, Kristen L. McCormick, Tiffany McGonigle, Kevin W. McMahon, Frank C. Penn, J. R. Richards, James S. Rosulek of Denver, Colorado

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 8th day of January, 2007



Vincent P. Forte

Vincent P. Forte, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 8th day of January, 2007 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Juliana E. Hallenbeck

JULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01H6125671
QUALIFIED IN BROOK COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this day of

Elizabeth M. Tuck

Elizabeth M. Tuck, Secretary

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

KNOW ALL MEN that we, Irby Construction Company
_____, as Principal, and
Federal Insurance Company

as Surety, are held and firmly bound unto East Kentucky Power Cooperative, Inc.
P.O. Box 707, Winchester, KY 40392 (hereafter called the "Owner") in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to exceed **Ten Percent of the Total** Amount Bid dollars (\$ --10%), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Electrification Administration Project known as Project Inez 69kV Tap Transmission Line

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the Project as may be specified in the bid, or

(b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the Project, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ 27th day of April 2007

ATTEST:
Randy Berry

Randy Berry/Director, Estimating Dept.

ATTEST:
Robert E Blackburn

WITNESS

Irby Construction Company (SEAL)

PRINCIPAL
BY John Hopper
John Hopper
Vice President, Operations

TITLE

Federal Insurance Company (SEAL)

SURETY
BY Gloria C. Blackburn
Gloria C. Blackburn
Attorney-in-Fact

TITLE

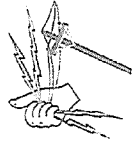
HISTORY

EXHIBIT B

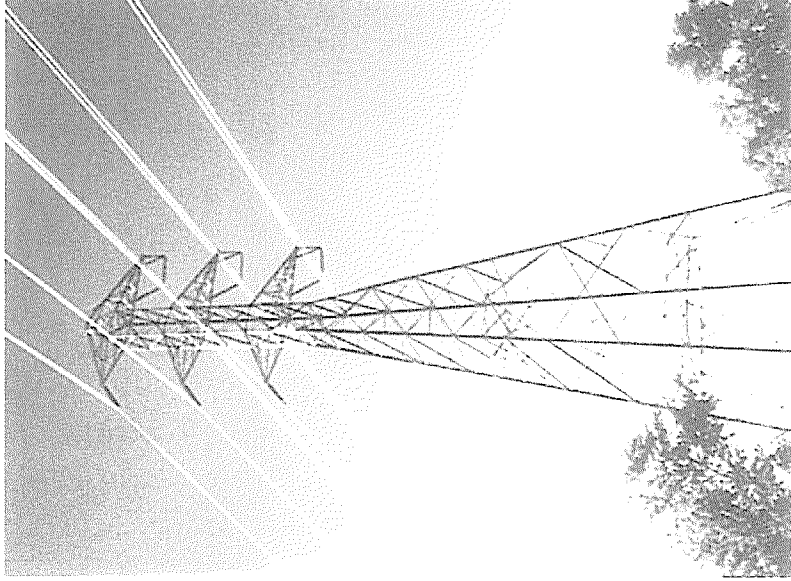
From an eleven mile 22 kV transmission line built in 1917, Irby Construction Company has grown to become a leading power and telecommunication contractor. and principles that signified IRBY's storied past have been maintained and continue to keep the company at the forefront of both the electrical and telecommunication industries.

In 1919, Stuart C. Irby founded Stuart C. Irby Company specializing in wholesale electrical supplies and electrical contracting. They began in business by erecting power lines for rural and municipal electric systems throughout the Southeast. In fact, IRBY has erected more Rural Electrification Administration power lines than any other company in the United States. In 1946, Irby Construction Company was chartered as a separate organization. The company's growth continued, extending abroad for the first time in 1965. Large international work was a hallmark of the 1970s, and steady growth throughout the country has continued to mark the last several decades. Recognized as a leader in EHV power line construction, having built the first 765 kV transmission line in the United States, IRBY continues to be a leader in transmission, distribution and substation construction. In 1996, IRBY established PCS/Cellular and Fiber Optics divisions. These additional services have allowed IRBY to diversify business mix and balance workload.

On July 10, 2000 Quanta Services, Inc. acquired IRBY Construction Company. The values



IRBY
CONSTRUCTION
COMPANY
EXPERIENCE
COMMITMENT
INNOVATION

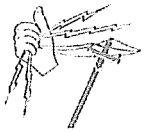


IRBY CONSTRUCTION COMPANY
Project List

No.	Owner	Description	Completed
1365	Terra Industries Inc Yazoo City, MS	Terra Nitrogen Plant Repair of failed transmission facilities	Under Construction
1364	Mississippi Power Company Gulfport, MS	Time and equipment transmission line work Engineer: Owner	Under Construction
1363	Grand River Dam Authority Vinita, OK	10 miles of 161/69 kV T/L. (Maid T/L.)	Under Construction
1362	Florida Power & Light Juno Beach, FL	6 miles of 230 kV T/L. Osteen - Volusia Engineer: Owner	Under Construction
1361	Alabama Power Company Birmingham, AL	2.07 miles of 46kV Transmission Line DeArmanville-Heflin	Under Construction
1360	Entergy Services New Orleans, LA	Independence: Perform Line & Substation work for cut-in. Cut-in 230kV line at Independence Substation, Amite Substation and substation work at the Hammond Sub. Set & remove various poles, pull in small amount of wire, Demo part of Hammond Sub.	Under Construction
1359	Florida Power & Light Clewiston, FL	11 miles of 230kV T/L. -concrete poles Alva-Corbett Part 2 Florida Engineer: Owner	Under Construction
1358	Florida Power & Light Casselberry, FL	Transmission Maintenance Florida Engineer: Owner	Under Construction
1357	Northeast Missouri Electric Coop Palmyra, MO	14.4 miles of 161kV T/L. - Wood Poles Thomas Hill to Bevier	Under Construction
1356	Entergy Services Inc Baton Rouge, LA	11 miles 230kV Rebuild - Concrete poles	
1354	American Electric Power Corpus Christi, TX	6.5 miles of 69kV T/L. - Concrete poles N. Padre Tap - Mustange Island	Under Construction
1351	Kentucky Utilities Lexington, KY	13.38 miles of 345kV T/L. - lattice steel tower & steel poles Mill Creek to Hardin County Kentucky Engineer: Owner	Under Construction
1350	Alabama Power Company Birmingham, AL	Malvern 46kV Tap Line - concrete poles Alabama Engineer: Owner	2007
1349	* Imperial Irrigation District Imperial, CA	New Jackson Substation California Engineer: Owner	2007
1348	Duke Energy Corp. Charlotte, NC	6 miles of 230kV - Lattice tower Nantahala - Santeetlah Rebuild-Phase 2, Part A North Carolina Engineer: Owner	Under Construction
1347	* East Kentucky Power Cooperative Winchester, KY	6 miles of 69kV T/L. - wood H-frame structures Inez to Martin Kentucky Engineer: Owner	Under Construction
1346	* Carroll Electric Cooperative Corp Berryville, AR	7.10 miles of 69kV T/L. - steel poles Arkansas-18-Carroll Prairie Creek to Beaver Arkansas Engineer: Owner	Under Construction



No.	Owner	Description	Completed
1345	Salt River Project Phoenix, AZ	52.4 miles of 500kV T/L - lattice steel towers Palo Verde to Pinal West Line Construction Arizona Engineer: Owner	Under Construction
1344	Lower Colorado River Authority Austin, TX	Menger Tap Switch Texas Engineer: Owner	2007
1343	Lower Colorado River Authority Austin, TX	Waelder 69kV conductor relocate Texas Engineer: Owner	2007
1338	Florida Power & Light Juno Beach, FL	Various 115kV line upgrades Baldwin-Starke, Eau Gallie-Melbourne, Florida Engineer: Owner	Under Construction
1337	Lower Colorado River Authority Austin, TX	T-238 Fair Oaks substation circuit breaker - 138kV Line Construction Texas Engineer: Owner	2007
1336	Lower Colorado River Authority Austin, TX	T-208 Fiber Restoration Texas Engineer: Owner	2007
1331	Florida Power & Light Juno Beach, FL	Change out 18 structures to single concrete poles Daytona Beach G.E. 115kV TL Florida Engineer: Owner	Under Construction
1330	* Grand River Dam Authority Vinita, OK	12.6 miles of 161kV T/L rebuild - steel poles Feeder 105 West Rebuild Oklahoma Engineer: Owner	2007
1329	Florida Power & Light Juno Beach, FL	Distribution underbuild transfer and rebuild Hammond Tap - Crescent City Florida Engineer: Owner	Under Construction
1326	Georgia Power Company Forest Park, GA	Replace insulators on 120 structures (inline deadend), replace dampers Douglas to Offerman 230kV Georgia Engineer: Owner	Under Construction
1325	* Lower Colorado River Authority Austin, TX	11.8 miles of 138kV T/L lattice steel tower modifications and reconductor Verde Creek - Kerrville Stadium T-225 Texas Engineer: Owner	2007
1324	Sho-Me Power Electric Coop. Marshfield, MO	Ice Storm Emergency Restoration	2007
1323	Georgia Power Company Forest Park, GA	31.3 miles of 230kV T/L rebuild - steel poles Kettle Creek - Homeland Engineer: Owner	Under Construction
1322	Grand River Dam Authority Vinita, OK	Ice Storm Emergency Restoration	2007
1321	Nebraska Public Power Dist. Columbus, NE	Ice Storm Restoration of Transmission Lines	2007



RBY
CONSTRUCTION
COMPANY
EXPERIENCE
COMMITMENT
INNOVATION

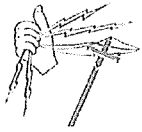
No.	Owner	Description	Completed
1320	Florida Power & Light Juno Beach, FL	Rebuild 15 miles of 230kV T/L - concrete poles Alva-Corbelt Florida Engineer: Owner	2007
1309	Alabama Power Company Birmingham, AL	31 miles of Fiber Optic/Shieldwire replacement Alabama Engineer: Owner	2007
1308	Progress Energy Service Company St. Petersburg, FL	22 miles of 230kV T/L - steel poles and 5 miles of distribution underbuild Hines-Lake Wales Florida Engineer: Owner	Under Construction
1307	* Grand River Dam Authority Vinita, OK	18.9 miles of 161/69kV T/L. rebuild - steel poles Tahlequah-Stilwell Oklahoma Engineer: Owner	Under Construction
1306	Lower Colorado River Authority Austin, TX	Transmission Line Maintenance Elgin to Gilliland Texas Engineer: Owner	2006
1305	Lower Colorado River Authority Austin, TX	Transmission Line Maintenance Cuero to Yoakum Texas Engineer: Owner	2006
1304	Entergy Mississippi, Inc. Jackson, MS	Drilled Peir Foundations and Vibratory socket caissons Perryville-Sterlington 500kV line #2 & Underbuild 115kV Louisiana Engineer: Owner	2007
1303	* Central Electric Power Coop Jefferson City, MO	14.2 miles of 69kV T/L - wood poles New Hope-Auburn & New Hope-Troy Missouri Engineer: Owner	Under Construction
1302	Progress Energy Lake Mary, FL	Storm work associated with Ernesto Florida Engineer: Owner	2006
1301	Florida Power & Light Juno Beach, FL	Storm work associated with Ernesto Florida Engineer: Owner	2006
1300	Gulf Power Co. Pensacola, FL	2.69 miles 115kV T/L - concrete poles Callaway-Parker Tap Florida Engineer: Owner	2006
1299	Lower Colorado River Authority Austin, TX	Transmission line construction Mopac to 360 T/L. Foundation Construction Project and Hicross to Marshall Ford Overhead T/L. Construction Project Texas Engineer: Owner	2006
1298	Florida Power & Light Juno Beach, FL	12 miles of 230kV T/L - concrete poles Bunnell-Pringle Florida Engineer: Owner	2006



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CONSTRUCTION
COMPANY

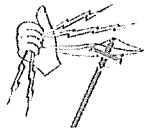
EXPERIENCE
COMMITMENT
INNOVATION

No.	Owner	Description	Completed
1296	Florida Power & Light Juno Beach, FL	Alberto Storm Restoration Florida Engineer: Owner	2006
1295	Progress Energy	Alberto Storm Restoration Florida Engineer: Owner	2006
1294	* East Kentucky Power Cooperative Winchester, KY	9.10 miles of 345kV/138kV double circuit Spurlock-North Clark Relocation-Miller Hunt 138kV Tap (North Section) Kentucky Engineer: Owner	2007
1293	* Sho-Me Power Electric Coop. Marshfield, MO	57.5 miles of 345kv T/L Steel Pole H-frame Thayer to Gobbler Knob Transmission Line #905 Missouri Engineer: Owner	Under Construction
1292	Florida Power & Light Juno Beach, FL	5.5 miles of 138kV T/L - concrete poles McCall Tap Florida Engineer: Owner	2006
1291	Florida Power & Light Juno Beach, FL	6.93 miles of 115kV T/L - concrete poles Putnam-Hastings Rebuild / Putnam-San Matel Florida Engineer: Owner	2007
1290	Florida Power & Light Juno Beach, FL	2.13 miles of 115kV T/L rebuild - concrete poles. Coquina-Ormond 115kV Florida Engineer: Owner	2006
1289	Duke Energy Corp. Charlotte, NC	Reroute 230kV dbl ckt line. Remove steel towers & conductor. Allen-Scrubber 230kV Line North Carolina Engineer: Owner	2006
1288	* Central Electric Power Coop Jefferson City, MO	6.7 miles of 161kV T/L - wood H-frame Shawnee Bend - Sunrise Missouri Engineer: Owner	2006
1287	Alabama Power Company Birmingham, AL	Various Barehand Work Alabama Engineer: Owner	Under Construction
1286	Lower Colorado River Authority Austin, TX	Transmission Line Maintenance Goldwaite Texas Engineer: Owner	2006
1285	Entergy Services, Inc.	Ice Storm Restoration Mississippi Engineer: Owner	2006
1284	Lower Colorado River Authority Austin, TX	15 miles of 115kV T/L - concrete and steel poles Glasscock to Audice Texas Engineer: Owner	2006



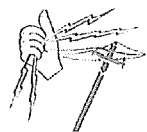
R B Y
CONSTRUCTION
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EXPERIENCE
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INNOVATION

No.	Owner	Description	Completed
1283	Lower Colorado River Authority Austin, TX	18 miles of 138kV & 345kV T/L Kendall Phase II Kendall to Cico - T/L. Construction Texas Engineer: Owner	2006
1282	American Electric Power Corpus Christi, TX	7.92 miles of 69kV T/L reconductor Aransas Pass/Sea Wall/Cable Terminal/Post Aransas Texas Engineer: Owner	2006
1281	Lower Colorado River Authority Austin, TX	21 miles of 138kV T/L upgrade - steel poles Graphite Mine to Lampasas Texas Engineer: Owner	2006
1280	Lower Colorado River Authority Austin, TX	1.26 miles of 138kV & 69kV T/L Gabriel to Glasscock Texas Engineer: Owner	2006
1279	Lower Colorado River Authority Austin, TX	14.5 miles of 138kV T/L Glasscock to Andice Texas Engineer: Owner	2006
1278	Lower Colorado River Authority Austin, TX	2.6 miles of 138kV T/L Sandy Creek Texas Engineer: Owner	2006
1277	Lower Colorado River Authority Austin, TX	1 mile of 69kV T/L Kerrville Stadium Texas Engineer: Owner	2006
1276	Lower Colorado River Authority Austin, TX	3.5 miles of 138kV T/L Clear Springs Phase II Texas Engineer: Owner	2006
1275	Alabama Power Company Birmingham, AL	Replace shield wire on two sections of line - 25.54 phase miles. Flomaton T.S.-North Brewton T.S. and Barry S.P.-Flomaton T.S. Alabama Engineer: Owner	2006
1274	Florida Power & Light Juno Beach, FL	Rebuild 8 mile of 500kV steel H-frame structures & string conductor. Corbett-Conservation Florida Engineer: Owner	2006
1273	Entergy Services, Inc. Hammond, LA	Install 8 poles/foundations; wire and perform cut in on 230kV T/L Angie Substation Cut-In Louisiana Engineer: Owner	2006
1272	Duke Energy Charlotte, NC	Ice storm restoration North Carolina Engineer: Owner	2006
1271	Lower Colorado River Authority Austin, TX	18 miles of 138kV & 345kV T/L Kendall Phase II Kendall to Cico - Digging Texas Engineer: Owner	2006



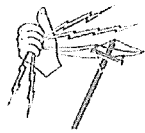
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No.	Owner	Description	Completed
1270	Florida Power & Light Juno Beach, FL	Set 23 concrete poles FEC Canal Extension Florida Engineer: Owner	2006
1269	Florida Power & Light Juno Beach, FL	11.5 miles of 230kV T/L - concrete poles (Collier-Orange River #3 Line Section B) Florida Engineer: Owner	2006
1268	Lower Colorado River Authority Austin, TX	OPGW 5 spans Paleface Fiber Project Texas Engineer: Owner	2005
1267	Alabama Power Company Birmingham, AL	26.7 miles of 230kV T/L - concrete poles Duncanville S.S.-South Bessemer T.S. Alabama Engineer: Owner	2006
1266	Lower Colorado River Authority Austin, TX	Relocate 1-345kV lattice steel tower Austrop-Sandow T-181/T-229 Texas Engineer: Owner	2005
1265	Progress Energy Lake Mary, FL	Pole change out maintenance on 230kV and 26kV T/L 2-6 man transmission maintenance crew Florida Engineer: Owner	2006
1264	Progress Energy (FPC) Florida	Wilma storm restoration Florida Engineer: Owner	2005
1263	Florida Power & Light Juno Beach, FL	Wilma storm restoration Florida Engineer: Owner	2005
1262	Entergy Services, Inc. New Orleans, LA	Rita storm distribution restoration Texas Engineer: Owner	2005
1261	Lower Colorado River Authority Austin, TX	Replace 2 steel 138kV structures Buttercup to Avery T-386 Texas Engineer: Owner	2005
1260	Lower Colorado River Authority Austin, TX	4 miles of 138kV T/L rebuild - steel poles Kendall Phase I Cico to CPS Tie Texas Engineer: Owner	2005
1259	Lower Colorado River Authority Austin, TX	12.12 miles of 138kV T/L rebuild - steel and concrete poles Freiheit-Seguin Texas Engineer: Owner	2006
1258	Entergy Services, Inc. LA	Rita Hurricane restoration Louisiana Engineer: Owner	2005
1257	Center Point Energy Texas	Rita Storm Restoration Texas Engineer: Owner	2005
1256	South Louisiana Electric Cooperative Assoc. (SLECA) Houma, LA	10.9 miles of 115kV T/L - steel poles Greenwood-West Houma Louisiana Engineer: Owner	2006



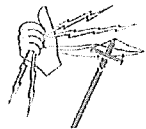
RBY
CONSTRUCTION
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EXPERIENCE
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INNOVATION

No.	Owner	Description	Completed
1255	Florida Power & Light Juno Beach, FL	Miscellaneous distribution underground project Florida Engineer: Owner	2006
1254	Florida Power & Light Juno Beach, FL	Rita Storm restoration Florida Engineer: Owner	2005
1253	G E Energy Westerville, OH	Port Fourchon Station Restoration Louisiana Engineer: Owner	2005
1252	Entergy Services, Inc. New Orleans, LA	Katrina Storm Restoration Louisiana Engineer: Owner	2005
1251	Entergy Services, Inc. New Orleans, LA	Katrina Storm Restoration - Distribution Mississippi Engineer: Owner	2005
1250	Entergy Services, Inc. Mississippi	Katrina Storm Restoration Mississippi Engineer: Owner	2005
1249	MS Power Company Mississippi	Katrina Storm Restoration Mississippi Engineer: Owner	2005
1248	Entergy Services, Inc. Louisiana	Katrina Storm Restoration Louisiana Engineer: Owner	2005
1247	Southwest Louisiana EMC Lafayette, LA	Katrina/Rita Storm Restoration Louisiana Engineer: Owner	2005
1246	Sam Houston Electric Coop Livingston, TX	Rita Storm Restoration Texas Engineer: Owner	2005
1245	Alabama Power Company Birmingham, AL	1.16 miles of 230kV T/L - concrete poles Barry S.P.-Pinckard Alabama Engineer: Owner	2006
1244	ESSO Exploration & Production Chad, Inc. (sub to Kellogg Brown & Root) Chad, Africa	17.2 miles of 132kV T/L conductor installation on existing steel poles Nya-Moundoudi Project Chad, Africa Engineer: Owner	2006
1243	Florida Power & Light Juno Beach, FL	1.7 miles of 230kV T/L - concrete poles Dade - FEC Canal Florida Engineer: Owner	2006
1242	Duke Power Company Charlotte, NC	28 miles of 230kV T/L reconductor Kelsey Creek South Carolina Engineer: Owner	2006
1241	Entergy Services, Inc. New Orleans, LA	17 miles of 115kV T/L rebuild - concrete and steel poles TL2429-Amite-State Line Louisiana Engineer: Owner	2006
1240	Florida Power & Light Juno Beach, FL	15.7 miles of 115kV T/L - concrete poles and 7 miles of distribution underbuild Bradford - Putnam Florida Engineer: Owner	2005



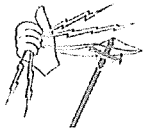
RBY
CONSTRUCTION
COMPANY
EXPERIENCE
COMMITMENT
INNOVATION

No.	Owner	Description	Completed
1239	* Southwest Louisiana EMC Lafayette, LA	Replace 80 transmission poles on various lines Louisiana Engineer: Owner	2005
1238	Florida Power & Light Juno Beach, FL	Various distribution work	2006
1237	Entergy Services, Inc. New Orleans, LA	Upgrade of existing substation Grand Gulf Substation PHVIII Mississippi Engineer: Owner	2005
1236	Entergy Services, Inc. Beaumont, TX	Remove 1 H-frame and install 2 single concrete poles Praxair/Brooks 138kV T/L Texas Engineer: Owner	2005
1235	Westar Energy Parsons, KS	Install jumper around switch in substation at CRA refinery plant at Coffeyville, KS Kansas Engineer: Owner	2005
1234	Georgia Power/Gulf Power Forest Park, GA	Various work due to storm damage	2005
1233	Alabama Electric Cooperative Andalusia, AL	Dennis Hurricane Restoration	2005
1232	Florida Power & Light Juno Beach, FL	Dennis Hurricane Restoration	2005
1231	Progress Energy (FPC) Florida	Dennis Hurricane Restoration	2005
1230	Florida Power & Light Juno Beach, FL	14.7 miles of 230kV T/L - concrete poles (Collier-Orange River #3 230kV Line Section C)	2006
1229	Great River Energy (sub to OKAY Construction LLC) Devils Lake, ND	30 miles of 230kV T/L - tornado clean up Balta to Devils Lake North Dakota Engineer: Owner	2005
1228	American Electric Power (sub to PAR Electrical Contractors, Inc.) Bluefield, VA	AEP 765kV Steel Tower Erection Virginia Engineer: Owner	2005
1227	Entergy Services, Inc. New Orleans, LA	0.3 miles of 138kV T/L - concrete poles (Port Hudson- Rapapco) Louisiana Engineer: Owner	2005
1226	Progress Energy Raleigh, NC	Emergency Repairs Harris-Ft. Bragg Woodruff 230kV project North Carolina Engineer: Owner	2005
1225	Georgia Power Company Forest Park, GA	15 miles of 230kV T/L - steel poles Cedartown to Portland 230kV Georgia Engineer: Owner	2006
1224	Central Electric Power Coop Jefferson City, MO	55 miles of OPGW installation. Columbia-Thomas Hill 2005 OPGW Missouri Engineer: Owner	2005
1223	Florida Power & Light St. Augustine, FL	6 miles of 115kV T/L - concrete poles. Millcreek-St. John's (Gator Loop) Florida Engineer: Owner	2005



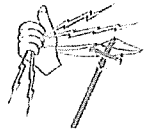
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CONSTRUCTION
COMPANY
EXPERIENCE
COMMITMENT
INNOVATION

No.	Owner	Description	Completed
1222	Progress Energy Lake Mary, FL	Storm Restoration Florida Engineer: Owner	2005
1221	Cedar Bay Generation Co. LT Jacksonville, FL	Cedar Bay Insulator Washing Florida Engineer: Owner	2005
1220	Alabama Power Company Birmingham, AL	Transmission line maintenance. Time and Equipment work on AL Power System. Broad base contract work. Alabama Engineer: Owner	2006
1219	Highlines Construction Company, Inc. Westwego, LA	Wire stringing -2 bundle conductor Texas Engineer: Owner	2005
1218	Georgia Power Forest Park, GA	10.92 mi of 115kV T/L - upgrade with concrete poles and new conductor Bremen - Hickory Level Georgia Engineer: Owner	2006
1217	Georgia Power Forest Park, GA	4.45 mi of 115kV I/L - upgrade with concrete poles and new conductor Dorsett to Forrest Road Georgia Engineer: Owner	2005
1216	Georgia Power Forest Park, GA	7.5 mi of 115kV T/L - upgrade with concrete poles and new conductor O'Hara to South Griffin Georgia Engineer: Owner	2005
1215	Highlines Construction Company, Inc. Westwego, LA	15 miles of conductor installation - existing 230kV steel poles. Entergy 230kV Project Texas Engineer: Owner	2005
1214	Florida Power & Light Juno Beach, FL	.89 miles of 138kV T/L - concrete poles Eau Gallie-Harris Florida Engineer: Owner	2005
1213	Progress Energy Florida	Pole Pulling and wire removal (59 poles) Florida Engineer: Owner	2005
1212	Progress Energy, SC Wilmington, NC	Ice Storm Restoration South Carolina Engineer: Owner	2005
1211	* Tri-State Generation and Transmission Assoc., Inc. Denver, CO	17 miles of 230kV - wood H-frame Lincoln-Midway Colorado Engineer: Owner	2005
1210	Georgia Power Company Forest Park, GA	Ice Storm Repair Georgia Engineer: Owner	2005
1209	Entergy Services, Inc. Little Rock, AR	10.5 miles of 161kV T/L - pole replacement. Truman-Harrisburg Tap Transmission Line Rebuild 161kV Arkansas Engineer: Owner	2005



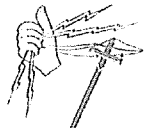
R B Y
CONSTRUCTION
COMPANY
EXPERIENCE
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INNOVATION

No.	Owner	Description	Completed
1208	Alabama Power Company Birmingham, AL	11.06 miles of 115kV T/L upgrade - wood and concrete poles. Gorgas S.P.-Drummond Coal-Shoal Creek Alabama Engineer: Owner	2005
1207	Entergy Services, Inc. Beaumont, TX	4.1 miles of 230kV T/L - steel and concrete poles Line #609 Louisiana Engineer: Owner	2005
1206	Entergy Services, Inc. Jackson, MS	18.2 miles of 115kV T/L - concrete poles. Franklin-Brookhaven Mississippi Engineer: Owner	2005
1205	Alabama Power Company Birmingham, AL	Change out 5 structures 115kV energized. Swamp Work. Chickasaw/Blakely/One Mile Tap Alabama Engineer: Owner	2004
1204	Florida Power & Light Juno Beach, FL	Jeanne Storm Restoration Florida Engineering: Owner	2004
1203	Progress Energy (FPC) Florida	Jeanne Storm Restoration Florida Engineering: Owner	2004
1202	Gulf Power Co. Pensacola, FL	Ivan Storm Restoration Florida Engineer: Owner	2004
1201	Alabama Power Company	Ivan Storm Restoration Alabama Engineer: Owner	2004
1200	Entergy - Louisiana Baton Rouge, LA	Storm Restoration for Ivan Louisiana Engineer: Owner	2004
1199	Florida Power & Light Juno Beach, Florida	Frances Storm Restoration Florida Engineer: Owner	2004
1198	Progress Energy Florida	Frances Storm Restoration Florida Engineer: Owner	2004
1197	Alabama Power Company Birmingham, AL	46kV rebuild Faunsdale to Greensboro Greensboro, AL Engineer: Owner	2005
1196	ADM Micro, LLC Roanoke, VA	Installing building automation systems for energy conservation. Florida Engineer: Owner	2005
1195	East Kentucky Power Cooperative Winchester, KY	3.6 miles of 345kV T/L relocation - steel poles Spurlock-Avon Maysville, KY Engineer: Owner	2005
1194	Florida Power & Light Juno Beach, FL	Bonnie and Charley Storm Restoration Florida Engineer: Owner	2004
1193	CalEnergy Operating Corporation Calipatria, CA	Insulator Washing Engineer: Owner	2006



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No.	Owner	Description	Completed
1192	Xcel Energy Denver, CO	22.8 miles of 345kV T/L - steel poles Midway-Daniel Park Colorado Engineer: Owner	2005
1191	Florida Power & Light Company Juno Beach, FL	6 miles 138kV transmission line Millcreek Sub to Riverton Sub Florida Engineer: Owner	2005
1190	Progress Energy (FPC) Florida	Bonnie and Charley Storm Restoration Florida Engineer: Owner	2004
1189	Georgia Power Company Forest Park, GA	9.92 miles of 230kV T/L rebuild - steel poles Fortson to Goatrock 230kV Black Line. Georgia Engineer: Owner	2005
1188	Georgia Power Company Forest Park, GA	9.91 miles of 230kV T/L rebuild - steel poles Fortson to Goatrock 230kV White Line. Georgia Engineer: Owner	2005
1187	Georgia Power Company Forest Park, GA	Install anchors & foundations Fortson to Goatrock 230kV, White and Black line. Georgia Engineer: Owner	2004
1186	Alabama Power Company Birmingham, AL	Install 13.8 miles of new static and pole change out. 44kV T/L w/dist UB Catherine to West Camden Alabama Engineer: Owner	2004
1185	Georgia Transmission Company Tucker, GA	11.77 miles 115kV T/L - single concrete poles Ivanhoe Tap Georgia Engineer: Owner	2004
1184	Georgia Transmission Company Tucker, GA	12.34 miles of 115kV T/L - single concrete poles Greensboro to Lake Oconee Georgia Engineer: Owner	2005
1183	Alabama Power Company Birmingham, AL	20 miles of shield wire replacement Gorgas Fairfield to US Steel No. 8 Alabama Engineer: Owner	2004
1182	SWEP/CO/AEP Shreveport, LA	Transmission maintenance/storm work Louisiana Engineer: Owner	2004
1181	Oncor Electric Delivery Company Arlington, TX	Storm work for Oncor Texas Engineer: Owner	2004
1180	Georgia Transmission Company Atlanta, GA	9.07 miles 115kV T/L construction - concrete and steel poles Yorville 115kV Transmission Line Georgia Engineer: Owner	2005
1179	Florida Power & Light Juno Beach, FL	Rebuild 11.4 miles 115kV T/L Deland-Putnam 115kV Florida Engineer: Owner	2004

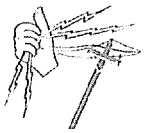


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No.	Owner	Description	Completed
1178	Alabama Power Company Birmingham, AL	11 transmission structures change-out Spanish Fork to Bell Forest 115kV Alabama Engineer: Owner	2004
1177	Progress Energy Service Company, LLC St. Petersburg, FL	123 mi. 69kV T/L construction. TZ 69kV Tap to WREC New River Florida Engineer: Owner	2004
1176	Entergy Services, Inc.	Reconductor/Insulator 115kV dbl circ. Greenville-Gerald Andreas Re-conductor. Mississippi Engineer: Owner	2004
1175	Georgia Transmission Company Atlanta, GA	6 miles 115kV transmission line construction McConnell Rd. Tap Line Georgia Engineer: Becket & LaRue, Inc.	2004
1174	Alabama Power Company Birmingham, AL	20 miles of shield wire replacement Gorgas, Fairfield, X Line Alabama Engineer: Owner	2004
1173	Alabama Power Company Birmingham, AL	Gadsden S.P. - Edenwood 115kV Transmission Line Rebuild Alabama Engineer: Owner	2004
1172	Cedar Bay Generation Co. LT Jacksonville, FL	Insulator change-out Florida Engineer: Owner	2004
1171	Alabama Power Company Birmingham, AL	Structure Change-out (24) N Mobile to Critton, N Mobile to S Mobile, Critton to S Mobile, Wolf Ridge Tap Engineer: Owner	2004
1170	Georgia Power Company Atlanta, GA	53 miles 115kV Shield Wire Replacement Arkwright to Macon and Thomaston to Yates Shield Wire Replacement Engineer: Owner	2005
1169	Entergy Services, Inc. New Orleans, LA	Cost Plus Substation Construction & Maintenance Mississippi Engineer: Owner	2005
1168	Gulf Power Co. Pensacola, FL	Substation Inventory Florida Engineer: Owner	2004
1167	Communication Manpower, Inc. Chipley, FL	Automated Meter Reading Alabama Engineer: Owner	2004
1166	Georgia Power Forest Park, GA	Brunswick Georgia Barehand Structure Change Out Georgia Engineer: Owner	2004
1165	Central Electric Power Co Jefferson City, MO	105 miles OPGW installation Potts to Mid River OPGW Missouri Engineer: Owner	2004
1164	Progress Entergy (CPL) Raleigh, NC	Ice Storm N. Carolina	2004
1163	Progress Entergy (CPL) Raleigh, NC	Ice Storm S. Carolina	2004



No.	Owner	Description	Completed
1162	Communication Manpower, Inc. Chipley, FL	Automated Meter Reading Louisiana Engineer: Owner	2004
1161	Dominion Richmond, VA	PCS Work in Virginia Engineer: Owner	2004
1160	Dominion Richmond, VA	Cost Plus Transmission Work Engineer: Owner	2004
1159	Florida Power & Light Juno Beach, FL	Install Pull Offs Gladiolus Sub Alico-Buckingham 138kV Engineer: Owner	2003
1158	Florida Power & Light Juno Beach, FL	Pole Change Out Ft. Myers-Labelle 138kV Engineer: Owner	2003
1157	Municipal Electric Authority of Georgia Atlanta, GA	23.5 miles of 230kV T/L - steel poles Falbot to Butler 230kV Engineer: Owner	2004
1156	Dominion Power Company Richmond, VA	Transmission Maintenance Maryland Engineer: Owner	2003
1155	Dominion Power Company Richmond, VA	Transmission Maintenance West Virginia Engineer: Owner	2004
1154	Dominion Power Company Richmond, VA	Transmission Maintenance Virginia Engineer: Owner	2004
1153	Dominion Power Company Richmond, VA	Isabel Storm Work North Carolina Engineer: Owner	2003
1152	Texas-New Mexico Power Company Lewisville, TX	Raise 15kV Buss LEWC23400 Lewisville South Substation Texas Engineer: Owner	2003
1151	Florida Power & Light Juno Beach, FL	Removal of 115kV T/L Baldwin-Normandy Duval County, FL Engineer: Owner	2003
1150	Florida Power & Light Juno Beach, FL	Rebuild 4 miles of 115kV T/L Starke-Trail Ridge Starke, FL Engineer: Owner	2004
1149	Dominion Power Company Richmond, VA	Isabel Storm Work Virginia Engineer: Owner	2003
1148	Baltimore Gas & Electric Baltimore, MD	Isabel Storm Work Maryland Engineer: Owner	2003
1147	PEPCO Energy Washington, DC	Isabel Storm Work Maryland Engineer: Owner	2003
1146	Carolina Power & Light Wilmington, NC	Isabel Storm Work North Carolina Engineer: Owner	2003
1145	City of New Bern New Bern, NC	Isabel Storm Work North Carolina Engineer: Owner	2003
1144	Florida Power & Light Juno Beach, FL	Storm Work Florida Engineer: Owner	2003



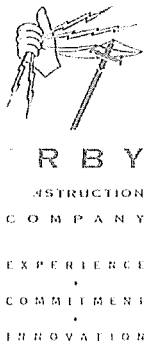
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COMMITMENT
INNOVATION

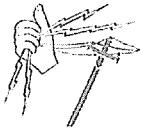
No.	Owner	Description	Completed
1143	Florida Power Corp. Lake Mary, FL	Storm Work Florida Engineer: Owner	2003
1142	Alabama Power Company Birmingham, AL	Barehand Maintenance - Thru 230kV Alabama Engineer: Owner	2005
1141	South Carolina Electric and Gas (sub to Sumter Utilities) Columbia, SC	230kV, 2 bundle line South Carolina Engineer: Owner	2003
1140	Progress Energy Florida (FPC) Lake Mary, FL	1.82 miles 69kV T/L Relocation FFG 69kV for IMC Florida Engineer: Owner	2003
1139	Sumter Utilities Yemassee, SC	Subcontract time and equipment to Sumter South Carolina	2003
1138	Alabama Power Company Birmingham, AL	Transmission Maintenance (Broadbase Contract) Alabama Engineer: Owner	2005
1137	Alabama Power Company Birmingham, AL	Pole Change-out/Upgrade Theodore-Grand Bay T/L Upgrade Alabama Engineer: Owner	2003
1136	Progress Energy Florida (FPC) St. Petersburg, FL	Tanner Road Relocation Florida Engineer: Owner	2003
1135	Alabama Power Company Birmingham, AL	1.4 miles 115kV T/L rebuild Birmingham Steel-East Birmingham Alabama Engineer: Owner	2003
1134	Entergy Services, Inc Mississippi	Storm Damage 4-500kV Towers Down Mississippi Engineer: Owner	2003
1133	* South MS Electric Power Association Hattiesburg, MS	22 miles of 69kV T/L - wood poles Hebron GOAB-Plant Mosselle Mississippi Engineer: Owner	2003
1132	* Lower Colorado River Authority Austin, TX	6.5 miles of 138kV T/L upgrade - steel poles HiCross-Marshall Ford T/L Upgrade Texas Engineer: Duke Engineering	2003
1131	Georgia Power Co. Atlanta, GA	Distribution work - cost plus Georgia Engineer: Owner	2005
1130	Duke Energy Corp. Charlotte, NC	Ice Storm Work North Carolina Engineer: Owner	2003
1129	* Alabama Power Company Birmingham, AL	5.79 miles of Upgrade and Reconductor Bessemet T.S./Airport Lane 115kV Alabama Engineer: Owner	2003
1128	Dominion Virginia Power Richmond, VA	Cunningham 500kV Switchyard Virginia Engineer: Owner	2003
1127	Carolina Power & Light North Carolina	Ice Storm Work North Carolina Engineer: Owner	2003



No.	Owner	Description	Completed
1126	Florida Power Corporation Lake Mary, FL	3.31 miles of 230kV T/L - steel poles Hine Barcola 2nd 230kV T/L Florida Engineer: Owner	2003
1125	Kellog Brown & Root Services Arlington, VA	Guam Typhoon Restoration Guam, GU Engineer: Owner	2003
1124	Sierra Pacific Power Co. Reno, NV	180 miles of 345kV T/L - steel poles Gonder/Falcon Nevada Engineer: Owner	2005
1123	Brown & Root Services Arlington, VA	Guam Typhoon Restoration -Mobilization Guam, GU Engineer: Owner	2003
1122	Duke Energy Corp. Charlotte, NC	Ice Storm Work North Carolina Engineer: Owner	2002
1121	Carolina Power & Light Raleigh, NC	Ice Storm Work North Carolina Engineer: Owner	2002
1120	Florida Power Corp. Lake Mary, FL	Emergency Response for Transmission, Substation and Distribution Florida Engineer: Owner	2002
1119	Dominion Tech. Solutions Richmond, VA	Tenaska Substation Virginia Engineer: Owner	2003
1118	Georgia Power Company Forest Park, GA	22.95 miles maintenance wood H-frame structures Lawrenceville-Norcross 115kV Line and Morrow-Yates 115kV Line Georgia Engineer: Owner	2003
1117	Entergy Services, Inc. Beaumont, TX	Lili Storm Restorations Texas Engineer: Owner	2002
1116	Mississippi Power Co. Gulfport, MS	Isidore/Lili Storm Restorations Mississippi Engineer: Owner	2002
1115	Entergy Services, Inc. New Orleans, LA	Isidore/Lili Storm Restorations Louisiana Engineer: Owner	2002
1114	Entergy Services, Inc. New Orleans, LA	Transmission construction and maintenance Louisiana	2006
1113	Nevada Power Company Las Vegas, NV	45 miles fiber optic installation Nellis Fiber Replacement Engineer: Owner	2003
1112	Texas-New Mexico Power Co. Lewisville, TX	Rebuild of 115 kV Structures and the T1 Substation Engineer: Owner	2002
1111	American Electric Power Tulsa, OK	.5 miles 345 kV loop - steel towers near Marshall, TX Lebrock Pirkey-Tenaska 345 kV I. loop Engineer: Owner	2002
1110	Mississippi Power Co. Gulfport, MS	13.2 miles of 230 kV T/L - steel poles DEE-Plant Sweet Engineer: Owner	2003



No.	Owner	Description	Completed
1109	Georgia Transmission Corp Tucker, GA	38 miles of 230 kV T/L East Moultrie-West Valdosta Engineer: Owner	2003
1108	* Municipal Electric Auth. of GA Atlanta, GA	34 miles of 230kV reconductor Yates to LaGrange Georgia Engineer: Commonwealth and Assoc	2003
1107	MEARS/GPC, LLC Rosebush, MI	Kingston Pike and Lyon's View Pike Relocation Control 9167 Tennessee Engineer: Owner	2004
1106	Entergy Services System Baton Rouge, LA	Various Barehand Projects in Louisiana Louisiana Engineer: Owner	2002
1105	* Tri-State Generation and Transmission Assoc., Inc. Denver, CO	31 miles of Transmission Line Const. Hidalgo-Pyramid 115kV T/L Engineer: Owner	2002
1104	* Sho-Me Power Electric Coop. Marshfield, MO	Cuba #3 Substation and Sullivan #3 161kV line terminal addition Engineer: Owner	2002



RBY
CONSTRUCTION
COMPANY
EXPERIENCE
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FINANCIAL AND BONDING

Lirby Construction Company's financial base and sound fiscal management have allowed the company to prosper and grow in over 50 years of varying construction markets and economic climates. By offering quality workmanship at competitive prices, we have broadened our customer base while retaining many owners of our earliest projects as customers.

With the capability of providing bonds in the \$150,000 single range subject to an aggregate program of \$600,000,000, Irby has the flexibility to contract projects of a wide range of dollar value and a variety of contractual arrangements.

Dun & Bradstreet Rating:

5A2

DUNS No.:

00-800-4165

Banking References:

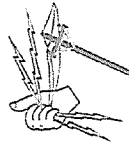
Ms. Jennifer Textus
Bank of America
700 Louisiana Street, 7th Floor
Houston, TX 77002
713-247-6906

Bonding Company:

Federal Insurance Company

Agent:

Ms. Gloria Blackburn
The Linden Company
4100 E. Mississippi Ave. #900
Denver, CO 80246
303-756-6700



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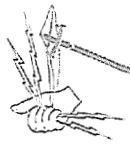


PERSONNEL

Ilby Construction Company's extraordinary record of success can be attributed to our people—among the most respected in the industry. With corporate headquarters in Jackson, Mississippi, the company includes local management and support personnel as well as construction crews who live on project sites world wide.

With a combined experience of over 900 years in the construction industry, Ilby management is indicative of employee loyalty to the company and the knowledge brought to all interaction with Ilby's customers

Ilby field management and construction personnel are the foundation of the company—loyal, dedicated, and experienced workers who live in varied project locations. These Ilby crews are supplemented by employees locally selected and trained who often choose to become permanent members of the Ilby team.



R B Y

**CONSTRUCTION
COMPANY**

**EXPERIENCE
COMMITMENT
INNOVATION**

"ILBY'S STRONGEST POINT, I FEEL, LIKE ARE THE EMPLOYEES. I DON'T KNOW OF A COMPANY THAT HAS MORE EMPLOYEES

WITH THE LENGTH OF TIME IN SERVICE WITHIN A COMPANY

THAN ILBY

CONSTRUCTION

COMPANY."

PERSONNEL

MANAGEMENT PERSONNEL

Bill Korlath	President
Mark Mullen	Executive Vice President
Robert A. Croft	Executive Vice President / CFO
Margaret L. Rushing	Vice President Accounting / Controller
Charles Gatewood	Vice President, Operations
John Hopper	Vice President, Operations
Scott Argyle	Vice President, Equipment Administration
Greg Berry	Director, Safety
Doug Blake	Director, Operations
Bonnie Burnham	Director, Operations
Horace Amason	Director, Operations
Wayne Westmoreland	Financial Operations Analyst
Pat McBride	Director, Special Projects
Vance Macon	Managing Director of Bidding
Randy Berry	Director, Bidding
John Parker	Manager, Materials
Leslie Summers	Director, Human Resources

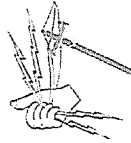
Irbby Construction Company's

extraordinary record of success can be attributed to our people—among the most respected in the industry. With corporate headquarters in Jackson, Mississippi, the company includes local management and support personnel as well as construction crews who live on project sites world wide.

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I DON'T KNOW OF A COMPANY THAT HAS MORE EMPLOYEES WITH THE LENGTH OF TIME IN SERVICE WITHIN A COMPANY THAN IRBY CONSTRUCTION COMPANY."



IRBY

CONSTRUCTION COMPANY

EXPERIENCE
COMMITMENT
INNOVATION

FIELD MANAGEMENT

Senior Superintendents	Years' Experience
Rufus Killen	34
Superintendents	Years' Experience
Douglas Booth	36
John Hancock	28
George Hardy	43
Billy Jinks, Jr.	26
Artis Lawson	48
Robert Mullins	31
Steve Roberts	32
Carl Schaefer	39
Richard Shouse	25
Michael Smith	21
Eugene Sylvester	19
Gary Tomlinson	33
Joel Volaw	25
Bennie Wilder	24

TRAINING/SAFETY

Training is an integral and significant part of our organization. We employ the latest in video training and interactive computer technology to keep our employees continuously updated on evolving techniques, procedures, and equipment. Mobile learning units make this continuing education accessible and convenient to each job site.

To maintain our base of talented and qualified personnel, we have developed an apprenticeship program together with the Associated Builders and Contractors Institute. Combining classroom instruction with hands-on, skill-based training, the on-site apprenticeship program is approved by the U.S.

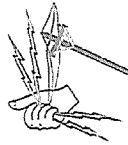
Department of Labor. Training courses taught by Irbay personnel include:

- 4-year Lineman Apprenticeship School
- 2-year Operators Apprenticeship School
- Competent Climber School
- 40-hour Transmission Hot Stick School for Linemen

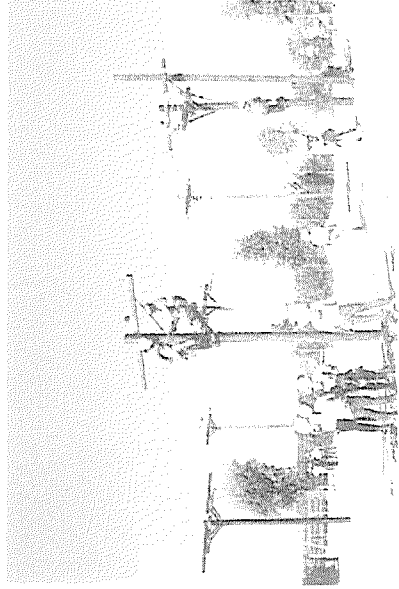
A major component of our training is rigorous attention to safety, ensuring that jobs are performed using the proper equipment and following correct procedures. Our rigorous drug-testing policy guarantees that each worker can have total confidence in his fellow workers. Because our work is often per-

formed in hazardous, challenging settings, such confidence is absolutely essential. Inspectors from Irbay's Safety Department regularly visit the job sites for inspections and to provide safety training.

By continually fine-tuning the skills of our employees, we are supplying our customers with the finest workforce available and preparing equally well-schooled new employees for the future.



I R B A Y
I N S T R U C T I O N
C O M P A N Y
E X P E R I E N C E
C O M M I T M E N T
I N N O V A T I O N



STEEL AND ALUMINUM EXPERIENCE

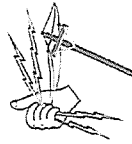
Irbby's experience in constructing steel and aluminum tower transmission lines dates back to the early 1960s. We completed our first extra high voltage (EHV) line in 1967.

Since 1969, when Irby completed the first 765 kV line to be built in the United States, we have been recognized as a leader in the field of EHV powerline construction.

Much of this construction was done in difficult terrain under challenging environmental restraints and in temperatures ranging from -50 degrees Fahrenheit to +120 degrees Fahrenheit and utilized both conventional and helicopter construction methods.

Highlights of our steel and aluminum tower experience include:

- 6,200 line miles
- 25,000 structures
- 324,000 tons of steel and aluminum



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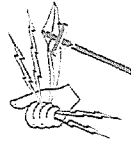


POLE LINE EXPERIENCE

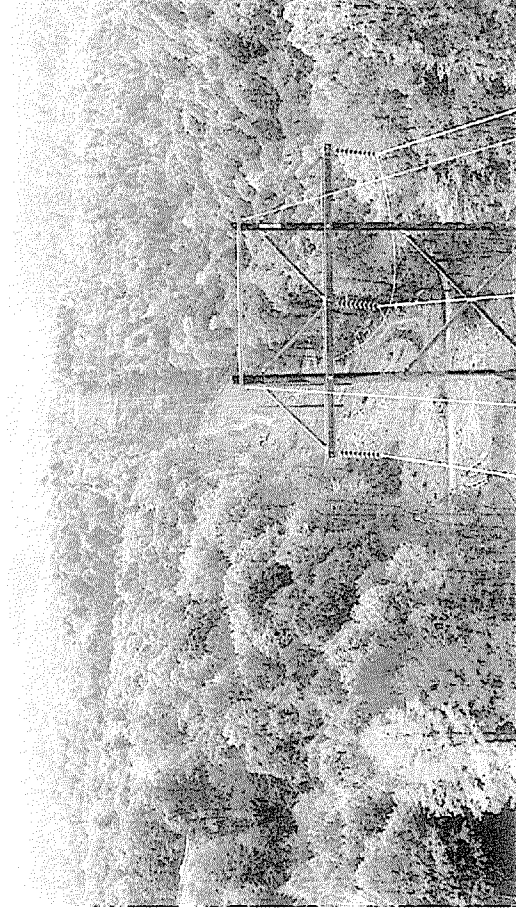
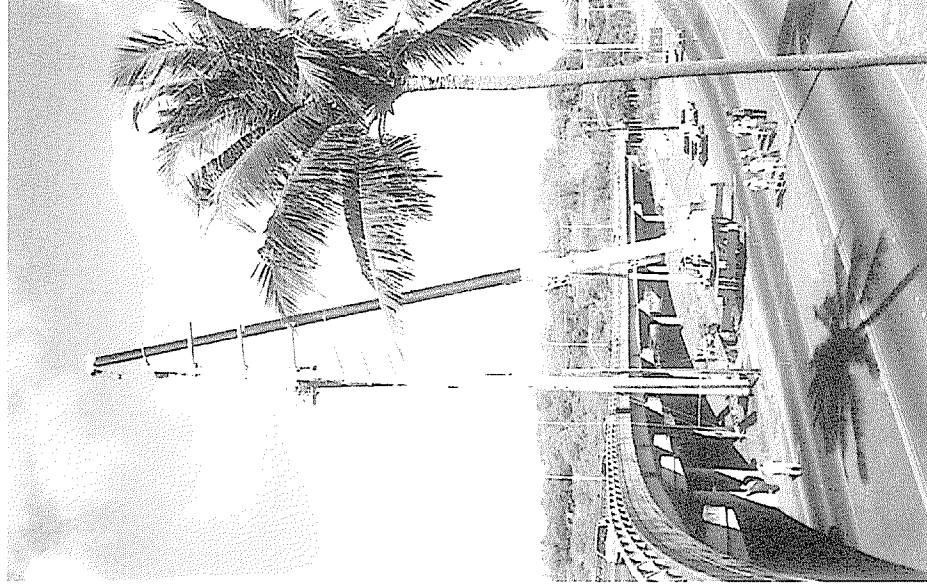
Since 1969, Irby Construction Company has completed more than 4,000 miles of wood, steel, and concrete pole line construction of voltages from 69 kV to 500 kV.

These lines have been built in a variety of climates, terrains, and environments from the snows of Alaska to the beaches of Florida, and from the island of Hawaii to the hills of West Virginia. These diverse locations and soil conditions have required a variety of foundations such as vibro-driven piling and augered concrete.

Whether the line is five miles or 125 miles in length, Irby crews exhibit the same quality workmanship and professionalism required to complete the project in a timely manner and to the customer's satisfaction.



IRBY
CONSTRUCTION
COMPANY
EXPERIENCE
COMMITMENT
INNOVATION

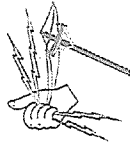


DISTRIBUTION EXPERIENCE

Electrical distribution line construction was the mainstay of Irby's early years and continues to hold an important place in the company's present and future development. Irby has built over 150,000 miles of distribution and low-voltage transmission lines, including a 780-mile distribution project in Indonesia.

Irby is qualified and equipped to handle almost any conceivable distribution challenge:

- aerial
- energized
- tear-down
- hand erection in inaccessible areas
- line maintenance
- underground
- rebuild
- emergency restoration



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Our commitment to safety and training has produced a work force that is well qualified to tackle any distribution project.



SUBSTATIONS

Lrby Construction Company has been involved in substation construction throughout most of the company's existence. The projects have ranged from small distribution to very large 500 kV and 765 kV stations. These projects have been located throughout most of the United States and in several foreign countries.

On some of the projects, the owner provided design and procurement. Other projects were turnkey engineering, procurement, and construction (EPC). By teaming with a reputable engineer, we furnish a joint effort between the owner, the engineer, and the contractor.

Our experience allows us to undertake complex design and build projects and complete them on a fast-track schedule.

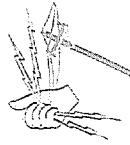
- Two 230 kV substations in Nevada (design, procurement, construction, and testing)

were completed within 11 months after signing the contract, including 216 miles of 230 kV wood pole H-structures.

- Seven substations ranging from 92 kV to 230 kV in California (turnkey EPC) employing a combination of ring bus and breaker-and-a-half scheme with microwave for communication and SCADA.

- Five 115 kV substations in Belize, Central America (turnkey EPC), including 92 miles of 115 kV wood pole H-structure transmission line.

Our expertise makes us qualified for projects ranging from maintenance, additions and new construction of substations thru complex turnkey projects consisting of a combination of transmission lines and substations.



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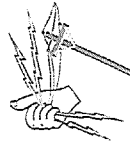
EMERGENCY WORK

In the wake of the destruction caused by ice storms, hurricanes, tornadoes, and damaging winds, Irby Construction Company has the capability to mobilize personnel and equipment in record time wherever they are needed in order to restore service.

WHEN I SAW THE CONVOYS OF TRUCKS COMING TO OUR AID, MY HEART WAS FILLED WITH GRATITUDE. EVERY DAY WHEN I COMMUTE, I SEE YOUR DEDICATED WORKERS TIRELESSLY PUTTING OUR UTILITIES BACK IN WORKING ORDER. THANK YOU!

In the aftermath of hurricanes such as

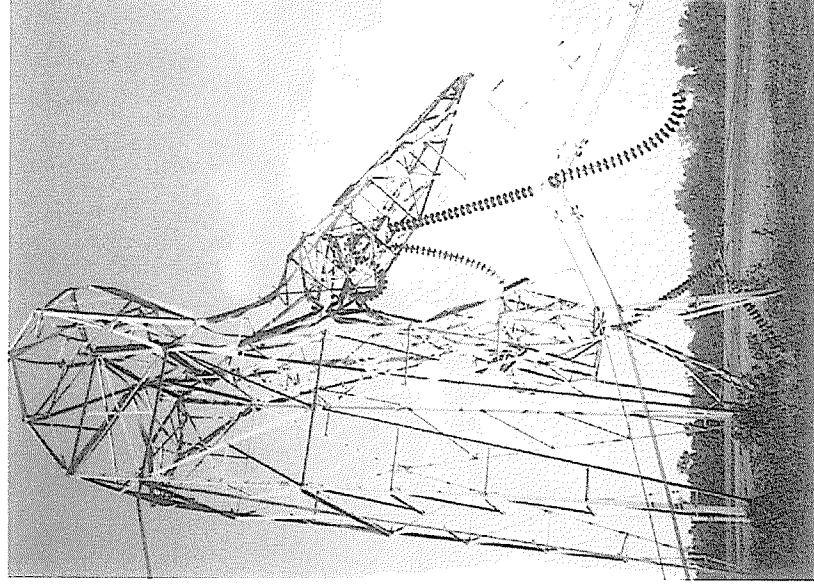
Andrew and Lili, tornados in Louisiana and Indiana, ice storms in Arkansas, Mississippi, Louisiana and North Carolina and super typhoons in



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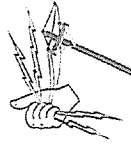
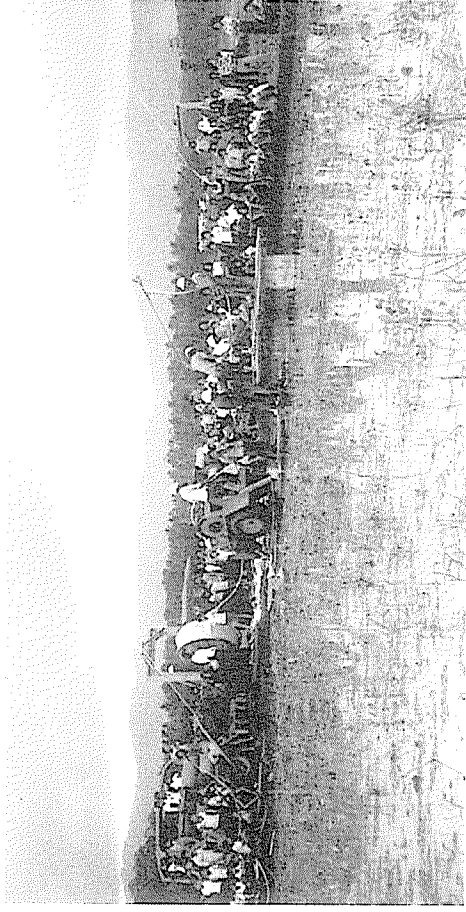
Guam, IRBY crews worked long hours under adverse conditions to restore power. We are especially proud of our safety record, for despite challenging environments, these restorations were accomplished without a major accident.

AND THE DIFFICULTIES SURROUNDING THE WORK TO BE PERFORMED, THE DEDICATION AND SACRIFICE EXHIBITED BY YOUR EMPLOYEES WAS EXEMPLARY.



INTERNATIONAL

Irby Construction Company is proud of its part in bringing electric power to emerging nations around the world. Irby has completed projects in Africa, Asia, and Central America including transmission, distribution, and substations, both turn-key (engineer, procure, construct) and owner-designed.



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Since completing its first international project in Liberia in 1966, Irby has continued a major presence in the international marketplace. We go where the work is—adapting to the changing environment

and circumstances as necessary to complete each project to the satisfaction of the customer.

"I WOULD TELL OTHER COMPANIES CONSIDERING IRBY THAT THEY ARE A QUALIFIED FIRM IN ANY KIND OF TRANSMISSION LINE CONSTRUCTION IN ANY VOLTAGE.

A recent project took us to Belize, Central America. We successfully completed this turn-key project consisting of 92 miles of 115 kV wood pole

construction and four substations—the first transmission line constructed in this country.

KNOW THEIR WAY AROUND THE WORLD."

EQUIPMENT

Irbby Equipment does the job in drifting Rocky Mountain snows and blistering desert heat, in sub-zero Alaskan tundra and sweltering Southern swamps, and in challenging off-continent projects in locations such as Liberia, South Africa, Indonesia, and Belize.

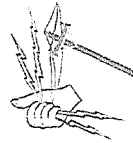
Irbby has established a strict set of standards regarding equipment design, use, and maintenance. These standards promote efficiency, effectiveness, and safety.

To keep these units in top working condition and to ensure their maximum working life, they must be serviced on a regular schedule. Through a sophisticated maintenance control system, each unit is set up with appropriate metering equipment and maintenance schedules.

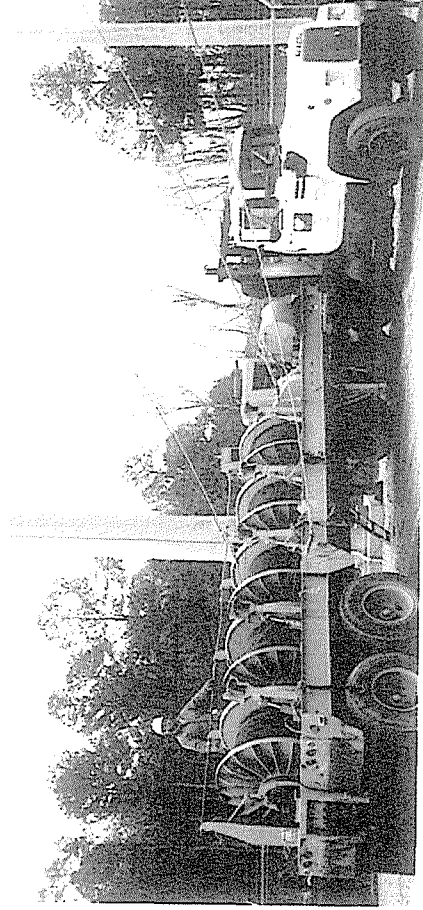
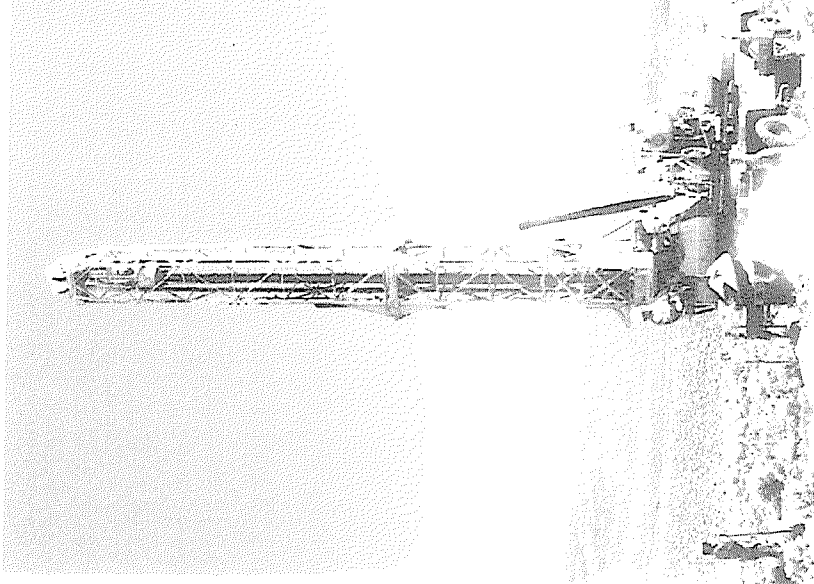
Irbby has initiated the development of a service apprenticeship training program. The program uses training films, lectures, and hands-on instruction in hydraulics, general repair, and Department of Transportation requirements.

This continual training upgrade produces more effective service personnel resulting in less equipment downtime.

Through equipment purchases, training, and preventative maintenance programs, Irbby strives for efficient and productive use of equipment. This commitment is helping us meet the changing needs of our customers by supplying the most versatile and cost-effective equipment fleet in the industry.



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C O M P A N Y
E X P E R I E N C E
C O M M I T M E N T
I N N O V A T I O N



IRBY CONSTRUCTION COMPANY EQUIPMENT

Trucks

- 6 Cars
- 75 Pickups & Crewcab Conventional
- 117 Pickups & Crewcab 4x4

- 96 Pickups Supercab, 4x4
- 3 1-Ton Conventional Flatbeds
- 116 1-Ton Flatbeds, 4x4
- 56 1-Ton Crewcab Flatbeds, 4x4
- 43 1-Ton Mechanics Trucks, 4x4
- 3 1-Ton Service Trucks, 4x4
- 1 2-1/2 Ton Conventional Flatbed
- 8 2-1/2 Ton Flatbeds, 4x4
- 11 2-1/2 Ton Crewcab Flatbeds, 4x4

- 13 2-1/2 Ton Fuel/Service Trucks, 4x4
- 4 2-1/2 Ton Truck w/ Dump Bodies, 4x4
- 3 2-1/2 Ton Conventional Dump Trucks
- 35 5 Ton Conventional Truck Tractors
- 6 5 Ton Truck Tractors, 6x6
- 2 5 Ton Flatbed Trucks, 6x6
- 4 5 Ton Water Trucks, 6x6
- 7 5 Ton Dump Trucks, Conv. & 6x6
- 5 5 Ton Cement Mixer Trucks, 6x6
- 3 10 Ton Truck Tractors, 6x6

Trailers

- 16 Office Trailers
- 24 Flatbed Trailers
- 20 Expando Flatbed Trailers
- 73 Single Axle Pole Trailers
- 9 Tandem Axle Pole Trailers
- 39 Lowboy Trailers

- 101 Utility Trailers
- 23 Enclosed Tool Trailers
- 21 Backhoe Trailers
- 71 40'-45' 1000s Vans
- 3 Training Vans
- 6 Hotstick Trailers
- 2 Tanker Trailers

Aerial Equipment

- 117 Insulated Aerial Device 50'-55' mtd. on 4x4 & Conventional Trucks
- 50 Insulated Aerial Device 65'-75' mtd. on 4x4 & Conventional Trucks
- 16 Insulated Aerial Device 80'-95' mtd. on 6x6 & Conventional Trucks
- 2 Insulated Aerial Device 75' (Class A) mtd. on Conventional Trucks
- 2 Insulated Aerial Device 90' (Class A) mtd. on Conventional Trucks
- 2 Insulated Aerial Device 105' (Class A) mtd. on Conventional Trucks

Foundation Equipment

- 63 Distribution Digger Derricks
- 14 Transmission Digger Derricks
- 3 Texoma 270 Production Digger
- 9 Texoma 330 Production Digger
- 5 Texoma 500 Production Digger
- 9 Texoma 600 Production Digger
- 1 Spiral Drill Production Digger
- 2 Watson 3000 Production Digger
- 5 Hydraulic Self Contained Track Drills
- 1 Ice Vibratory Driver/Extractor
- 2 Down Hole Hammer Drills
- 2 Grout Plant Assemblies
- 1 Shp Forms Various Sizes
- 1 Form Cans Various Sizes
- 530 Various Size Augers

Cranes

- 28 15-20 Ton Flatbed Boom Trucks
- 51 21-30 Ton Boom Trucks with Manbaskets and Remotes

- 21 5 Ton Truck Tractors w/15-18 Ton Cranes, Conventional and 6x6
- 1 50 Ton Hydraulic Truck Crane
- 1 75 Ton Lattice Boom Crawler Crane
- 4 18-20 Ton Rough Terrain Cranes
- 1 30 Ton Rough Terrain Crane
- 1 45 Ton Rough Terrain Crane

Excavation Equipment

- 26 Backhoe Loaders, 4x4
- 8 Trenchers
- 1 Trench Compactor
- 8 Excavators
- 4 Hydraulic Breakers for Excavator
- 48 Crawler Bulldozers
- 2 Cable Plows, Rubber Tired
- 1 Cable Plow, Tracked
- 3 Motor Graders
- 4 Skid Steer Loaders
- 2 Hydraulic Plate Compactors

Swamp and High Flotation Equip.

- 6 Mantis Swamp Cranes, 18 Ton
- 3 Mantis Swamp Cranes, 25 Ton
- 3 Mantis Swamp Cranes, 30 Ton
- 2 Mantis Swamp Cranes, 40 Ton
- 1 Kori Marsh Dragline, 30 Ton

- 1 Marsh Buggy Flotation Machine w/ Digger and 65' Bucket Attachments
- 2 Quality Flotation Personnel Carriers
- 1 Marsh Master Flotation Carrier
- 2 Argo 8x8 Flotation Carriers
- 3 Airboats with Trailers
- 2 Boats with Trailers
- 2 12'x27' Barges
- 4 Flotation Trailers
- 5 Nodwell Tracked Carrier with 65' Material Handlers
- 4 Nodwell Tracked Carrier with 45' Derricks
- 1 Nodwell Tracked Carrier with 23 National Crane w/Digger &
- 18 Nodwell Tracked Carriers
- 11 Miscellaneous Tracked Carriers
- 1 Hanix Tracked Carrier w/End Dump
- 1 LGP Dozer w/45' Derrick
- 2 JD Skidder w/45' Derrick
- 1 Timberjack w/65' Aerial Device
- 4 FMC Tracked Carriers with National Cranes & Digger Head Attachment
- 1 Rolligon 6x6 Flotation Buggy

Material Handling

- 5 6,000# Forklifts, 4x4
- 5 11,000# Forklifts, 4x4
- 6 20,000# Forklifts, 4x4

Wire Stringing Equipment

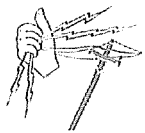
- 30 Single Drum Rope Puller-Tensioners
- 15 4 Drum Rope Pullers, Trailer Mtd.
- 9 5 Drum Pengo Pilot Line Pullers

- 6 S&R Fiber Optic Tensioners
- 3 Single Reel Carrier Tensioners
- 4 Pengo Reel Winders
- 7 Pengo Single Drum Pullers, Truck Mtd.
- 4 Rope Pullers, Truck Mounted
- 11 4 Position Reel Trailer
- 4 Pengo Tensioners, Truck Mounted
- 16 Static Wire Tensioners
- 8 Single Drum Wire Pullers, 50-100K

- 1 3 Drum Puller 20,000# Fltr Mtd.
- 1 3 Drum Puller 5000#, Truck Mtd.
- 13 Conductor Tensioners to 4 Bundle
- 17 5 Ton 6x6 Conductor Reel Stand Trks.
- 1 5 Ton 6x6 Conductor Hauler Trucks
- 3 Conductor Reel Stand Trailers
- 7 Conductor Sleeving Units
- 2 Conductor Bell Hanging Units
- 1 FWD Tractor w/Rope Out Machine
- 12 Conductor Sagging Winches
- 13 Power Conductor Spacing Carts
- 150 Conductor Compression Tools with Die Accessories
- 335 4 Bundle Stringing Blocks
- 975 3 Bundle Stringing Blocks
- 213 2 Bundle Stringing Blocks
- 2500 Single Conductor Stringing Blocks 12" to 42" Diameter
- 3000 XS-100 Stringing Blocks
- 75 Various size Reel Stands

Miscellaneous Equipment

- 32 Air Compressors 100-450CFM
- 7 Steam Cleaners
- 35 All Terrain Vehicles
- 35 Welders
- 1 Road Sweeper
- 4 RF Network Analyzers
- 2 Coax Sweep Testers
- 2 Gin Pole Assembly w/Winch Pack
- 1 Fiber Optic Fusion Splicer
- 1 Fiber Optic Splicing Trailer
- 1060 Mobile Radios
- 122 Generators
- 500 Chain Saws
- 24 Shipping Containers



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CONDUCTOR STRINGING EXPERIENCE

During the last twenty-five years, Irby Construction Company has strung conductors of various sizes including 3070 MCM with a 2.32-inch outside diameter weighing over 5.5 pounds per foot. Among the conductors strung are the following types and configurations:

Conductor type

- AAC
- ACAR
- ACSR
- ACSR/TW
- SSAC/ACSS
- T2
- Fiber Optic-OPGW/ADSS
- Self-clampening

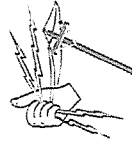
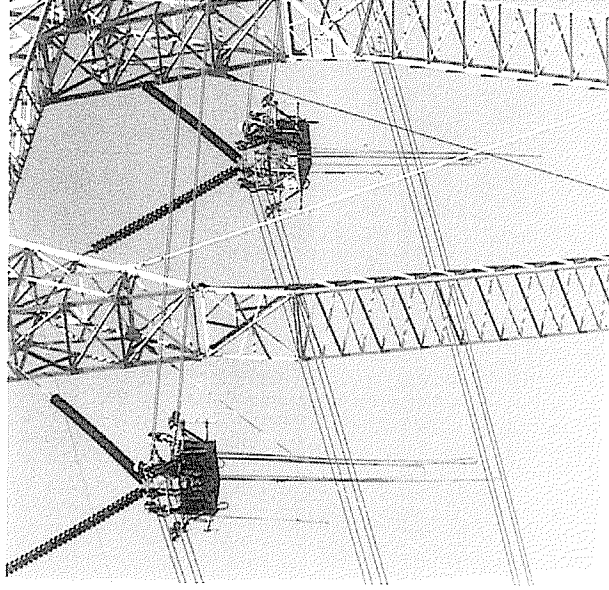
Configurations per phase

- Single
- Two-bundle
- Three-bundle
- Four-bundle

Irby owns the equipment and tools to handle

almost any conductor stringing requirements.

DURING THE PAST TWENTY-FIVE YEARS IRBY HAS STRUNG ENOUGH CONDUCTOR TO ENCIRCLE THE EARTH MORE THAN FOUR TIMES!



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