

- b. The nature of the claim or complaint including a description of alleged damages to persons or property.
- c. The location of alleged damages.
- d. The time and date when alleged damages occurred.
- e. The name and address of Contractor's employee or employees to whom the claim or complaint was made.
- f. The names and addresses of any witness to alleged damages.

13) Make every effort possible to secure and protect all of Company's materials to be used in construction of the line from damage or theft and account for all materials after the job is complete.

B. The Company Shall:

- 1) Has acquired all rights-of-way easements.
- 2) Has surveyed centerline, structure locations, etc.
- 3) Will mark structure and anchor locations with appropriate hubs and reference points.
- 4) Will clear right-of-way and remove danger trees as required.
- 5) Will make contacts and arrangements with assistance and cooperation of Contractor for crossing utility lines as required by Contractor for proper clearances during stringing operations.
- 6) Will cooperate in any way possible regarding technical or construction advice as requested by Contractor, however, the methods and equipment used to obtain the results required by these specifications will be the sole responsibility of the Contractor.

C. General Working Conditions

- 1) The Contractor shall not obstruct farm or field entrances, drives or lanes overnight or on weekends. Any pole foundation excavation or anchor hole left open and unattended shall be covered and/or securely fenced.

- 2) Particular care shall be taken not to disturb operating electrical or communication circuits and equipment or damage the property or facilities of the Company or other utilities. If the Contractor inadvertently interferes with such facilities, he shall immediately notify the resident engineer or his representative of the cause, nature and extent of such trouble and do whatever is necessary to restore the facilities to their original condition or better.
- 3) No fires are to be left unattended by the Contractor at ANY TIME.

D. Work on Across Roads, Highways and Railroads

- 1) Traffic must be maintained at all times on roads and highways with as little interference as possible. Proper warning signs, lights, flags and/or barricades must be furnished by the Contractor whenever and wherever required by highway authorities or are necessary for public or private safety.
- 2) At locations where the transmission line is to be constructed across or parallel to a railroad, the Contractor shall notify the resident engineer at least 5 working days in advance of the time that such work is to be done. It shall be the responsibility of the Contractor to notify the railroad of all pertinent details concerning the work to be done and to see that all necessary precautions are taken to protect Contractor's and railroad equipment, personnel and property. Such work must be coordinated in such a way that it will not interfere with movement of trains.
- 3) All expenses incurred in providing such protection including flagmen, shall be borne by the Contractor. The Company's resident engineer will assist in any arrangements, but will not be responsible for them, and Company will not be held accountable for any cost brought about by delays in the arrangements.

E. Fences and Gates

- 1) Installation - Where construction activities require the movement of equipment or personnel through existing fences, and gates have not been previously installed, the Contractor shall install gates for such access and agrees to use them. Before cutting the fence for the gate, the Contractor shall install adequate braces and gate posts on each side of the gate opening, so that the fence on each side will remain with full tension in its wires. Gates, hinges, chain, locks and gate post will be furnished by the Company, however, the Contractor will bear cost of labor to install and remove same as required by landowners.

- 2) Removal - After completion of the line construction work, the Contractor shall remove all the temporary gates along the right-of-way unless otherwise instructed, dispose of all debris and material removed and restore the fences to their original condition or better.
- 3) Fence Repair - The Contractor shall provide necessary tools, materials and labor for splicing the fences where the gates are removed or fence damaged.

F. Drainage

- 1) Construction operations of the Contractor or the results thereof, shall not interrupt or interfere with the flow of water in any waterway, including drainage ditches, within the easement strip. Any material removed in sloping waterway banks shall be stored in adjacent areas on the right-of-way so that it will be available for restoration work after construction work has been completed. The Contractor shall do all work required to restore waterway banks to as near the original condition as possible, and to the satisfaction of the construction inspector and/or property owner.

G. Access Routes

- 1) Existing public or private roads shall be used for ingress to and egress from the right-of-way wherever practicable. Access along the rights-of-way shall be limited to travelways near the center of the line whenever possible. The Contractor shall be responsible for all grading, drainage, and other maintenance as may be required for his operations. If culverts are required across the travelway, the Contractor shall furnish and install such culverts, sufficiently strong to support his equipment in locations and of sizes approved by the construction inspector and remove same at Contractor's or property owner's discretion.

H. Working Areas

- 1) Structure locations along the right-of-way are shown on the plan-profile drawing. Unless authorized by the construction inspector, or unless other limitations concerning working areas not now known develop during execution of the job, the Contractor shall confine his structure erection activities to the right-of-way. Equipment used in conductor stringing shall be located as close to the travel way between structures as practicable.

I. Clean-Up

- 1) The Contractor shall clear the right-of-way and adjoining premises, driveways, roads and streets of all waste material as the work progresses. When the work is completed in each section of line, the Contractor shall

remove from the right-of-way of that section all tools and equipment. Prior to acceptance of the completed work, the Contractor and inspector shall make sure that the entire right-of-way has been cleared of equipment, surplus material and debris, ruts and holes created during construction have been graded smooth, and access roads and disturbed areas of the easement strip have been repaired.

- 2) Disking, seeding and fertilization of access roads and work areas required to restore the land to the satisfaction of Company's inspector shall be paid for on a cost-plus basis.
- 3) Storage sites shall be kept clean and orderly at all times. Prior to acceptance of the completed work, the Contractor shall remove all tools, equipment, machinery, rubbish, waste materials, and line materials from them and excess material shall be returned to [REDACTED]. Any material used for blocking or otherwise supporting construction materials in the storage areas shall also be properly disposed of by the Contractor.
- 4) Reels on which the conductor is received shall be gathered from the right-of-way and returned to the storage site from which they were hauled as soon as reels are empty. The Contractor and construction inspector will be responsible for accounting for all returnable metal reels by serial numbers. Any metal reel lost or otherwise not accounted for shall be paid for by Contractor.
- 5) Other materials used in wire stringing operations, such as timbers or other supports, and reel lagging shall be gathered and disposed of by the Contractor properly. Small pieces of aluminum and steel wire cut off in making splices are to be salvaged and returned to the storage yard for scrap. Accurate records shall be kept of the weight of all old wire removed for sale as junk and new scrap produced during construction.
- 6) The Contractor shall, as a part of his bid price for conductor stringing, and at the request of the engineer or construction inspector, load empty returnable conductor reels onto rail cars ordered by the Company, and secure reels for shipment to the satisfaction of the engineer or inspector. No wire shall be left on any reel returned to the vendor.

J. Clean-Up Schedule

- 1) As soon as is practical after conductor and shield wire work is finished, Contractor shall begin his final inspection and clean up work. Crew shall include at least one lineman and be accompanied by Company Inspector.

K. Contractor's Completion Certificate

- 1) When conductor and shield wire work is complete and the Contractor and Inspector have performed final inspection, Contractor shall certify to the Company in writing that his work is complete, his grounds removed, and line is ready to be energized. This shall be done in letter form addressed to Mike Dauks; Kentucky Utilities Company; P.O. BOX 87; Fourmile, KY 40939.

5.3 Steel Poles

A. Steel Pole Installation

- 1) Company engineers will locate structures in field with center stakes and reference stakes as required. Steel poles shall be installed in accordance with vendor's and Company's specifications. Company will furnish Contractor with a drawing of each pole showing embedment depth, nominal hole diameter and grounding details. Separate foundation detail drawings and specifications will be furnished for poles to be set on anchor bolt type foundations.
- 2) Each pole, shall be set with the center of the ground sleeve at the highest natural ground surface on the perimeter of the hole excavated.

B. Excavation

- 1) Normal Excavation - From information furnished by Company, Contractor will lay out and excavate holes to the proper depth. If the excavation is made below the proper depth, the holes must be filled with tamped crushed rock to the proper elevation at no extra cost to the Company.
 - a. Pole holes shall be excavated by auger, clamshell or by hand to as near specified depth and diameter as possible. Backhoe excavation is not an acceptable method.
 - b. Care shall be exercised in blasting holes in vicinity of buildings, structures, etc., to prevent damage by falling rocks or concussion transmitted through earth or air.
- 2) Extra Excavation - The Contractor shall not be entitled to additional charge for over excavation unless requested by the engineer. If, in the opinion of the engineer, soil conditions warrant a deeper excavation in order to reach a better soil stratum, the engineer will authorize the Contractor to make a deeper excavation and the Contractor will be paid on a per foot basis.

- a. The Contractor shall not be entitled to extra pay for cleaning out holes that have been excavated so far in advance of the pole setting operation that they have caved in for any reason.
- b. Unit prices for excavation shall include the cost of dirt and/or rock and water pumping, if any.
- c. Any soil samples or core drillings at structure locations required by Contractor, other than those provided by the Company, shall be the Contractors' responsibility.

C. Backfill with Aggregate

- 1) After setting poles, the holes shall be backfilled with dense grade aggregate, pneumatically tamped in six inch layers to within six inches of the top of the hole. Continuous backfilling while tamping is in progress shall not be allowed. There shall be one man shoveling to each pneumatic tamper used.

D. Backfill with Concrete

- 1) Where concrete backfill is required, the pole shall be set and temporarily guyed in three directions approximately 120 degrees apart or otherwise stabilized during placement and curing of the concrete. The concrete used shall be high early strength concrete with minimum design compressive strength of 4,000 psi and only wet enough to flow. An electric vibrator shall be used to puddle the concrete into all parts of the hole.
- 2) The guys or other stabilizing devices may be removed 24 hours after concrete is poured.

E. Backfill Around Concrete Foundations

- 1) Backfilling around concrete foundations for steel poles shall be done to the extent required to grade the site to the natural contours except that a slight slope away from pole in all directions shall be provided.

F. Pole Assembly and Erection

- 1) Pole shafts will be manufactured either as one piece or in telescoping sections. Poles with one piece shafts shall be assembled complete with insulators and set as a unit. Poles with sectional shafts shall be joined together before erection resulting in a one piece pole. Attachments shall then be assembled complete with insulators and pole then set as a unit. Hydraulic jacks or "come-alongs" may be used to assure proper mating of

pole joints. Grounds shall be attached to pole shaft immediately after the pole setting is completed.

G. Bolt Tightening-Step Bolt Removal

- 1) Contractor will tighten all bolts and install ladders or step bolts during assembly of the pole. Inspector will check poles following erection. After completion of wire stringing and final inspection, step bolts or ladders are to be removed from the pole for a distance of at least 12 feet above the ground. Anchor bolt nuts shall be removed from bolts and stored in a secure place when received from vendor. Only nuts required for setting bolt cage shall be used during foundation construction. They shall be returned to storage when foundation is complete. When ready to set pole, turn bottom nuts down until bolt projects through nut a distance equal to base plate and nut thickness plus $\frac{1}{2}$ inch.

5.4 Wood Poles

A. Pole Selection

- 1) Poles used in angle and deadend structures will be selected as the best of available stock unless special poles are provided for those structures.

B. Pole Handling

- 1) In spotting poles to the proper location, care shall be exercised to protect the pole from damage that might be caused by dragging or hauling poles to location. Poles which must be dragged shall be dragged from small end of pole during spotting.

C. Pole Damage

- 1) Any poles which, in the inspector's opinion, are marred, broken or defaced excessively in process of spotting and erecting shall be replaced at the Contractor's expense.

D. Pole Holes (size and depth of):

- 1) Diameter of hole shall be not less than 12 inches larger than diameter of pole butt. The bottoms of holes for multiple-pole structures shall be graded so the crossarm bolt holes will be level. On sloping ground, the pole on the low side of centerline may be set not more than 12 inches shallow, whereas the pole on the high side will be 12 to 18 inches deeper as required for grading. In cases where differences in elevation on groundline is in excess of 30 inches, the difference will be adjusted by using different lengths of poles. In no case will poles be cut off either at the top or bottom.
- 2) Poles will be normally set to the following depths:

Length of Pole (feet)	Depth of Setting (feet)	
	<u>In Dirt</u>	<u>In Rock</u>
40	7	
45	7	
50	7.5	
55	7.5	
60	8	
65	8	
70	9	
75	9.5	
80	10	
85	10.5	
90	11	
95	11.5	
100	12	
105	12	
110	12	

E. Grounding

1. Line Structures - Structures shall be grounded according to details and instructions shown on Kentucky Utilities/Old Dominion Power Company Standards Drawing and other special structure or foundation drawings.
2. Switches - Air break switches shall be grounded according to Company Standards Drawing No. 3-14.0.

F. Pole Setting and Tamping

1. Pole Setting -All water shall be pumped from holes during setting and tamping operations. Where tamping requires crushed rock, dense graded aggregate (Kentucky State Highway Department Specifications) will be used. (See table below)

Dense Graded Aggregate (KY State Highway Department Spec.)

<u>Percent Passing</u>	<u>Size Screen</u>
100	1"
70-100	¾"
50-80	3/8"
35-65	No. 4
25-50	No. 10
15-30	No. 40
5-15	No. 200

2. Tamping - When holes are being tamped with air tampers, not more than one man shall backfill for one air tamper; with hand tampers, not more than one man shall backfill for three tampers. All poles except those backfilled with crushed rock, shall be "banked" to a height of 6 inches to allow for settlement of fill. Crushed rock fill shall be deposited and tamped to natural ground level.

5.5 Framing, Anchors, Guys, Insulators, Hardware and Structure Numbers

A. Framing

- 1) All framing shall be installed according to KU Co.-ODP Co. Standards.
- 2) Foreman shall study and understand all drawings furnished by Company and shall not deviate from them unless such deviation is approved by Company's Inspector/Engineer. Said drawings are attached hereto and made a part of these specifications.

B. Anchors

- 1) Anchors shall be installed according to Standards Drawing Nos. 3-19.0, 3-2.0 or 3-2.1, whichever is applicable. Holes shall be backfilled using same procedure required for poles. (Refer to Paragraph IV-F-2).

C. Guys

- 1) All guys shall be installed before putting any strain on poles.

D. Insulators

- 1) Unless otherwise specified, each insulator string shall contain the following number of insulators:

SUSPENSION-TANGENT						
Voltage	D.E.	Susp. Angle	Wood	Steel	"Z"	Fiberglass
345kV	20	18	18	18	-	-
161kV	12	12	10	10	-	10
138kV	10	10	8	8	-	8
69kV	6	6	5	5	4	5

- 2) Insulator Hardware - All fittings shall be properly seated and all cotter pins in place. Extra cotter keys shall be available at all times to crews working with insulators and accessories.
- 3) Orientation of Bolts and Cotters - On deadend assemblies the insulator cotter keys, clevises and yokes are to be installed with cotter heads and bolt heads at the top. Deadend bodies are to be installed with cotter key heads toward the structure.

E. Jumper Loop Clearance

- 1) The minimum loop clearance on all deadend structures shall be as follows:

345kV - 10'-0"
 138 and 161kV - 4'-6"
 69kV - 3'-6"
 34.5kV - 2'-6"

F. Structure Numbers

- 1) Structure numbers shall be installed by the Contractor during assembly. Labor, cost shall be included in unit charge for structure installation.

5.6 Utility Encroachments and Stream Crossings, Reel Handling, Stringing, Splices, Deadends and Jumper Terminals Sagging and Clipping-In

A. Utility Encroachments and Stream Crossings

- 1) At all wire crossings, pipeline crossings, railroads, highways, navigable streams, etc., the Contractor shall take all necessary precautions to insure public safety and prior to crossing will notify the nearest office of Utility, Railroad or Corps of Engineers involved in crossing. Contractor shall at all times during stringing have a person with communication equipment present at railroad and highway crossings and major powerline crossings.

B. Stringing and Splicing

- 1) Care shall be exercised in hauling and spotting conductor to preserve returnable reels. Reels shall not be dropped from trucks or platforms. They shall be hauled to field and made ready to pull wire before wood lagging or other protective covering is removed. Reels shall be thoroughly examined for nails or other sharp objects to prevent damage to the conductor or static wire during pulling. Conductor shall be pulled in a manner that will prevent contact with fences and rocks. Pulls shall be planned so that the length of the shield wire shall conform to length of the conductors on the reels in order that all splices will be at the same location. Splices shall be made with a 100 ton or 60 ton hydraulic compressor unless otherwise specified. All splices shall be made under the supervision of Engineer or Inspector. No splice shall be made closer than 20 feet to conductor support.

C) Reel Set-ups

- 1) Reel set-up locations shall be selected by the Contractor and the Company. Tension stringing shall be optional to the Contractor unless required by Company specification.

D) Reel Brakes, Stringing Blocks, Grips & Hoists

- 1) Reels shall be secured against displacement and shall be free to rotate. A braking device shall be provided for each reel. Reels shall be attended during the time the conductor is being pulled to assure continuous inspection of conductor and to see that the reels rotate freely. Any conductor damaged during stringing shall be cut out or repaired at the option of the inspector. Conductor stringing blocks with a sheave diameter of not less than 14 inches and groove diameter such as to adequately handle the diameter of wire being strung shall be used at all points of support. The blocks shall turn freely and in no way offer possibility of damage to the wire. Conductor grips and come-alongs shall be approved by the Inspector. Hoists shall have adequate capacity to safely handle the conductor and static wires.

E) Communications

- 1) While conductor is being pulled, continuous communications shall be maintained between reel attendant and the stringing crew.

F) Temporary Deadends

- 1) Conductor and static wire shall be caught-off on log anchors or approved patented anchors at the end of each pull. Tower legs or mobile equipment shall not be used in lieu of approved anchors. The lead on temporary anchors shall be a minimum of 3 to 1.

G) Overnight Ground Clearance

- 1) Where it is necessary to cease pulling conductor for overnight periods before completing the pull, the conductor shall be pulled to 18 feet minimum ground clearance. Where new conductor crosses or is parallel to and above energized circuits, it shall be pulled to not less than code clearance above the lower wires.

H) Sagging

- 1) All wires shall be sagged in accordance with the sag tables furnished by the Company and the method as specified by the project engineer. Sag shall be measured in at least two spans in the pull or as directed by Company Engineer. It is the Contractor's responsibility to obtain approval from the Inspector that the sag is proper before starting to clip-in of the conductor. The Company will furnish engineering and inspection services required to establish the required sags. Any sag calculations required will be made by the Company's representative. All sagging shall be approved by a Company representative.

I) Splices, Deadends, & Jumper Terminals

- 1) When required, Alcoa Filler Compound is to be used as a filler paste in the compression splices, deadend bodies and jumper terminals. Connection surfaces on jumper terminals and deadend bodies shall be thoroughly cleaned and coated with Alcoa No. 2 EJC before bolting together. Joints are to be straight and free from loose strands and made up in such a manner that straightening will not be necessary. Before and during the compression of the joints, deadend bodies and jumper terminals, care must be taken to prevent "bird-caging" of the cable strands.
- 2) Jumper terminal pads (paddles) shall be connected with aluminum bolts. The aluminum bolts shall be torqued to the following specifications:

½ inch bolts	25 ft. lbs.
5/8 inch bolts	40 ft. lbs.

J) Clipping-in

- 1) Clipping-in may start as soon as the Inspector has approved the sag. Clipping-in shall begin or end one span from the catch-off.

a. Conductor Handling Tools

Equipment used to handle conductor during clipping-in shall be approved by the Inspector prior to beginning work. At no time will conductor be picked up by hoist hook.

b. Slope-Clipping

All clipping-in on long slopes shall be done so that insulator strings hang vertically after all structures are clipped. Adjustments are to be made during progress of work per Inspector's instructions. Calculations of clipping offsets will be done by Alcoa per Company's request.

K) Armor Rods and Dampers

- 1) Preformed armor rods shall be installed on shield wires and conductors only where specified. Dampers shall be installed on conductors and shield wires at locations and in compliance with quantities shown on profiles at structures and/or Damper installation chart. The Company Engineer or Inspector will supply Contractor with damper spacing dimensions.

L) Weights

- 1) When hold-down weights are required, they shall be installed as shown on standard drawings. The number of weights to be installed on each conductor will be shown on the plan-profile drawing.

***Section 6.0 Specifications -- Optical Ground
Wire Installation***

SPECIFICATIONS: OPTICAL GROUND WIRE INSTALLATION

6.0 SPECIFICATIONS: OPTICAL GROUND WIRE INSTALLATION

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SPECIFICATIONS: OPTICAL GROUND WIRE INSTALLATION**6.1 General**

1. This specification contains requirements for the handling and installation of composite overhead ground wire with optical fiber cable (OPT-GW).
2. The Contractor shall use equipment and methods, subject to the approval of the Inspector, which will protect the OPT-GW and associated materials from damage during all phases of installation. Damages include, but are not limited to, cuts, nicks, abrasions, excessive bending, and penetration of moisture into the optical fiber assembly.
3. All sections of OPT-GW or associated materials damaged due to the Contractor's negligence, faulty equipment or failure to adhere to the provisions of this specification shall be replaced by the Contractor at his expense, including all material and labor costs, in a manner suitable to the Buyer. Damage to the OPT-GW will require replacement of the entire stringing section length.
4. The following data will be furnished by the Buyer in Addendum A to this specification:
 - a. OPT-GW Design Details (description, diameter, weight, etc.)
 - b. Stringing Tensions
 - c. Reel Lengths and Stringing Sections
 - d. Minimum Bending Radius
 - e. Minimum Stringing Sheave Diameters

6.2 Handling of Reels

1. The Contractor shall inspect each shipment upon arrival to determine damages during transit and shall immediately report any evidence of damage to the carrier and to the Inspector. The Contractor shall not accept or move damaged reels until a thorough inspection has been made to determine the extent of the damage and the Inspector has accepted the shipment.
2. Reels shall be handled in such a manner to prevent damage to either the OPT-GW or reels. Reels shall not be dropped to the ground or allowed to

roll freely down ramps during unloading. A spreader bar shall be used when lifting reels.

3. In storage, reels shall be blocked and protected from moisture and vandalism.
4. After removing lagging or other protective covering from reels, the Contractor shall examine each reel to ensure that the OPT-GW is not damaged and that no nails, staples or other sharp objects which may damage the OPT-GW during unreeling protrude on the inside of the reel heads.
5. The Contractor shall load and haul all returnable empty reels to Fourmile and load them on cars or trucks for shipment to the Supplier. The Contractor shall furnish all banding materials and tools necessary to meet the Supplier's shipping instructions. Non-returnable reels shall be disposed of as directed by the Inspector.

6.3 Installation Equipment

1. The tensioner shall be equipped with bullwheels having multiple grooves lined with neoprene or other approved nonmetallic resilient material. The lining shall be of sufficient thickness and resilience to prevent flattening or crushing of the OPT-GW.
2. The brakes shall be of ample size and design to maintain constant stringing tensions up to 4,000 lbs. without overheating. The heat generated by the braking action shall not be dissipated through the bullwheels. The minimum bullwheel diameter shall be 70 times the outside diameter of the OPT-GW.
3. A continuous light breaking action shall be applied to the reel supplying OPT-GW to the bullwheels of the tensioner to prevent overrun of the OPT-GW.
4. The pulling equipment shall have a pulling capacity exceeding the braking capacity of the tensioner and shall be of ample design to assure a smooth, continuous pull. The equipment shall be maintained in such condition as to minimize the probability of stalling while the OPT-GW is being pulled into position. A positive backstop shall be provided to prevent uncontrolled running-out of the pulling lines in a stall or when the engine is disengaged.
5. An anti-torsional device, similar to that shown in Addendum B, shall be installed between the pulling line and the OPT-GW during stringing operations.

6. Stringing sheaves shall be neoprene lined, free running and maintained to keep bearing friction to a minimum. The design, size, materials and maintenance of the stringing sheaves shall be subject to approval by the Inspector. After each pull, the Contractor shall inspect each sheave. If a sheave is damaged or in need of maintenance, it shall be removed from service until repaired. The minimum root diameters for all sheaves are given in the charts contained in Addendum A.
7. Come-alongs shall have smooth jaws and shall be specifically approved by the OPT-GW manufacturer for use on the OPT-GW being installed. Wire grips, preformed and designed specifically for the OPT-GW, may be used as come-alongs. The Contractor must obtain approval from the grip manufacturer for the re-use of this item.
8. Guard poles erected in accordance with specifications for the installation of transmission conductors will be satisfactory for use in the installation of OPT-GW.

6.4 Stringing

1. The OPT-GW shall be installed using the controlled tension method. The tensions for each stringing section will be furnished by the Buyer.
2. The stringing sections will be specified by the Buyer in Addendum A. The OPT-GW shall be installed in a continuous pull through each stringing section. No splices, either full tension or jumper loop, will be used in a stringing section.
3. The maximum pulling speed for the OPT-GW shall be 65 feet per minute or 0.75 miles per hour.
4. An anti-torsional device, subject to approval by the Inspector, shall be installed between the pulling line and OPT-GW to prevent the transfer of pulling line rotation to the OPT-GW. The Contractor shall have personnel stationed at each angle in the stringing section to guide the anti-torsion weights through the stringing sheaves.
5. The tension and pulling equipment shall be set up as far as practical from the nearest structure. The slop of the OPT-GW between the equipment and the stringing sheave on the first structure shall not be steeper than three horizontal to one vertical.
6. During stringing, the Contractor shall prevent excessive longitudinal movement of the structures, as judged by the Inspector.

7. At the first and last structures in each stringing section, an additional length of OPT-GW beyond the sheaves must be provided to allow for splicing of the optical fibers at the groundline. The additional length required is equal to the horizontal distance from the OPT-GW support to the nearest pole or tower leg plus the vertical distance from the OPT-GW support to the groundline plus 100 feet.
8. Immediately following the separation of the OPT-GW from the stringing equipment, the Contractor shall bind the cut ends to prevent unraveling of the strands and seal the optical fiber assembly to prevent the entry of moisture. The moisture seal shall consist of a combination of duct sealing compound and waterproof tape or other materials and methods approved by the Inspector. If sagging operations have not been completed, the excess OPT-GW shall be coiled and temporarily attached to the structure at a height of 15 feet or more. The temporary attachment must be adequate to prevent any damage to the OPT-GW and the coil diameter must be equal to or greater than two times the minimum bending radius specified by the Buyer.
9. The Contractor shall dispose of all scrap wire as directed by the Inspector.

6.5 Sagging

1. The OPT-GW shall be sagged in accordance with sag tables furnished by the Buyer as data separate from this specification. Sags are not permitted to be less than the values given in the tables under any circumstances. The maximum sag in the sagging span shall not exceed the table values by more than six inches. Only sag values given in the tables or otherwise furnished by the Buyer are to be used. The Contractor shall not alter or convert any of the furnished data for use in the sagging operation.
2. The sag shall be measured using sight boards or instruments in a span as nearly equal to the ruling span and as close as possible to the center of the sagging section as conditions allow. The Contractor shall verify the span length and difference in elevation of the OPT-GW supports in the sagging span with the sag data and line profile drawing before sagging the OPT-GW. Any discrepancies between these measurements shall be reported to the Inspector immediately. The Buyer will resolve the differences and issue any new sag values as required.
3. In sagging sections consisting of more than eight spans or 5,000 ft., the sag shall be verified in one span other than the sagging span. This check span should be as nearly equal to the ruling span and as close to the one-third point in the sagging section as conditions allow.

4. At his discretion, the Inspector may verify the sag in either the sagging span or the check span using the stopwatch or any other appropriate method. The Contractor shall provide assistance as required.
5. It is preferable to sag the OPT-GW in the complete ruling span from deadend to deadend. Where this is not practical, temporary snubs, approved by the Inspector, shall be used to prevent movement of the structures at the ends of the sagging section. Temporary snubs shall be used at all deadend structures which are not guyed or otherwise restrained from movement during sagging operations.

6.6 Clipping-In

1. The OPT-GW must be clipped-in within 72 hours after sagging and shall not remain in the stringing sheaves under any conditions for more than 168 hours.
2. When offset clipping is specified by the Buyer, immediately following sagging and prior to clipping-in, the Contractor shall mark the OPT-GW on each structure in the sagging section at a point which is plumb with the center of the structure at the groundline. The plumb mark shall be made with weather resistant ink or paint.
3. The OPT-GW shall be lifted from the stringing sheaves using a standard suspension clamp or other device approved by the Inspector. The lifting device shall support the OPT-GW for a minimum length of 4 inches and shall have a minimum support radius of 8 inches. The groove diameter of the lifting device shall be of sufficient dimensions to prevent damage to the OPT-GW. If the device is not made of aluminum, the groove shall be lined with a suitable non-abrasive material.
4. The OPT-GW shall be installed in bolted or preformed wire suspension and deadend clamps as specified by the Buyer. All bolted clamps shall be tightened to the clamp manufacturer's torque specifications using properly calibrated and maintained torque wrenches.
5. Jumper loops shall be one continuous length of OPT-GW without splices and shall be formed to provide a minimum clearance of 6 inches from any structural member. The radius of all bends must conform to the minimum bending radius specified by the Buyer.
6. The OPT-GW shall be electrically connected to the grounding system at each structure using connectors and wire as shown on the appropriate Kentucky Utilities Company construction drawings.

7. When required, vibration dampers shall be installed in accordance with the specifications of the manufacturer and Buyer.
8. At the first and last structures in a stringing section, the additional length of OPT-GW provided in Section 7.4 No. 7 shall be trained down and attached to the structure as specified by the Inspector. At the lowest training bracket, the excess OPT-GW shall be coiled and securely attached to the structure. The minimum diameter of the coil shall be at least two times the minimum bending radius.

ADDENDUM A
Mill Creek to Hardin county 345 KV LINE

INSTALLATION DATA
FOR
OPTICAL GROUND WIRE

General

Manufacture	-
Wire Designation	-
Outside Diameter	-
Weight	-
Area	-
Rated Tensile Strength	-
Number of Fibers	-
Minimum Bending Radius	-

Reel Lengths

- 1 Reel= 18700 ft.
- 1 Reel = 8500 ft.
- 1 Reel = 21000 ft.
- 1 Reel = 16000 ft.
- 1 Reel = 16000 ft.

Stringing Sections

- (Tower #39 to Tower #61, Length = 16851.9 ft.)
- (Tower #61 to Tower #70, Length = 6893.1 ft.)
- (Tower #70 to Tower #94, Length = 18913.3 ft.)
- (Tower #94 to Tower #110, Length = 14015.4 ft.)
- (Tower #110 to Tower #133, Length = 13957.4 ft.)

Minimum Sheave Diameters

Angle of Wire Through Sheaves

Minimum Sheave Diameter

- 0° – 30°
- 30° – 60°
- 60° – 90°

- 16"
- 16"
- Double Sheave 16"

Section 7.0 Specifications – Concrete Drilled Shafts

SECTION I

CONCRETE DRILLED CAISSONS

1) **GENERAL**

The requirements of the contract documents shall form a part of the following specifications. The contractor shall consult them in detail for instructions pertaining to the work. The specifications and drawings supplement each other. Items called for by one shall be considered as called for by both. The owner shall be notified in cases where discrepancies occur.

2) **SCOPE OF WORK**

A. The work consists of furnishing all labor, equipment, and materials (except as noted on the foundation drawings) required to install the foundations complete and in accordance with accompanying drawings and these specifications.

3) **CONCRETE STANDARDS**

All concrete work, including reinforcing, shall be provided in accordance with Section II of these specifications.

4) **SITE INFORMATION**

A. The contractor shall examine the sites and shall ascertain the state thereof and the conditions under which work shall be done.

A copy of the log of borings is included with the plans and specifications.

B. It is expressly understood that the contractor assumes full responsibility for interpreting boring data and for the conclusions he draws from the information furnished him as well as from his inspection of available information and the sites.

C. The contractor shall familiarize himself with the geological formation in the area of this project and the possibility of encountering water or other conditions in the excavation of the caissons.

No claim for extra compensation or extensions of time will be considered on account of obstructions in the ground or variations in ground water level between those indicated by the borings and those actually encountered

5) SURVEYS & LAYOUTS

A. The owner shall provide a competent Civil Engineer and/or levels, grades, bench marks and measurements incidental to the accurate layout of the work of this section of the specifications.

B. The contractor shall maintain and protect all such marks and measurements against displacement and damage.

6) PIER DESIGN

A. Each pier shall consist of a concrete shaft extending from the top elevation shown on drawings, down into rock strata as required. (Unless otherwise noted on foundation drawings).

B. Each bidder shall consider that all piers will extend from the top elevation shown and be of the shaft diameter shown on the drawings.

C. The differences between the pier construction as actually built by authorized direction and the pier construction as shown on the drawings will be adjusted at the completion of the work in accordance with unit prices submitted.

Note that no extra payment will be made if piers are installed with larger diameter or greater depths than those directed or approved by the owner, whatever may be the cause.

7) EXCAVATION

A. Scope: Excavation shall consist of removal of all material of whatever nature encountered within the shaft area. All excess excavated material shall be disposed of off-site by the contractor. (Unless otherwise approved by the Project Engineer in writing).

B. Method of Excavation: Excavation of earth and rock may be done either by machine drilling or by hand.

C. Explosives may be used in rock excavation, but any excess rock and/or earth loosened by such explosives shall be removed from the caisson and refilled with concrete at no additional cost to the owner. Excavation by explosives must be approved by the owner in writing.

8) DRILLINGS

A. Pier shafts shown on plans are minimum. If caissons are machine drilled, equipment used shall be capable of accurately and efficiently drilling the holes to the proper depths.

9) SHORING AND/OR CASING

A. Contractor shall insert into the caisson necessary shoring or temporary steel casing if shaft walls indicate any unstable condition that would result in collapse.

B. Shoring or casing may be removed during placing of concrete provided that concrete is not lifted during removal.

C. The center of each pier shaft shall be within one (1) inch of the required center at cut-off line.

D. All anchor bolts shall be properly oriented in the caisson so that arms on pole will extend perpendicular to the center line of the transmission line.

E. Tops of all bolts shall be at the same elevation and all bolts shall stand plumb.

F. Contractor shall take necessary precautions to prevent loss or theft of anchor bolt nuts. Any losses of nuts due to negligence on the part of the contractor shall be replaced at the contractor's expense.

G. All caisson shafts shall be inspected and approved by the owner's Engineer.

H. Upon completion of his inspection of each shaft the owner's Engineer shall inform the contractor what, if any, changes are to be made in the dimensions and/or elevations of the pier shaft from those shown on the drawings.

I. If excessive water is encountered the contractor may pre-grout, excavate by pneumatic methods, or use any other suitable means approved by the owner to reduce or prevent the entry of excessive water while completion the excavation.

10) CONCRETE PLACEMENT

A. Immediately after contractor has installed the reinforcing steel and anchor bolt cage he shall request an inspection by the company's engineer.

After such inspection and with approval of the Engineer contractor will immediately begin placing the concrete.

B. Concrete shall be placed continuously and without undue interruption and in such a manner as to provide a smooth flow without segregating the materials.

The spout, "elephant trunk", or tremie shall be large enough for placement of the size aggregate specified and the spout shall be maintained not farther than 4 feet from the surface where concrete is being placed.

In the event that water occurs in such quantity that dewatering of the caisson is impracticable then concrete shall be placed by the tremie method.

C. Any other method of underwater concreting may be used providing prior approval is obtained from owner.

D. While caissons are being filled, care shall be taken to maintain sufficient head of concrete to prevent reduction in diameter of the pier shaft by earth pressure on the fresh concrete.

Withdrawal of temporary casing shall be coordinated with concrete pouring to maintain a head of concrete not less than 5 feet above casing bottom, except at the top.

If reduction of diameter of pier shaft is indicated during casing withdrawal, the casing shall be cut off and left permanently in place at no extra cost to the owner.

The top of all piers shall be stopped at the cut-off elevation (original ground line) and finished with a wood float to the level of the bottom thread on the anchor bolts.

All anchor bolts threads shall be thoroughly cleaned of concrete immediately after concrete placement is completed.

E. Vibration of concrete - Electrically operated vibratory equipment shall be used to puddle the concrete as it is poured.

Care shall be exercised, however, in placing concrete so that it is deposited as near as possible to its final position so that vibrator is not relied upon to "flow" the concrete excessive distances.

11) EMBEDDED STEEL

The contractor shall set the anchor assemblies and reinforcing in the shaft as shown on the drawings.

12) RECORDS

The contractor shall make a written report to the owner on each pier showing top and bottom elevations, number, size, and lengths of reinforcing bars, cubic yards of earth and rock excavation and cubic yards of concrete and grout.

SECTION II

Concrete

1) GENERAL

The attention of the contractor is called to the General and Special conditions of the contract and to all other contract documents which, as a part of these specifications, are applicable to this and to all other branches of the work.

2) SCOPE

A) The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, transportation and new material, except as noted, and the performance of all operations required to execute all reinforced concrete work as shown on the drawings and/or specified herein. This contract includes all form work as specified and required.

B) The contractor shall check and verify all dimensions at the site of construction and report any discrepancies to the owner.

C) This work consists of but is not limited to the following:

1) Concrete filled caissons.

D) The contractor shall cooperate with the transmission line contractor in setting of poles.

3) WORK EXCLUDED

No concrete work is excluded from this section of the specifications for concrete drilled piers.

4) MATERIALS

Unless otherwise noted all materials used in concrete work shall be as specified below:

A) Cement: Standard specifications for Portland Cement, A.S.T.M.C-175, Type 1-A.

B) Air-entraining cement: Standard specifications for Portland Cement, A.S.T.M.C-175, Type 1-A.

C) Aggregates: Standard specifications for concrete aggregates, A.S.T.M.C-33.

1) Find aggregates shall consist of natural sand having clean, uncoated grains, free from injurious amounts of dust, lumps, loam or foreign substances, and shall be graded from coarse to fine. Aggregate gradation shall conform to Kentucky Dept. of Highways Standard Specification for Road and Bridge Construction.

2) Coarse aggregates shall be crushed stone or gravel having clean, hard, uncoated particles and free from injurious amounts of soft, friable, thin, elongated or laminated pieces. Aggregates shall not absorb more than 3% moisture by weight.

3) Maximum size of coarse aggregate shall not be larger than 1/5 of the narrowest dimension between forms nor larger than 3/4 of the minimum spacing between steel reinforcement.

4) Gradation of coarse aggregate shall conform to Kentucky Dept. of Highways Standard Specifications for Road and Bridge Construction. Aggregate size shall be of normal size 1 inch - No. 8 for all concrete.

D) Water shall be clean and free from oil, acids, salt or other injurious substances.

E) Reinforcing steel -

1) Bar sizes, types, dimensions and bending diagram are shown on plans.

2) Bars of sizes #14 and smaller shall be new billet stock of intermediate grade conforming to A.S.T.M.A-408. Bar deformation shall conform to the requirements of Dimensional Requirements for Special Deformed Steel Bars for Concrete Reinforcement.

3) Steel wire used in securing reinforcement shall be cold drawn steel which conforming to A.S.T.M.A-82.

5) MIX

A) The minimum 28-day allowable compressive strength of concrete shall test not less than 4000 P.S.I. Concrete in place shall contain not less than 6 1/2 sacks of cement per cubic yard and not more than 6 gallons of water, including free moisture in the aggregate, per sack of cement. Tremie concrete shall contain not less than 7 1/4 sacks of cement per cubic yard (unless otherwise specified).

B) All concrete shall be air-entrained. Entrained air shall be between the limits of 3% and 6%.

C) Slump shall be regulated as directed by the owner but in no case shall it exceed 4 inches nor less than 2 1/2 inches for normally placed concrete.

D) The measure of proper workability shall be a mixture that can readily be puddled into all angles and corners of the forms and around reinforcement without separation of the ingredients.

7) FORMS

The contractor shall provide forms which will produce correctly aligned concrete.

8) REINFORCING STEEL PLACEMENT

A) Bars, rods and anchor bolts shall be free from scale, oil and structural defect and shall be maintained so on the job.

B) Fabrication shall be accurately done to the dimensions shown on the drawings. Stirrups and ties shall be bent around a pin having a diameter at least twice the bar diameter. All bars shall be bent cold.

C) All steel shall be rigidly held in place with approved metal ties in such a manner that all steel will support the weight of the workmen without displacement and shall be in accordance with the A.C.I. Detailing Manual.

D) All reinforcing steel within the limits of a day's pour shall be placed and firmly tied in sufficient time to permit inspection before concreting begins.

9) MIXING CONCRETE

A) Concrete shall be mixed in a standard type of batch mixer with a drum speed of 200-235 peripheral feet per minute. Mixing time shall be 1 minute for batches 1 cubic yard or under and shall be increased 15 seconds for each additional 1/2 cubic yard or fraction thereof.

B) Retempered concrete will not be allowed. Air-slaked or lumpy cement will not be used. The contents of the mixer shall be completely discharged before each new batch is loaded.

C) Ready-mixed concrete, either central-mixed or transit-mixed may be used provided that the concrete produced conforms to these specifications and that the equipment and methods conform to A.S.T.M.C-94.

D) The owner shall have free access to the batching and mixing plant for sampling all materials and shall have full control of the proportioning, mixing, etc.

10) DEPOSITING CONCRETE

A) No concrete shall be placed until the subgrade has been inspected and approved by the owner.

B) Before beginning concrete placement, hardened concrete and foreign materials shall be removed from the inner surfaces of the mixing and conveying equipment.

C) Concrete shall not be spouted nor delivered by spout or troughs to the point of final deposit with a free fall or more than 5 feet.

Every possible precaution shall be taken to prevent separation of the ingredients while transporting and depositing concrete.

D) Concrete shall not be placed until:

1) All reinforcement is securely tied in its correct position and approved by the owner.

2) The forms have been inspected and approved by the owner.

3) Forms and reinforcement have been cleaned.

4) Forms have been wetted.

E) Concrete shall not be placed except under the direct supervision of the owner.

F) Concrete shall be placed through "elephant trunks" or chutes equipped with suitable hopper heads.

Sufficient illumination shall be provided in the interior of the forms so that the concrete at places of deposit is visible from grade.

G) Cement grout shall be placed on previously poured concrete before new concrete is deposited.

H) Vibration shall be sufficient to thoroughly compact the concrete and completely embed reinforcement but shall not be of such duration as to cause segregation of the mix.

11) PROTECTING AND CURING

A) All exposed concrete surfaces shall be protected from premature drying, and freshly placed concrete shall be protected from wash by rain.

12) COLD WEATHER CONCRETING

When the atmospheric temperature is below or predicted to fall below 40{Sub/Super -1}{Sub/Super 1}F, the temperature of the concrete shall be controlled in accordance with the latest edition of A.C.I. 604 specifications.

A) The temperature of the wet concrete at the time of deposit in the forms shall not be less than 55°F. For each drop of 30 degrees in air temperature, the temperature of the concrete shall be increased by 5 degrees.

B) Aggregates shall be free of ice and frozen matter. Aggregates shall be heated if necessary to eliminate ice.

C) Mixing water shall be heated to approximately 140°F.

D) Cement shall be at a temperature of approximately 35°F.

E) The aggregates and water shall be mixed, and the temperature of this mixture shall be 60-80°F when the cement is added to the mixture.

F) The work schedule shall be arranged so that the concrete shall be placed as soon as the ready-mix truck reaches the site. Forms, reinforcing and subgrade shall be completely, free from ice, snow and frost when concrete is placed.

When the temperature is below freezing, the forms, reinforcing, and subgrade shall be heated to and maintained at a temperature above freezing, during and after placing of concrete.

G) Protection and Curing

Arrangements for covering, insulating or housing newly placed concrete shall be made in advance of placement and shall be adequate to maintain all parts of the concrete at the temperature and with moisture conditions as hereinafter specified.

Newly placed concrete shall be maintained at a minimum temperature of 50°F for the first 4 days and a temperature above freezing for the next 3-day period.

Where dry heating is used, the concrete shall be covered with wet burlap, cotton mats, etc. and the covering kept moist during the entire 7-day period.

The temperature inside the enclosure shall not be more than 70°F during the 7-day period.

At the end of the 7-day curing period, the protection shall be removed in such manner that the drop in temperature of any portion of the concrete will be gradual and will not exceed 30°F in a 24-hour period.

H) Forms may be removed after 48-hour of moist curing. Concrete shall be recovered and the curing process continued as herein before specified.

SECTION III

Miscellaneous

1) COPPER GROUNDS

- A) This wire will be furnished by the owner.
- B) This wire shall be installed by the contractor.
- C) The contractor shall check the location of the ground connection on the pole base plate and place the wire on the side of the pier nearest the ground connection point.

2) POLE ERECTION

- A) After 7-day test reports are received by owner and providing test indicates concrete meets specifications poles may be set. Seven day tests furnished by LG&E, samples taken the Company's testing agency.
- B) Poles are to be erected by line contractor under his existing contract. Delivery of poles by manufacturer is scheduled for the first week of October 2003.

3) REMOVAL OF RUBBISH

After completion of all work under this contract contractor shall remove all rubbish, debris, equipment and materials and leave the site in a clear, clean and sightly condition.

*Section 9.0 Construction Units plus Time &
Equipment Rates*

**TC2 MILL CREEK – HARDIN CO 345KV LINE
East Fort Knox - Flaherty
(PROJECT No. 1182163)
(TASK 1B)**

IRBY

CONSTRUCTION



A Quanta Services Company

Absolute Performance...

IRBY Construction Company
P.O. Box 1819
Jackson, MS 39215-1819
Main (601) 709-IRBY (4729)
Fax (601) 960-7231
Internet: www.irbyconst.com
Street Address:
817 South State Street
Jackson, MS 39201-5908

May 3, 2007

Mr. Tom Masters, C.P.M.
Sourcing Leader, Supply Chain
E.ON U.S. Services Inc.
c/o Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

*opened
J. Masters
5/3/07
Robby Smith
5-7-07*

Re: Mill Creek – Hardin County Overhead Line Construction
RFP #3125 (800104)

Dear Mr. Masters,

We respectfully offer our proposal in accordance with the RFP drawings and specifications received. Our total lump sum bid price is [REDACTED]; or in words, [REDACTED]

Our proposed subcontractors for this project are as follows:

1. Canfer Construction Company
11031 Grissom Lane
Dallas, Texas 75229

Services Provided: Canfer will install the concrete auger foundations. Information about them can be found on their website, www.canferconstruction.com.

2. Air2
12515 North Kendall Drive, Suite 120
Miami, Florida 33186

Services Provided: Air2 will be assisting our conductor installation operation by pulling the leadline with a helicopter. Information about them can be found on their website, www.air2.com.

Irby Construction Company is a wholly owned subsidiary of Quanta Service, Inc. Please call if you have any question or require additional information.

Sincerely,

John Hopper

John Hopper
Vice President, Operations

Power Line and Telecommunication Contractors

Construction Units
TC2 Mill Creek - Hardin Co 345KV Line

East Fort Knox - Flaherty

Contractor:
 Page 1 of 7

Item	Quantity	Description Install	Unit Price	Totals
American Bridge Type "3CS" Tower				
1	7	75'-0" Tower Body (WT=21,807 lbs)(REF DWG No. American Bridge Type "3CS" Tower, DWG No. E205, E206, and E207), (1 PER Twr No. 63, 74, 83, 92, 96, 102, and 107)		
2	3	20'-0" Tower Body Extension (WT=5,440 lbs)(REF DWG No. American Bridge Type "3CS" Tower, DWG No. E208, and 209), (1 PER Twr No. 92, 96, and 107)		
3	1	40'-0' Tower Body Extension (WT=10,893 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E209, E210, E211, and 212), (1 PER Twr. 74)		
4	1	5'-0" LEG EXTENSION (WT=300 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E202),(1 PER Twr No. 74)		
5	5	10'-0" LEG EXTENSION (WT=547 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E202),(2 PER Twr No. 74 and 3 PER Twr No. 96)		
6	15	15'-0" LEG EXTENSION (WT=709 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E203),(2 PER Twr No. 63) (4 PER Twr No. 83, and 102) (1 PER Twr No. 92, and 96)(3 PER Twr No. 107)		
7	6	20'-0" LEG EXTENSION (WT=971 lbs) REF DWG No. American Bridge Type "3CS" Tower DWG No. E204), (2 PER Twr No. 63 and 92), (1 PER Twr No. 74 and 107)		
8	1	25'-0" LEG EXTENSION (WT=1,135) REF DWG No. American Bridge Type "3CS" Tower DWG No. E205), (1 PER Twr. No. 92)		
9	7	SET (4 PER SET) EARTH ANCHORS (WT=9,500 lbs)(REF DWG No. American Bridge Type "3CS" Tower, DWG No. E201) (1 SET PER Twr No. 63, 74, 83, 96, 102, and 107)		
10		FT. EXTRA EXCAVATION - TYPE "3CS" TOWER (EARTH ANCHORS) PER FT. DEPTH		
American Bridge Type "3DS" Tower				
11	8	75'-0" Tower Body (WT=28,507 lbs)(REF DWG No. American Bridge Type "3DS" Tower, DWG No. E305, and E306), (1 PER Twr No. 39, 61, 70, 94, 95, 104, 105, and 110)		
12	6	20'-0" Tower Body Extension (WT=11,831 lbs)(REF DWG No. American Bridge Type "3CS" Tower, DWG No. E311, E312, E313, E314, E315 and 316), (1 PER Twr No. 61, 70, 94, 95, 104, and 105)		
13	1	5'-0" LEG EXTENSION (WT=725 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E303),(1 PER Twr No. 70)		
PAGE TOTAL				

Construction Units
TC2 Mill Creek -Hardin Co 345KV Line

East Fort Knox - Flaherty

Contractor:
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14	2	10'-0" LEG EXTENSION (WT=1,374 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E304),(2 PER Twr No. 70)		
15	3	15'-0" LEG EXTENSION (WT=1,728 lbs)(REF DWG No. American Bridge Type "3CS" Tower DWG No. E305),(1 PER Twr No. 70) (2 PER Twr No. 95)		
16	16	20'-0" LEG EXTENSION (WT=2,083 lbs) REF DWG No. American Bridge Type "3CS" Tower DWG No. E306 and E307), (2 PER Twr No. 39 and 95), (4 PER Twr No. 61, 94 and 110)		
17	2	25'-0" LEG EXTENSION (WT=2,456) REF DWG No. American Bridge Type "3CS" Tower DWG No. E307, and E308), (2 PER Twr. No. 39)		
18	8	30'-0" LEG EXTENSION (WT=3,370) REF DWG No. American Bridge Type "3CS" Tower DWG No. E309), (4 PER Twr. No. 104, and 105)		
19	0	N/A	N/A	N/A
20	4	SET (4 PER SET) EARTH ANCHORS (WT=24,436 lbs)(REF DWG No. American Bridge Type "3CS" Tower, DWG No. E301 and E303) (1 SET PER Twr No. 61, 70, 95, and 110)		
21		FT. EXTRA EXCAVATION - TYPE "3DS" TOWER (EARTH ANCHORS) PER FT. DEPTH American Bridge Type "B5" Tower		
22	1	55'-0" TOWER BODY (WT=11,000 lbs)(REF DWG No. American Bridge Type "B5" Tower DWG No. E103)(1 PER STR No. 216/138KV)		
23	4	11'-6" LEG EXTENSION (WT=547 lbs)(REF DWG No. American Bridge Type "B5" Tower DWG No. E102)(2 PER STR No.216/138kV)		
24	1	SET (4 PER SET) EARTH ANCHORS (WT=8,095 lbs)(REF DWG No. American Bridge Type "B5" Tower DWG No. E101)(1 PER STR No. 216/138kV)		
25		FT. EXTRA EXCAVATION - TYPE "B5" TOWER (EARTH ANCHORS) PER FT. DEPTH		
26	3	116'-0" TOWER BODY (WT=57,697 lbs)(REF DWG No. American Bridge Type "EMOD" Tower DWG No. E6, E7, E8, E12, and E13)(1 PER Twr No. 111, 126, and 133) American Bridge Type "E-MOD" Tower		
27	4	15'-0" LEG EXTENSION (WT=1,680 lbs)(REF DWG No. American Bridge Type "E-MOD" Tower DWG Sheet No. 5),(4 PER Twr No. 111)		
28	7	25'-0" LEG EXTENSION (WT=2,740) REF DWG No. American Bridge Type "E-MOD" Tower DWG Sheet No. 7) (4 PER Twr No. 126), (3 PER Twr. No. 133)		
PAGE TOTAL				

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29	1	30'-0" LEG EXTENSION (WT=3,404) REF DWG No. American Bridge Type "E-MOD" Tower DWG Sheet No. 8), (1 PER Twr. No. 133)		
30	0	N/A	N/A	N/A
31	2	SET (4 PER SET) EARTH ANCHORS (WT=4,218 lbs)(REF DWG No. American Bridge Type "E-MOD" Tower, DWG No. E301 and E303) (1 SET PER Twr No. 126, and 133)		
32		FT. EXTRA EXCAVATION - TYPE "E-MOD" TOWER (EARTH ANCHORS) PER FT. DEPTH For Steel Pole Weights Refer To Drawing No's Detail 1 PS - SC & Detail 2 PS - DC		
33	1	85 FT STEEL POLE (1 PER STR. NO. 45)		
34	12	90 FT STEEL POLE (2 PER STR No.'s 44, 69, 70, 79, 82 & 84)		
35	13	95 FT STEEL POLE (1 PER STR No. 45) (2 PER STR No's 40, 58, 59, 76, 87 & 103)		
36	18	100 FT STEEL POLE (1 PER STR No's 66, 68, 75, 77, 78, 85, 98, 100 & 106)		
37	12	105 FT STEEL POLE (1 PER STR No's 62 & 67) (2 PER STR No's 42, 55, 57, 64 & 86)		
38	22	110 FT STEEL POLE (1 PER STR No's 43, 67, 73 & 81) (2 PER STR No's 56, 65, 88, 90, 91, 97, 99, 101 & 109)		
39	11	115 FT STEEL POLE (1 PER STR No's 62, 73 & 81) (2 PER STR No's 72, 80, 89 & 108)		
40	5	120 FT STEEL POLE (1 PER STR No's 43, 46 & 48) (2 PER STR No. 93)		
41	1	125 FT STEEL POLE (1 PER STR No.41)		
42	6	130 FT STEEL POLE (1 PER STR No's 46 & 48) (2 PER STR No's 47 & 49)		
PAGE TOTAL				

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43	4	135 FT STEEL POLE (1 PER STR No's 41 & 50) (2 PER STR No. 51)		
44	7	140 FT STEEL POLE (1 PER STR No. 50) (2 PER STR No's 52, 53 & 60)		
45	6	145 FT STEEL POLE (2 PER STR No's 54, 115 & 131)		
46	8	150 FT STEEL POLE (2 PER STR No's 116, 117, 118 & 121)		
47	12	155 FT STEEL POLE (2 PER STR No's 112, 119, 120, 128, 129 & 132)		
48	10	160 FT STEEL POLE (2 PER STR No's 122, 123, 124, 125 & 127)		
49	6	165 FT STEEL POLE (2 PER STR No's 113, 114 & 130)		
50	56	54 FT STEEL CROSS ARM (1 PER STR No's 40, 41, 43-60, 62, 64-69, 71-73, 75-82, 84-91, 93, 97-101, 103, 106, 108 & 109)		
51	76	27 FT STEEL CROSS TIE (1 PER STR No's 40, 41, 43-60, 62, 64-69, 71-73, 75-82, 84-91, 93, 97-101, 103, 106, 108, 109, 112-125 & 127-132)		
52	76	X-BRACE, STEEL (27'-0" SPACING) (1 PER STR No's 40, 41, 43-60, 62, 64-69, 71-73, 75-82, 84-91, 93, 97-101, 103, 106, 108, 109, 112-125 & 127-132)		
53	152	DRIVEN POLE GROUND FOR STEEL POLE STRUCTURE REF DRWG No. A-3-5.1S (2 PER STR No's 40, 41, 43-60, 62, 64-69, 71-73, 75-82, 84-91, 93, 97-101, 103, 106, 108, 109, 112-125 & 127-132)		
54	82	7 No. 8 ALUMOWELD SHIELD WIRE ASSEMBLY, TO INCLUDE TOWER GROUND REF DRWG No. STD-ASSY-006 (1 PER STR No's 40, 41, 43-60, 62, 63, 64-69, 71-73, 74, 75-82, 83, 84-91, 92, 93, 97-103, 106, 107, 108, 109, 112-125 & 127-132)		
55	82	OPTICAL GROUND WIRE (OPGW) ASSEMBLY, TO INCLUDE TOWER GROUND REF DRWG No. O-S-C-G 528 (1 PER DRWG No's 40, 41, 43-60, 62, 63, 64-69, 71-73, 74, 75-82, 83, 84-91, 92, 93, 97-101, 102, 103, 106, 107, 108, 109, 112-125 & 127-132)		
PAGE TOTAL				

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Contractor:
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56	168	345 KV SUSPENSION ASSEMBLY FOR 954.0 KCMIL 45/7 ACSR REF DRWG No. EHV-1A (3 PER STR No's 40, 41, 43-60, 62, 64-69, 71-73, 75-82, 84-91, 93, 97-101, 103, 106, 108 & 109)		
57	60	345 KV BRACED POST SUSPENSION ASSEMBLY REF DRWG No. DETAIL 05-02 (3 PER STR No's 112-125 & 127-132)		
58	60	138 KV BRACED POST SUSPENSION ASSEMBLY REF DRWG No. DETAIL 05-01 (3 PER STR No's 112-125 & 127-132)		
59	13.3771 miles	MILES OF 6-954.0 KCMIL 45/7 ACSR, COMPLETE BETWEEN STR No. 39-STR No. 133		
60	13.3771 miles	MILES OF 1-7 No. 8 ALWD SHIELD WIRE, COMPLETE BETWEEN STR No. 39 STR No. 133		
61	13.3771 miles	MILES OF 1-OPGW SHIELD WIRE, COMPLETE BETWEEN STR No. 39-STR No. 133		
62		MOBILIZATION (PAYED ONLY FOR START UP AFTER AN E.ON - US REQUESTED SHUT DOWN. NOT FOR INITIAL START UP)		
63		DE-MOBILIZATION (PAYED ONLY FOR SHUT DOWN OF PROJECT REQUESTED BY E.ON - US. NOT FOR PROJECT COMPLETION)		
64	60	345 KV DOUBLE STRING TWO CONDUCTOR DEAD END ASSEMBLY FOR 954.0 KCMIL 45/7 ACSR REF DRWG No's D3-EHV-2.0 (3 PER STR No's 39 & 133) (6 PER STR No's 61, 70, 94, 95, 104, 105, 110, 111 & 126)		
65	27	345 KV SINGLE STING TWO CONDUCTOR JUMPER ASSEMBLY FOR 954.0 KCMIL 45/7 ACSR REF DRWG No. D3-EHV-4.0 (3 PER STR No's 61, 70, 94, 95, 104, 105, 110, 111 & 126)		
66	20	7 No. 8 ALUMOWELD DEAD END ASSEMBLY REF DRWG No. D2-02 (1 PER STR No's 39 & 133) (2 PER STR No's 61, 70, 94, 95, 104, 105, 110, 111 & 126)		
67	20	OPGW DEAD END ASSEMBLY REF DRWG No. D2-01 (1 PER STR No's 39 & 133) (2 PER STR No's 61, 70, 94, 95, 104, 105, 110, 111 & 126)		
PAGE TOTAL				

Construction Units
TC2 Mill Creek - Hardin Co 345KV Line
 East Fort Knox - Flaherty

Contractor:
 Page 6 of 7

68	24	138 KV SINGLE STRING CONDUCTOR DEAD END ASSEMBLY FOR 954.0 KCMIL 45/7 ACSR REF DRWG DETAIL D5-03 (6 PER STR No's 111, 126, 133 & 215)		
69	12	138 KV SINGLE STRING CONDUCTOR JUMPER ASSEMBLY FOR 954.0 KCMIL 45/7 ACSR REF DRWG No. DETAIL D5-04 (3 PER STR No's 111, 126, 133 & 215)		
70	18	345 KV VEE STRING TWO CONDUCTOR (ANGLE) SUSPENSION ASSEMBLY FOR 954.0 KCMIL 45/7 ACSR REF DRWG D3-EHV-3.0 (3 PER STR No's 63, 74, 83, 92, 102 & 107)		
TRANSMISSION CONSTRUCTION UNITS-INVESTMEN				
71	1 SET of 4.	INSTALL (4) 72" DIAMETER CONCRETE DRILLED SHAFT FOUNDATIONS AS PER DRAWING 118216-F1 AND AMERICAN BRIDGE "3DS" DWG. E308. (4 SHAFTS PER No. 39)		
72	1 SET of 4.	INSTALL (4) 72" DIAMETER CONCRETE DRILLED SHAFT FOUNDATIONS AS PER DRAWING 118216-F1 AND AMERICAN BRIDGE "3DS" DWG. E308. (4 SHAFT PER No. 94)		
73	1 SET of 4.	INSTALL (4) 72" DIAMETER CONCRETE DRILLED SHAFT FOUNDATIONS AS PER DRAWING 118216-F1 AND AMERICAN BRIDGE "3DS" DWG. E308. (4 SHAFT PER No. 104)		
74	1 SET of 4.	INSTALL (4) 72" DIAMETER CONCRETE DRILLED SHAFT FOUNDATIONS AS PER DRAWING 118216-F1 AND AMERICAN BRIDGE "3DS" DWG. E308. (4 SHAFT PER No. 105)		
75	1 SET of 4.	INSTALL (4) 72" DIAMETER CONCRETE DRILLED SHAFT FOUNDATION AS PER DRAWING 118216-F1 AND AMERICAN BRIDGE "EMOD" DWG. E308. (4 SHAFTS PER No. 111)		
		FT. EXTRA EXCAVATION IN SOIL FOR 72" DIAMETER PIER. (UNIT PRICE PER LINEAR FOOT)		
		FT. EXTRA EXCAVATION IN ROCK FOR 72" DIAMETER PIER. (UNIT PRICE PER LINEAR FOOT)		
		FT. EXTRA EXCAVATION IN ROCK FOR 24" DIAMETER HOLE.		
		FT. EXTRA EXCAVATION IN ROCK FOR 30" DIAMETER HOLE.		
		FT. EXTRA EXCAVATION IN ROCK FOR 36" DIAMETER HOLE.		
PAGE TOTAL				

**ASSOCIATED UNITS
INVESTMENT**

**KNOB CREEK – TIP TOP 138 KV LINE
&
TIP TOP – CLOVERPORT 138 KV LINE
&
TIP TOP – BRANDENBURG 69 KV LINE**

Construction Units
Knob Creek – Tip Top 138 KV Line &
Tip Top – Cloverport 138 KV Line
Tip Top – Branden Burg 69 KV Line

Contractor:
Page 1 of 2

Item	Quantity	Description Install	Unit Price	Totals
INVESTMENT				
1	2	50 FT WOOD POLE, CLASS H1 (1 PER STR No. 1A & 1B)		
2	2	55 FT WOOD POLE, CLASS H1 (2 PER STR No. 143)		
3	2	60 FT WOOD POLE, CLASS H1 (1 PER STR No. 1A & 1B)		
4	2	80 FT WOOD POLE, CLASS H1 (2 PER STR No. 216)		
5	1	65 FT WOOD POLE CLASS 1 (1 PER STR No. 8A)		
6	6	30 FT CROSSARM, WOOD (2 PER STR No's 143, 1A & 216)		
7	3	H-FRAME POLE GROUND REF DRWG No. A-3-5.1 (1 PER STR No's 143, 1A & 216)		
8	3	X-BRACE, WOOD (14'-6" SPACING) (1 PER STR No's 143, 1A & 216)		
9	2	7/16" STATIC WIRE DEAD END ASSEMBLY (2 PER STR No's 143)		
10	12	138KV DEAD END INSULATOR ASSEMBLY (6 PER STR No's 143 & 1A)		
11	12	7/16" DOWN GUY, INSULATED TO INCLUDE POLE BANDS (4 PER STR No's 143) (6 PER STR No. 1A) (2 PER STR No. 8A)		
12	10	6 FT LOG ANCHOR, COMPLETE (4 PER STR No's 143 & 1A) (2 PER STR No. 8A)		
13	1	A-3-10.7 FRAME SET (1 PER STR No. 216)		
14	9	STRING OF 8-10" SUSPENSION INSULATOR REF DRWG No. D5-04 (3 PER STR No. 143, 1A & 216)		
PAGE TOTAL				

Construction Units
Knob Creek - Tip Top 138 KV Line &
Tip Top - Cloverport 138 KV Line
Tip Top - Branden Burg 69 KV Line

Contractor:
 Page 2 of 2

15	1	7/16" STATIC WIRE SUSPENSION ASSEMBLY (1 PER STR No. 216)		
16	1	OPGW SUSPENSION ASSEMBLY (1 PER STR No. 216)		
17	2.5824	MILES OF 3-954.0 KCMIL 45/7 ACSR, COMPLETE. BETWEEN STR No. 111 & STR No. 133)		
18	3	88 KV HORIZONTAL POST ASSEMBLY WITH BRACKET RE DRWG No. 118216-D6 (1 PER STR No. 8A)		
19	1	SINGLE POLE WOOD GROUND ASSEMBLY (1 PER STR No. 8A)		
PAGE TOTAL				

**ASSOCIATED UNITS
RETIREMENT
TIP TOP – CLOVERPORT 138 KV LINE**

Construction Units
Tip Top - Cloverport 138 KV Line

Contractor:
Page 1 of 2

Item	Quantity	Description	Unit Price	Totals
		REMOVE / REMOVAL		
1	6	55 FT WOOD POLE (2 PER STR No's 236, 232 & 217)		
2	3	60 FT STEEL POLE (3 PER STR No. 224)		
3	8	60 FT WOOD POLE (2 PER STR No's 229, 225, 218A & 218)		
4	2	65 FT STEEL POLE (2 PER STR No. 223)		
5	14	65 FT STEEL POLE (2 PER STR No's 237, 234, 233, 228, 220, 219 & 217)		
6	1	70 FT STEEL POLE (1 PER STR No. 227)		
7	13	70 FT WOOD POLE (1 PER STR No. 227) (2 PER STR No's 225, 230, 226, 222, 221 & 215)		
8	2	75 FT WOOD POLE (2 PER STR No. 231)		
9	43	POLE BUTT GROUND (1 PER STR No. 227) (2 PER STR No's 237-228, 226, 225, 222-219, 218A & 218-215)		
10	24	CROSS ANGLE TIE (17'-0" SPACING) (1 PER STR No's 237-219, 218A & 218-215)		
11	25	32'-0" WOOD CROSS ARM (1 PER STR No's 237-234, 232-219, 218A & 218-215) (2 PER STR No. 233)		
12	50	KNEE BRACE, WOOD (2 PER STR No's 237-234, 232-219, 218A & 218-215) (4 PER STR No. 233)		
13	24	X-BRACE, WOOD (15'-6" SPACING) (1 PER STR No's 237-219, 218A & 218-215)		
14	23	SUSPENSION CLAMP FOR 7/16" H.S.S. (1 PER STR No's 237-225, 223-219, 218A & 218-215)		
15	2	STRAIN CLAMP FOR 7/16" H.S.S. (2 PER STR No. 224)		

Construction Units
Tip Top – Cloverport 138 KV Line

Contractor:
Page 2 of 2

16	23	SUSPENSION CLAMP OPGW (1 PER STR No's 237-225, 223-219, 218A & 218-215)		
17	2	STRAIN CLAMP FOR OPGW (2 PER STR No. 224)		
18	69	STRING OF 8-10" SUSPENSION INSULATOR (3 PER STR No's 237-234, 232-219, 218A & 218-215)		
19	9	STRING OF 10-10" SUSPENSION INSULATOR (3 PER STR No. 233) (6 PER STR No. 224)		
20	16	DOWN GUY, COMPLETE (6 PER STR No. 233) (10 PER STR No. 224)		
21	15	ANCHOR (REMOVED 18" BELOW GROUND) (5 PER STR No's 233) (10 PER STR No. 244)		
22	72	SUSPENSION CLAMP FOR 397.5 KCMIL 26/7 ACSR (3 PER STR No's 237-219, 218A & 218-215)		
23	6	STRAIN CLAMP FOR 397.5 KCMIL 26/7 ACSR (6 PER STR No. 224)		
24	2.5824	MILES OF 1-7/16" H.S. SHIELD WIRE, COMPLETE BETWEEN STR No. 237 & STR No. 215		
25	2.5824	MILES OF 3-397.5 KCMIL 26/7 ACSR, COMPLETE BETWEEN STR No. 237 & STR No. 215)		
26	2.5824	MILES OF 1-OPGW SHIELD WIRE, COMPLETE BETWEEN STR No. 237 & STR No. 215		
PAGE TOTAL				

**ASSOCIATED WORK
INSTALL
TIP TOP -BRANDENBURG 69 KV LINE**

Construction Units
Tip Top - Brandenburg 69 KY Line

Contractor:
Page 1 of 1

Item	Quantity	Description	Unit Price	Totals
		INSTALL		
1	1	50' WOOD POLE (1 PER STR No. 1A)		
2	1	60' WOOD POLE (1 PER STR No. 1A)		
3	2	30 FT CROSS ARM (2 PER STR No. 1A)		
4	1	X-BRACE WOOD (14'-6" SPACING) (1 PER STR No. 1A)		
5	6	138 KV SINGLE STRING INSULATOR DEAD END ASSEMBLY (6 PER STR No. 1A)		
6	2	OPGW DEAD END ASSEMBLY (2 PER STR No. 1A)		
7	6	7/16" E.H.S.S. DOWN GUY (6 PER STR No. 1A)		
8	4	6 FT LOG ANCHORS (4 PER STR No. 1A)		
9	1	H-FRAME GROUND (1 PER STR No. 1A)		
		PAGE TOTAL		

**ASSOCIATED WORK
REMOVE
TIP TOP -BRANDENBURG 69 KV LINE**

Construction Units
Tip Top - Brandenburg 69 KV Line

Contractor:
Page 1 of 1

Item	Quantity	Description	Unit Price	Totals
		REMOVE / REMOVAL		
1	0.3763	MILES OF 1 - 8 M CW 7 STRAND SHIELD WIRE, COMPLETE TO INCLUDE CLAMPS, DAMPERS, AND ASSOCIATED HARDWARE BETWEEN STR No's 1A & STR No. 8		
		PAGE TOTAL		

**ASSOCIATED WORK
TIP TOP -BRANDENBURG 69 KV LINE
(MAINTENANCE)**

Construction Units
Tip Top - Brandenburg 69 KV Line

Contractor:
Page 1 of 1

Item	Quantity	Description	Unit Price	Totals
MAINTENANCE				
1	5	TOP EXISTING TRANSMISSION POLE TO WITHIN 1'-6" OF CONDUCTOR INSULATOR ATTACHMENT POINT TO INCLUDE INSTALLATION OF POLE CAP (1 PER STR No's 1A, 5, 6, 7 & 8)	██████████	██████████
PAGE TOTAL				██████████



**Irby Construction Company
Policy for T & E Work**

Effective January 1, 2007 to December 31, 2007

Kentucky Utilities

All Inclusive Labor and Equipment Rates. The all-inclusive rates identified on the attached sheets reflect the cost of labor and equipment for T&E work. These rates are all inclusive of payroll taxes, insurance, overhead and profit.

Work Hours. Application of labor rates are as follows:

Straight Time Rates apply for the first forty hours worked in one week. Our workweek begins on Monday at 12:01 a.m.

Overtime Rates apply for all hours worked over 40 in one week.

Double-Time Rates apply for work performed on Sundays and holidays.

Inclement Weather. Between the hours of 6:30 a.m. - 8:30 a.m., if crews show up at the job site and it is determined by the Owner's Representative and Irby's Foreman that work can not be performed due to inclement weather, our crews are entitled to two hours of pay. Time incurred past 8:30 a.m. shall be paid based on actual hours at the job site and approved by the Owner.

Per Diem. Per diem is included in the hourly labor rates.

Tools. Small tools with a value less than \$1,000.00 are included in the hourly labor rates. Tools with a value greater than \$1,000.00 are subject to an hourly rate charge.

Equipment. All equipment that is mutually agreed upon to be assigned to T&E Work will be paid at the appropriate hourly rates shown on the attached Equipment Rental Rates Sheet and will be paid the same hours as the crew works with a minimum of 40 hours per week. These rates are all inclusive of fuel, maintenance, spare parts, oil, overhead and profit. These rates are based on the current average fuel cost per gallon. Irby reserves the right to seek an increase in equipment rates due to fuel escalations above this average.

Non-owned and specialty equipment will be billed at cost plus 30% for fuel, maintenance and insurance.

Subcontractor. Invoices for subcontractor services required in the performance of T&E Work will be billed to the owner at actual cost, plus 15%.

Materials. All contractor-furnished materials required in the performance of T&E Work will be billed to the owner at actual cost, including freight, plus 15% to cover handling.



IRBY CONSTRUCTION COMPANY
LABOR RATES FOR COST PLUS WORK*
Effective January 1, 2007 to December 31, 2007

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>		
	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>
Superintendent	████████	████████	████████
Assistant Superintendent	████████	████████	████████
Safety Coordinator	████████	████████	████████
General Line Foreman	████████	████████	████████
Foreman	████████	████████	████████
Lineman, Journeyman	████████	████████	████████
Apprentice Lineman, 4th Yr.	████████	████████	████████
Apprentice Lineman, 3rd Yr.	████████	████████	████████
Apprentice Lineman, 2nd Yr.	████████	████████	████████
Apprentice Lineman, 1st Yr.	████████	████████	████████
Operator	████████	████████	████████
Truck Driver	████████	████████	████████
Mechanic	████████	████████	████████
Groundman	████████	████████	████████

*These rates are all inclusive of benefits, small tools, payroll taxes, insurance, overhead and profit. All applicable gross receipts/use taxes will be added to monthly invoices as appropriate. Overtime rates apply for hours over 40 in one week. Double-Time rates apply for work performed on holidays.



Absolute Performance...

**IRBY CONSTRUCTION COMPANY
EQUIPMENT RENTAL RATES•
Effective January 1, 2007 to December 31, 2007**

<u>EQUIPMENT CATEGORY</u>	<u>DESCRIPTION</u>	<u>RATE PER HOUR</u>
001	Passenger Car	\$
008	F250-F350 Conventional Crewcabs	\$
010	1/2 Ton Conventional Pickup	\$
014	1/2 Ton Conventional Supercab Pickup	\$
015	1/2 Ton & 3/4 Ton 4x4 Pickups	\$
017	Mini Van	\$
018	1/2 Ton & 3/4 Ton 4x4 Extendedcab Pickups	\$
019	3-4 Ton & 1 Ton 4x4 Crewcab Pickups	\$
220	1 Ton Conventional Flatbed	\$
224	1 Ton Mechanics Truck	\$
225	1 Ton Service Truck	\$
227	1 Ton 4x4 Flatbed Truck	\$
228	1 Ton 4x4 Crewcab Flatbed	\$
256	1 Ton Mini Bus	\$
412	1 Ton w/35' to 40' Telescopic Articulating Bucket	\$
420	2 Ton 4x2 Conventional Flatbed (F550)	\$
424	2 Ton Mechanics Truck	\$
425	2 Ton Service Truck	\$
428	2 Ton 4x4 Crewcab Flatbed (F550)	\$
502	2-1/2 Ton w/Digger (973) Mounted	\$
504	2-1/2 Ton w/Digger Derrick (972) Mounted	\$
505	2-1/2 Ton w/Tensioner (984 or 986) Mounted	\$
505	2-1/2 Ton w/S&R Fiber Tensioner (984) Mounted	\$
506	2-1/2 Ton w/Puller (983) Mounted	\$
510	2-1/2 Ton Dump Truck	\$
512	2-1/2 Ton w/48' to 55' Material Handler (982) Mounted	\$
512	2-1/2 Ton w/48' to 55' Personnel Bucket (982) Mounted	\$
512	2-1/2 Ton w/65' to 75' Material Handler (982) Mounted	\$
512	2-1/2 Ton w/65' to 75' Personnel Bucket (982) Mounted	\$
514	2-1/2 Ton w/Small Knuckle Boom Hyd. Crane (957) Mounted	\$
514	2-1/2 Ton w/Hyd. Crane (957) Mounted	\$
520	2-1/2 Ton Flatbed Conventional	\$
521	2-1/2 Ton 4x4 Crew Cab	\$

EQUIPMENT**CATEGORY DESCRIPTION****RATE PER
HOUR**

CATEGORY	DESCRIPTION	RATE PER HOUR
524	2-1/2 Ton Mechanics Truck	\$
525	2-1/2 Ton Service Truck	\$
526	2-1/2 Ton Fuel Truck	\$
527	2-1/2 Ton 4x4 Flatbed Truck	\$
528	2 Ton w/Flatbed Dump Body	\$
554	2-1/2 Ton Trailer Toter Truck	\$
604	2-1/2 Ton 4x4 w/Digger Derrick (972) Mounted	\$
612	2-1/2 Ton 4x4 w/48' to 55' Material Handler (982) Mounted	\$
612	2-1/2 Ton 4x4 w/48' to 55' Personnel Bucket (982) Mounted	\$
612	2-1/2 Ton 4x4 w/65' to 75' Material Handler (982) Mounted	\$
612	2-1/2 Ton 4x4 w/65' to 75' Personnel Bucket (982) Mounted	\$
612	2-1/2 Ton 4x4 w/75' Personnel Bucket (982) Mounted	\$
624	2-1/2 Ton 4x4 Mechanics Truck	\$
701	5 Ton Cab & Chassis	\$
702	5 Ton 6x6 Truck w/ Texoma 330 Digger (974) Mounted	\$
702	5 Ton 6x6 Truck w/ Texoma 500 Digger (975) Mounted	\$
702	5 Ton w/Digger (976) Mounted	\$
703	5 Ton w/Specialty (999) Mounted (add cost of 999)	\$
704	5 Ton Truck w/ Transmission Digger Derrick (972) Mounted	\$
705	5 Ton w/Tensioner (989) Mounted	\$
706	5 Ton w/Puller (983 or 985) Mounted	\$
706	5 Ton w/Puller (988) Mounted	\$
709	5 Ton w/Concrete Mixer (964) Mounted	\$
710	5 Ton Dump Truck	\$
711	5 Ton Water Truck	\$
712	5 Ton Truck w/65' to 80' Material Handler (982) Mounted	\$
712	5 Ton Truck w/65' to 80' Personnel Bucket (982) Mounted	\$
712	5 ton Bucket Truck 80' & Up (982) Mounted	\$
712	5 Ton Bucket Truck w/80' to 100' (992) Double Elevator	\$
712	5 ton Bucket Truck 75' & Up "Class A Rating" (982) Mounted	\$
712	5 ton Bucket Truck 105' "Class A Rating" (992) Mounted	\$
713	5 Ton w/Reel stands	\$
714	5 Ton w/hyd. Knuckle Boom Crane (957) Mounted	\$
714	5 Ton w/hyd. 12 to 20Ton Crane (957) Mounted	\$
714	5 Ton w/hyd. 21Ton to 29Ton (957) Mounted	\$
714	5 Ton w/hyd. 30Ton (957) Mounted	\$
714	5 Ton w/hyd. 33-36Ton (957) Mounted	\$
720	5 Ton Box Truck	\$
732	5 Ton 6x6 w/Flatbed	\$
735	5 Ton w/Conductor Hauling Truck	\$

EQUIPMENT

CATEGORY DESCRIPTION

RATE PER HOUR

746	5 Ton Pole Hauler w/Hyd. Crane (957) Mounted	\$
746	5 Ton 6x6 Pole Hauler w/Hyd. Crane (957) Mounted	\$
752	5 Ton Conventional Truck Tractor (Field)	\$
752	5 Ton Conventional Truck Tractor (Jackson)	\$
753	5 Ton 6x6 Truck Tractor	\$
753	10 Ton 6x6 Truck Tractor	\$
901	Office Trailer 8'W X 16'-30' L	\$
901	Office Trailer 10' & 12'W X 40' & 50'L	\$
902	Training Lab	\$
903	Expando Flatbed Trailer	\$
904	Backhoe Trailer	\$
905	Flatbed Trailer	\$
906	Lowboy Trailer- Tandem 20-35Ton	\$
906	Lowboy Trailer- Tri 40-75Ton	\$
907	Single Axle Pole Trailer	\$
907	Single Axle Pole Trailer with Reel Stand and Air Compressor	\$
908	Tandem Axle Pole Trailer	\$
909	Hot Stick Trailer	\$
909	Hot Stick Trailer (Walk In)	\$
909	High Voltage Hot Stick Trailer	\$
910	Reel Stand Trailer (Distribution)	\$
910	Reel Stand Trailer (Transmission)	\$
911	Floatation Trailer	\$
912	Tanker Trailer	\$
913	8' to 18' Enclosed walk in tool trailer	\$
914	40' + Storage van Trailer	\$
915	Utility Trailer	\$
916	Misc. Trailer	\$
917	Tandem Dollie Trailer	\$
919	Mini Excavator	\$
919	3/4 yard excavator	\$
919	Excavator w / Anc installation	\$
920	Backhoe/Loader Dozer	\$
921	Backhoe/Loader 4x2 & 4x4	\$
922	Trencher	\$
924	Front Loader- Small- Bobcat	\$
925	Hydraulic Track Drill- Self Contained	\$
926	Farm Tractor (Small)	\$
926	Farm Tractor w/winch (966) mounted	\$
927	Forklift (small)	\$

EQUIPMENT		RATE PER	
CATEGORY	DESCRIPTION		HOUR
927	Forklift 4x4 (medium)	\$	██████████
927	Forklift (Large)	\$	██████████
928	Air Compressor <250CFM	\$	██████████
929	Air Compressor 250CFM to 400CFM	\$	██████████
932	Bulldozer- Small	\$	██████████
933	Bulldozer- Medium w/winch	\$	██████████
933	Bulldozer- Medium w/winches (966) mounted	\$	██████████
933	Bulldozer- Medium w/digger derrick (972) mounted	\$	██████████
934	Bulldozer- Large w/winch	\$	██████████
934	Bulldozer- Large w/sagging winches (966) mounted	\$	██████████
938	M5 Crawler w/Sleeving Rig	\$	██████████
939	M5 Crawler w/Bell Hanging unit	\$	██████████
940	M4 Crawler w/flatbed	\$	██████████
942	M4 Crawler w/Crane (957) Mounted	\$	██████████
943	M4 Crawler w/Sagging unit (966) mounted	\$	██████████
944	M4 Crawler w/fifth wheel	\$	██████████
945	M4 Crawler w/Texoma 500 Digger (975) Mounted	\$	██████████
945	M4 Crawler w/Texoma 330 Digger (974) Mounted	\$	██████████
946	M4 Crawler w/Anchor Machine	\$	██████████
947	M4 Crawler w/Sleeving Rig Mounted	\$	██████████
948	M4 Crawler w/Hyd Crane (957) Mounted	\$	██████████
952	Nodwell Swamp machine w/Flatbed or dump bed	\$	██████████
952	Komatsu CD110 Tracked Carrier with Dump Body	\$	██████████
952	Nodwell Swamp machine w/60' to 75' Bucket (982) Mounted	\$	██████████
952	Nodwell Swamp machine w/50' Bucket (982) Mounted	\$	██████████
952	Nodwell Swamp machine w/Digger (972) Mounted	\$	██████████
952	FMC Crawler w/Boom (957) mounted	\$	██████████
952	Skidder w/Digger (972) Mounted	\$	██████████
952	Skidder w/Bucket (982) Mounted	\$	██████████
952	Nodwell Swamp machine w/Digger (973 or 974) Mounted	\$	██████████
952	Nodwell Swamp machine w/Digger (976) Mounted	\$	██████████
952	Nodwell 360 Swamp Machine w/National 990U Crane	\$	██████████
955	Rough Terrain Crane- 18 Ton	\$	██████████
955	Rough Terrain Crane- 30Ton	\$	██████████
955	Rough Terrain Crane- 45 Ton	\$	██████████
956	Hydraulic Truck Crane- 85 Ton	\$	██████████
957	Mounted Hyd Crane- 10 Ton to 30 Ton	\$	██████████
958	Motor Grader	\$	██████████
959	Mantis Swamp Crane- 18 Ton	\$	██████████
959	Mantis Swamp Crane- 30 Ton	\$	██████████

EQUIPMENT

CATEGORY DESCRIPTION

RATE PER HOUR

959	Mantis Swamp Crane- 40 Ton	\$
961	Steam Cleaner- Large	\$
964	Mounted Concrete Mixer	\$
966	Power Platform- Shopbuilt	\$
966	4/5 drum Sagging Winches	\$
972	Mounted Digger Derrick	\$
973	Texoma 270 Digger	\$
974	Texoma 330 Digger	\$
975	Texoma 500 Digger	\$
976	Texoma 600 Digger	\$
977	Excavator w/Lodrill	\$
977	Watson 3000 Digger w/carrier	\$
978	Spiraldrill Digger	\$
980	Manlift 40'-50'	\$
980	Manlift 60'-70'	\$
982	Mounted Bucket	\$
983	Single drum puller- Distribution (Trailer Mounted)	\$
983	Single drum puller- Transmission (Trailer Mounted)	\$
983	Shopbuilt Puller	\$
984	Trailer Mounted Static Tensioner W/Reel Carrier	\$
984	Trailer Mounted Non Powered Single Conductor Tensioner	\$
984	Sherman Reilly Puller/Tensioner (Trailer Mounted)	\$
984	Mounted Static Tensioner	\$
985	Mounted Pengo Puller	\$
986	Mounted Pengo Tensioner	\$
987	Pengo Reel Winder	\$
988	Trailer Mounted puller	\$
988	Mounted Large Puller	\$
989	Mounted Medium Tensioner	\$
989	Mounted large Tensioner	\$
990	Aerial Spacer Carts	\$
991	4 Drum Puller- Distribution	\$
991	4 Drum Puller- Transmission	\$
991	4 or 5 Drum Pilot Line Winders	\$
992	Mounted Elevator Bucket	\$
993	V-Grove Puller (5,000# Line Pull)	\$
993	V-Grove Puller (10,000# Line Pull)	\$
994	4 Drum rope puller (mtd) + Truck Cost	\$
997	Small Boat, Motor, and Trailer	\$
997	Air Boat	\$

EQUIPMENT		RATE PER
CATEGORY	DESCRIPTION	HOUR
997	Air Boat trailer	\$ [REDACTED]
998	3 and 4 Wheel ATV	\$ [REDACTED]
998	6 Wheel ATV	\$ [REDACTED]
998	6 Wheel Ranger	\$ [REDACTED]
998	8 Wheel ATV	\$ [REDACTED]
999	Quality Personnel Carrier	\$ [REDACTED]
999	Arrow Board	\$ [REDACTED]
999	Ground Slide	\$ [REDACTED]
999	Hyd. Plate Compactor for Backhoe Mtd.	\$ [REDACTED]
999	Welder Trailer Mounted	\$ [REDACTED]
999	Network Analyzer	\$ [REDACTED]
999	Down Hole Hammer for Texoma Mounting	\$ [REDACTED]
999	75KW Generator	\$ [REDACTED]
999	Road Sweeper	\$ [REDACTED]
999	Cable Plow W/Case 760 Trencher	\$ [REDACTED]
999	Barge- 12' x 27'	\$ [REDACTED]
999	Stanley Hyd. Breaker for Backhoe Mtd.	\$ [REDACTED]
999	Power Mulcher	\$ [REDACTED]
999	Vaccum Excavator	\$ [REDACTED]
999	Shopbuilt dump body asy.	\$ [REDACTED]
999	Athey track	\$ [REDACTED]
999	Car Hauler Trailer	\$ [REDACTED]
999	Marsh Master Swamp Buggie	\$ [REDACTED]
999	Light Tower	\$ [REDACTED]
999	RockRam Hydraulic Breaker for Excavator Mtd.	\$ [REDACTED]
999	Backyard Mini Digger Derrick	\$ [REDACTED]
999	DitchWitch Walk Behind Trencher	\$ [REDACTED]
999	Anchor Installation/Testing Machine	\$ [REDACTED]
999	Marsh Buggie 33,000# Swamp Machine	\$ [REDACTED]
999	Trailer w/Mounted Fuel Tanks	\$ [REDACTED]
999	Mantis Aerial Work Platform	\$ [REDACTED]
999	500# Robotic Arm	Call for Rate
999	1000# Robotic Arm	Call for Rate

- Rates include fuel, maintenance, spare parts, oil, overhead and profit. These rates are based on the current average fuel cost per gallon. Irby reserves the right to seek an increase in equipment rates due to fuel escalations above this average. All applicable gross receipts/use taxes will be added to monthly invoices as appropriate.
- * Rates for this equipment are included in the rate of the base unit on which it is mounted.

**THE INFORMATION ON THIS PAGE HAS
BEEN FILED UNDER SEAL FOR
CONFIDENTIAL PROTECTION**

**GENERAL SERVICES AGREEMENT
E.ON U.S. SERVICES INC. AND AFFILIATES**

This General Services Agreement (this "General Services Agreement") is made this ___ day of _____, 200__ by and between E.ON U.S. Services Inc. ("E.ON U.S. Servco Inc.") and its "Affiliates" (as defined below) and Irby Construction Company ("Contractor").

WHEREAS, Contractor desires the opportunity to provide goods and/or services to E.ON U.S. Servco Inc. and its Affiliates from time to time, and E.ON U.S. Servco Inc. and its Affiliates desire the opportunity to engage Contractor to provide such goods and/or services; and

WHEREAS, the parties intend that this General Services Agreement sets forth the exclusive set of terms and conditions which shall govern the performance of the "Work" (as defined below) by Contractor for E.ON U.S. Servco Inc. and/or any of its Affiliates should E.ON U.S. Servco Inc. and/or any of its Affiliates engage Contractor to provide Work.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 **Affiliate:** "Affiliate" shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or under common control with E.ON U.S. Servco Inc. and shall include, without limitation, Louisville Gas and Electric Company, Kentucky Utilities Company, and Western Kentucky Energy Corp.
- 1.02 **Agreement:** "Agreement" shall mean this General Services Agreement, along with any "Statements of Work" (as defined below) issued by Company or executed by the parties in accordance with Article 2, or other agreed collateral document pursuant to which the Work is to be performed.
- 1.03 **Applicable Laws:** "Applicable Laws" shall mean any and all applicable federal, state, or local laws, regulations, codes, ordinances, administrative rules, court orders, permits or executive orders.
- 1.04 **Contract Price:** "Contract Price" shall mean the aggregate of the particular consideration set forth in one or more purchase orders or other Statements of Work or as otherwise agreed upon. Unless otherwise agreed in writing, the Contract Price includes all applicable taxes, duties, fees, and assessments of any nature, including without limitation all sales and use taxes, due to any governmental authority with respect to the Work.
- 1.05 **Contractor:** "Contractor" shall mean the entity designated as the "Contractor" in the opening paragraph of this Agreement.
- 1.06 **Company:** "Company" shall mean E.ON U.S. Servco Inc. and/or any of its Affiliates as appropriate based on which entity is the party to the applicable purchase order or other binding document. The rights and obligations of E.ON U.S. Servco Inc. and each of its Affiliates hereunder shall be limited to the extent of such party's proportionate utilization of Contractor's services hereunder.
- 1.07 **E.ON U.S. Servco Inc.:** "E.ON U.S. Servco Inc." shall mean E.ON U.S. Services Inc., a Kentucky corporation.
- 1.08 **Statements of Work:** "Statements of Work" shall mean any specifications, instructions, drawings, schedules, purchase orders, contracts, scopes of work, and/or statements of work.
- 1.09 **Work:** "Work" shall include those services and/or goods set forth in this Agreement.

ARTICLE 2 SCOPE; BINDING EFFECT

[Revised 12/01/2005 nl]

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Unless otherwise agreed in a writing executed by each of the parties which evidences a clear intention to supercede this Agreement, the parties intend that this Agreement apply to all transactions which may occur between E.ON U.S. Servco Inc. and/or any of its Affiliates on one hand and Contractor on the other hand during the term of this Agreement and which are related to the provision of goods and/or services by Contractor for the benefit of E.ON U.S. Servco Inc. or any of its Affiliates. Neither E.ON U.S. Servco Inc. nor any of its Affiliates makes

any commitment to Contractor as to the exclusiveness of this relationship or as to the volume, if any, of business E.ON U.S. Servco Inc. or its Affiliates will do with Contractor. The parties do, however, anticipate that the parties will agree from time to time for the performance of Work by Contractor. Such agreement for the provision of Work shall be reflected by (a) each of the parties executing a mutually acceptable Statement of Work under this Agreement or (b) Company providing a purchase order or other Statement of Work to Contractor and Contractor accepting such purchase order or other Statement of Work (including by commencing performance pursuant to such purchase order or other Statement of Work). In the event Company provides a purchase order or other Statement of Work to Contractor and Contractor commences performance, unless such purchase order or other Statement of Work expressly provides otherwise, Contractor hereby agrees to the formation of a binding agreement as described in the purchase order or other Statement of Work upon Contractor's commencement of performance, waives any argument that it might otherwise have under Applicable Laws that the purchase order should have been executed by each of the parties to be enforceable and further agrees to not contest the enforceability of such purchase order or other Statement of Work on those grounds, and agrees to not contest the admissibility of Company's records related to such purchase order or other Statement of Work that are kept in the ordinary course by Company. In addition, in no event shall the terms and conditions of any proposal, purchase order or other Statement of Work, acknowledgement, invoice, or other document unilaterally issued by Contractor be binding upon Company without Company's explicit written acceptance thereof. Any Work performed by Contractor without Company's binding commitment for such Work either via a duly executed or accepted purchase order or other Statement of Work under this Agreement shall be at Contractor's sole risk and expense, and Company shall have no obligation to pay for any such Work.

ARTICLE 3 CONDITIONS AND RISKS OF WORK

Unless the applicable Statement of Work expressly provides otherwise, Contractor agrees that before beginning any Work Contractor shall carefully examine all conditions relevant to such Work and its surroundings, and, unless Contractor notifies Company in writing that it will not perform the Work under such conditions, Contractor shall assume the risk of such conditions and shall, regardless of such conditions, the expense, or difficulty of performing the Work, fully complete the Work for the stated Contract Price applicable to such Work without further recourse to Company. If Contractor objects to performing the work as set forth in the preceding sentence, Company may, at its option, authorize changes under the process described below in Article 4 or terminate this Agreement with respect to the Work involved without any liability to Contractor. Without limiting the foregoing, Contractor specifically recognizes that Company and other parties may be working concurrently at the site. Information on the site of the Work and local conditions at such site furnished by Company in specifications, drawings, or otherwise is made without representation or warranty of any nature by Company, is not guaranteed by Company, and is furnished solely for the convenience of Contractor. All drawings and other documents, if any, required to be submitted to Company for review shall be submitted in accordance with the mutually agreed to schedule, and, if no schedule applies, such drawings or other documents shall be submitted by Contractor without unreasonable delay. No Work affected by such drawings and other documents shall be started until Contractor is authorized to do so by Company. In case of a conflict between or within instructions, specifications, drawings, schedules, purchase order(s) and/or other Statements of Work, Company shall resolve such conflict; and Company's resolution shall be binding on Contractor.

ARTICLE 4 COMPANY CHANGES IN WORK

The scope of and conditions applicable to the Work shall be subject to changes by Company from time to time. Such changes shall only be enforceable if documented in a writing executed by Company. Except as otherwise specifically set forth in this Agreement, changes in the scope of or conditions applicable to the

Work may result in adjustments in the Contract Price and/or the Work schedule in accordance with this Article 4. If Contractor believes that adjustment of the Contract Price or the Work schedule is justified, whether as a result of a change made pursuant to this Article or as a result of any other circumstance, then Contractor shall (a) give Company written notice of its claim within five (5) business days after receipt of notice of such change or the occurrence of such circumstances and (b) shall supply a written statement supporting Contractor's claim within ten (10) business days after receipt of notice of such change or occurrence of such circumstances, which statement shall include Contractor's detailed estimate of the effect on the Contract Price and/or the Work schedule. Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Company shall not be bound to any adjustments in the Contract Price or the Work schedule unless expressly agreed to by Company in writing. Company will not be liable for, and Contractor waives, any claims of Contractor that Contractor knew or should have known and that were not reported by Contractor in accordance with the provisions of this Article.

ARTICLE 5 FORCE MAJEURE

Neither party shall be liable to the other for any damages for any failure to perform or for any delays or interruptions beyond that party's reasonable control in performing any of its obligations under this Agreement due to acts of God, fires, floods, earthquakes, riots, war, acts of terrorism, civil insurrection, acts of the public enemy, or acts or failures to act of civil or military authority, unless the time to perform is expressly guaranteed. Contractor shall advise Company immediately of any anticipated and actual failure, delay, or interruption and the cause and estimated duration of such event. Any such failure, delay, or interruption, even though existing on the date of this Agreement or on the date of the start of the Work, shall require Contractor to within five (5) days submit a recovery plan detailing the manner in which the failure, delay, or interruption shall be remedied and the revised schedule. Contractor shall diligently proceed with the Work notwithstanding the occurrence thereof. This Article shall apply only to the part of the Work directly affected by the particular failure, delay, or interruption, and shall not apply to the Work as a whole or any other unaffected part thereof.

ARTICLE 6 CONTRACTOR DELAYS

Time is an important and material consideration in the performance of this Agreement by Contractor. Contractor agrees to cooperate with Company in scheduling the Work so that the project and other activities at Company's site will progress with a minimum of delays. Company shall not be responsible for compensating Contractor for any costs of overtime or other premium time work unless Company has provided separate prior written authorization for additional compensation to Contractor, and, if Company provides such written authorization, such additional compensation shall be limited to Contractor's actual cost of the premium portion of wages, craft fringe benefits, and payroll burdens. Contractor shall be liable for all failures, delays, and interruptions in performing any of its obligations under this Agreement which are not (a) caused by Company and reported in accordance with Article 4, (b) excused by Article 5, or (c) directed by Company pursuant to Article 7. Contractor shall, without adjustment to completion date or Contract Price, be obligated to make up time lost by such failures, delays, or interruptions. Company may suspend payments under this Agreement during the period of any such failure, delay, or interruption.

ARTICLE 7 COMPANY EXTENSIONS

Company shall have the right to extend schedules or suspend the Work, in whole or in part, at any time upon written notice to Contractor (except that in an emergency or in the event that Company identifies any safety concerns, Company may require an immediate suspension upon oral or written notice to Contractor). Contractor shall, upon receipt of such notice, immediately suspend or delay the Work. Contractor shall resume any suspended Work when directed by Company. If Contractor follows the requirements of Article 4, a mutually agreed equitable adjustment to the Contract Price or to the schedules for payments and performance of the remaining Work may be made to reflect Company's extension of schedules or suspension of the Work. Contractor shall provide Company all information Company shall request in connection with determining the amount of such equitable adjustment.

ARTICLE 8 INSPECTING, TESTING, AND AUDITING

[Revised 12/01/2005 n]

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8.01 Right of Inspecting and Testing: Company reserves the right, but shall not be obligated, to appoint representatives to follow the progress of the Work with authority to suspend any Work not in compliance with this Agreement. The appointment, or absence of an appointment, of such representatives by Company shall not have any effect on warranties. Acceptance or approval by Company's representative shall not be deemed to constitute final acceptance by Company, nor shall Company's inspection relieve Contractor of responsibility for proper performance of the Work. Inspection by Company's representative shall not be deemed to be supervision or direction by Company of Contractor, its agents, servants, or employees, but shall be only for the purpose of attempting to ensure that the Work complies with this Agreement. In the event Contractor fails to provide Company with reasonable facilities and access for inspection when advised, and if in the opinion of Company it becomes necessary to dismantle the Work for such inspection, then Contractor shall bear the expenses of such dismantling and reassembly.

8.02 Right of Auditing: Contractor shall maintain complete records relating to any cost-based (i.e., Work not covered by firm prices) components of the Work billed under this Agreement or relating to the quantity of units billed under any unit price provisions of this Agreement (all the foregoing hereinafter referred to as "Records") for a minimum of five years following the latest of performance of, delivery to Company of, or payment by Company for, such Work or units. All such Records shall be open to inspection and subject to audit and reproduction during normal working hours, by Company or its authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, time sheets, or claims based on Contractor's actual costs incurred in the performance or delivery of Work under this Agreement. For the purpose of evaluating or verifying such actual or claimed costs, Company or its authorized representative shall have access to said Records at any time, including any time after final payment by Company to Contractor pursuant to this Agreement. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. Company or its authorized representative shall have access, during normal working hours, to all necessary Contractor facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. Company shall give Contractor reasonable notice of intended audits. The rights of Company set forth in this paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 9 COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING

9.01 Applicable Laws and Safety: Contractor agrees to protect its own and its subcontractors' employees and be responsible for their Work until Company's acceptance of the entire project and to protect Company's facilities, property, employees, and third parties from damage or injury. Contractor shall at all times be solely responsible for complying with all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Work and for obtaining (but only as approved by Company) all permits and approvals necessary to perform the Work. Without limiting the foregoing, Contractor agrees to strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed, as well as Company's Code of Business Conduct (Contractor hereby acknowledges receipt of a copy of such Code of Business Conduct and Company's safety rules) and any other rules and regulations that may be issued by Company from time to time, which are incorporated herein by reference. Contractor shall maintain the Work site in a safe and orderly condition at all times. Company shall have the right but not the obligation to review Contractor's compliance with safety and cleanup measures. In the event Contractor fails to keep the work area clean, Company shall have the right to perform such cleanup on behalf of, at the risk of and at the expense of Contractor.

9.02 Hazards and Training: Contractor shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in first-class condition, suitable for performance of the Work. Such personnel shall be skilled and properly trained to perform the Work and recognize all hazards associated with the Work. Without limiting the foregoing, Contractor shall participate in any safety orientation or other of Company's familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by Company. Contractor shall accept all equipment.

structures, and property of Company as found and acknowledges it has inspected the property, has determined the hazards incident to working thereon or thereabouts, and has adopted suitable precautions and methods for the protection and safety of its employees and the property.

9.03 Drug and Alcohol: No person will perform any of the Work while under the influence of drugs or alcohol. No alcohol may be consumed within four (4) hours of the start of any person's performance of the Work or anytime during the workday. A person will be deemed under the influence of alcohol if a level of .02 percent blood alcohol or greater is found. In addition to the requirements of the drug testing program, as set forth in Company's rules and regulations, all persons who will perform any of the Work will be subject to drug and alcohol testing under either of the following circumstances: (i) where the person's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person; and (ii) where Company determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any Work until the test results are established. Contractor shall be solely responsible for administering and conducting drug and alcohol testing, as set forth herein, at Contractor's sole expense. As applicable and in addition to any other requirements under this Agreement, Contractor shall develop and strictly comply with any and all drug testing requirements as required by Applicable Laws.

ARTICLE 10 STATUS OF CONTRACTOR

Company does not reserve any right to control the methods or manner of performance of the Work by Contractor. Contractor, in performing the Work, shall not act as an agent or employee of Company, but shall be and act as an independent contractor and shall be free to perform the Work by such methods and in such manner as Contractor may choose, doing everything necessary to perform such Work properly and safely and having supervision over and responsibility for the safety and actions of its employees and the suitability of its equipment. Contractor's employees and subcontractors shall not be deemed to be employees of Company. Contractor agrees that if any portion of Contractor's Work is subcontracted, all such subcontractors shall be bound by and observe the conditions of this Agreement to the same extent as required of Contractor. In such event, Company strongly encourages the use of Minority Business Enterprises, Women Business Enterprises, and Disadvantaged Business Enterprises, as defined under federal law and as certified by a certifying agency that Company recognizes as proper.

ARTICLE 11 LABOR HARMONY; EQUAL EMPLOYMENT OPPORTUNITY

11.01 Labor Harmony: Contractor agrees that all labor employed by Contractor, its agents, or subcontractors for Work on the premises of Company shall be in harmony with all other labor being used by Company or other contractors working on Company's premises. Contractor agrees to give Company immediate notice of any threatened or actual labor disputes and will provide assistance as determined necessary by Company to resolve any such dispute. Contractor, its agents, or subcontractors shall remove from Company's premises any person objected to by Company in association with the Work.

11.02 Equal Employment Opportunity: To the extent applicable, Contractor shall comply with all of the following provisions, which are incorporated herein by reference: (i) Equal Opportunity regulations set forth in 41 CFR § 60-1.4(a) and (c), prohibiting employment discrimination against any employee or applicant because of race, color, religion, sex, or national origin; (ii) Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR § 60-250.4 relating to the employment and advancement of disabled veterans and Vietnam era veterans; (iii) Rehabilitation Act regulations set forth in 41 CFR § 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment; (iv) the clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC § 637(d)(3); and (v) the subcontracting plan requirement set forth in 15 USC § 637(d).

ARTICLE 12 INDEMNITY BY CONTRACTOR

Contractor shall indemnify, defend, and hold harmless Company, its directors, officers, employees, and agents, from any and all damage, loss, claim, demand, suit, liability, penalty, or forfeiture of every kind and nature, including but not limited to attorneys' fees and expenses and other costs and expenses of defending

against the same and payment of any settlement or judgment therefore, by reason of (a) bodily and other personal injuries to or deaths of persons, (b) damages to tools or equipment owned or leased by Company, (c) damages to other property, (d) the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment, (e) violations of any Applicable Laws, or (f) infringement of patent, copyright, trademark, trade secret, or other property right, to the extent resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, subcontractors, or other representatives or otherwise from performance of this Agreement, whether suffered directly by Company or indirectly by reason of third party claims, demands, or suits. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement.

ARTICLE 13 ENVIRONMENTAL

13.01 Control: As required under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and certain other Applicable Laws, Contractor or its subcontractors shall provide Material Safety Data Sheets ("MSDS") covering any hazardous substances and materials furnished under or otherwise associated with the Work under this Agreement. Contractor and its subcontractors shall provide Company with either copies of the applicable MSDS or copies of a document certifying that no MSDS are required under any Applicable Laws in effect at the worksite. No asbestos or lead containing materials shall be incorporated into any Work performed by Contractor or otherwise left on the Work site without the prior written approval of Company. Contractor and its subcontractors shall be solely responsible for determining if any chemical or material furnished, used, applied, or stored or Work performed under this Agreement is subject to any Applicable Laws.

13.02 Labeling: Contractor and its subcontractors shall label hazardous substances and materials and train their employees in the safe usage and handling of such substances and materials as required under any Applicable Laws.

13.03 Releases: Contractor and its subcontractors shall be solely responsible for the management of any petroleum or hazardous substances and materials brought onto the Work site and shall prevent the release of petroleum or hazardous substances and materials into the environment. All petroleum or hazardous substances and materials shall be handled and stored according to Contractor's written Spill Prevention Control and Countermeasures Plan or Best Management Practices Plan as defined under the provisions of the Clean Water Act, as amended, if either such Plan must be maintained pursuant to Applicable Laws. Contractor shall provide secondary containment for the storage of petroleum or hazardous substances and materials. The prompt and proper clean-up of any spills, leaks, or other releases of petroleum or hazardous substances and materials resulting from the performance of the Work under this Agreement and the proper disposal of any residues shall be Contractor's sole responsibility, but Contractor shall give Company immediate notice of any such spills, leaks, or other releases. Contractor shall be solely responsible for the storage, removal, and disposal of any excess or unused quantities of chemicals and materials which Contractor causes to be brought to the Work site.

13.04 Generated Wastes: Unless Company and Contractor expressly agree otherwise in writing, Contractor and its subcontractors shall be solely responsible for any wastes generated in the course of the Work, and Contractor shall handle, store, and dispose of such wastes in accordance with any Applicable Laws.

13.05 Survival: The obligations set forth in this Article shall survive termination or expiration of this Agreement.

ARTICLE 14 INSURANCE

14.01 Contractor's Insurance Obligation: Contractor shall provide and maintain, and shall require any subcontractor to provide and maintain the following insurance (and, except with regard to Workers' Compensation, naming Company as additional insured and waiving rights of subrogation against Company and Company's insurance carrier(s)), and shall submit evidence of such coverage to Company prior to the start of the Work:

- (a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - 1) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the Work is performed;

- 2) Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - 3) Thirty (30) Day Cancellation Clause; and
 - 4) Broad Form All States Endorsement.
- (b) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) General Aggregate; One Million Dollars (\$1,000,000) Products/Completed Operations Aggregate; One Million Dollars (\$1,000,000) Personal and Advertising Injury, and including:
- 1) Thirty (30) Day Cancellation Clause;
 - 2) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Contractor under this Agreement;
 - 3) Broad Form Property Damage; and
 - 4) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- (c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of One Million Dollars (\$1,000,000) each occurrence with respect to Contractor's vehicles assigned to or used in performance of Work under this Agreement.
- (d) Umbrella/Excess Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence; Two Million Dollars (\$2,000,000) aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
- (e) If any fixed wing or rotor craft aircraft will be used by Contractor in performing the Work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of Five Million Dollars (\$5,000,000) including passenger liability coverage.
- (f) If engineering or other professional services will be provided by Contractor, then Professional Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).

14.02 Quality of Insurance Coverage: The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the state where the Work will be performed and either satisfactory to Company or having a Best Rating of not less than A-. These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attn: Manager, Supply Chain, E.ON U.S. Services Inc., P.O. Box 32020, Louisville, KY 40232.

14.03 Implication of Insurance: Company reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Company shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of any deficiencies in such documents. Any receipt of such documents or their review by Company shall not relieve Contractor from or be deemed a waiver of Company's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.

14.04 Other Notices: Contractor shall provide notice of any accidents or claims at the Work site to Company's Manager, Risk Management at E.ON U.S. Services Inc., P.O. Box 32030, Louisville, KY 40232 and Company's site authorized representative.

ARTICLE 15 WARRANTIES

Contractor warrants that:

- (a) the Work will conform to any applicable Statement of Work; and any materials supplied in connection therewith shall be new, unused, and free from defect;
- (b) the Work will be suitable for the purposes specified by Company and will conform to each statement, representation, and description made by Contractor to Company;

[Revised 12/01/2005 nl]

- (c) the Work is not and shall not be subject to any encumbrance, lien, security interest, patent, copyright or trademark claims, infringements, or other defects in title; and
- (d) any labor or services performed pursuant to this Agreement shall be performed in a competent, diligent, and timely manner in accordance with the highest professionally accepted standards.

Contractor shall respond in writing to any warranty claim by Company within five (5) business days of the delivery of notice of such claim to Contractor.

ARTICLE 16 OWNERSHIP OF INTELLECTUAL PROPERTY: PATENTS

16.01 Ownership: All inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Contractor conceives, develops, or begins to develop, either alone or in conjunction with Company or others, in connection with the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Contractor shall promptly execute all applications, assignments, and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof.

16.02 Royalties and License Fees: Contractor shall pay all royalties and license fees which may be payable on account of the Work or any part thereof. In case any part of the Work is held in any suit to constitute infringement and its use is enjoined, Contractor within a reasonable time shall, at the election of Company and in addition to Contractor's obligations under Article 12, either (a) secure for Company the perpetual right to continue the use of such part of the Work by procuring for Company a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, or (b) replace at Contractor's own expense such part of the Work with a non-infringing part or modify it so that it becomes non-infringing (in either case with changes in functionality that are acceptable to Company).

ARTICLE 17 RELEASE OF LIENS

Contractor hereby releases for itself and its successors in interest, and for all subcontractors and their successors in interest, any and all claim or right of mechanics or any other type lien upon Company's or any other party's property, the Work, or any part thereof as a result of performing the Work. Contractor shall execute and deliver to Company such documents as may be required by Applicable Laws to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the foregoing release against those parties. Contractor shall secure the removal of any lien that Contractor has agreed to release in this Article within five (5) working days of receipt of written notice from Company to remove such lien. If not timely removed, Company may remove the lien and charge all costs and expenses to Contractor, including without limitation costs of bonding off such lien.

ARTICLE 18 ASSIGNMENT OF AGREEMENT: SUBCONTRACTING

Contractor shall not by operation of law or otherwise assign, sublease, or subcontract any part of the Work or this Agreement without Company's prior written approval. Such approval, if given, shall not relieve Contractor from full responsibility for the fulfillment of all obligations under this Agreement.

ARTICLE 19 INVOICES AND EFFECT OF PAYMENTS

19.01 Invoices: Within a reasonable period of time following the end of each calendar month or other agreed period, Contractor shall submit an invoice to Company that complies with this Article. Payments shall be made within forty-five (45) days of Company's receipt of Contractor's proper invoice, and, in the event that Company's payment is overdue, Contractor shall promptly provide Company with a notice that such payment is overdue. Contractor's invoices shall designate the extent to which E.ON U.S. Servco Inc. or any of its Affiliates is the responsible party. Such invoices shall reference the contract number and shall also show labor, material, taxes paid (including without limitation sales and use taxes, duties, fees, and other assessments imposed by governmental authorities), freight, and all other charges (including without limitation equipment rental) as separate items. All invoices shall be submitted with supporting documentation and in acceptable form and quality to Company's authorized representative. Should Company dispute any invoice for any reason, payment on such invoice shall be made within thirty

(30) days of the dispute resolution. Payment of the invoice shall not release Contractor from any of its obligations hereunder, including but not limited to its warranty and indemnity obligations. Invoices shall not be delivered with goods, but all correspondence and packages related to this Agreement shall reference the contract number assigned by Company.

19.02 Taxes: If Company provides Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, then Contractor shall not withhold or pay Kentucky sales or use taxes to the extent such exemption certificate applies to the Work (such exemption does not and shall not apply to any materials consumed by Contractor in performing the Work). Contractor agrees that it shall not rely upon Company's direct pay authorization in not withholding or paying Kentucky sales or use taxes. If Company does not provide Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, Contractor shall be solely responsible for paying all appropriate sales, use, and other taxes and duties (including without limitation sales or use tax with respect to materials purchased and consumed in connection with the Work) to, as well as filing appropriate returns with, the appropriate authorities. To the extent specifically included in the Contract Price, Contractor shall bill Company for and Company shall pay Contractor all such taxes and duties, but Company shall in no event be obligated for taxes and duties not specifically included in the Contract Price or for interest or penalties arising out of Contractor's failure to comply with its obligations under this Section.

19.03 Billing of Additional Work: All claims for payments of additions to the Contract Price shall be shown on separate Contractor's invoices and must refer to the specific change order or written authorization issued by Company as a condition to being considered for payment.

19.04 Effect of Payments/Offset: No payments shall be considered as evidence of the performance of or acceptance of the Work, either in whole or in part, and all payments are subject to deduction for loss, damage, costs, or expenses for which Contractor may be liable under any purchase order or set-off hereunder. Company, without waiver or limitation of any rights or remedies of Company, shall be entitled from time to time to deduct from any and all amounts owing by Company to Contractor in connection with this Agreement or any other contract with Company any and all amounts owed by Contractor to Company in connection with this Agreement or any other contract with Company.

19.05 Evidence of Payment to Subcontractors: Contractor shall, if requested by Company, furnish Company with a certificate showing names of Contractor's suppliers and subcontractors hereunder, and certifying to Company that said suppliers and subcontractors have been paid in full.

ARTICLE 20 ROUTING OF SHIPMENTS

Company shall have the option of specifying the routing of shipments. If freight is included in the Contract Price, and such specified routing increases Contractor's shipping costs, Contractor shall immediately so notify Company, and should Company still specify the more expensive routing, then Company shall reimburse Contractor for the increase actually incurred thereby.

ARTICLE 21 TERM AND TERMINATION

21.01 Term: This Agreement shall commence on the date set forth above and shall survive in full force and effect until terminated as set forth below. A termination under this Article 21 based on certain Work shall only apply to the Statement of Work that covers such Work. Any Statements of Work that do not relate to such Work shall not be affected by such a termination.

21.02 Termination for Contractor's Breach: If the Work to be done under this Agreement shall be abandoned by Contractor, if this Agreement or any portion thereof shall be assigned by operation of law or otherwise, if the Work or any portion thereof is sublet by Contractor without the permission of Company, if Contractor is placed in bankruptcy, or if a receiver be appointed for its properties, if Contractor shall make an assignment for the benefit of creditors, if at any time the necessary progress of Work is not being maintained, or if Contractor is violating any of the conditions or agreements of this Agreement, or has executed this Agreement in bad faith, Company may, without prejudice to any other rights or remedies it may have as a result thereof, notify Contractor to discontinue any or all of the Work and terminate this Agreement in whole or part. In the event that Section 365(a) of the Bankruptcy Code or some successor law gives Contractor as debtor-in-possession the right to either accept or reject this Agreement, then Contractor

agrees to file an appropriate motion with the Bankruptcy Court to either accept or reject this Agreement within twenty (20) days of the entry of the Order for Relief in the bankruptcy proceeding. Contractor and Company acknowledge and agree that said twenty (20) day period is reasonable under the circumstances. Contractor and Company also agree that if Company has not received notice that Contractor has filed a motion with the Bankruptcy Court to accept or reject this Agreement within said twenty (20) day period, then Company may file a motion with the Bankruptcy Court asking that this Agreement be accepted or rejected, and Contractor shall not oppose such motion.

21.03 Effect of Termination for Contractor's Breach: From the effective date of such termination notice, Contractor shall vacate the site, whereupon Company shall have the right but not the obligation to take possession of the Work wherever located, and Contractor shall cooperate with Company and cause Contractor's subcontractors to cooperate with Company so that Company can effect such possession. In obtaining replacement services, Company shall not be required to request multiple bids or obtain the lowest figures for completing the Work and may make such expenditures as shall best accomplish such completion and are reasonable given the circumstances. The expenses of completing the Work in excess of the unpaid portion of the Contract Price, together with any damages suffered by Company, shall be paid by Contractor, and Company shall have the right to set off such amounts from amounts due to Contractor.

21.04 Termination for Company's Convenience: Company may terminate this Agreement or one or more Statements of Work in whole or in part for its own convenience by thirty (30) days' written notice at any time. In such event, Company shall pay Contractor all direct labor and material costs incurred on the Work that is subject to such Termination prior to such notice, plus any reasonable unavoidable cancellation costs which Contractor may incur as a result of such termination, plus indirect costs or overhead on the portion of the Work completed, computed in accordance with generally accepted accounting principles less salvage value. As an alternative to salvage value reduction, Company shall have the right in its sole discretion to take possession of all or part of the Work.

ARTICLE 22 LIABILITY OF AFFILIATES

Any and all liabilities of E.ON U.S. Servco Inc. and its Affiliates under this Agreement shall be several but not joint.

ARTICLE 23 PUBLICITY

Contractor shall not issue news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Company.

ARTICLE 24 CONFIDENTIAL INFORMATION

All information relating to the Work or the business of Company, including, but not limited to, drawings and specifications relating to the Work, and customer information, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Company. In the event that the Contractor assigns the work to one or more subcontractors, a signed confidentiality agreement between the Contractor and each subcontractor(s) will be provided to the Company prior to the provision of any information described in the immediately preceding sentence or the performance of any Work by the subcontractor. All drawings, specifications, or documents furnished by Company to Contractor or developed in connection with the Work shall either be destroyed or returned to Company (including any copies thereof) upon request at any time.

ARTICLE 25 MISCELLANEOUS

25.01 Waiver: No waiver by Company of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.

25.02 Headings: The headings of Articles, Sections, paragraphs, and other parts of this Agreement are for convenience only and do not define, limit, or construe the contents thereof.

25.03 Severability: If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid.

25.04 State Law Governing Agreement: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws.

25.05 Enforcement of Rights: Company shall have the right to recover from Contractor all expenses, including but not limited to fees for and expenses of inside or outside counsel hired by Company, arising out of Contractor's breach of this Agreement or any other action by Company to enforce or defend Company's rights hereunder.

25.06 No Third Party Beneficiaries: Except for Contractor and Company, there are no intended third party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against Company.

25.07 Notices: All notices and communications respecting this Agreement shall be in writing, shall be identified by the contract number, shall be designated for E.ON U.S. Service Inc., or the appropriate Affiliate, and shall be addressed as follows (which address either party may change upon five (5) days prior notice to the other party):

To Company:
E.ON U.S. Services Inc.
Attn: Manager, Supply Chain
P.O. Box 32020
Louisville, Kentucky 40232

To Contractor:
Irby Construction Company
Attn: John Hopper, Vice President
817 South State Street
Jackson, MS 39201
Fax No. (601) 960-7231

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth in the introductory paragraph of this Agreement.

E.ON U.S. SERVICES INC.



Signature

Signature

Mark Mullen

Name (Please Print)

Name (Please Print)

Executive Vice President

Title

Title

3/28/07

Date

Date

GENERAL SERVICES AGREEMENT ADDENDUM

USE OF COMPANY TOOLS AND EQUIPMENT

Company may allow Contractor to use Company's Tools and Equipment for the Work and related activities at designated Company locations.

The Contractor shall indemnify and hold harmless Company and its affiliates, including their respective officers, directors, agents, and employees (each an "Indemnified Party"), from and against any and all claims, damages, losses or liabilities arising out of, relating to, or in connection with the use of Company's Tools and Equipment by Contractor, its agents, servants or employees, and will reimburse each Indemnified Party for all expenses (including attorney's fees and expenses) as they are incurred in connection with investigating, preparing or pursuing or defending any action, claim, suit or investigation or proceeding relate to, arising out of or in connection with the use of Company's Tools and Equipment by Contractor, its agents, servants or employees, whether or not threatened or pending and whether or not any Indemnified Party is a party.


Contractor, on behalf of itself or their agents, affiliates, officers and directors and all of their predecessors, successors, assigns, heirs, executors, and administrators, hereby release, discharge, waive, relinquish, and covenant not to sue, directly, derivatively or otherwise, Company and/or its affiliates and each of their respective directors, officers, partners (general or limited), employees and agents (including, without limitation, its financial advisors, counsel, proxy solicitors, information agents, depositories, consultants and public relations representatives) and all of their predecessors, successors, assigns, heirs, executors or administrators, and all persons acting in concert with any such person, with respect to any and all matters, actions causes of action (whether actually asserted or not), suits, damages, claims, or liabilities whatsoever, at law, equity or otherwise, arising out of, relating to, or in connection with the use of Company's Tools and Equipment by Contractor, its agents, servants or employees.

Company shall in no event be liable for any claim whatsoever by or through Contractor, its employees, agents, for servant or any third party, for any inoperability or failure of the Tools and Equipment to perform as designed or intended, whether such claim is based in warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages.

Contractor shall ensure that its employees, agents, or servants shall inspect, exercise the appropriate level of care in the use, maintenance and repair of the Tools and Equipment, so as to minimize the incidence of casualties and injuries occurring in connection therewith.

Irby Construction Company

Contractor



Signature

Mark Mullen

Name (Please Print)

Executive Vice President

Title

3/28/07

Date

**THE INFORMATION ON THIS PAGE HAS
BEEN FILED UNDER SEAL FOR
CONFIDENTIAL PROTECTION**

ATTACHMENT TO CERTIFICATE OF INSURANCE NO. 071555-02260-2007A-000718

SMH/ECB

1/1

CERTIFICATE HOLDER:
KENTUCKY UTILITIES

INSURED:
IRBY CONSTRUCTION COMPANY

GENERAL LIABILITY AND AUTO LIABILITY POLICIES INCLUDE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF NAMED INSURED'S WORK FOR ADDITIONAL INSURED.

GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHEN REQUIRED BY WRITTEN CONTRACT BUT IN NO EVENT SHALL SUCH COVERAGE EXCEED THE LIMITS, TERMS OR CONDITIONS OF THE POLICY.

W. BROWN & ASSOCIATES
INSURANCE SERVICES

19000 MacArthur Blvd., Suite 700
Irvine, CA 92612
(949) 851-2060

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: Kentucky Utilities, Attn: Tom Masters
One Quality Street, Lexington, KY 40507

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
Irby Construction Company
P.O. Box 1622, Davis, CA 95617

POLICY NO. NAB3040179
POLICY PERIOD FROM: March 16, 2007 TO: March 16, 2008
INSURANCE COMPANY: XL Specialty Insurance Company

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:

Coverages:

Non-Owned Aircraft Liability Coverage as respects Fixed Wing and Rotor Wing Aircraft.

Limits:

Combined Single Limit Bodily Injury and Property Damage including Passenger Liability:
\$5,000,000.00 each occurrence.

Maximum Seating: 10 (ten) seats (including crew)

As respects job: Mill Creek Power to Hardin County 345kV Line Construction E. ON-US, Project #118216:

This certificate is issued as Evidence of Coverage only.

Subject to Y2K Endorsement.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Should any of the above described policy(ies) be canceled before the expiration date hereof, the issuing company will endeavor to give 30 days* notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the company, its representatives or agents.

*10 days for non-payment

By: *W. Scott Beaman*
W. Brown & Associates
Insurance Services

Date of Issue: May 2, 2007

Cert No.: 6



Myers-Pacific

Commercial Team Insurance Services, Inc.

W H Myers

May 21, 2007

KENTUCKY UTILITIES

ATTN: Tom Masters

One Quality Street

Lexington, KY 40507

**RE: AIRCRAFT INSURANCE
QUANTA SERVICES
Policy Number : NAC3040179
Effective: 3/10/07**

Please find enclosed the original Evidence of Coverage Certificate issued on behalf of the above captioned insured for your files.

Should you have any questions, or if we can be of any further service, please do not hesitate to contact us.

Sincerely,

Laura G. Myers

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: Kentucky Utilities, Attn: Tom Masters

One Quality Street, Lexington, KY 40507

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Quanta Services, Inc., et al

P.O. Box 1622, Davis, CA 95617

POLICY NO. NAB3040179

POLICY PERIOD FROM: March 10, 2007 TO: March 10, 2008

INSURANCE COMPANY: XL Specialty Insurance Company

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:

Coverages:

Non-Owned Aircraft Liability Coverage as respects Fixed Wing and Rotor Wing Aircraft.

Limits:

**Combined Single Limit Bodily Injury and Property Damage including Passenger Liability:
\$5,000,000.00 each occurrence.**

Maximum Seating: **10 (ten) seats (including crew)**

Additional Named Insured: **Irby Construction Company
P.O. Box 1819
Jackson, MS 39215-1819**

As respects job: **Mill Creek Power to Hardin County 345kV Line Construction E. ON-US, Project #118216:**

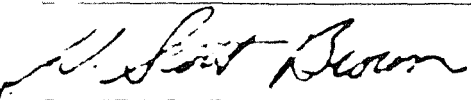
This certificate is issued as Evidence of Coverage only.

Subject to Y2K Endorsement.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Should any of the above described policy(ies) be canceled before the expiration date hereof, the issuing company will endeavor to give 30 days* notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the company, its representatives or agents.

*10 days for non-payment

By 

W. Brown & Associates
Insurance Services

Date of Issue: May 3, 2007

Cert No.: **6**

Amendment To Irby Construction Contract

#21882

Amendment # 1

This amendment to the subject Contract is to provide agreement for the safety incentive proposal (Attachment A) dated June 29, 2007, from John Hopper to Tom Masters and provides immediate incorporation into the contract. E.ON U. S. total commitment to this safety incentive shall not exceed [REDACTED] with the contractor commitments defined in the attachment. The final amount provided by E.ON U.S. will be determined by the final results and adjusted accordingly, as provided in the (Attachment A).

ALL OTHER CONTENT AS ESTABLISHED IN THE ORIGINAL CONTRACT REMAIN INTACT AND FULLY ENFORCEABLE.

As amended herein, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written.

KENTUCKY UTILITIES COMPANY

BY

Gary Kopp

TITLE

Mgr Supply Chain

DATE

7-24-2007

IRBY CONSTRUCTION COMPANY

BY

John Hopper

John Hopper

TITLE Vice President, Operations

DATE 7-12-07



A Quanta Services Company

June 29, 2007

Tom Masters, C.P.M.
E.ON U.S.
One Quality Street
Lexington, N.Y. 40507

Re: Overhead Construction Contract Safety Incentive

Dear Mr. Masters,

In response to your letter dated June 20, 2007 concerning the safety incentive, we have developed our version of how we would manage the Safety Incentive program.

E.ON U.S.	\$	[REDACTED]
Irby Construction Company	\$	[REDACTED]
Clear-Fer Construction Co.	\$	[REDACTED]
Total Safety Incentive	\$	[REDACTED]

Our suggestion is to pay each individual for every man hour worked on the project a rate per man hour which would be determined at the end of the project assuming that the individual had no OSHA recordable incident. We feel that everyone that doesn't have an OSHA recordable incident should benefit from the incentive. Our goal is Zero incidents.

If an individual has a recordable incident, they would be removed from the list of eligible participants. With each recordable incident the total amount that would be divided up would be reduced by 10%.

If an individual has a lost time accident the total amount would be reduced by 20%. This person would be removed from the list of eligible participants.

All personnel will be made aware of the safety incentive program upon arrival at the job site.

Sincerely,
Irby Construction Company

John Hopper
John Hopper
Vice President, Operations
601-960-7227

Absolute Performance...

IRBY Construction Company
P.O. Box 10304
Baltimore, MD 21287-0304
Phone: 410-528-1000
Fax: 410-528-1000
IRBY is an Equal Opportunity Employer
1000 North State Street
Baltimore, MD 21202-1000



Absolute Performance...

A Quanta Services Company

IRBY Construction Company
P.O. Box 1819
Jackson, MS 39215-1819
Main (601) 709-IRBY (4729)
Fax (601) 960-7231
Internet: www.irbyconst.com
Street Address:
817 South State Street
Jackson, MS 39201-5908

July 12, 2007

Mr. Tom Masters
Kentucky Utilities Company
One Quality Street
Lexington, KY 40507

Re: Amendment #1, #21882

Dear Mr. Masters,

Enclosed please find two executed copies of the Contract Amendment covering the safety incentive program. When the amendment has been executed by your company please return Irby a copy for our files.

With regards,

A handwritten signature in black ink that reads "Janie Bohannon". The signature is written in a cursive, flowing style.

Janie Bohannon
Document Control Administrator
Irby Construction Company
Operations
601-292-4150

Power Line and Telecommunication Contractors

Kentucky Utilities Company
(as Borrower)

Fidelia Corporation
(as Lender)

LOAN AGREEMENT

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THIS AGREEMENT made on _____

Between

KENTUCKY UTILITIES COMPANY, a Kentucky and Virginia corporation,
as borrower (the *Borrower*); and

FIDELIA CORPORATION, a Delaware corporation, as lender (the
Lender).

Whereas

(A) The Lender and the Borrower hereby enter into an agreement for the provision by the Lender to the Borrower of a loan in the amount of _____ (the Loan Amount).

Now it is hereby agreed as follows:

1. Definitions

1.1 In this Agreement

Business Day means a day on which banks in New York are generally open

Default Interest Rate means: the rate, as determined by the Lender, applying to the principal element of an overdue amount under Clause 6.3, calculated as the sum of the interest rate in effect immediately before the due date of such amount, plus 1%;

Effective Date shall have the meaning given to it in Clause 2.1;

Final Repayment Date means _____;

Interest Payment Date means _____ and _____ of each year during the term of this agreement, provided, that:

any Interest Payment Date which is not a Business Day shall be extended to the next succeeding Business Day;

Loan Amount means _____;

Maturity Date means the Final Repayment Date;

Request means a request for the Loan Amount from the Borrower to the Lender under the terms of clause 3.1;

Termination Event means an event specified as such in Clause 7;

Value Date means the date upon which cleared funds are made available to the Borrower by the Lender pursuant to a Request made in accordance with Clause 3.1. Such date shall be a Business Day as defined herein.

2. Term Loan

- 2.1 This Agreement shall come into effect on _____ (the "Effective Date").
- 2.2 The Lender grants to the Borrower upon the terms and conditions of this Agreement a term loan in an amount of _____.
- 2.3 The new indebtedness shall be evidenced by a note in substantially the form of Exhibit "A" attached hereto.

3. Availability of Requests

- 3.1 On the Effective Date, the Borrower will submit a request (the "Request") to the Lender for the Loan Amount, such Request specifying the Value Date, the Maturity Date and the bank account to which payment is to be made. The Request shall be submitted to the Lender by the Borrower and delivered in accordance with Clause 9.3.

4. Interest

- 4.1 The rate of interest on the Loan Amount is x.xx%.
- 4.2 Interest shall accrue on the basis of a 360-day year consisting of twelve 30 day months upon the Loan Amount.
- 4.3 Interest shall be payable in arrears on each Interest Payment Date.

5. Repayment and Prepayment

- 5.1 The Borrower shall repay the Loan Amount together with all interest accrued thereon and all other amounts due from the Borrower hereunder on the Final Repayment Date, whereupon this Agreement shall be terminated.
- 5.2 On any Interest Payment Date, and with at least three business day's prior written notice, the Borrower shall be entitled to prepay any amount of the loan outstanding, provided such payment is not less than \$1,000,000 and, provided further, the Borrower shall pay a prepayment charge equal to the present value of the difference between (i) the interest payable provided in this loan agreement and (ii) the interest payable at the prevailing interest rate at the time of prepayment, for the period from the date of prepayment through the Maturity Date, which difference, if negative, shall be deemed to be zero. The present value will be determined using the prevailing interest rate at the time of the prepayment as the discount rate.
- 5.3 A certificate from the Lender as to the amount due at any time from the Borrower to the Lender under this Agreement shall, in the absence of manifest error, be conclusive.

6. Payments

- 6.1 All payments of principal to be made to the Lender by the Borrower shall be made on the Final Repayment Date, or on an Interest Payment Date under Clause (5.2) to such account as the Lender shall have specified.
- 6.2 Interest shall be payable in arrears on each Interest Payment Date.
- 6.3 If and to the extent that full payment of any amount due hereunder is not made by the Borrower on the due date then, interest shall be charged at the Default Interest Rate on such overdue amount from the date of such default to the date payment is received by the Lender.

7. Termination Events

- 7.1 The Borrower shall notify the Lender of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of it.
- 7.2 The following shall constitute an Event of Default hereunder:
- 7.2.1 Default is made by the Borrower in the payment of any sum due under this Agreement and such default continues for a period of 10 Business Days;
 - 7.2.2 Bankruptcy proceedings are initiated against the Borrower;
 - 7.2.3 The Borrower leaves the E.ON Group (i.e. the companies consolidated in EON AG's balance sheet);
 - 7.2.4 Securities and Exchange Commission or Public Utility Holding Company Act (PUHCA) requirements prohibit the transactions hereunder.

If a Termination Event occurs under Clause (7.2.2) of this section, the Loan Amount outstanding together with interest will become due and payable immediately.

If a Termination Event occurs according to Clauses (7.2.1) or (7.2.3) or (7.2.4) of this Section, Lender shall at its discretion grant Borrower a reasonable grace period unless such grace period shall be detrimental to the Lender. If the Termination Event is uncured at the expiration of such period, the Loan Amount outstanding together with interest will become due and payable immediately.

8. Operational Breakdown

- 8.1 The Borrower is not liable for any damages incurred by the Lender and the Lender is not liable for any damages incurred by the Borrower caused by Acts of God or other circumstances incurred by one party for which the other party cannot be held responsible (i.e. power outages, strikes, lock-outs, domestic and foreign acts of government and the like).

9. Notices

- 9.1 Each communication to be made in respect of this Agreement shall be made in writing but, unless otherwise stated, may be made by facsimile transmission or letter.
- 9.2 Communications to the Borrower shall be addressed to: Kentucky Utilities, 220 W. Main St., Louisville, KY 40202, Attn: Treasurer fax# (502) 627-4742 and to One Quality Street, Lexington, KY 40507, except for confirmations which should be sent to the attention of Mimi Kelly.
- 9.3 Communications to the Lender shall be addressed to: Fidelity Corporation, 300 Delaware Avenue, Suite 545, Wilmington, Delaware 19801, fax# (302) 427-5913, Attn: Executive Vice President

10. Assignment

- 10.1 The Lender may at any time assign, novate or otherwise transfer all or any part of its rights and obligations under this Agreement to any affiliate of the Lender.

11. Severability

- 11.1 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Counterparts

- 12.1 This Agreement may be executed in any number of counterparts that shall together constitute one Agreement. Any party may enter into an Agreement by signing any such counterpart.

13. Law

13.1 This Agreement shall be governed by and construed for all purposes in accordance with the laws of Delaware.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written.

SIGNED by _____)
for and on behalf of)
Kentucky Utilities Company)
in the presence of:)

SIGNED by _____)
for and on behalf of)
Fidelia Corporation)
in the presence of:)

EXHIBIT "A"

PROMISSORY NOTE

U.S. _____

Louisville, KY, _____

Kentucky Utilities Company ("KU"), for value received, hereby promises to pay to the order of FIDELIA Corporation ("FIDELIA") in lawful money of the United States of America (in freely transferable U.S. dollars and in same day funds), in accordance with the method of payment specified in that certain Loan Agreement dated as of _____, between FIDELIA and KU ("the Agreement"), the principal sum of _____, which amount shall be payable at such times as provided in the Agreement.

KU promises also to pay interest on the unpaid principal amount hereof in like money and in like manner at the rates which shall be determined in accordance with the provisions of the Agreement, said interest to be payable at the times provided for in the Agreement. This Note is referred to in the Agreement and is entitled to the benefits thereof and the security contemplated thereby. This Note evidences a loan made by FIDELIA, during such time as such loan is being maintained. This Note is subject to prepayment as specified in the Agreement. In case KU defaults on the loan, the principal and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Agreement.

KU hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

Kentucky Utilities Company

By: _____

KENTUCKY UTILITIES COMPANY

FINANCIAL EXHIBIT

July 31, 2007

(1) Amount and kinds of stock authorized.

80,000,000 shares of Common Stock, without par value.

(2) Amount and kinds of stock issued and outstanding.

Common Stock:

37,817,878 shares issued and outstanding.

(3) Terms of preference of preferred stock whether cumulative or participating, or on dividends or assets otherwise.

None

(4) Brief description of each mortgage on property of applicant, giving date of execution name of mortgagor, name of mortgagee, or trustee, amount of indebtedness authorized to be secured thereby, and the amount of the indebtedness actually secured, together with any sinking fund provisions.

None

- (5) Amount of bonds authorized, and amount issued giving the name of the public utility which issued the same, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with an amount of interest paid thereon during the last fiscal year.

Unsecured

Date of Issue	Date of Maturity	Rate of Interest	Principal Amount		Interest Expense Year Ended July 31, 2007
			Authorized	Outstanding at July 31, 2007	
05/15/92	05/15/07	7.92%	53,000,000	-	3,323,100
Pollution Control Bonds					
11/01/94	11/01/24	Variable	54,000,000	-	1,826,206
05/01/00	05/01/23	Variable	12,900,000	12,900,000	199,042
02/01/02	02/01/32	Variable	20,930,000	20,930,000	779,393
02/01/02	02/01/32	Variable	2,400,000	2,400,000	89,371
02/01/02	02/01/32	Variable	7,200,000	2,400,000	89,371
02/01/02	02/01/32	Variable	7,400,000	7,400,000	275,562
07/01/02	10/01/32	Variable	96,000,000	96,000,000	3,588,547
10/01/04	10/01/34	Variable	50,000,000	50,000,000	1,837,083
07/07/05	06/01/35	Variable	13,266,950	13,266,950	484,795
11/17/05	06/01/35	Variable	13,266,950	13,266,950	484,829
07/20/06	06/01/36	Variable	16,693,620	16,693,620	624,733
12/07/06	06/01/36	Variable	16,693,620	16,693,620	408,210
02/23/07	10/01/34	Variable	54,000,000	54,000,000	878,460
05/24/07	02/01/26	Variable	17,875,000	17,875,000	64,007
05/24/07	03/01/37	Variable	8,927,000	8,927,000	128,650
				332,753,140	15,081,359
Interest rate swap					(145,573)
Long term debt mark to market					(586,634)
Total				\$ 332,753,140	\$ 14,349,151

- (6) Each note outstanding, giving date of issue, amount, date of maturity, rate of interest in whose favor, together with amount of interest during the last 12-month period.

<u>Payee</u>	<u>Date of Issue</u>	<u>Amount</u>	<u>Rate of Interest</u>	<u>Date of Maturity</u>	<u>Interest Expense Year Ended July 31, 2007</u>
Fidelia Corp.	04/30/03	100,000,000	4.55%	04/30/13	4,550,000
Fidelia Corp.	08/15/03	75,000,000	5.31%	08/15/13	3,982,500
Fidelia Corp.	11/24/03	33,000,000	4.24%	11/24/10	1,399,200
Fidelia Corp.	01/15/04	50,000,000	4.39%	01/16/12	2,195,000
Fidelia Corp.	07/08/05	50,000,000	4.735%	07/08/15	2,367,500
Fidelia Corp.	12/19/05	75,000,000	5.36%	12/21/15	4,020,000
Fidelia Corp.	06/23/06	50,000,000	6.33%	06/23/36	3,165,000
Fidelia Corp.	10/25/06	50,000,000	5.675%	10/25/16	2,175,417
Fidelia Corp.	02/07/07	53,000,000	5.690%	02/07/22	1,457,588
Fidelia Corp.	03/30/07	75,000,000	5.860%	03/30/37	1,477,208
Fidelia Corp.	06/20/07	50,000,000	5.980%	06/20/17	340,528

- (7) Other indebtedness, giving same by classes and describing security, if any with a brief statement of the devolution or assumption of any portion of such indebtedness upon or by person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the last fiscal year.

None, other than current and accrued liabilities.

- (8) Rate and amount of dividends paid during the five previous fiscal years, and amount of capital stock on which dividends were paid. (1)

Dividends on Common Stock, without par value

2002	-
2003	-
2004	63,000,000
2005	50,000,000
2006	-

- (1) As of May 1998, the 37,817,878 shares are all owned by E.ON U.S. LLC and all dividends declared by KU's Board of Directors are paid to E.ON U.S. LLC.

Dividends on 4 3/4% Cumulative Preferred Stock

For each of the quarters in fiscal years 2000 - 2004, the Company declared and paid dividends of \$1.1875 per share on the 200,000 outstanding shares of 4 3/4% Cumulative Preferred Stock, \$100 stated value, for a total of \$ 237,500 per quarter. On an annual basis the dividend amounted to \$4.75 per share, or \$950,000. This series of preferred stock was redeemed on October 24, 2005.

Dividends on 6.53% Cumulative Preferred Stock

For each of the quarters in fiscal years 2000 - 2004, the Company declared and paid dividends of \$1.6325 per share on the 200,000 outstanding shares of 6.53% Cumulative Preferred Stock, \$100 stated value, for a total of \$326,500 per quarter. On an annual basis the dividend amounted to \$6.53 per share, or \$1,306,000. This series of preferred stock was redeemed on October 24, 2005.

(9) Detailed Income Statement and Balance Sheet

Monthly Financial and Operating Reports are filed each month with the Kentucky Public Service Commission. Our most recent mailing covered financial statements for periods through July 31, 2007. Attached are detailed Statements of Income, Balance sheets and Retained Earnings for the Company for the period ending July 31, 2007.

KENTUCKY UTILITIES COMPANY

In February 2007, KU completed a series of financial transactions impacting its periodic reporting requirements. The \$54 million Pollution Control Series 10 bond was refinanced and replaced with a new unsecured tax-exempt bond of the same amount maturing in 2034. The \$53 million Series P bond was defeased and replaced with an intercompany loan totaling \$53 million from Fidelity. The Company terminated the related interest swap and agreed with Fidelity to eliminate the second lien on its two secured loans. Pursuant to the terms of the remaining tax-exempt bonds, the first mortgage bonds were cancelled and the underlying lien on KU's assets was released following completion of these steps. KU no longer has any secured debt, KU's 1947 Indenture and Deed of Trust and all Supplemental Indentures have been terminated, and, having deregistered applicable securities with the SEC effective March 1, 2007, KU is no longer subject to periodic reporting under the Securities Exchange Act of 1934. The Annual Report, the FERC Form 1, and subsequent monthly reports of KU have been previously filed with the Commission.

We have also attached the succeeding three pages, detailed Statements of Income, Balance Sheets, and Statements of Retained Earnings for KU for the period ending July 31, 2007.

KENTUCKY UTILITIES COMPANY
STATEMENT OF INCOME
JULY 31, 2007

EXHIBIT 4
Page 6 of 8

	YEAR ENDED CURRENT MONTH
	THIS YEAR AMOUNT
Electric Operating Revenues.....	1,246,916,709.12
Total Operating Revenues.....	1,246,916,709.12
Operating Expenses	
Fuel	438,289,281.37
Power Purchased.....	176,920,475.08
Other Operation Expenses.....	154,212,067.06
Maintenance.....	74,303,170.65
Depreciation.....	111,044,773.16
Amortization Expense.....	5,520,419.52
Regulatory Credits.....	(2,054,593.21)
Taxes	
Federal Income.....	48,024,346.16
State Income.....	14,318,548.99
Deferred Federal Income - Net.....	(8,728,090.47)
Deferred State Income - Net.....	(928,429.36)
Federal Income - Estimated.....	(1,709,515.39)
State Income - Estimated.....	(591,090.70)
Property and Other.....	18,830,303.63
Investment Tax Credit.....	31,750,000.00
Loss (Gain) from Disposition of Allowances.....	(706,851.51)
Accretion Expense.....	1,814,091.30
Total Operating Expenses.....	1,060,308,906.28
Net Operating Income.....	186,607,802.84
Other Income Less Deductions	
Other Income Less Deductions.....	30,046,073.33
AFUDC - Equity.....	1,783,990.93
Total Other Income Less Deductions.....	31,830,064.26
Income Before Interest Charges.....	218,437,867.10
Interest on Long Term Debt.....	41,062,240.56
Amortization of Debt Expense - Net.....	924,052.70
Other Interest Expenses.....	5,804,959.39
AFUDC - Borrowed Funds.....	(619,870.11)
Total Interest Charges.....	47,171,382.54
Net Inc Before Cumulative Effect of Acctg Chg.....	171,266,484.56
Cumulative Effect of Accounting Chg Net of Tax.....	-
Net Income.....	171,266,484.56
Preferred Dividend Requirements.....	-
Earnings Available for Common.....	171,266,484.56

KENTUCKY UTILITIES COMPANY
BALANCE SHEET AS OF JULY 31, 2007

ASSETS AND OTHER DEBITS	<u>THIS YEAR</u>	LIABILITIES AND OTHER CREDITS	<u>THIS YEAR</u>
Utility Plant		Capitalization	
Utility Plant at Original Cost.....	4,561,524,977.12	Common Stock.....	308,139,977.56
Less Reserves for Depreciation & Amortization....	<u>1,891,246,115.75</u>	Common Stock Expense.....	(321,288.87)
Total.....	<u>2,670,278,861.37</u>	Paid-In Capital.....	15,000,000.00
		Other Comprehensive Income.....	-
		Retained Earnings.....	944,668,487.19
		Unappropriated Undistributed Subsidiary Earnings..	<u>21,726,110.60</u>
		Total Common Equity.....	<u>1,289,213,286.48</u>
Investments - At Cost		Preferred Stock.....	-
Ohio Valley Electric Corporation.....	250,000.00	First Mortgage Bonds.....	332,753,140.00
Nonutility Property-Less Reserve.....	968,923.21	Other Long-Term Debt.....	-
Investments in Subsidiary Companies.....	23,021,910.60	LT Notes Payable to Associated Companies.....	661,000,000.00
Special Funds.....	5,990,080.45	Long-Term Debt Marked to Market.....	-
Other.....	<u>426,140.00</u>	Total Long-Term Debt.....	993,753,140.00
Total.....	<u>30,657,054.26</u>	Total Capitalization.....	<u>2,282,966,426.48</u>
Current and Accrued Assets		Current and Accrued Liabilities	
Cash.....	1,029,701.83	Advances from Associated Companies.....	-
Special Deposits.....	43,068,564.99	ST Notes Payable to Associated Companies.....	191,360,054.00
Temporary Cash Investments.....	17,141.86	Notes Payable.....	-
Accounts Receivable-Less Reserve.....	140,486,269.20	Notes Payable to Associated Companies.....	-
Notes Receivable from Assoc. Companies.....	-	Accounts Payable.....	163,198,038.45
Accounts Receivable from Assoc Companies.....	89,555,666.02	Accounts Payable to Associated Companies.....	99,851,780.52
Materials & Supplies-At Average Cost		Customer Deposits.....	18,933,806.92
Fuel.....	63,592,591.12	Taxes Accrued.....	(9,617,653.93)
Plant Materials & Operating Supplies.....	26,003,660.24	Interest Accrued.....	9,342,255.91
Stores Expense.....	6,294,405.55	Dividends Declared.....	-
Allowance Inventory.....	1,687,876.03	Misc. Current & Accrued Liabilities.....	<u>12,515,363.48</u>
Prepayments.....	3,158,105.55	Total.....	<u>485,583,645.35</u>
Miscellaneous Current & Accrued Assets.....	<u>418,183.17</u>		
Total.....	<u>375,312,165.56</u>	Deferred Credits and Other	
		Accumulated Deferred Income Taxes.....	325,903,612.25
Deferred Debits and Other		Investment Tax Credit.....	32,428,843.32
Unamortized Debt Expense.....	7,005,201.67	Regulatory Liabilities.....	36,727,383.26
Unamortized Loss on Bonds.....	10,355,556.95	Customer Advances for Construction.....	1,928,276.63
Accumulated Deferred Income Taxes.....	45,493,023.44	Asset Retirement Obligations.....	29,567,123.96
Deferred Regulatory Assets.....	116,289,577.62	Other Deferred Credits.....	12,123,711.18
Other Deferred Debits.....	<u>72,796,516.20</u>	Misc. Long-Term Liabilities.....	47,046,090.92
Total.....	<u>251,939,875.88</u>	Accum Provision for Post-Retirement Benefits.....	<u>73,912,843.72</u>
		Total.....	<u>559,637,885.24</u>
Total Assets and Other Debits.....	<u>3,328,187,957.07</u>	Total Liabilities and Other Credits.....	<u>3,328,187,957.07</u>

KENTUCKY UTILITIES COMPANY
ANALYSIS OF RETAINED EARNINGS
JULY 31, 2007

	<u>Year Ended Current Month</u>
Retained Earnings and Undistributed Earnings	<u>Total Retained Earnings</u>
Balance Beginning of Period.....	778,875,913.43
Net Income To Date.....	171,266,484.56
FIN 48 Adjustment.....	347,473.00
Adjust for Equity in Subsidiary Earnings for Year	
-EE Inc.....	(30,271,383.80)
Dividends Rec'd Current Year	
-EE Inc.....	24,450,000.00
Preferred Stock Dividends.....	-
Common Stock Dividends.....	-
Preferred Stock Redemption Exp.	-
Balance End of Period.....	<u><u>944,668,487.19</u></u>

SECRETARY'S CERTIFICATE

I, John R. McCall, certify that I am Executive Vice President, General Counsel and Corporate Secretary of Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company"); that I am one of the officers of the Company authorized to make certified copies of the corporate records; and as Corporate Secretary, I have access to all original records of the Company. I do hereby certify that attached hereto as are resolutions of the Board of Directors of the Company adopted by unanimous written consent in lieu of a meeting September 26, 2007, and that the same are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have signed this Certificate this 27th day of September, 2007.



John R. McCall
Corporate Secretary

**ACTION OF THE BOARD OF DIRECTORS
OF
KENTUCKY UTILITIES COMPANY
TAKEN BY WRITTEN CONSENT**

September 26, 2007

APPROVAL OF ADDITIONAL 2007 INTERCOMPANY LOAN FACILITIES

WHEREAS, the Company desires to enter into new additional intercompany long-term loan arrangements with Fidelia Corporation or other affiliates of E.ON AG (collectively, "Fidelia"), in the amount of up to \$100 million during 2007 (the "Intercompany Loans"), and

WHEREAS, the Intercompany Loans will enable the Company to borrow funds for approved flue gas desulfurization project expenditures and for use for general corporate purposes of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and directed to proceed with the Intercompany Loans as described in these resolutions; and

FURTHER RESOLVED, that, subject to receipt of all required regulatory approvals regarding the Intercompany Loans, the Company is authorized to enter into such loans; and

FURTHER RESOLVED, that the appropriate officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company to take such actions, including but not limited to, to enter into, execute, deliver and file the Intercompany Loans and such other agreements and documents, and to make changes thereto, as they shall, in their discretion, deem necessary, appropriate or advisable to consummate the transactions contemplated by these resolutions, with the taking of such actions and the execution of such agreements or documents conclusively to evidence the authorization thereof by the Board of Directors; and

FURTHER RESOLVED, that the appropriate officers of the Company be, and each of them hereby is, authorized and directed to prepare, execute and deliver such applications, filings, or notices to governmental, commercial or financial entities as they may deem necessary or advisable in connection with the Intercompany Loans, including but not limited to, submissions to federal and state regulatory agencies; and

FURTHER RESOLVED, that all actions heretofore or hereafter taken by any officer of the Company in connection with the transactions contemplated by these resolutions be, and they hereby are, approved, ratified and confirmed in all respects.