



February 6, 2007

HAND DELIVERED

Ms. Elizabeth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602

**RECEIVED**  
FEB 06 2007  
PUBLIC SERVICE  
COMMISSION

Re: PSC Case No. 2006-00564

Dear Ms. O'Donnell:

Please find enclosed for filing with the Commission in the above-referenced case an original and ten corrected redacted copies of pages from the responses of East Kentucky Power Cooperative, Inc. ("EKPC"), to the Commission Staff Supplemental Data Requests dated January 26, 2007, on which un-redacted confidential information was discovered. Those pages are: Response 1 a, Attachment 15, page 70; Response 1 a, Attachment 20, page 42; Response 1 a, Attachment 23, page 29; and Response 1 b, Attachment 2, page 75. Also enclosed is one confidential copy of the subject pages containing corrected designations of confidential information.

Please replace these pages in the original filing, and return the incorrect pages to us in the enclosed postage paid envelope.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Charles A. Lile'.

Charles A. Lile  
Senior Corporate Counsel

Enclosures

Cc: Parties of Record

<b>ALSTOM</b>	EAST KENTUCKY POWER COOPERATIVE	Attachment No. 15 PAGE 70 Proposal No. 73300104
	SPURLOCK STATION - UNIT #4	
Date: March 28, 2005	TARGET PRICE	Section 4 Part 4.1 Page 5 of 8

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**REDACTED**

6. The field labor portion included in this estimated cost is based on current area labor rates and includes all labor directly furnished by ALSTOM Power. The direct hire man-hours needed to complete this project, including overtime hours, are estimated to be:

**657,620 Man-hours**

**C. INCENTIVE AMOUNT**

ALSTOM Power's overhead and profit (based on Alliance mark-ups of [REDACTED] % for OH and [REDACTED] for profit) which shall be considered the incentive amount is:

[REDACTED]

The incentive amount shall be subject to a performance adjustment as indicated below.

**Performance Adjustment**

**Variable Cost Target Variance  
Vs  
Incentive Performance Adjustment**

<90.25%	90.25%- 93%	93%- 96%	96%- 104%	104%- 107%	107%- 109.75%	>109.75%
All savings returned to EKPC	EKPC/ALSTOM 70%/30% Split of savings	EKPC/ALSTOM 50%/50% Split of savings	Dead Band All OH & Profit at Target Price	Direct Costs & Overhead paid No Profit	Direct Costs paid - No Overhead or Profit	No additional Costs paid.

**PRICE**

The total estimated price (sum of paragraphs A, B and C) is:

**Target:**

[REDACTED]



- 3.1.4 Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Construction Contract - Generating.
- 3.1.5 Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Construction Contract - Generating.
- 3.1.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Construction Contract - Generating, and all additional examinations, investigations, explorations, tests, studies, and data with the Construction Contract - Generating.
- 3.1.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Construction Contract - Generating, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.1.8 The Construction Contract - Generating is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.1.9 Bidder further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**Article 4. BASIS OF BID**

4.1 Bidder will perform the Work in accordance with the Construction Contract - Generating for the following price(s):

4.1.1 Lump Sum Base Bid Price:

\_\_\_\_\_

(words)

\_\_\_\_\_ (\$ \_\_\_\_\_)

(figures)

**Article 5. TIME OF COMPLETION**

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

**Article 6. ATTACHMENTS TO THIS BID**

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

- 6.1.1 List of proposed subcontractors and work to be performed by each.
- 6.1.2 Section 00434 - Bidder Data and Information;
- 6.1.3 Contractor's requirements for plant services;
- 6.1.4 Preliminary list of materials of construction;



**REDACTED**

Attachment I

**Material & Equipment  
Fixed Fee Billing Schedule**

PSC Request 1a.  
Attachment No. 23  
PAGE 29

Contractor will procure material and equipment for Owner Contract F281, Spurlock Station Unit 4 on a cost reimbursable basis. In addition to the actual cost of material and equipment Contractor will be paid a fixed fee of \$ [REDACTED] for the functions listed below:

- Purchasing Management
- Purchasing Travel
- Overhead and Administration
- Profit

This fee is fixed for the duration of the project exclusive of change orders and extra work orders.

Payment of the fixed fee above shall be per the following schedule. Amounts shown are billable at the beginning of the month.

January 2006  
February 2006  
March 2006  
April 2006  
May 2006  
June 2006  
July 2006  
August 2006  
September 2006  
October 2006  
November 2006  
December 2006  
January 2007  
February 2007  
March 2007  
April 2007  
May 2007  
June 2007  
July 2007  
August 2007  
September 2007  
October 2007  
November 2007  
December 2007  
Total

[REDACTED]



**Project Commercial Documents - ATTACHMENT 1****1. CONTRACT DOCUMENTS**

The following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents":

- (a) RUS Contract Form 198 and Attachments
- (b) General Terms & Conditions of Sale ("GC")
- (c) Seller's Technical Proposal Description- IPS-102132 dated April 2004, with amended pages dated June 2005.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed above shall prevail.

All capitalized terms not otherwise defined herein shall have the meanings given to them in the General Conditions of the Contract.

**2. SCOPE OF SUPPLY**

The Seller shall design, manufacture, and deliver the Equipment and Services as set forth in Seller's Technical Proposal IPS 102132, April 2004, with revision pages dated June 2005, (the "Proposal"), subject to the terms and conditions as set forth in the Contract Documents.

**3. CONTRACT PRICE**

In consideration of the supply of the Equipment and Services, the Purchaser agrees to pay Seller [REDACTED] or such amount as may be subsequently established through changes to the Scope of Supply.

**4. SCHEDULED SHIPMENT DATE**

Seller shall make shipment of the Major Components (defined in GC 1, item I) of the Unit no later than April 30, 2007, ("Scheduled Shipment Date"). The Scheduled Shipment Date will be based on ex-factory shipments for U.S. sourced equipment and arrival at port of import in North America for non-U.S. sourced equipment.

In the event any of the Major Components of the Unit are shipped after the Scheduled Shipment Date for reasons attributable to Seller and not excused elsewhere in this Agreement, the Seller shall pay as liquidated damages ("Delay Liquidated Damages") and not as a penalty, a sum calculated in accordance with the table below until all Major Components of the Unit are shipped.