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JAN 18 2007

PUBLIC SERVICE
COMMISSION

Elizabeth O'Donnell
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Public Service Commission of Kentucky
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January 18, 2007

**Re: The Application of Kentucky Utilities Company for an Order
Authorizing the Issuance of Securities and the Assumption of
Obligations – Case No. 2007- 00074**

Dear Ms. O'Donnell:

Enclosed for filing please find an original and ten copies of the Application of Kentucky Utilities Company for an Order Authorizing the Issuance of Securities and the Assumption of Obligations. We are also simultaneously filing a Petition for Confidential Protection for certain information contained in Exhibit 3 to the Application and a Motion for Deviation from Rules and for Incorporation by Reference.

Should you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely,

Rick E. Lovekamp

cc: Kendrick R. Riggs
John Wade Hendricks
Elizabeth E. Blackford

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PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF KENTUCKY)	
UTILITIES COMPANY FOR AN ORDER)	
AUTHORIZING THE ISSUANCE OF)	CASE NO. 2007- <u>00024</u>
SECURITIES AND THE ASSUMPTION)	
OF OBLIGATIONS)	

PETITION OF KENTUCKY UTILITIES COMPANY FOR
CONFIDENTIAL PROTECTION PURSUANT TO 807 KAR 5:001, SECTION 7
AND MOTION FOR DEVIATION FROM COMMISSION RULES
PURSUANT TO 807 KAR 5:001, SECTION 14

Kentucky Utilities Company (“KU” or the “Company”) hereby petitions the Kentucky Public Service Commission (“Commission”) pursuant to 807 KAR 5:001, Section 7, and KRS 61.878(1)(c), to grant confidential protection to certain information contained in the Engineering, Procurement and Construction Contract for Trimble County Unit 2 (the “Contract”) attached to KU’s Application as Exhibit 3. KU also moves for a deviation from the Commission’s Rules Pursuant to 807 KAR 5:001, Section 14. In support of this Petition and Motion, KU states as follows:

1. The Kentucky Open Records Act exempts from disclosure certain confidential commercial information. KRS 61.878(1)(c). To qualify for this exemption and maintain the confidentiality of the information, a party must establish that disclosure of the commercial information would permit an unfair advantage to competitors of the party seeking confidentiality.

2. The information and portions of the Contract that KU seeks to protect are the product of extensive negotiations between KU and its contractor, Bechtel Power Corporation (the “Contractor”). These provisions represent concessions, terms and conditions that KU has been able to negotiate for KU’s and its customers’ benefit.

3. Making these provisions publicly available would allow the Company's competitors, who also seek to negotiate the best construction contracts possible, to take advantage of any concessions and favorable terms and conditions that the Company has been able to negotiate in their own negotiations.

4. KU's Contractor, and others in the construction industry, would not favor public disclosure of concessions that they have made because those concessions would be used against them in future negotiations with other customers. They would therefore be more likely to insist on standard contract provisions and less willing to negotiate terms with KU in the future, thus jeopardizing KU's ability to obtain the best possible contracts, placing it at an additional competitive disadvantage.

5. In addition, other contractors would be in a position to determine which terms and conditions KU was willing to accept, thus placing the Company at a competitive disadvantage with contractors and suppliers who could use the information in future negotiations or proposals, resulting in increased prices for the Company and its ratepayers, and less favorable contracts for the Company, thereby giving competitive advantage to the Company's competitors.

6. Certain of the information should also be protected from public disclosure pursuant to KRS 61.878(1)(m) which, among other things, exempts information related to public utility critical systems. Specifically, public disclosure of the technical design and specifications which KU seeks to protect would facilitate terrorist acts intended to disrupt electric generation and transmission, as well as affecting the storage and use of potentially hazardous chemicals used in connection with generation and pollution control measures.

7. The information contained in the Contract which the Company seeks to protect, is not publicly known and is not disseminated within the Company except to those persons with a legitimate business need to know and act on the information.

8. There is no public interest to be served by disclosure of the confidential provisions of the Contract.

9. All of the information for which the Company seeks confidential protection demonstrates on its face that it merits confidential protection. If, however, the Commission disagrees, the Commission must hold an evidentiary hearing to protect the due process rights to the Company and supply the Commission with a complete record to enable it to reach a decision with regard to this matter. Utility Regulatory Commission v. Kentucky Water Service Company, Inc., Ky. App., 642 SW2nd 591, 592-594 (1982).

10. In accordance with the provisions of 807 KAR 5:001 Section 7, the Company is filing with the Commission one (1) set of the confidential information with the confidential information highlighted in yellow and ten (10) copies with the confidential information redacted. However, as discussed below, the redacted copies of the Contract are being filed without certain confidential exhibits.

11. KU also moves the Commission pursuant to 807 KAR 5:001, Section 14 for a deviation from 807 KAR 5:001, Section 11(d) to allow LG&E to file the Contract with the confidential information highlighted, but without redacted copies of certain of the exhibits to the Contract.

12. As grounds for this Motion, KU states that these exhibits are extremely voluminous, containing more than 700 pages, contain extensive technical details for which KU is requesting confidential protection, and are not germane to this proceeding. In addition, because

of the extensive redactions necessary to protect the confidential information contained in those exhibits, the remaining non-confidential information would be meaningless to the reader.

13. Filing redacted copies of those exhibits along with the contract would not only burden the Company with unnecessary copying and extensive labor for redacting, but burden the Commission's files with redacted documents that are not necessary for the Commission's review of this Application.

WHEREFORE, Kentucky Utilities Company respectfully requests that the Commission grant confidential protection for the information at issue, or in the alternative, schedule an evidentiary hearing on all factual issues while maintaining the confidentiality of the information pending the outcome of the hearing. In addition, Kentucky Utilities Company requests that it be granted a deviation pursuant to Section 14 of 807 KAR 5:001, and allowed to file the Contract pursuant to 807 KAR 5:001 Section 11(d), but without redacted versions of certain confidential exhibits to the Contract.

Dated: January 18, 2007.

Respectfully submitted,



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(502) 333-6000

Allyson Sturgeon
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220 West Main Street
Louisville, KY 40202

Counsel for Kentucky Utilities Company

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

THE APPLICATION OF KENTUCKY)
UTILITIES COMPANY FOR AN ORDER)
AUTHORIZING THE ISSUANCE OF)
SECURITIES AND THE ASSUMPTION)
OF OBLIGATIONS)

CASE NO. 2007-00074

**MOTION FOR DEVIATION FROM RULES AND FOR INCORPORATION BY
REFERENCE**

Kentucky Utilities Company ("KU") hereby moves, pursuant to 807 KAR 5:001(14), for a deviation from 807 KAR 5:001(11) and for incorporation by reference pursuant to 807 KAR 5:001(5)(5). In support of this Motion, KU states as follows:

1. This case concerns KU's request, pursuant to KRS 278.300, for authorization for the issuance of securities, assumption of obligations and entrance into all necessary agreements and other documents relating thereto. Among the reasons for KU's need for debt financing cited in the Application were capital expenditures in connection with KU's pollution control project. Commission Rule 807 KAR 5:001(11)(d) provides that a copy of KU's contract with Fluor Enterprises, Inc., (the "Contract") for construction of KU's pollution control project be annexed to KU's Application.

2. The Contract has been previously filed with the Commission in a prior case also requesting authority for financing, Case No. 2006-00187 (In the Matter of: The Application of Kentucky Utilities Company for an Order Authorizing the Issuance of Securities and the Assumption of Obligations). In Case No. 2006-00187, KU requested and was granted confidential protection for the Contract. Additionally, in Case No. 2006-00414 (In the Matter of: The Application of Kentucky Utilities Company for an Order Authorizing the Issuance of

Securities and the Assumption of Obligations) KU requested and was granted a deviation from Commission rules and incorporation of the Contract filed in Case No. 2006-00187 by reference only.

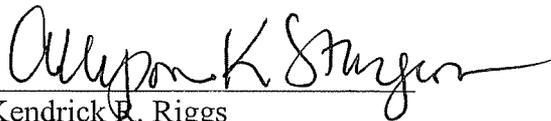
3. The Contract has not been amended or changed in any way since it was filed in Case No. 2006-00187 or incorporated by reference in Case No. 2006-00414. If the Contract were filed in the present case, KU would again request confidential protection for portions of the Contract.

4. If the Contract were filed in the record of this case, this duplicative filing of information already contained in the Commission files would serve no purpose and represent a needless burden on the Company for photocopying and would also needlessly burden the Commission which would again have to consider the issue of whether the confidential information in the Contract should be protected.

THEREFORE, Kentucky Utilities Company respectfully requests that the redacted Contract, contained in the record of Case No. 2006-00187, be made a part of the record in the present case by reference only, pursuant to 807 KAR 5:001(5)(5).

Dated: January 18, 2007.

Respectfully submitted,



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THE APPLICATION OF KENTUCKY)
UTILITIES COMPANY FOR AN ORDER)
AUTHORIZING THE ISSUANCE OF)
SECURITIES AND THE ASSUMPTION)
OF OBLIGATIONS)

CASE NO. 2007-00074

APPLICATION

Kentucky Utilities Company (“KU” or the “Company”) hereby requests, pursuant to KRS 278.300, that the Commission authorize the issuance of securities, assumption of obligations and entrance into all necessary agreements and other documents relating thereto as more fully described herein. Specifically, KU requests authority to obtain long-term debt financing from an affiliate within the E.ON AG (“E.ON”) Holding Company System. In support of this Application, KU states as follows:

1. The Company’s full name is Kentucky Utilities Company. The post office address of the Company is One Quality Street, Lexington, Kentucky 40507. KU is a Kentucky and a Virginia corporation, a utility as defined by KRS 278.010(3)(a), and as of November 30, 2006 provides retail electric service to approximately 501,000 customers in seventy-seven counties in Kentucky, 30,000 customers in southwestern Virginia and 5 customers in Tennessee. A description of KU’s properties is set out in Exhibit 1 to this Application. A certified copy of the Company’s Articles of Incorporation was filed with the Commission in Case No. 2005-00471 (In the Matter of: The Application of Louisville Gas and Electric Company and Kentucky Utilities Company for Authority to Transfer Functional Control of their Transmission System) and is incorporated by reference herein pursuant to 807 KAR 5:001, Section 8(3).

2. KU obtains financing through numerous sources of capital, including the form of debt that is the subject of this Application. KU does not assign specific financing to any

particular project or use, and does not project finance capital projects. Thus the uses cited below are general reasons for KU's need for additional debt financing, rather than projects to which specific financing will be assigned.

3. KU anticipates incurring capital expenditures during 2007 for pollution control facilities at the Company's Ghent Generating Station in Carroll County, Kentucky (the "Pollution Control Project"). The Pollution Control Project is described in Exhibit 2 hereto, and in Case No. 2004-00426 (In the Matter of: The Application of Kentucky Utilities Company for a Certificate of Public Convenience and Necessity to Construct Flue Gas Desulfurization Systems and Approval of its 2004 Compliance Plan for Recovery by Environmental Surcharge) and Case No. 2006-00206 (In the Matter of: The Application of Kentucky Utilities Company for a Certificate of Public Convenience and Necessity to Construct a Selective Catalytic Reduction System and Approval of its 2006 Compliance Plan for Recovery by Environmental Surcharge). The Commission granted the requested Certificates of Public Convenience and Necessity by Orders dated June 20, 2005, in Case No. 2004-00426 and December 21, 2006, in Case No. 2006-00206.¹ During 2007, KU anticipates incurring up to \$197 million in construction costs in connection with the Pollution Control Project.

4. KU also anticipates incurring capital expenditures during 2007 for its share of construction costs for Trimble County Unit 2 in Trimble County, Kentucky. This facility is described in Exhibit 3 hereto. KU requested a Certificate of Public Convenience and Necessity and a Site Compatibility Certificate for those facilities in Case No. 2004-00507 (In the Matter of: The Joint Application of Louisville Gas and Electric Company and Kentucky Utilities Company

¹ The Company is making every effort to finance eligible portions of the Pollution Control Project with tax-exempt debt. See Case No. 2006-00414, Order of November 20, 2006, Case No. 2006-00187, Order of June 16, 2006, Case No. 2005-00183, Order of June 20, 2005 and Case No. 2005-00357, Order of October 14, 2005, authorizing the Company to issue securities and assume obligations in connection with private activity bond allocations from the Kentucky Private Activity Bond Allocation Committee. The Company intends to continue seeking allocations from the state ceiling for private activity bonds and the opportunity to finance additional, eligible portions of the Pollution Control Project with tax-exempt financing resulting in lower costs.

for a Certificate of Public Convenience and Necessity, and a Site Compatibility Certificate, for the Expansion of the Trimble County Generating Station). The Commission granted the requested Certificate by Orders dated November 1, 2005 and November 9, 2005 in Case No. 2004-00507. During 2007, KU anticipates incurring up to \$247 million in construction costs in connection with Trimble County Unit 2.

5. In addition, the Pension Protection Act of 2006 requires KU to fund its pension obligations over a significantly shorter period than previously. As a result, KU will be required to contribute an estimated \$13 million to its pension plan during the first quarter of 2007.

6. The Commission has previously approved other, long-term debt financing between KU and an affiliate within the E.ON Holding Company System. See Case No. 2006-00155, Order of May 22, 2006, Case No. 2005-00117, Order of May 10, 2005, Case No. 2003-00301, Order of September 22, 2003 and Case No. 2003-00059, Orders of April 14, 2003 and April 30, 2003.

Description of KU's Position Within the Holding Company and the Affiliate

7. E.ON U.S. LLC ("E.ON US") is an indirect subsidiary of E.ON. The Company is a wholly owned subsidiary of E.ON US. E.ON U.S. Holding GmbH, is also a subsidiary of E.ON. Fidelia Corporation ("Fidelia"), a finance company subsidiary organized in Delaware, is a subsidiary of E.ON U.S. Holding GmbH.² Fidelia lends money to companies in the E.ON Holding Company System and upon request of the Company would lend money to the Company as set out in this Application.

Description of the New Long-Term Debt

8. This Application relates to the issuance of long-term unsecured debt by KU to Fidelia. The Company proposes to borrow money from Fidelia in an amount not to exceed

² It is possible that the ownership structure of Fidelia could change through a potential corporate restructure of portions of the E.ON system. However, the direct and indirect ownership of KU would not be affected, and both KU and Fidelia would remain wholly owned subsidiaries of E.ON.

\$295,000,000 at various times during the period ending December 31, 2007. The Company anticipates issuing unsecured notes to Fidelia with final maturity not to exceed thirty years. The Company anticipates utilizing a range of maturities that are reflective of operating and market conditions and cash flow requirements. Such borrowings would only occur if the interest rate on the loan would result in an equal or lower cost of borrowing than the Company could obtain in a loan from E.ON or in the capital markets on its own. All borrowings from Fidelia would be at the lowest of 1) E.ON's effective cost of capital; 2) Fidelia's effective cost of capital; and 3) the Company's effective cost of capital determined by reference to the effective cost of a direct borrowing by the Company from an independent third party for a comparable term loan that could be obtained at the time of the loan (the "Best Rate Method"). The Best Rate Method assures the Company that it will not pay more for a loan from Fidelia than it would pay in the capital markets for a similar loan. The Company's treasury group has evaluated its capital requirements through December 31, 2007, and the appropriate sources of capital available to it (both existing and potential). The Company has determined that it is cost effective to borrow money from Fidelia through this intercompany loan facility and desires to take advantage of this opportunity.

9. The interest rates will be set at the time of issuance of each note and would depend on the maturity of the notes. The interest rate on each note would be the lower of (a) the average of three quotes obtained by the affiliate company from international investment banks for an unsecured bond issued by E.ON for the applicable term of the loan; and (b) the lowest of three quotes obtained by the Company from international investment banks for a secured bond issued by the Company with the applicable term of the loan. This method complies with the Best Rate Method because this rate would be determined using the lower of the average of actual

quotes obtained based upon the credit of E.ON or the lowest of three actual quotes obtained by the Company.

10. The interest rate would be determined as described in Paragraph 9 herein. A note would be executed by the Company each time a loan was made by Fidelia to the Company stating the interest rate, maturity date and payment terms. Attached to the Application as Exhibit 4 is the form of the intercompany loan agreement and note. Issuance expenses for the intercompany loans described herein will not exceed, in total, the sum of \$50,000. In connection with the issuance of the debt, KU may enter into one or more interest rate hedging agreements (T-bill lock, swap or similar agreement, collectively the "Hedging Facility") either with an E.ON affiliate or with a bank or financial institution. The Hedging Facility would be an interest rate agreement designed to allow the Company to lock in the underlying interest rate on the loan in advance of the closing of the loan. The Hedging Facility will set forth the specific terms under which the Company will agree to make payments, and the other terms and conditions of any rights or obligations thereunder.

11. No contracts have been made for the disposition of any of the securities which KU proposes to issue.

12. A redacted copy of the construction contract for the Pollution Control Project at KU's Ghent Generating Station was filed with the Commission in Case No. 2006-00187, and incorporated by reference in Case No. 2006-00414. By Motion filed concurrently herewith, KU is requesting that the construction contract be incorporated by reference herein.

13. A redacted copy of the Engineering, Procurement and Construction Contract for Trimble County Unit 2, for which KU is requesting confidential protection by Motion filed concurrently herewith, is attached as Exhibit 3.

14. KU shall, as soon as reasonably practicable after the issuance of each note referred to herein, file with the Commission a statement setting forth the date or dates of issuance of the notes, the proceeds of such notes, the interest rates, costs or gains with the Hedging Facility, and all fees and expenses involved in such issuance.

15. Exhibit 5 to this Application contains the financial exhibit required by 807 KAR 5:001, Section 11(2)(a), and described by 807 KAR 5:001, Section 6. It also contains information required by 807 KAR 5:001, Section 11(2)(b).

16. Exhibit 6 to this Application is a certified copy of KU's Board of Directors resolution authorizing the issuance of the notes, and the transactions related thereto as discussed in this Application.

17. Other requirements of the Commission's regulation regarding this Application, 807 KAR 5:001, Section 11, including (1)(b) regarding the amount and kind of notes, etc., and (1)(c) regarding the use to be made of the proceeds, have been supplied in the discussion above in Paragraphs 2 through 10 of this Application.

WHEREFORE, Kentucky Utilities Company respectfully requests that the Commission enter its Order, authorizing it to issue securities and to execute, deliver and perform the obligations of KU under the intercompany loan agreement and the notes, as set forth in this Application. KU further requests that the Order of the Commission specifically include provisions stating:

1. KU is authorized to issue and deliver its unsecured notes in an aggregate principal amount not to exceed \$295,000,000 in the manner set forth in its Application.

2. KU is authorized to execute, deliver and perform the obligations of KU under, *inter alia* the loan agreement with Fidelia Corporation, the notes, and such other agreements and

documents as set out in its Application, and to perform the transactions contemplated by such agreements.

Respectfully submitted,

A handwritten signature in cursive script, reading "Allyson K. Sturgeon". The signature is written in black ink and is positioned above a horizontal line.

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Louisville, KY 40202

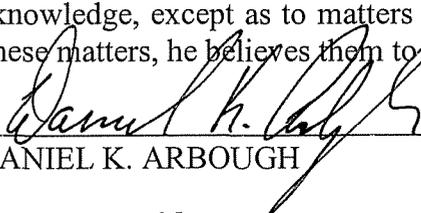
Counsel for Kentucky Utilities Company

VERIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Daniel K. Arbough being first duly sworn, deposes and says that he is Treasurer for Kentucky Utilities Company, that he has read the foregoing Application and knows the contents thereof, and that the same is true of his own knowledge, except as to matters which are therein stated on information or belief, and that as to these matters, he believes them to be true.



DANIEL K. ARBOUGH

Subscribed and sworn before me this 15th day of January, 2007.

My Commission Expires: August 31, 2007



NOTARY PUBLIC, STATE AT LARGE

KENTUCKY UTILITIES COMPANY

A DESCRIPTION OF APPLICANT'S PROPERTY, INCLUDING A
STATEMENT OF THE NET ORIGINAL COST OF THE PROPERTY
AND THE COST THEREOF TO APPLICANT

November 30, 2006

The applicant owns and operates four coal fired steam electric generating stations having an estimated total effective capacity, with all equipment in service, of about 2,934 Mw; a hydroelectric generating station having an estimated total effective capability of about 24 MW; and seventeen gas/oil peaking units having an estimated total effective capability of about 1,499 Mw.

The applicant's owned electric transmission system includes 110 substations with a total capacity of approximately 16,978 Mva and approximately 4,031 miles of lines. The electric distribution system includes 492 substations with a total capacity of approximately 6,322 Mva, 13,746 miles of overhead lines, and 1,704 miles of underground conduit.

Other properties include office buildings, service centers, warehouses, garages, and other structures and equipment.

The net original cost of the property and cost thereof to the applicant at November 30, 2006, was:

	<u>Utility Plant</u>
Original Cost	
Intangible Plant	\$ 29,601,398
Production Plant	2,024,206,165
Transmission Plant	506,407,207
Distribution Plant	1,000,424,288
General Plant	90,927,855
Transportation Plant	23,860,354
Construction Work in Progress	<u>468,565,108</u>
Total Plant at Original Cost	\$ 4,143,992,375
Less Reserve for Depreciation	1,861,615,291
Net Original Cost	<u><u>\$ 2,282,377,084</u></u>

**Kentucky Utilities Company
Ghent Station
Pollution Control Projects**

- a. Project No. 24: Installation of Sorbent Injection equipment at Ghent Units 1, 3 and 4

Project Description: Project No. 24 pertains to the mitigation of SO₃ on generating units where high sulfur coal is burned and NO_x emissions are controlled using a selective catalytic reduction (SCR) system during the ozone season. The installation of low SO₂ to SO₃ conversion catalyst and sorbent injection technology provides the lowest cost and least risk operational alternative for effective NO_x compliance and to remain within established opacity limits.

- b. Project No. 25: Installation of Mercury Monitors

Project Description: The United States Environmental Protection Agency has enacted regulations requiring continuous monitoring of mercury emissions from US power plants. In compliance with the Clean Air Mercury Rule (CAMR), mercury monitors are required to be installed and certified prior to January 1, 2009. Project No. 25 provides the only means of compliance with the CAMR which requires monitoring, tracking, and reporting of mercury emissions.

- c. Project No. 26: Installation of Selective Catalytic Reduction equipment at Ghent Unit 2

Project Description: Project No. 26 consists of installing an SCR at Ghent Unit 2. This project is the least cost option to control NO_x emissions and is required to comply with the Clean Air Act as Amended and Clear Air Interstate Rule regulations and Ghent's Title V Operating Permit V-97-025.

Engineering, Procurement and
Construction Agreement

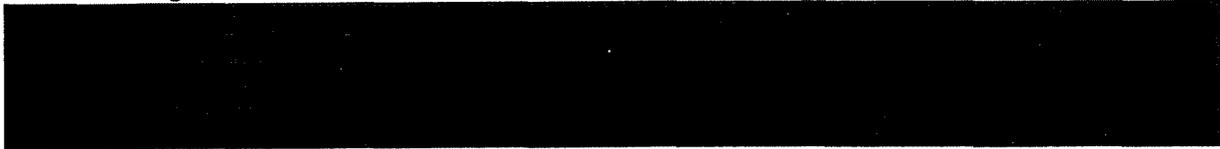
Between

Louisville Gas and Electric Company,
Kentucky Utilities Company,
Indiana Municipal Power Agency,
and
Illinois Municipal Electric Agency,
as Owners

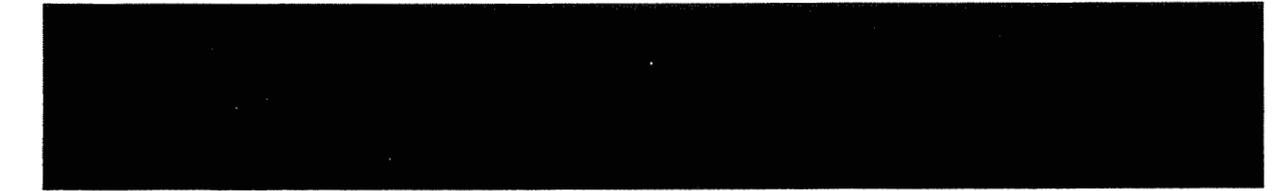
and

Bechtel Power Corporation,
as Contractor

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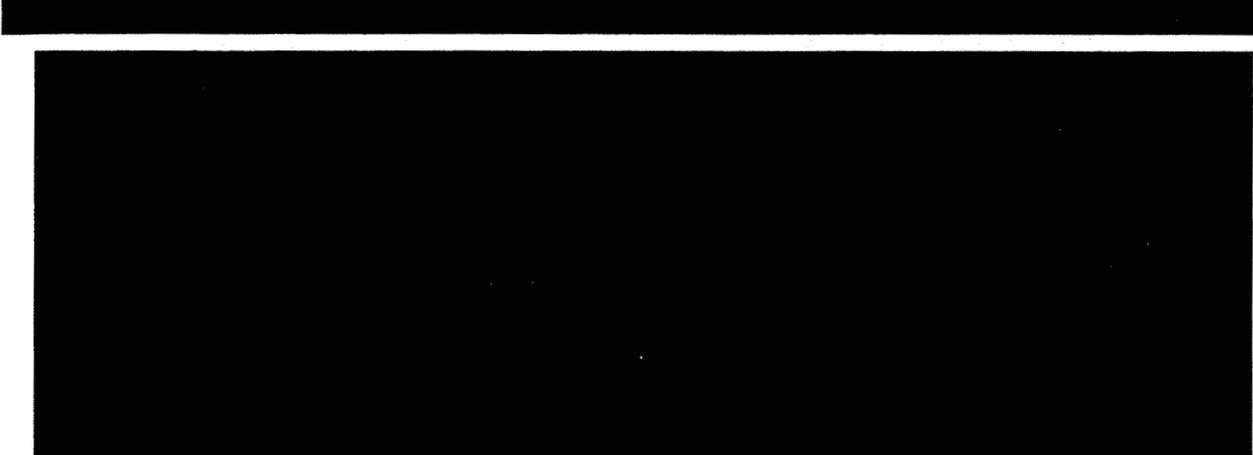


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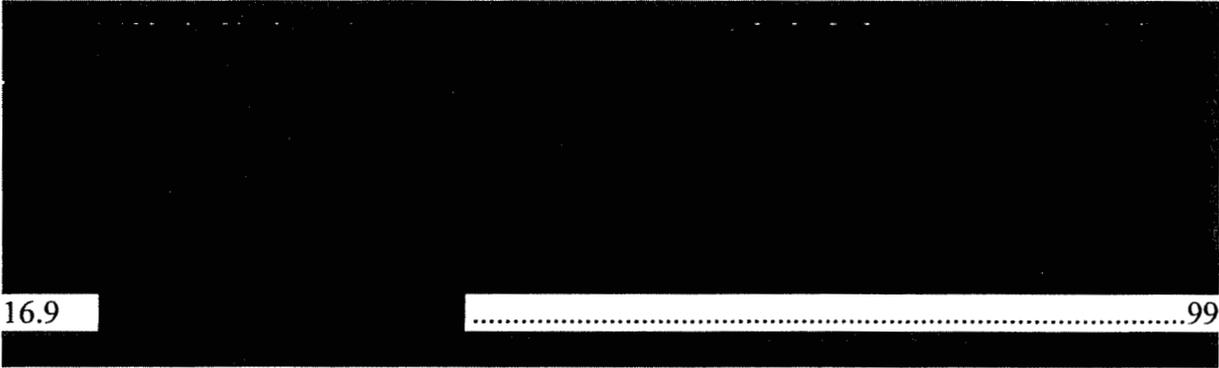
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[REDACTED]

[REDACTED]

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EXHIBITS

[REDACTED]

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Exhibit H	Health and Safety Documents	[REDACTED]
Exhibit K	Site and Site Conditions	[REDACTED]
Exhibit L	Drawings	[REDACTED]
Exhibit N	Codes and Standards	[REDACTED]
Exhibit P	Work Breakdown Structure	[REDACTED]
Exhibit R	DCS Overview Drawing	[REDACTED]
Exhibit S	Site Regulations	[REDACTED]
Exhibit W	Application for Payment	[REDACTED]
Exhibit Y	Reserved	[REDACTED]
Exhibit Z	Reserved	[REDACTED]
Exhibit AA	Certificates	[REDACTED]
Exhibit CC	Form of Notice to Proceed	[REDACTED]

[REDACTED]

Exhibit II Change Order Forms

[REDACTED]

Exhibit KK Reserved

Exhibit LL Reserved

Exhibit MM Reserved

Exhibit NN Design Document Review

Exhibit OO Meetings and Progress Reports

[REDACTED]

Exhibit QQ Reserved

[REDACTED]

Exhibit SS Common Facilities

[REDACTED]

Exhibit UU Ownership Interests

[REDACTED]

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

This Engineering, Procurement and Construction Agreement, entered into as of the 9th day of June 2006 ("Agreement"), by and between Louisville Gas and Electric Company, a Kentucky corporation ("LG&E"), Kentucky Utilities Company, a Kentucky corporation ("KU"), Indiana Municipal Power Agency, a body corporate and politic and a political subdivision of the State of Indiana ("IMPA") and Illinois Municipal Electric Agency, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois ("IMEA"), each to the extent of its individual, undivided interest as a tenant-in-common under and in accordance with that certain Participation Agreement ("Participation Agreement") dated as of February 9, 2004 and Bechtel Power Corporation, a Nevada corporation ("Contractor").

RECITALS

[REDACTED]

WHEREAS, under the Participation Agreement, Owners have vested LG&E and KU with the authority, as agents of Owners, to act on behalf of Owners, in the administration of this Agreement and the management of Owners' obligations hereunder;

WHEREAS, Contractor represents that it is qualified to engineer, design, procure, construct, start-up, commission and test the Facility and desires to perform all work and services in connection therewith on a lump-sum turnkey basis in accordance with requirements and provisions of this Agreement.

WHEREAS, Contractor agrees to perform the Work as more specifically described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. The following terms have the respective meanings specified in this Article 1 when capitalized and used in this Agreement or in any notice delivered under or in respect of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“ACM” means asbestos containing material.

[REDACTED]

[REDACTED]

“Agreement” has the meaning specified in the first paragraph hereof and includes the body of this Agreement (the “Body of this Agreement”) and all Exhibits herein referenced, as they may be amended, modified or supplemented from time to time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Ammonia Consumption” means the amount of ammonia consumed by the New Unit, calculated in pounds per hour.

[REDACTED]

“Application For Payment” means a written request by Contractor to Owners for payment, completed in the form required by Exhibit W together with the documentation required by Section 8.6.

“AQCS” means the air quality control system for the New Unit.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Boiler” means the boiler for the New Unit

[REDACTED]

“Boiler Vendor” means the vendor of the Boiler.

[REDACTED]

[REDACTED]

[REDACTED]

“Certificate” means the applicable Certificate of Mechanical Completion, Substantial Completion, Commercial Operation or Final Completion, as the case may be.

“Certificate of Commercial Operation” will be in the form specified in Exhibit AA.

“Certificate of Final Completion” will be in the form specified in Exhibit AA.

“Certificate of Mechanical Completion” will be in the form specified in Exhibit AA.

“Certificate of Substantial Completion” will be in the form specified in Exhibit AA.

[REDACTED]

[REDACTED]

[REDACTED]

“Change(s)” means changes in the Work or the Schedule.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Common Facility Work” means Work performed with respect to a Common Facility.

“Common Facilities Work” means Work performed with respect to Common Facilities.

“Companies” means LG&E and KU, collectively, acting only in their capacity as Owners’ agent (and not in their individual capacities as Owners) for the purpose of the administration of this Agreement and the management of Owners’ obligations hereunder.

[REDACTED]

[REDACTED]

“Connect” means the provision by Contractor of all labor and material to effect the connection of the Facility at the Terminal Points.

[REDACTED]

[REDACTED]

[REDACTED]

“Contractor” has the meaning specified in the first paragraph of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Contractor’s Representative” means the individual designated by Contractor pursuant to Section [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Design” means all design and engineering, including all preliminary and detailed design of the Facility as it evolves during the performance of the Work.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Effective Date” means the date set forth in the first paragraph of this Agreement.

[REDACTED]

Exhibit B Site Geotechnical Data

[REDACTED]

Exhibit H Health and Safety Documents

[REDACTED]

Exhibit K Site and Site Conditions

Exhibit L Drawings

[REDACTED]

Exhibit N Codes and Standards

[REDACTED]

Exhibit P Work Breakdown Structure

[REDACTED]

Exhibit R DCS Overview Drawing

Exhibit S Site Regulations

[REDACTED]

Exhibit W Application for Payment
[Redacted]

Exhibit Y Reserved

Exhibit Z Reserved

Exhibit AA Certificates
[Redacted]

Exhibit CC Form of Notice to Proceed
[Redacted]

Exhibit II Change Order Forms
[Redacted]

Exhibit KK Reserved

Exhibit LL Reserved

Exhibit MM Reserved

Exhibit NN Design Document Review

Exhibit OO Meetings and Progress Reports
[Redacted]

Exhibit QQ Reserved
[Redacted]

Exhibit SS Common Facilities
[Redacted]

Exhibit UU Ownership Interests
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

“Final Completion Date” means the date on which Contractor achieves Final Completion.

“Financing” means any form of construction, interim, long-term debt, lease, tax-exempt, recourse, non-recourse, equity or other form of funding, or refinancing that any Owner or Owner affiliate obtains or attempts to obtain any or all of the proceeds of which are to be used in connection with such Owners’ obligations hereunder.

“Financing Parties” means any Person that provides Financing, or credit support for Financing, as selected by one or more Owners and/or any underwriter or trustee(s) acting in connection therewith and their respective successors and assigns.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Inchoate Default” means an occurrence under Section 24.2.1(v), (vii), (ix) or (x) as to which Owners have provided Contractor notice pursuant to Section 24.2.1.

“Incidence Rate” means a measure of safety determined by multiplying the number of Recordable Incidents by 200,000 and dividing the result by total person hours actually worked. The Incidence Rate (as defined by OSHA) is to be determined in a manner consistent with that by which OSHA computes incidence rates.

“Indemnified Parties” has the meaning specified in Section 20.3.

“Indemnifying Parties” has the meaning specified in Section 20.3.

[REDACTED]

“Initial Start-Up Period” has the meaning specified in Section 6.3.1.6.

[REDACTED]

“In-Service Date Common Facilities” means those Common Facilities specified in Exhibit SS as “In-Service Date Common Facilities.”

“Intellectual Property” means all patents, patent applications, copyrights, trade secrets and other intellectual property rights.

“Interest Rate” has the meaning specified in Section 25.9.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Liabilities” has the meaning specified in Section 20.1.

“Lien Indemnitees” has the meaning specified in Section 20.5.

“Liens” has the meaning specified in Section 20.5.

“Limestone Utilization Ratio” has the meaning specified in Exhibit I.

“Limestone Utilization Test” has the meaning specified in Exhibit I.

“Liquid Effluent Discharge Test” has the meaning set forth in Exhibit I.

“Local Hires” means workers hired as a part of Contractor’s direct craft work force whose primary residence is located within the Commonwealth of Kentucky or the Louisville Kentucky, Evansville Indiana, or Cincinnati Ohio Metropolitan Statistical Area (as defined by the U.S. Census Bureau).

“Local Spend” means expenditures with firms whose primary operations are within the Commonwealth of Kentucky or the Louisville Kentucky, Evansville Indiana, or Cincinnati Ohio Metropolitan Statistical Area (as defined by the U.S. Census Bureau).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Maximum Ammonia Consumption” has the meaning specified in Exhibit U.

“Maximum Net Heat Rate” has the meaning specified in Exhibit U.

[REDACTED]

“MBE Spend” means expenditures with Minority Business Enterprises certified by a recognized certification entity. These entities include: NMSDC (and their regional affiliates), Louisville Metropolitan Sewer District, Louisville Metro Human Relations Commission, Department of Transportation, Small Business Administration and other states’ agencies as approved by Owner.

[REDACTED]

“Mechanical Completion Dispute” has the meaning specified in Section 6.4.2.1.

“Minimum Limestone Utilization Ratio” has the meaning specified in Exhibit U.

“Minimum Net Electrical Output” has the meaning specified in Exhibit U.

[REDACTED]

[REDACTED]

“Mobilization Date” means the date the Notice to Proceed is delivered.

“Modification” means (i) a written amendment to this Agreement signed by all Parties hereto, (ii) a Change Order or (iii) an Owners’ Authorization.

“Moody’s” means Moody’s Investors Services, Inc.

“Net Electrical Output” has the meaning specified in Exhibit I.

“Net Heat Rate” has the meaning specified in Exhibit I.

[REDACTED]

[REDACTED]

[REDACTED]

“New Cooling Tower Test” has the meaning specified in Exhibit I.

“New Unit” means the new coal-fired electrical energy generating facility to be constructed as part of the Work.

[REDACTED]

“New Unit Outage Day” has the meaning specified in Section 7.4.1

“NN Design Documents” has the meaning specified in Section 4.7.2.

[REDACTED]

“Non-Outage Related Common Facilities” means those Common Facilities specified as “Non-Outage Related Common Facilities” in Exhibit SS.

“Notice to Proceed” means the written instruction given by Owners to Contractor in accordance with Section 2.1.3 to commence full performance of the Work under this Agreement in the form set forth in Exhibit CC.

“OEM” means original equipment manufacturer.

[REDACTED]

“Outage Day” has the meaning specified in Section 7.1.1.

“Outage Related Common Facilities” means those Common Facilities specified as “Outage Related Common Facilities” in Exhibit SS.

“Owner Indemnitees” has the meaning specified in Section 20.1.

“Owners” means, collectively, LG&E, KU, IMPA, IMEA, and/or any other Person that acquires an undivided ownership interest in the New Unit under the Participation Agreement. The respective undivided ownership interest of each Owner under this Agreement shall be equal to such Owner’s then current undivided ownership interest as determined pursuant to the Participation Agreement, subject to Section 25.14.

“Owners’ Authorization” has the meaning specified in Section 10.1.5.

“Owners’ Default” has the meaning specified in Section 24.3.1.

“Owners’ Permits” means Permits for which Owners are responsible hereunder.

“Owners’ Representative” has the meaning set forth in Section 5.1.

“Owners’ Response Period” has the meaning specified in Section 10.1.3.

“Owners’ Review Period” has the meaning specified in Section 6.2.2.

“Participation Agreement” has the meaning specified in the first paragraph of this Agreement.

“Party” or “Parties” means either Owners, Contractor or both of them, as the context or the usage of such term may require.

[REDACTED]

“Payment Milestone(s)” means the milestone events set forth in Exhibit X.

“Payment Schedule” means the schedule of Payment Milestones and related payments as set forth in Exhibit X, as adjusted in accordance with this Agreement.

[REDACTED]

“Performance Fuel” means Performance Fuel as set forth in Exhibit E.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Performance Test Procedures” means the final detailed procedures for conducting the Performance Tests prepared by Contractor and approved, in writing, by Owners in accordance with Exhibit I.

“Permits” means any waiver, exemption, variance, franchise, permit, authorization, approval, identification number, inspection, certification, license, clearance or similar order, filing, registration, application of, from or to any Governmental Authority, including those set forth in Exhibit C.

“Person” means any individual, company, corporation, firm, joint venture, partnership, association, limited liability entity, organization, trust, Governmental Authority or similar entity.

“Post-Final Functional Tests” has the meaning specified in Section 13.8.

[REDACTED]

[REDACTED]

“Pre-NTP Activities” means the activities specified in Exhibit RR.

“Pre-NTP Activities Period” means the period commencing on the Effective Date and expiring on July 3, 2006.

[REDACTED]

“Product Usage Guarantees” means the Limestone Utilization Ratio Guarantee and the Guaranteed Ammonia Consumption.

“Product Usage Tests” means, as set forth in Exhibit I, the Ammonia Consumption Test and the Limestone Utilization Test.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Ready for Turnover” has the meaning specified in Section 6.3.1.2.

“Ready for Turnover Notice” has the meaning specified in Section 6.3.1.2.

“Records” has the meaning specified in Section 25.11.1.

“Reliability Test” has the meaning specified in Exhibit I.

“Safety Risk” has the meaning specified in Section 6.4.2.1.

“Sales Taxes” has the meaning specified in Section 8.2.1.

“S&P” means Standard & Poor’s Rating Group, a division of McGraw Hill, Inc.

“Schedule” means the critical path method schedule, including key dates as set forth in Exhibit F and milestones for completion of the Work established in accordance with and as set forth in Exhibit O, as such Schedule may be adjusted pursuant to this Agreement.

[REDACTED]

[REDACTED]

“Senior Manager” has the meaning specified in Section 23.1.

“Senior Officer” has the meaning specified in Section 23.1.

[REDACTED]

“Sound Emissions Test” means the test to determine whether the Guaranteed Sound Emissions have been achieved, all as set forth in Exhibits I and U.

[REDACTED]

“Special Tools” means tools that are described in the Technical Specification or are provided by a vendor for the installation, checking, inspection, operation, repair or maintenance of Equipment.

“Start-Up” means the first time steam is produced by the boiler and used to drive the turbine or such later time as authorized by the Kentucky Department of Air Quality.

“Start-Up Date” means the date on which Start-up has occurred.

“Station Manuals” has the meaning specified in Exhibit A.

[REDACTED]

[REDACTED]

“STG” means the steam turbine generator for the New Unit.

[REDACTED]

“STG Vendor” means the vendor of the STG.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“System” means a system of the New Unit or of the Common Facilities Work listed in Exhibit JJ.

“Systems Turnover Package” means a collection of documents, drawings, specifications, manuals and diagnostic equipment tests which comprises a complete description of a plant system and its operating requirements in form and substance reasonably acceptable to Owners and meeting the requirements of Exhibit JJ.

“Technical Specification” means and refers to Exhibit A attached hereto, and documents specified therein that define generally the requirements and the conceptual design, scope and intent of the Facility.

[REDACTED]

“Terminal Point(s)” means the points of connection including the interfaces and terminal points specified in Exhibit D.

“Thermal Performance Guarantees” means the Guaranteed Net Electrical Output and the Guaranteed Net Heat Rate.

“Thermal Performance Tests” means the tests set forth in Exhibit I to determine whether the Guaranteed Net Electrical Output and the Guaranteed Net Heat Rate have been achieved.

“Third Party” means (i) a Person other than Owner Indemnitees and Contractor Indemnitees or (ii) an individual.

“Third Party Facilities” means any building or fixture on the Trimble County Site (and equipment related thereto) which is not owned by one or more of the Owners.

[REDACTED]

[REDACTED]

[REDACTED]

“Tie-in Deficiency Notice” has the meaning specified in Section 6.3.1.5.

“Tie-in Outages” means the outages planned for the generating facilities other than the New Unit on the Trimble County Site, the times and dates for which outages are set forth in Exhibit F, and are subject to change by Owners from time to time by notice to Contractor.

“Tie-in Work” means the Work associated with a Tie-in.

“Transmission Connection Facilities” means the transmission connection facilities to be provided by Owners as set forth in Section 2.3.3 of Exhibit A.

“Trimble Facilities” has the meaning specified in Section 12.3.

“Trimble County Owners” means any Person having an ownership interest in any of the generating, auxiliary or supporting facilities on the Trimble County Site.

“Trimble County Site” means the approximately 2,200 acre site at river mile 571.4 at Wises Landing in Trimble County, Kentucky.

“Trimble County Unit 1” means the existing coal-fired generating unit on the Trimble County Site and its supporting facilities at the relevant time.

“Turnover Acceptance Notice” has the meaning specified in Section 6.3.1.2.

“Turnover Acknowledgment” has the meaning specified in Section 6.2.2.

“Turnover Rejection Notice” has the meaning specified in Section 6.3.1.2.

[REDACTED]

“WBE Spend” means expenditures with Women Business Enterprises certified by a recognized certification entity. These entities include: WBENC (and their regional affiliates), Louisville Metropolitan Sewer District, Louisville Metro Human Relations Commission, Department of Transportation, NWBOC (affiliate of NAWBO), and other states’ agencies as approved by Owner.

[REDACTED]

“WKE” means WKE Energy Inc., so long as it is a direct or indirect subsidiary of E.ON U.S. LLC.

“Work” means all of the obligations to be provided or performed by Contractor pursuant to this Agreement, including services provided under the Design Development Agreement, the Pre-NTP Activities and all other work, services, Equipment and Construction Aids to be performed, provided or installed in accordance with Exhibit A, all Job Site preparation, disposal, Design, reconditioning, procurement, transportation, expediting, construction, training, start-up, commissioning, testing and other services or items that are necessary or appropriate to complete the Facility, effect Tie-ins and Connect the Facility in accordance with this Agreement. Upon exercise by Owners of an option as stated in Exhibit DD by the validity date for such option as stated in Exhibit DD, the Work shall specifically include such option and the Contract Price shall be adjusted accordingly by way of Change Order in accordance with Exhibit DD.

1.2 Contract Interpretation. In this Agreement, unless the context otherwise requires:

- (i) the singular number includes the plural number and vice versa;
- (ii) reference to any Person includes such Person’s successors and assigns to the extent that such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;
- (iii) reference to any agreement (including this Agreement), document, insurance policy or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (iv) any accounting term used and not otherwise defined in the Agreement has the meaning assigned to such term in accordance with generally accepted accounting principles consistently applied;
- (v) “including” (and “include”) means (i) including without limiting the generality of any description preceding such term, and (ii), with respect to any description following such term, means “including, without limitation” or “including, but not limited to”;
- (vi) reference to Applicable Law means Applicable Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time;
- (vii) when applied to Equipment or Systems, “furnish” “provide” or words of similar import means to secure, pay for, deliver to the Job Site (or other portions of the Trimble County Site, as appropriate), unload, inspect and uncrate, store per

manufacturer's recommendations and any other services or activities appropriate to that portion of the Work;

- (viii) when applied to Equipment or Systems, "install" or "installation" or words of similar import mean to assemble, place in position, incorporate, adjust, clean, make fit for use and any other services or activities appropriate to that portion of the Work;
- (ix) unless the context specifically requires otherwise, the terms "approval," "consent," "accept," "acceptance," "authorization," and terms of similar import shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed";
- (x) the words "shall" and "will" mean must and have equal force and effect;
- (xi) the words "herein," "hereof," or "hereunder" or similar terms refer to this Agreement as a whole and not to any specific section or article;
- (xii) the table of contents and article, section and exhibit titles and similar headings (including, the names of the Performance Securities) are inserted for convenience only and shall not be used for the purposes of construing or interpreting this Agreement;
- (xiii) the Work is intended to be a term that encompasses all of the necessary performance obligations of Contractor. Any listing of types of work such as "construct," "erect," "check" or "align" is not meant to be exclusive in the context of this Agreement or exclude similar or other services or activities appropriate to that portion of the Work;
- (xiv) words and abbreviations not defined in this Agreement which have well-known technical or design, engineering or construction industry meanings are used in this Agreement in accordance with such recognized meanings; and
- (xv) all documentation to be supplied under this Agreement shall be provided in the English language. All dimensions shall be specified in the U.S. Customary System.

ARTICLE 2

EFFECTIVENESS AND NOTICE TO PROCEED

2.1 Effectiveness; Notice to Proceed.

2.1.1 Effectiveness. This Agreement shall be effective and the Parties shall be bound by the conditions applicable to their conduct on the Effective Date. Contractor agrees to acknowledge its receipt of the Notice to Proceed by countersigning such notice and by returning an executed copy thereof to Owners on the same date such notice is received by Contractor.

[REDACTED]

ARTICLE 3

GENERAL PROVISIONS

3.1 Intent of Contract Documents. It is the intent of the Parties that this Agreement be a lump-sum, turnkey contract with a fixed Contract Price and Schedule which will not be increased, except in accordance with Article 10.

3.2 Independent Contractor. Contractor will perform and execute the provisions of this Agreement as an independent contractor to Owners. Contractor is not and may not act as an agent of Owners for any purpose or reason whatsoever.

[REDACTED]

3.9 Owners' Agent. The Parties acknowledge that the Companies are the authorized agents of Owners for the purpose of administering this Agreement and managing the performance of Owners' rights and obligations under this Agreement; provided, however, each Owner retains its right to inspect or witness events for the purpose of monitoring its interest in this Agreement. The acts and omissions of the Companies are the responsibility of Owners and Contractor shall not have recourse under this Agreement against the Companies, in their capacity as Owners' agents hereunder. Contractor further acknowledges that (i) it will accept the acts and directions of the Companies as the acts and directions of Owners, (ii) it will render performance to the Companies, as agents for Owners, (iii) only the Companies have the power and authority to direct the Contractor and/or enter into any Modification, in each case unless and until notified in a writing signed by the Companies or all Owners.

ARTICLE 4

CONTRACTOR'S RESPONSIBILITIES

4.1 Performance of the Work. Contractor hereby covenants and agrees that it will continuously and diligently provide, perform, install and complete the Work and its other obligations hereunder in accordance with Project Requirements and the Schedule. Contractor further covenants and agrees that it will provide and pay for all Construction Aids, Equipment and other items or services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including all installation, construction services, Design, drafting and procurement, all administration, reporting, expediting, inspection, testing, training, scheduling, and coordination; all start-up, commissioning and testing services; all labor (skilled and unskilled), furnishings, Equipment and supplies; all insurance, permits, licenses inspections required to be supplied by Contractor under this Agreement; all tools, machinery, storage and transportation and all other facilities and services. Contractor will order, expedite, receive, furnish, handle, inspect, store, maintain and install Equipment in accordance with vendor/manufacture requirements and, in the absence thereof, in accordance with prudent industry practices. Contractor will perform all managerial, supervisory and administrative services that may be necessary to ensure the proper and timely completion of all such activities which form a part of the Work. As such, Contractor agrees that Contractor will be ultimately responsible for the proper and timely completion of the entirety of the Work in accordance with this Agreement, whether performed by Contractor or by any Subcontractor.

4.2 Sufficient Personnel. Contractor shall, at all times during the term of this Agreement, employ a sufficient number of qualified and competent supervisory personnel, craft persons and other individuals, so that the Work and other obligations to be

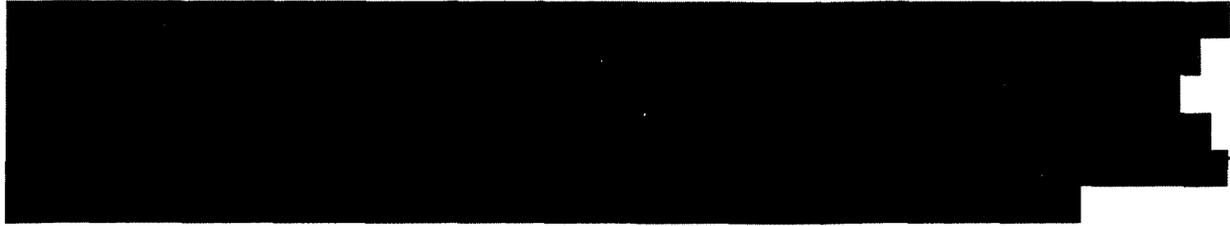
performed by Contractor hereunder are completed in an efficient, prompt, economical and professional manner. Contractor shall be responsible for all overtime or other premium time Work, except as expressly approved by Owners pursuant to Article 10. Without in any way limiting the foregoing, such personnel must include sufficient qualified buyers, inspectors, and expeditors necessary to provide Equipment in a timely manner consistent with the Schedule. Whenever required by Applicable Law, licensed (in the applicable jurisdiction) professional engineers will perform the Design services required to perform the Work. Other portions of the Work shall be performed by properly licensed personnel as required by Applicable Law. Contractor shall also provide all construction and technical services, supervision and craft personnel as required for system adjustments during start-up, commissioning and testing. Contractor shall provide for a certified stack test company to certify the results of the emissions tests for the Work in accordance with the time requirements established in Section 11.1. During start-up, testing or the operation of the Work until the New Unit In-service Date as the case may be, Contractor shall maintain qualified personnel on the Job Site twenty-four (24) hours a Day to supervise Owners' operators regarding operation and maintenance of the New Unit.

4.3 Labor Matters. Contractor shall be responsible for labor peace on the Job Site, maintaining good labor relations with local labor organizations. Contractor shall at all times exert its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances. Contractor shall advise Owners promptly, in writing, of any actual, anticipated, or threatened labor dispute that might affect the completion of the Work by Contractor or by any of its Subcontractors in accordance with the Schedule.

4.4 Discipline and Protection. Contractor shall enforce strict discipline and good order among Contractor's employees, Subcontractors' employees and any other Persons carrying out portions of the Work and provide for the protection and maintenance of the Work and of all Persons and property related thereto. Contractor shall at all times take all necessary precautions to prevent any unlawful or disorderly conduct by or amongst its employees and those employees of Subcontractors and for the preservation of peace and protection of Persons and property at, or in the neighborhood of, the Job Site and the other portions of the Trimble County Site on which Work is to be performed. Contractor shall not permit the employment of unfit Persons or Persons not skilled in tasks assigned to them.

4.5 Supervision. Contractor shall supervise, coordinate and direct the Work, using Contractor's best skill, judgment and attention. Contractor is responsible for the conduct of Persons under its supervision.

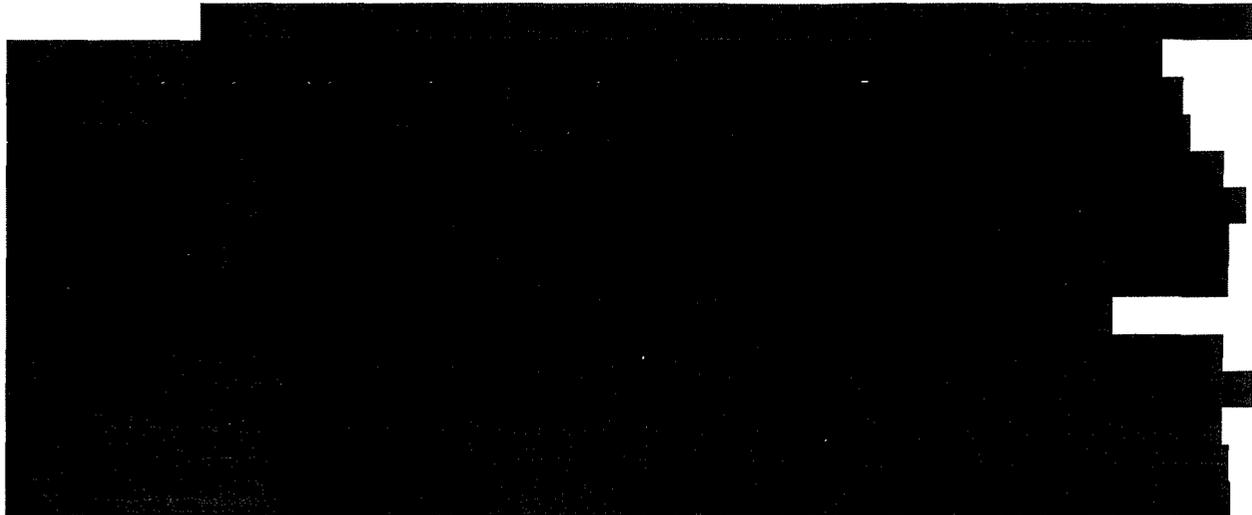


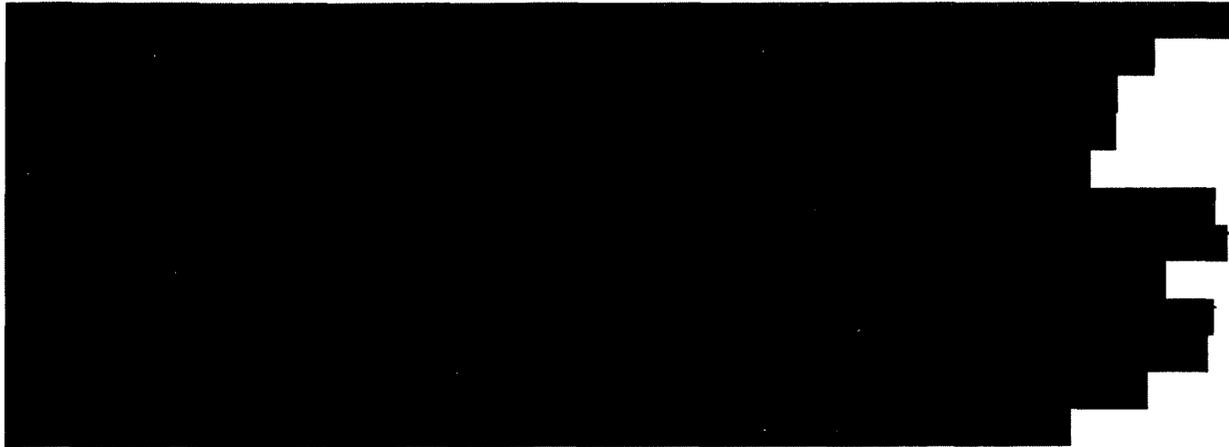


4.7 Design and Engineering.

4.7.1 Design Requirements. As engineer of record, Contractor has full Design responsibility for the performance of the Work and the Facility. Contractor shall engage all supervisors, engineers, designers, draftsmen, Subcontractors and others necessary for the Design of the Facility (including modification of the drawings of Existing Facilities as appropriate) and the preparation of all drawings, specifications, calculations, plans, reports or other Design documentation (including all media) for the Work, setting forth in detail the requirements for the construction of the Facility in accordance with this Agreement (collectively the "Design Documents"). Contractor shall Design the Facility in accordance with Project Requirements and to be capable of operating in conformance with the Performance Guarantees. During performance of the Work, Contractor shall upload to and maintain the Design Documents on a web-based database as and when such Design Documents (or iterations thereof) are completed or revised and Owners shall have unlimited access to the Design Documents on such web-based database.

4.7.2 Exhibit NN Submissions. Design Documents listed in Exhibit NN ("NN Design Documents") shall be submitted to Owners electronically in an agreed format(s). Owners will be entitled, but not obligated, to review or comment on such Design Documents within fourteen (14) Days of receipt thereof. Contractor shall not commence the Work related to such Design Documents without having given due consideration to Owners' comments submitted during such [REDACTED]. Contractor shall resubmit such Design Documents on which Owners have commented (x) showing the changes, if any, made by Contractor in response to such comments and (y) providing a reasonable explanation if it has not accepted any of Owners' [REDACTED].



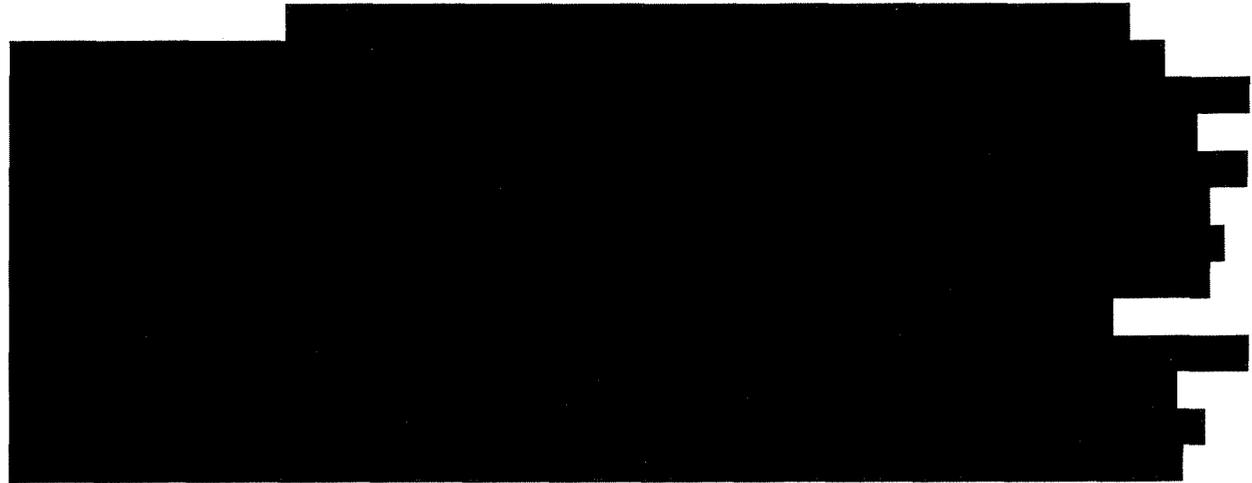


4.8 Quality Control. Contractor shall develop, implement and maintain a quality assurance plan for the Work which must include: Facility quality assurance; management and control of the Design, construction, procurement and supply services; and management and control of Subcontractors and their subcontracts. Such plan must be designed to meet Project Requirements, include procedures for effective implementation, and must be submitted to Owners within thirty (30) Days of the Effective Date for Owners' review and approval. Contractor shall also require Major Subcontractors to establish, implement and maintain comparable quality control and safety programs with respect to their respective portions of the Work. Compliance with the quality assurance plan will not relieve Contractor of any duty, obligation or responsibility under this Agreement.

4.9 Training. Contractor shall develop and implement a program to adequately instruct and train personnel made available by Owners in accordance with the provisions of Exhibit PP. Contractor grants Owners the right to record all training sessions and replay such recordings for retraining or training of others. Contractor will provide technical assistance to the New Unit's operating personnel in connection with the development of integrated plant training procedures.



4.11 Equipment Subcontractor Presence. Contractor shall be responsible for notifying and paying for any Equipment Subcontractor representative that it deems necessary to be present (i) at any of the training sessions, (ii) for erection supervision, (iii) for commissioning, or (iv) during the Performance Tests.



4.13 Transportation Costs. Contractor shall arrange and pay for all transportation, storage and transfer costs of every kind and nature in connection with the Work.

4.14 Station Manuals. Contractor shall prepare and provide to Owners the Station Manuals in accordance with the requirements of Exhibit A.

4.15 Control of Work. Contractor shall be solely responsible for all Design and construction means, methods, techniques, sequences, procedures, quality assurance and quality control programs in connection with the performance of the Work.

4.16 Emergencies. In the event of any emergency at the Job Site endangering life or property, Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including Contractor's response thereto, to Owners.



[REDACTED]



4.21 Compliance With Law. Contractor shall comply, and shall cause its Subcontractors to comply, with all Applicable Law in effect from time to time relating to the Work and/or the Facility, and shall give all applicable notices pertaining thereto. Contractor shall ensure that the Facility, as designed, engineered and constructed, complies and when fully operated is capable of complying with Applicable Law, provided, however, notwithstanding anything to the contrary herein, Contractor's obligations under this Agreement with respect to ensuring that the Facility complies with the requirements of Owners' Permits shall be limited to those specific requirements identified by Owners and specified in Exhibit T.

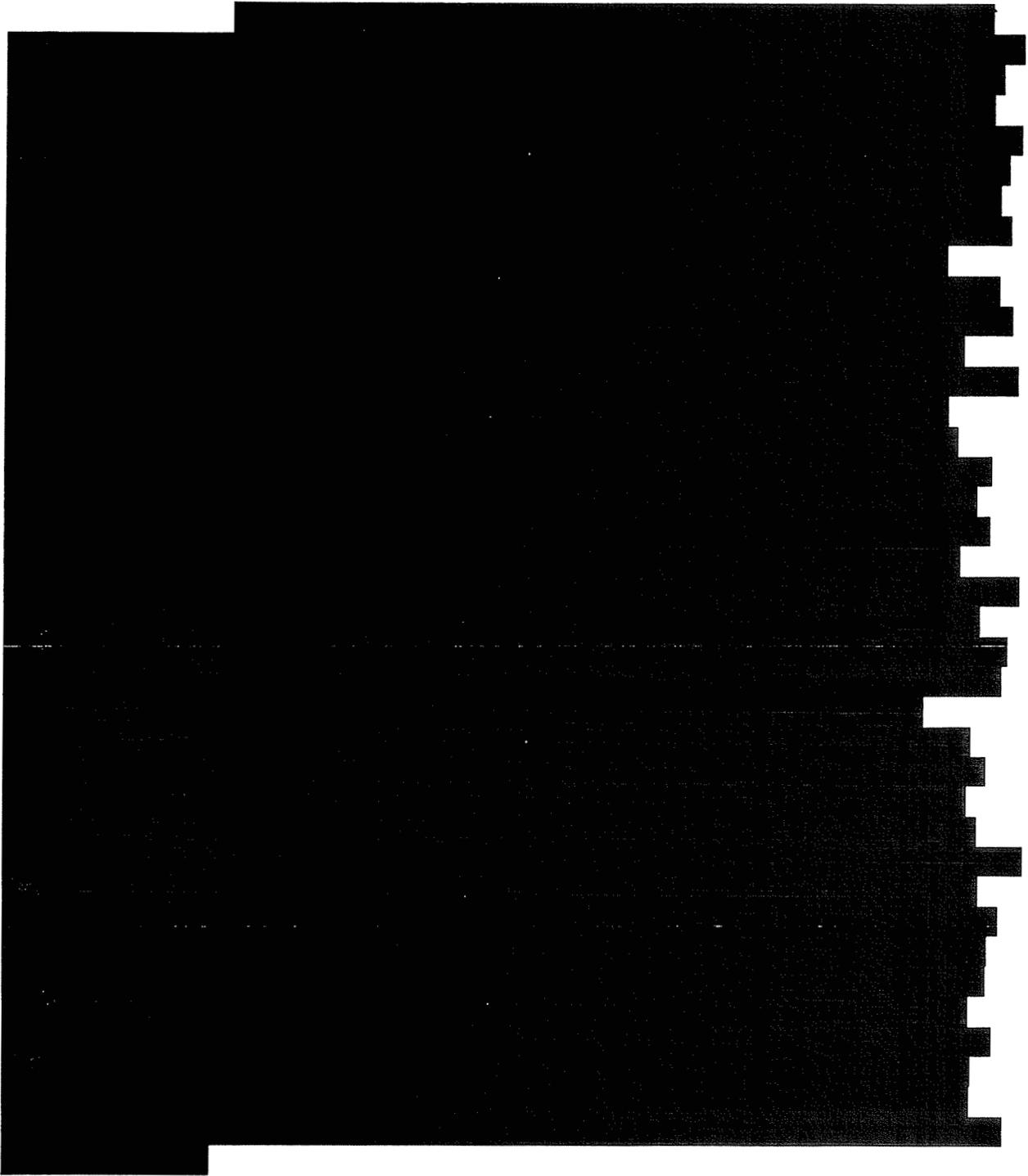
4.22 Permits and Approvals. Contractor shall secure and pay for, any and all Permits necessary for the proper execution and completion of the Work, except Owners' Permits. Contractor shall maintain and comply with all Permits and monitor and keep accurate records of the status of all Permits. Permits obtained by Contractor shall be maintained on the Job Site and copies shall be available to Owners on request.

4.23 Periodic Reports & Meetings.

4.23.1 Status Report. Within ten (10) Days after the end of each calendar month after the Effective Date, Contractor shall prepare and submit to Owners a status report, covering the previous calendar month, that will be prepared in a manner, level of detail and format acceptable to Owners and must include (i) a detailed description of the progress of the Work, including a critical path chart illustrating the progress which has been made together with a comparison against the Schedule, (ii) a statement of any significant issues including Change Orders that remain unresolved, and Contractor's recommendations for resolution of the same, (iii) an updated report as to Contractor's adherence to the Schedule, (iv) a summary of any significant events that are scheduled or expected to occur in connection with the Facility during the following thirty (30) Days, (v) a report on safety program performance and results for the previous month, including statistics, lost time accidents, OSHA recordables and near misses, as well as root causes and corrective actions, and (vi) such additional information reasonably requested by Owners. Contractor shall also comply with the requirements of Exhibit OO.

4.23.2 Attendance and Participation. Until Final Completion, Contractor shall attend and participate in meetings on a daily, weekly and monthly basis among Contractor and Owners for the purpose of discussing the status of the Work and anticipating and resolving problems. Such meetings may also include other Persons at the invitation of Owners, such as consultants of Owners, provided such Persons execute reasonable and customary agreements to maintain Work-related information on a confidential basis. Other Persons shall be permitted to attend with the prior consent of Owners. Contractor shall prepare and distribute notes of monthly meetings. Publication or distribution of notes of such meetings shall neither constitute a notice pursuant to Section 25.5 for any purpose under this Agreement nor a permitted basis to assert Claims under this Agreement. No implication whatsoever shall be drawn as consequence of a failure by any Party to comment upon or object to meeting notes prepared or distributed by the other Party.

4.24 Signage. Contractor shall not display, install, erect or maintain any advertising or other signage at the Trimble County Site without LG&E's prior written approval, except as may be required by Applicable Law.



4.26 Interference with Traffic. Contractor shall carry out the Work so as not to damage or interfere with access to, use or occupation of, public or private roads, docks, waterways, footpaths or other properties, whether in the possession of the Trimble County

Owners or of any other Person. Contractor shall communicate with, and ascertain the requirements of, all Governmental Authorities in relation to vessel or vehicular access to and egress from the Trimble County Site (and the Job Site) and shall comply with those requirements. Contractor shall be deemed to have satisfied itself as to and shall be fully responsible for the routing for deliveries of Equipment including delivery of heavy, large or oversize loads to the Trimble County Site or the Job Site, as appropriate.

4.27 Supply of Water. Contractor shall make available an adequate supply of drinking water for the benefit of its personnel and the personnel of its Subcontractors working on the Job Site.

4.28 Cutting and Patching. Contractor shall be responsible for all cutting, repairing, fitting or patching which is required to complete or repair the Work or to make its parts fit together properly. It is the intent of this Agreement that all areas requiring cutting, fitting, repairing or patching will be restored to a completely finished equivalent-to-new condition.

4.29 Cleaning Up. Contractor shall, at all times during the term of this Agreement, keep the Job Site, other portions of the Trimble County Site and surrounding streets (whether public or private), properties, waterways, sidewalks and other areas free from accumulations of waste materials, Equipment, rubbish, dirt, debris and other garbage, liquid and non-liquid materials whether spilled, dropped, discharged, blown out or leaked during performance of the Work. Contractor shall maintain its working, storage, laydown and parking areas in a clean and non-hazardous condition, and shall employ adequate dust control measures. Contractor must provide adequate tire washing facilities for trucks leaving the Job Site. Contractor shall perform proper maintenance of Equipment and Systems containing any Hazardous Substance. Contractor shall repair (if necessary) roads and other infrastructure (internal, public or private) on or in the vicinity of the Job Site and the Trimble County Site that are affected by construction activities or traffic, as needed. Hazardous Substances, including chemicals used in cleaning processes must be properly handled and must be properly disposed of off of the Trimble County Site. Prior to Final Completion with respect to the entire Job Site (including laydown, parking and construction areas) Contractor shall remove all tools, trailers, surplus and waste materials, and rubbish, and shall clean all glass (inside and out), remove all paint spots and other smears, stains or scuff marks, clean all plumbing and lighting fixtures, wash all concrete, tile and finished floors, and otherwise leave the Job Site and the Trimble County Site where Work was performed neat and clean. If Contractor fails to take the actions required by this Section 4.29, Owners may do so (or cause it to be done) and the cost thereof will be charged to Contractor.

4.30 Waste Disposal. Contractor is responsible for disposal of all wastes generated by it or its Subcontractors during the performance of the Work, including waste water, sanitary wastes, demolition debris, construction debris, spoil, surplus excavation material, driven water, office wastes, and wastes related to preparation, commissioning, testing, and start-up of Systems or Equipment, but excluding wastes generated by the operation of the New Unit and Common Facilities, which shall be responsibility of Owners. All such wastes shall be handled, stored or disposed of in accordance with Applicable Law in a suitable off-site location

or in the on-site locations provided for such purpose by Owners, as specifically permitted in Exhibit A. All costs related to such waste disposal shall be the responsibility of Contractor.

4.31 Water Control. Contractor shall carry out all dewatering, storm water control drainage, pumping and disposal required to keep the Work dry during performance of the Work. In no event shall Contractor (i) place Hazardous Substances (including site soils or water that may be contaminated), waste materials, trash or rubbish, or (ii) discharge contaminated water, into any area that will pollute a natural stream or body of water. No discharge of contaminated water may be permitted to cause soil contamination (whether documented or undocumented) in violation of any Applicable Law.

4.32 Permit Assistance. Contractor, at its expense, will reasonably assist and support Owners' efforts to obtain Owners' Permits, or to otherwise satisfy the conditions thereof. By way of example, such assistance includes providing customary information and documentation, and Design data and provision of all Design Documents certified, stamped or sealed as appropriate, that are necessary for Owners to properly and timely complete and defend all Permit-related hearings and actions.

4.33 Deliveries by Truck or Barge.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.34 Artifacts and Other Valuable Items. If Contractor should discover on the Trimble County Site any artifact, fossil or other items of historical, geological, archeological or other value, it shall immediately cease Work in the immediate vicinity thereof, notify Owners and take reasonable actions to preserve and protect such items from damage or theft. All such items are the property of one or more of the Trimble County Owners and Owners will provide Contractor with direction on how to proceed.

4.35 Release. Contractor is responsible for making all investigations and determinations necessary or desirable for it to enter into this Agreement. Contractor hereby releases the Companies and Owners from any and all liability in any way arising out of any information, document, statement or report related to the Existing Facilities, the Common Facilities, the Job Site or the Trimble County Site. Contractor expressly disclaims any right to any Change Order or other adjustment of the terms of this Agreement based on its reliance on information, actions or omissions of Owners with respect to any information, document, statement or report related to the Existing Facilities, the Common Facilities, the Job Site or the Trimble County Site provided by any of the Owners, except to the extent Contractor is entitled to relief in respect of Excusable Events.

[REDACTED]

[REDACTED]

ARTICLE 5

OWNER RIGHTS, DUTIES & OBLIGATIONS

[REDACTED]

5.2 Owners' Review. Owners will be entitled to review and comment on the Design and any plans, drawings, specifications or other documents in accordance with Section 4.7, which comments Contractor shall consider in good faith; provided, however, Owners will not have any responsibility or liability for the accuracy or completeness of such documents, for any defects, deficiencies or inadequacies therein or for any failure of such documents to comply with the requirements set forth in this Agreement, the responsibility for all of the foregoing matters being the sole obligation of Contractor. Owners may reproduce Design Document submittals received from Contractor for purposes related to the Facility, including operations and maintenance, despite any notice to the contrary on the document.

[REDACTED]

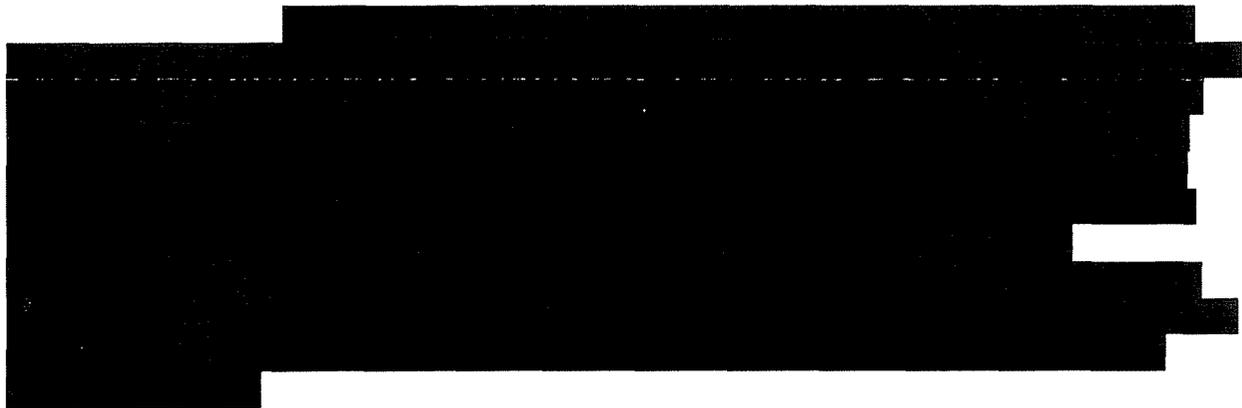
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5.5 Access and Inspection.

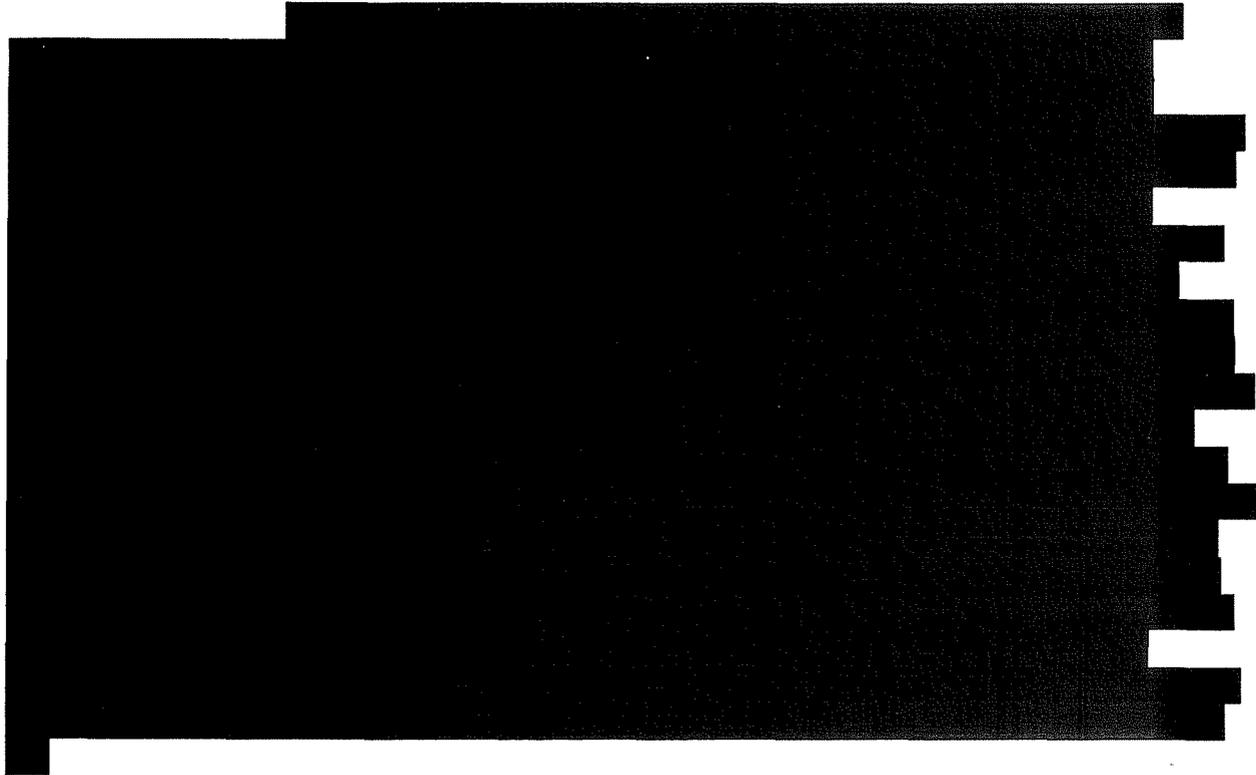
5.5.1 Access to Site. Owners shall provide reasonable land access to the Job Site through the gates specified in Exhibit K, other portions of the Trimble County Site and the Existing Facilities on which Work is to be performed to Contractor and its Subcontractors commencing upon the Mobilization Date for the performance of the Work, subject to Applicable Law, applicable Trimble County Site regulations set forth in Exhibit S, the requirements of Article 14 and the other provisions of this Agreement. Prior to the Mobilization Date, Contractor may have access to the Job Site and/or other portions of the Trimble County Site upon reasonable advance notice to Owners and at reasonable times for Pre-NTP Activities and other purposes expressly approved by Owners. Until issuance of the Notice to Proceed, Contractor shall not engage in any construction Work upon the Trimble County Site. Owners shall be entitled to restrict Contractor's access to or activities on the Trimble County Site prior to the Mobilization Date, except as is necessary for the performance of the Pre-NTP Activities and Contractor shall not be entitled to assert any claim for relief under Article 9 or Article 10 on account thereof.

5.5.2 No Relief. No inspection or review of, or failure to inspect or review, the Work or any portion thereof by Owners or any other Person on behalf of Owners will relieve Contractor of its obligation to properly execute and complete the Work. Inspection by Owners shall not be deemed to be supervision or direction by Owners, and is only for the purpose of attempting to confirm for Owners' purposes that the Work conforms to the requirements of this Agreement.

5.6 Owners' Permits. Owners are responsible for obtaining Owners' Permits in sufficient time to allow Contractor to perform the Work in accordance with the Schedule. Copies of Owners' Permits issued prior to the Effective Date have been provided to Contractor. Owners shall provide copies of each Owners' Permit issued or changed after the Effective Date within five (5) Days of obtaining a copy of such Owners' Permit or change thereto. At their expense, Owners will reasonably assist and support Contractor's efforts to obtain the Permits for which Contractor is responsible as set forth in Section 4.22, or to otherwise satisfy the conditions thereof.



5.8 Rights Not Limited. The rights and remedies provided in this Article 5 are in addition to, and not in limitation of, any other rights or remedies otherwise available to Owners under this Agreement.



5.10 Contractor's Personnel. Owners have the right to object to any representative or Person employed by Contractor who engages in misconduct, is incompetent or negligent while on the Job Site or the Trimble County Site. Contractor shall remove such Person from the Job Site or the Trimble County Site, as applicable upon receipt of Owners' notice. Any cost for replacement personnel will be at Contractor's expense. The rights of Owners under this Section 5.10 are in addition to the rights of Owners with respect to the personnel pursuant to Section 4.6.



5.12 Terminal Points. The facilities specified in Exhibit D that are to be made available to Contractor by Owners shall be made available as and when required by Exhibit D and in compliance with the interface requirements stated in Exhibit D; provided, notwithstanding Exhibit D, Contractor shall provide at least thirty (30) Days' notice of the Day on which Contractor requires each such facility to be made available, which notice will be updated promptly upon a change in the schedule. Additionally, Contractor will provide oral notice within twenty-four (24) hours of the required time, which notice will be promptly followed by written notice.

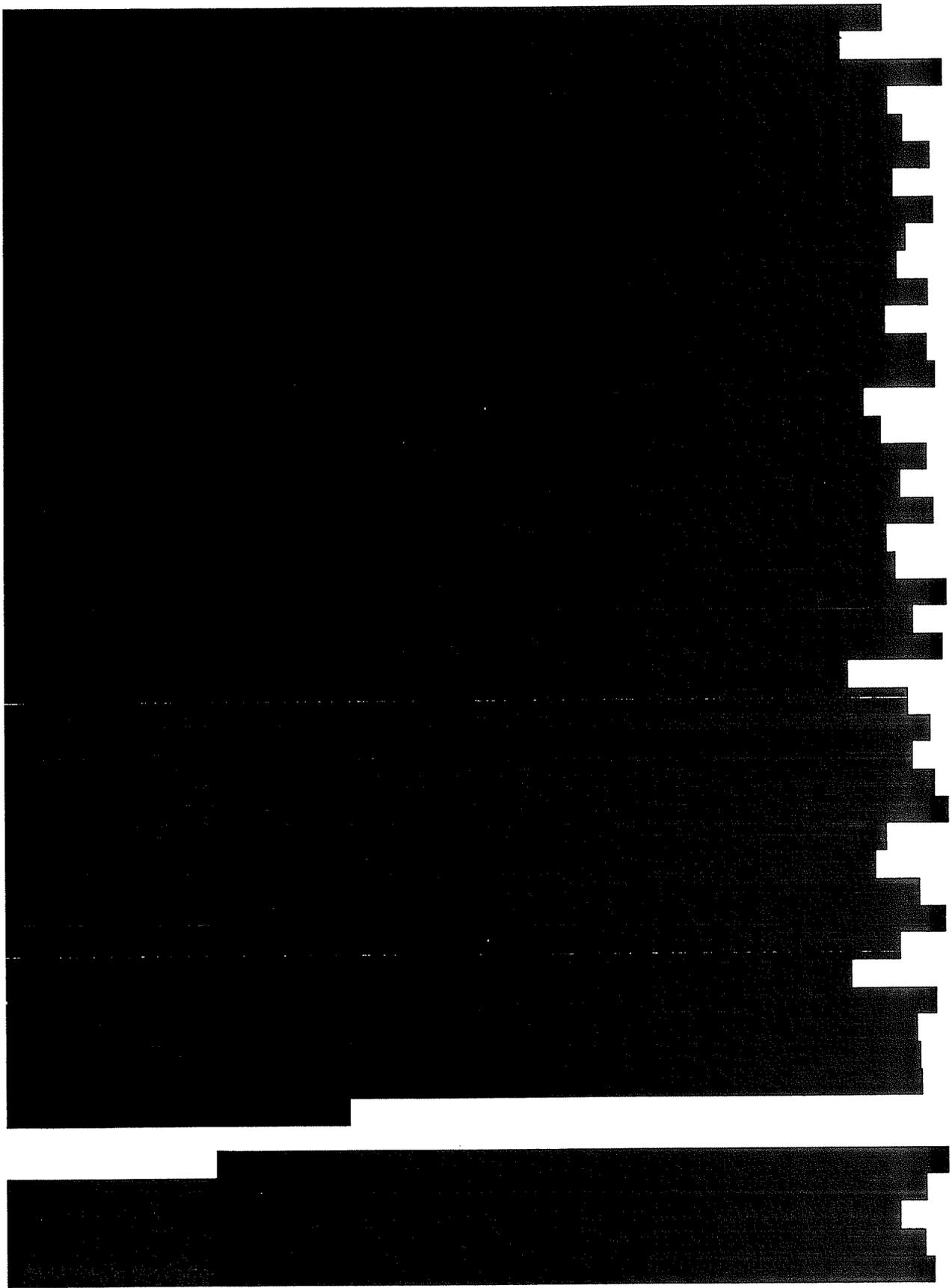
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ARTICLE 6

PROJECT SCHEDULE

6.1 Commencement. Contractor acknowledges that it will diligently pursue performance of the Pre-NTP Activities on and from the Effective Date. Contractor acknowledges that it will commence full performance of the Work and will continuously and diligently fulfill its obligations under this Agreement upon its receipt of the Notice to Proceed.

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

ARTICLE 8

CONTRACTOR'S COMPENSATION

[REDACTED]

ARTICLE 10

CONTRACT CHANGES

10.1 Owner-Initiated Changes.

10.1.1 Change Order Requests. Owners may, from time to time, without invalidating this Agreement, request Changes consistent with the general purposes of this Agreement, by notification in writing to Contractor (a "Change Order Request"), and the Work, Contract Price, Schedule or other applicable provision of this Agreement will be subject to equitable adjustment in accordance with this Article 10. Each Change Order Request will describe the Changes requested.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.3 Emergencies. Any request for a Change claimed by Contractor on account of emergency work will be determined by the Parties by mutual consent and based upon the facts of each such incident.

[REDACTED]

10.5 Contractor Caused Delays. To the extent any delay or suspension is caused by the failure of Contractor or any of its Subcontractors to comply with the terms of this Agreement, no adjustment will be made to the Contract Price, Schedule or other provision of this Agreement.

ARTICLE 11

TEST AND INSPECTIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

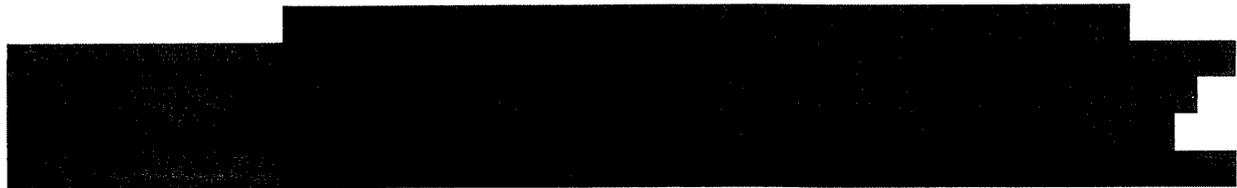


ARTICLE 12

CORRECTION OF WORK

12.1 Correction of Work. Prior to the earlier to occur of the Commercial Operation Date or the Substantial Completion Date, Contractor shall, at the earliest practical opportunity, correct, repair or replace any portion of the Work that is defective or does not conform to the requirements of this Agreement, without regard to the stage of completion of the Work or the time or manner of discovery of the defect or nonconformance. If other portions of the Work are adversely affected by or are damaged by such defective Work, Contractor shall, at its sole cost and expense and at the earliest practical opportunity, correct, repair or replace such affected or damaged Work. Contractor shall bear all costs of correcting such defective or nonconforming Work, including additional testing and inspections and compensation for any Design or engineering services and expenses made necessary thereby.

12.2 Urgent Repairs. If by reason of any accident, failure or event occurring to, in, or in connection with the Work or any part thereof either during the execution of the Work or during any period of warranty hereunder, any remedial or other work or repair is in the opinion of Owners urgently necessary and Contractor is unable or unwilling at once to do such work or repair, Owners may, with their own forces or other contractors, do such work or repair as considered necessary. If the work or repair so done is Work which Contractor was liable to do at its own expense under this Agreement, all costs and expenses incurred by Owners in so doing less any insurance proceeds received by Owners as a result of such event shall be paid by Contractor to Owners on demand. Owners, as soon after the occurrence of any such emergency as may be reasonably practicable, shall notify Contractor thereof in writing.



[REDACTED]

ARTICLE 14

PROTECTION OF PERSONS AND PROPERTY

14.1 Safety Programs. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement, including a fitness for duty policy and other appropriate precautions and programs for areas in and around the Trimble County Site. Prior to the Mobilization Date, Contractor shall prepare and deliver to Owners a plan to ensure proper health, safety and environmentally sound practices are employed and enforced in the performance of the Work. At a minimum, such plan shall require Contractor to comply, and shall cause all Subcontractors to comply, with those rules, regulations and procedures set forth in Exhibits A, S and H, as they may be reasonably changed by Owners from time to time and Project Requirements. The efficacy or implementation of such plan shall not relieve Contractor of its obligations under this Agreement. If Owners become aware of any Work, or the performance of any Work, that they reasonably believe constitutes a threat to the health, safety of persons, property or the environment, then, without limiting any other rights of Owners hereunder, Owners may (but shall not be obligated to) immediately suspend the performance of the Work and thereafter promptly advise Contractor of the cause therefor. Such suspension may be maintained until such cause is removed. All costs related to such suspension and any other adverse impact on Contractor or the Work attributable thereto shall be the responsibility of Contractor and no relief under this Agreement shall be allowed. Owners, in their reasonable

opinion, may exclude from the Trimble County Site any individual whose conduct is prejudicial to safety, health, protection of the environment, or is found or suspected to be in violation or in disregard of the requirements of this Article, this Agreement or Applicable Law.

14.2 Applicable Law. Contractor shall give notices and comply with Applicable Law bearing on the safety of Persons or property (on and off the Trimble County Site) or their protection from damage, injury or loss, including all standards of the U.S. Occupational Safety & Health Administration applicable to the Work.

14.3 Safety Precautions. Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (i) employees and Subcontractors or other Persons performing the Work and all other Persons who may be affected thereby;
- (ii) the Work and Equipment to be incorporated therein, whether in storage on or off of the Site, under the care, custody or control of Contractor or Subcontractors; and
- (iii) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, waterways, roadways, structures and utilities.

14.4 Security. Contractor shall take all precautions and measures as may be necessary to secure the Job Site and other portions of the Trimble County Site on which Work is being performed at all hours, including evenings, holidays and non-work hours. Contractor is not entitled to rely on security provided by Owners. Contractor shall erect, maintain or undertake, as required by existing conditions and the performance of this Agreement, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Owners and users of adjacent sites and utilities. Such precautions may include the provision of security guards and/or fencing.

14.5 Dangerous Materials. When use or storage of dangerous materials or equipment or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities only under the supervision of properly qualified personnel. Explosives shall not be used on the Job Site or the Trimble County Site.

14.6 Safety Personnel. Contractor shall assign a full-time Job Site safety officer who shall be responsible for introducing, administering and monitoring procedures to promote safe working conditions on the Job Site (and other areas of the Trimble County Site where Work is to be performed) and compliance with Applicable Law.

14.7 Loading. Contractor must not load or permit any part of the construction, the Job Site or other portions of the Trimble County Site to be loaded so as to endanger the safety of Persons or property.

14.8 Notices to Owners. Contractor shall, within twenty-four (24) hours of the event, report in writing to Owners all accidents arising out of or in connection with

the Work that cause death, bodily injury or property damage, giving full details and statements of any witnesses. In addition, if death or serious bodily injury or substantial damage occurs, the accident shall be reported immediately by telephone or messenger to Owners.

14.9 Code of Business Conduct. Contractor hereby acknowledges receipt of the E.ON U.S. LLC Code of Business Conduct and agrees to comply therewith as it may be amended from time to time.

14.10 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 LG&E familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by Owners. Contractor acknowledges that it has inspected all equipment, structures, and property of other Trimble County Owners to determine the existence of 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.

14.11 Drug and Alcohol. No individual will perform any of the Work while under the influence of any illegal or controlled substance or alcohol. No alcohol may be consumed eight (8) hours prior to any individual's performance of the Work or anytime during the workday. An individual 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 and/or alcohol testing program set forth in Exhibits A and H, Contractor shall (i) institute a random drug and/or alcohol testing program covering all individuals that will perform any of the Work, (ii) promptly, upon the written request of Owners, perform drug and/or alcohol tests on all individuals that will perform any of the Work, and (iii) perform drug and/or alcohol tests on any individual that will perform any of the Work under either of the following circumstances: (a) where the individual'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 individual; and (b) where Owners determine in their sole discretion that there is reasonable cause to believe such individual is using drugs or alcohol or may otherwise be unfit for duty. Such individuals tested in accordance with clause (a) or (b) above 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 alcohol and/or drug testing requirements required by Applicable Law. Notwithstanding anything to the contrary herein, if the rules and regulations of LG&E pertaining to the Trimble County Site with respect to alcohol and/or drugs shall at any time be more stringent than the requirements of this Agreement, Contractor will comply and cause its Subcontractors to comply with such more stringent rules and regulations.

ARTICLE 15

**SEPARATE CONTRACTORS AND ACTIVITIES BY
OWNER**

15.1 Separate Work. Owners reserve the right to perform either with its own forces or through other contractors and subcontractors construction or operations related to the Facility or any other construction or other work at the Job Site or the Trimble County Site.

15.2 Integration. Contractor shall use reasonable best efforts to arrange the performance of the Work so that the Work and the work of Owners' forces or any of its separate contractors are properly integrated, joined in an acceptable manner and performed in the proper sequence without any disruption or damage to the Work, the work or business operations of any of the Trimble County Owners or any work of Owners' forces or its separate contractors.

15.3 Coordination. Contractor shall provide for coordination of the activities of Contractor's, and its Subcontractors' forces with the activities of Owners' forces and each of its separate contractors and the Trimble County Owners, as applicable in accordance with the coordination plan established pursuant to Section 4.20.

15.4 Use of Job Site. Contractor shall afford all separate contractors reasonable opportunity for storage of their materials and equipment and for performance of their work on the Job Site. Owners shall direct all separate contractors to cooperate with Contractor and to avoid actions that could unreasonably interfere with the activities of Contractor.

15.5 Deficiency in Work of Owners and Separate Contractors. Without otherwise limiting Contractor's obligations under this Agreement, if part of Contractor's Work depends for proper execution or results upon construction or operations by Owners or another separate contractor of Owners, Contractor shall, prior to proceeding with that portion of the Work, promptly report to Owners any apparent discrepancies or defects in such other construction or operations that would render it unsuitable for proper execution and results by Contractor. The Parties shall resolve in good faith any such discrepancies or defects or any disagreements relating thereto, and Owners shall correct or cause the separate contractor to correct its defects and deficiencies. Failure of Contractor so to report discrepancies or defects of which it has or upon reasonable investigation should have had knowledge shall constitute an acknowledgment by Contractor to Owners that Owners or separate contractor's completed or partially completed construction or operations are fit and proper to receive Contractor's Work, except as to discrepancies and defects not then reasonably discoverable.

ARTICLE 16

INTELLECTUAL PROPERTY

[REDACTED]

ARTICLE 17

REPRESENTATIONS AND WARRANTIES

17.1 Contractor. Contractor hereby represents and warrants the following to Owners, on and as of the Effective Date, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and Final Completion:

- (i) it is able to furnish the tools, materials, supplies, Equipment, labor, supervision and demolition, Design and construction services required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;
- (ii) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada;
- (iii) it is authorized to do business in the Commonwealth of Kentucky and properly licensed by all Governmental Authorities having jurisdiction over Contractor, the Work and/or the Facility;
- (iv) 
- (v) except with respect to any Owners' Permit, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending against or, to the knowledge of Contractor, threatened against or affecting Contractor or any of its properties, rights, revenues assets or the Work (a) which could reasonably be expected to have a material adverse effect on the properties, business, prospects, operations or financial condition of Contractor or (b) which could reasonably be expected to have a material adverse effect on the ability of Contractor to perform its obligations under this Agreement; and
- (vi) this Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

17.2 Owners. Each Owner hereby represents and warrants the following to Contractor, on and as of the Effective Date, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and Final Completion:

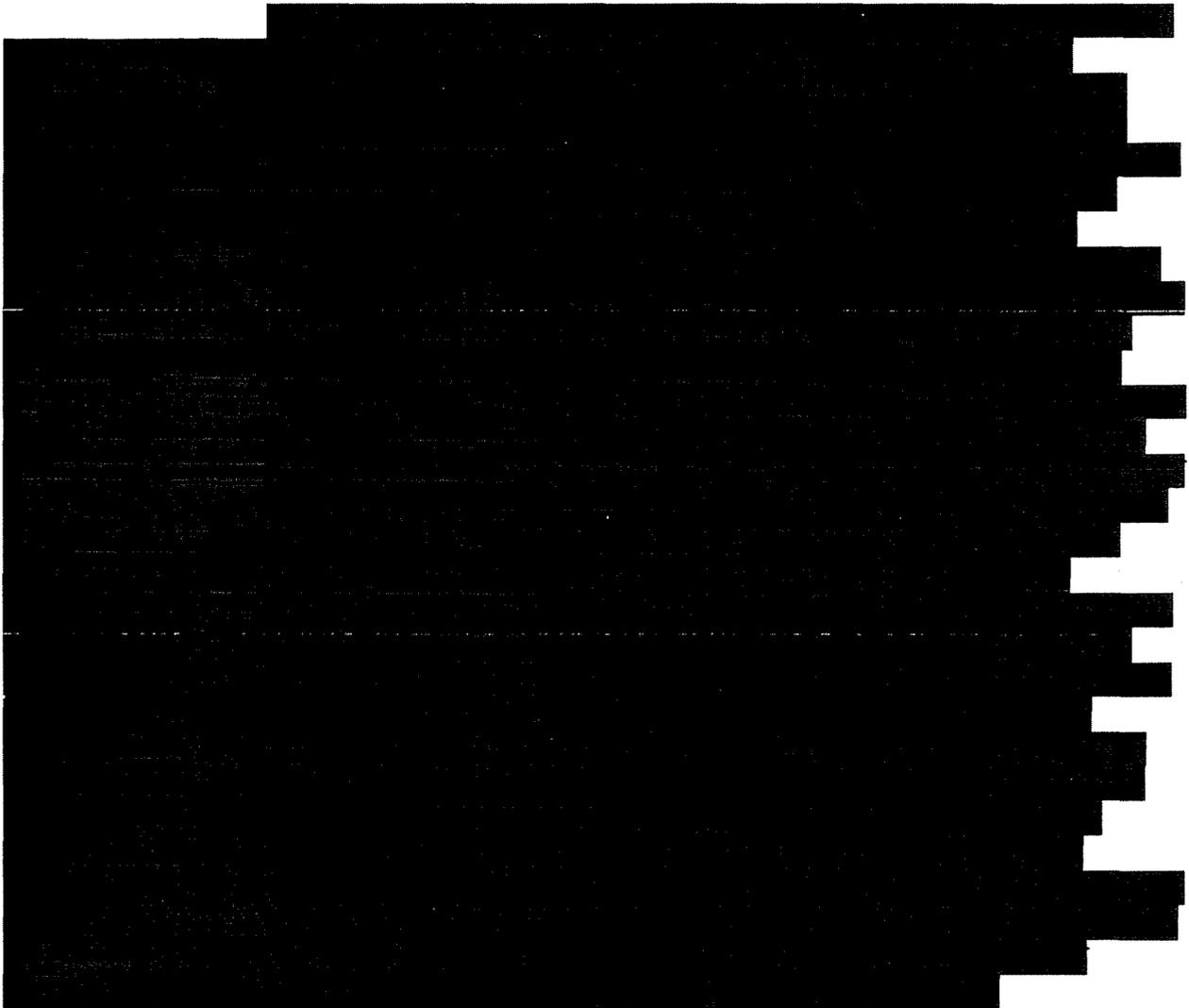
- (i) it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly qualified to do business in the Commonwealth of Kentucky;
- (ii) no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending against or, to its knowledge, threatened against or affecting it or any of its properties, rights, revenues, assets (a) which could reasonably be expected to have a material adverse effect on the properties, business, prospects, operations or financial condition of it or (b) which could

reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement;

- (iii) this Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding agreement of it, enforceable against it in accordance with its terms to the extent of its ownership interest in the Facility; and
- (iv) whether individually or, in any combination, LG&E, KU, IMPA and/or IMEA own all of the individual undivided ownership interests in the Facility and the Existing Facilities, including Trimble County Unit 1 but excluding Third Party Facilities owned by Synthetic Materials, a Florida partnership.

ARTICLE 18

PROPRIETARY INFORMATION



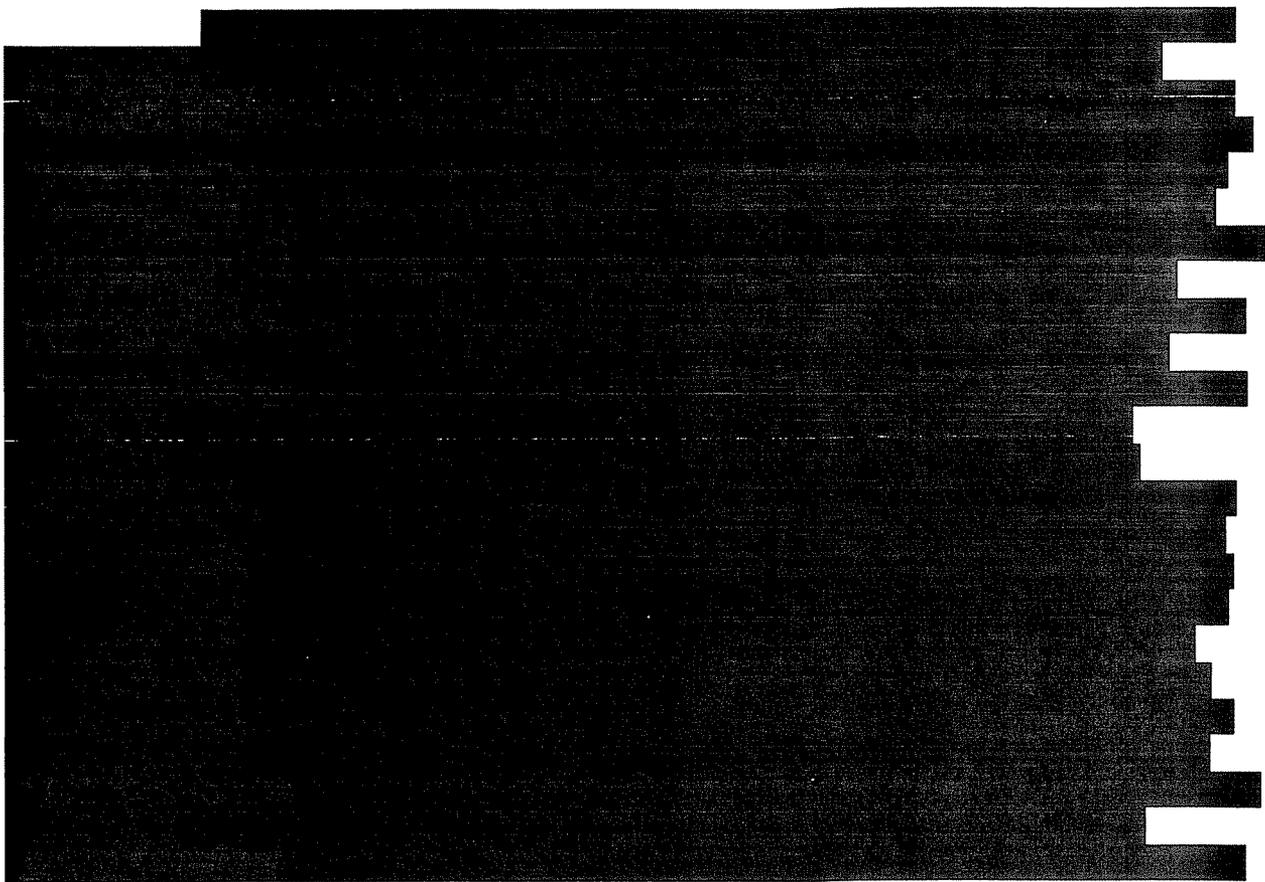
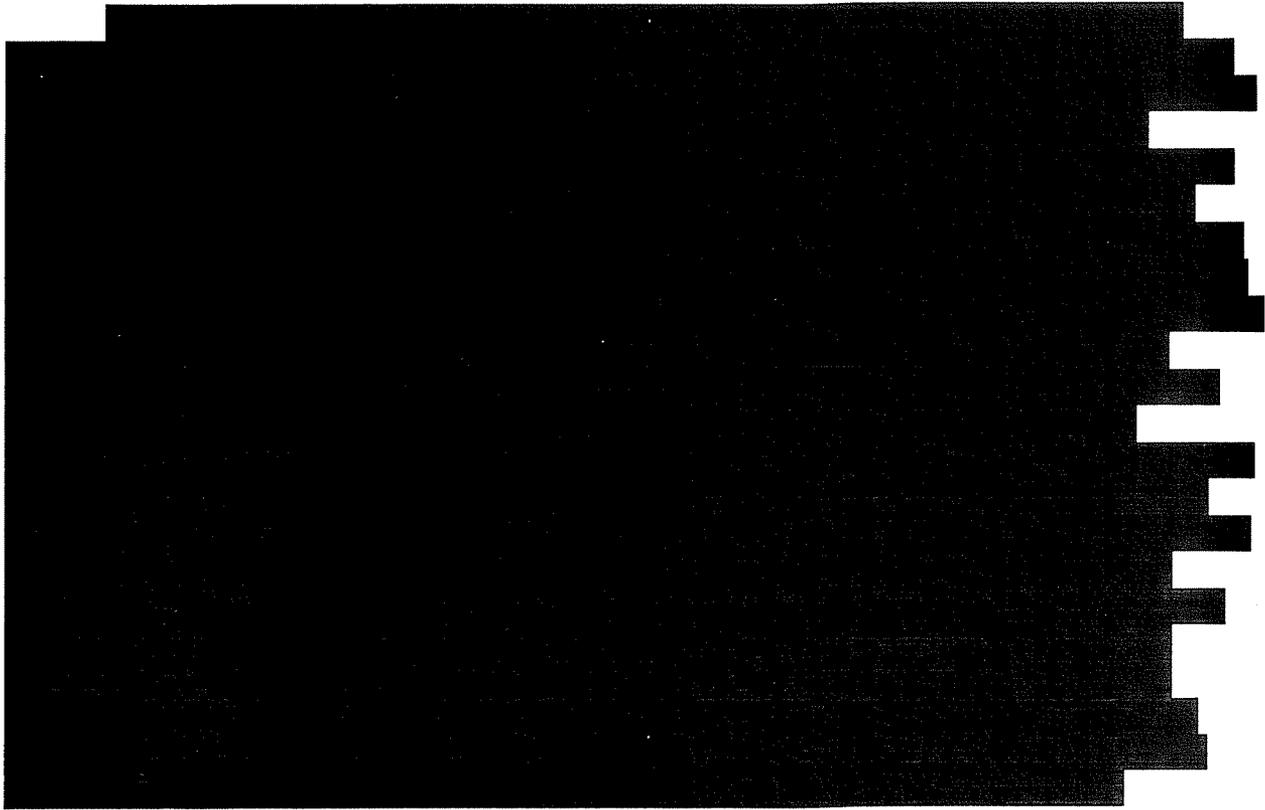
19.1.1 Encountering Hazardous Substances. If, in the course of performance of the Work, Contractor either spills, leaks or releases (including threatened releases) Hazardous Substances into the environment or encounters on the Job Site or any portion of the Trimble County Site on which Work must occur any matter which it reasonably believes is a Hazardous Substance in such quantities and/or at such levels that may require investigation and/or remediation pursuant to Applicable Law, Contractor shall immediately suspend the Work in the area affected (except as provided below) and immediately report the condition to the Owners' Representative orally followed by a written notice. In any such event, the obligations and duties of the Parties hereto shall be as follows:

(i)

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 20

INDEMNIFICATION

[REDACTED]

ARTICLE 21

INSURANCE

Contractor (and its Subcontractors) and Companies shall provide and maintain the insurance specified in Exhibit V in accordance with the terms and provisions thereof.

ARTICLE 22

TITLE & RISK OF LOSS

[REDACTED]

[REDACTED]

[REDACTED]

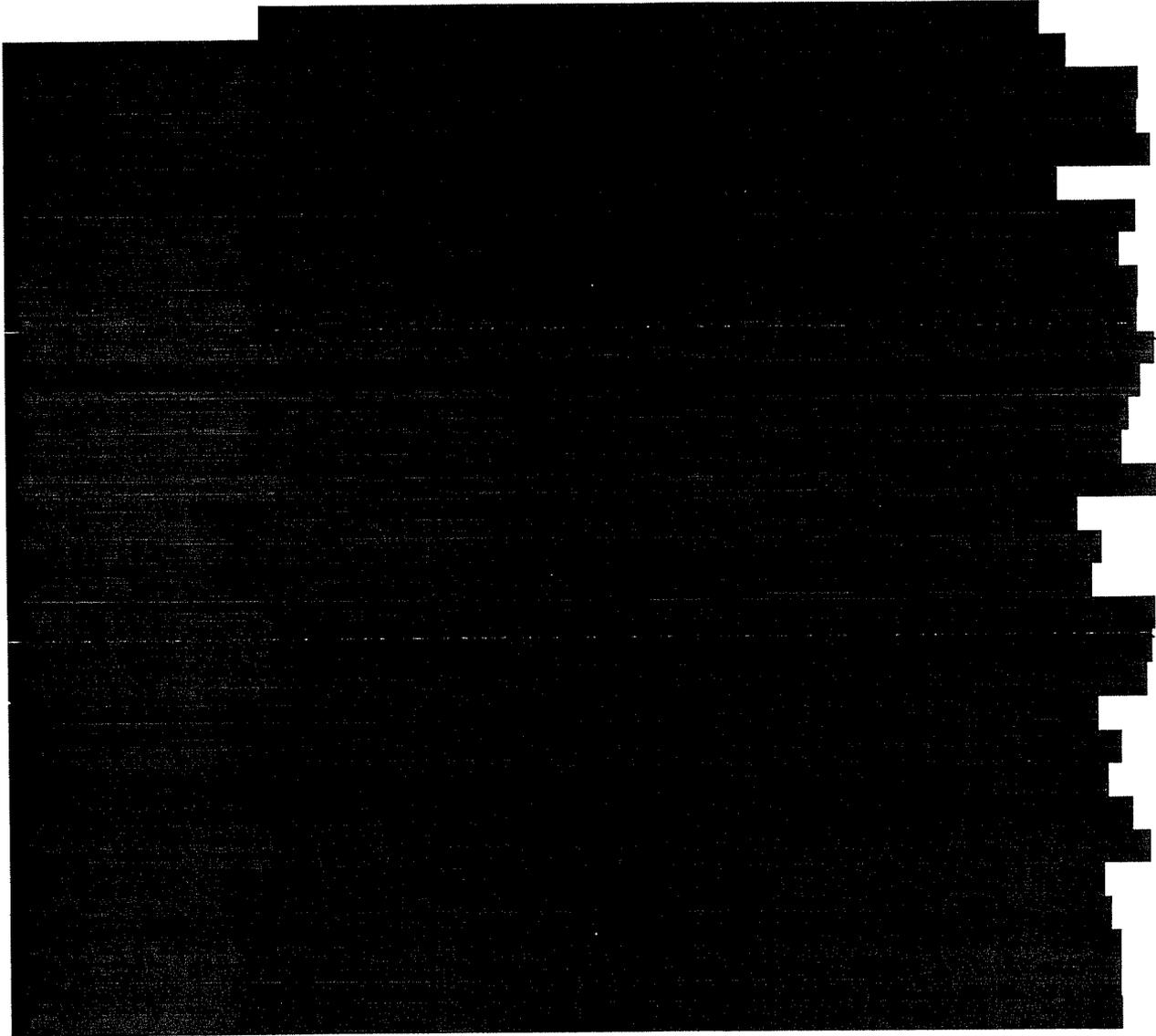
[REDACTED]



22.4 Contractor Tools. Risk of loss or damage to the equipment or tools of Contractor, its employees or its Subcontractors will at all times remain with Contractor, its employees or its Subcontractors.

ARTICLE 23

DISPUTE RESOLUTION



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

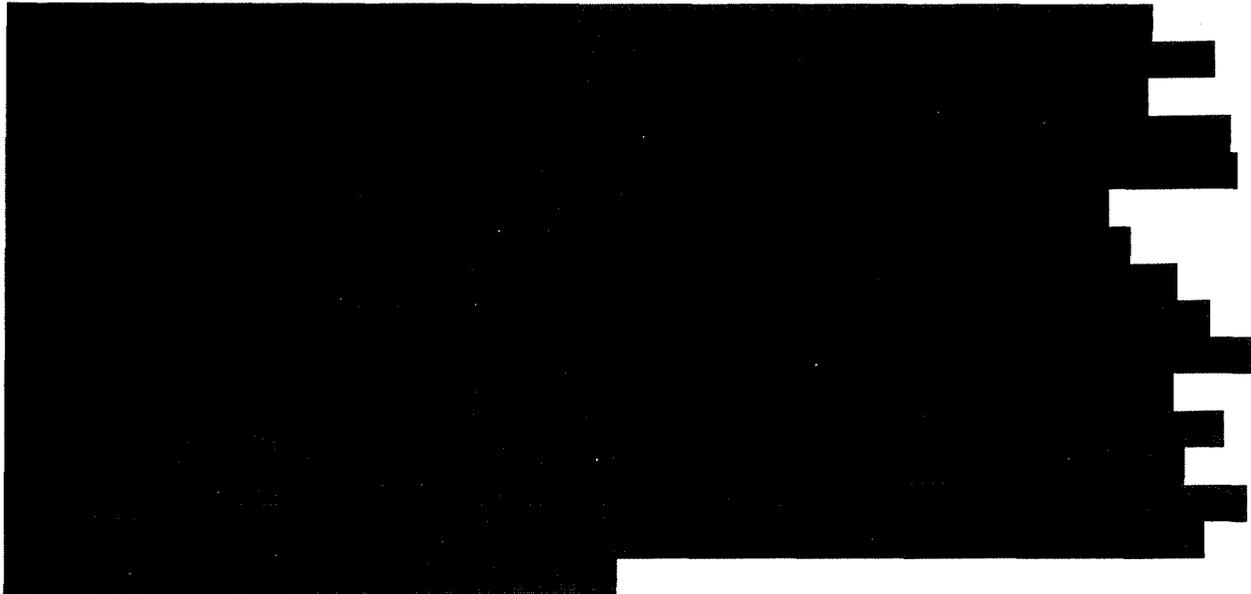
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ARTICLE 24

TERMINATION

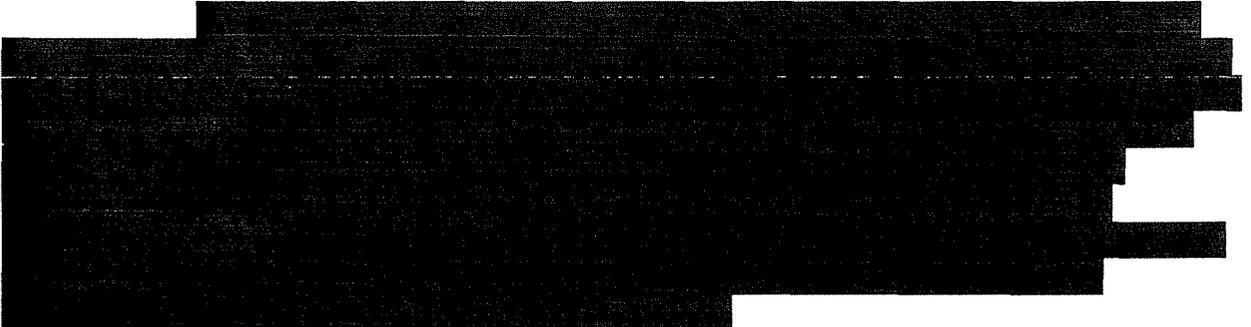
24.1 Termination for Convenience.

[REDACTED]



24.1.2 Assumption. Notwithstanding anything to the contrary herein, Owners, in lieu of the payment of any cancellation charge pursuant to Section 24.1.1, may, upon request, assume all of Contractor's obligations under any purchase order or other agreement with a Subcontractor. Contractor, upon Owners' request, shall promptly provide Owners with an estoppel certificate stating all known unsatisfied Liabilities under any such purchase order or other agreement and thereafter, upon Owners' request assign all of its right, title and interest therein to Owners. Such assignments shall be in form and substance satisfactory to, and at no additional cost to, Owners. Such agreements shall be in full force and effect upon such assignment. Contractor covenants that a provision substantially similar to this Section 24.1.2 shall be inserted in each such agreement with a Subcontractor to preserve the rights of Owners under this Section 24.1.2.

24.1.3 Mitigation. If any cancellation payment is due to Contractor from Owners, Contractor shall use its reasonable best efforts to mitigate the amount of such cancellation payment.



[REDACTED]

ARTICLE 25

MISCELLANEOUS PROVISIONS

25.1 Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without reference to the conflict of laws rules thereof. Each of the Parties hereby agrees that any legal proceedings which may arise

out of or relating to this Agreement or under any of the other documents entered into in connection therewith shall be brought in the United States District Court for the Western District of Kentucky, located in Louisville (and if such court does not have jurisdiction over a matter at controversy between the Parties, any state court located in Louisville, Kentucky). Accordingly, each of the Parties hereby submits to the jurisdiction of the United States District Court for the Western District of Kentucky, located in Louisville (and if such court does not have jurisdiction over a matter in controversy between the Parties, any state court located in Louisville, Kentucky) for purposes of all legal proceedings that may arise out of or relating to this Agreement or under any of the other documents entered into in connection therewith. Each of the Parties hereto (i) irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum; (ii) agrees, to the fullest extent permitted by federal law, not to raise any objection (other than in respect of subject matter jurisdiction) to the removal or transfer to the United States District Court for the Western District of Kentucky of any such proceeding that is initially brought in any other court; and (iii) agrees that it will not file any motion or assert any defense in any such proceeding that is inconsistent with the foregoing waivers and consent. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS ENTERED INTO IN CONNECTION HEREWITH. As of the Effective Date, each Party believes that the requirement of diversity of the parties (one of the requirements needed for a federal court to have subject matter jurisdiction of a dispute between the Parties or between Contractor and any one or more of Owners) is met.

25.2 Entire Agreement. This Agreement represents the entire agreement between Owners and Contractor with respect to the subject matter hereof, and shall supersede all prior negotiations, binding documents, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument signed by Owners (subject to Section 3.9) and Contractor as appropriate.

25.3 Successors and Assigns. Contractor may not assign, convey or transfer this Agreement, or any part thereof, without Owners' prior written consent. This Agreement is binding upon, and inures to the benefit of, the successors and permitted assigns of the Parties hereto. Owners may assign, novate or declare any trust of the whole or any part of this Agreement and any benefit, interest, right or cause of action arising under this Agreement to an affiliated Person or to a third party with comparable technical and financial abilities.

25.4 Contractual Relationship. Nothing contained in this Agreement may be construed as creating a contractual relationship of any kind (i) between the Companies, Owners and any Subcontractor (except as provided in Article 3 and Section 13.4 hereof), or (ii) between any Persons other than Owners and Contractor. Contractor is an independent contractor and all of its agents and employees shall be subject solely to the control, supervision, and authority of Contractor. Owners and Contractor disclaim any intention to create a partnership or joint venture. Except as provided in Section 4.25, Contractor may not act for or have any power or authority assume any obligation or responsibility on behalf of Owners.

25.5 Notices. All notices pertaining to this Agreement must be in writing, signed by a duly authorized representative of the Party giving such notice and will be deemed given when received by personal delivery, recognized express courier or facsimile (followed by recognized express courier) to the other Party at the address designated below:

If to Owners:

Kentucky Utilities Company
Louisville Gas and Electric Company
220 West Main Street
Louisville, KY 40202
Attn: Project Engineering, Manager Capital Projects
Mr. Noel Lively
Telephone: (502) 627-4577
Facsimile: (502) 627-3502

With required copies to:

Kentucky Utilities Company
Louisville Gas and Electric Company
220 West Main Street
Louisville, KY 40202
Attn: General Counsel
Telephone: (502) 627-3665
Facsimile: (502) 627-4622

Kentucky Utilities Company
Louisville Gas and Electric Company
220 West Main Street
Louisville, KY 40202
Attn: Director of Project Engineering,
Mr. Scott Straight
Telephone: (502) 627-2701
Facsimile: (502) 217-2040

If to Contractor:

Bechtel Power Corporation
5275 Westview Drive
Frederick, MD 21703-8306
Attn: Project Manager
Mr. William Harper
Telephone: (301) 228-8276
Facsimile: (301) 228-7239

With required copies to:

Bechtel Power Corporation

5275 Westview Drive
Frederick, MD 21703-8306
Attn: Operation Manager
Mr. Robert Clipper
Telephone: (301) 228-6728
Facsimile: (240) 379-6757

Bechtel Power Corporation
5275 Westview Drive
Frederick, MD 21703-8306
Attn: Principal Counsel
Telephone: (301) 228-6894
Facsimile: (301) 696-8526

Addresses may be changed by a Party effective upon receipt of notice of such address change.

25.6 Rights Cumulative. Except as otherwise expressly provided or limited in this Agreement, (i) rights and remedies available to Owners and/or Contractor as set forth in this Agreement are cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to Owners and/or Contractor in any provision of this Agreement will not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof. Notwithstanding the foregoing, (i) the rights and remedies of Owners remain subject to the liability limitations set forth in Section 7.7, and (ii) whether or not Owners decide to pursue the express cover remedy contemplated by Section 24.2.2, Contractor's liability for termination under Section 24.2 will in no event exceed the aggregate amount for which Contractor would have been liable in respect of Excess Costs of Cover as contemplated by Section 24.2.2 had Owners' promptly completed or arranged for the completion of the Work and Contractor's other obligations.

25.7 Incorporation by Reference. The recitals set forth on the first page of this Agreement are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

25.8 No Waiver. No course of dealing or failure of Owners and/or Contractor to enforce strictly any term, right or condition of this Agreement may be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement will operate as a waiver of any other term, right or condition.

25.9 Interest Rate. Unpaid amounts will bear interest at an annual (365 or 366 Days, as appropriate) rate equal to the lesser of (i) two percent (2%) in excess of the Prime Rate and (ii) the maximum rate permitted by Applicable Law (the "Interest Rate").

25.10 Financing Cooperation. Contractor shall provide such reasonable assistance and cooperation to Owners as may be necessary for Owners to secure Financing for the Facility, including developing and providing information regarding the Facility reasonably available to Contractor; making presentations to potential Financing Parties, their consultants and

representatives; and responding to any questions or requirements asked or imposed by any Financing Parties. Contractor hereby consents to the collateral assignment of this Agreement to the Financing Parties. Contractor and Owners agree to consider amendments to this Agreement in accordance with reasonable requests from each Owner's Financing Parties. Contractor also agrees to enter into a consent to collateral assignment with the Financing Parties regarding this Agreement, which consent will contain such provisions as are typically provided to the Financing Parties, including giving the Financing Parties financial information of Contractor reasonably satisfactory to Financing Parties, copies of certain notices delivered to Owners hereunder, and affording the Financing Parties an independent right to cure any Owners' Defaults hereunder. Contractor shall also provide customary inside counsel legal opinions as required by the Financing Parties.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25.11.5 Applicable Credits. Contractor shall give notice to Owners of Applicable Credits as and when Contractor obtains knowledge of such Applicable Credits.

[REDACTED]

25.13 No Third Party Beneficiaries. The provisions of this Agreement are intended for the sole benefit of Owners and Contractor and, except to the extent specifically identified herein, there are no third party beneficiaries other than assignees contemplated by the terms herein.

25.14 Non-Recourse. The Companies are agents of Owners under the Participation Agreement for purposes of administering this Agreement and managing the obligations of Owners hereunder. Anything to the contrary notwithstanding, the obligations of Owners under this Agreement are (i) the several (and not joint) obligations of each Owner to the extent of each such Owner's undivided ownership interest in the New Unit and (ii) obligations of Owners and do not constitute obligations of (and no recourse shall be had with respect thereto to) the Companies or any shareholder of any of the Companies or Owners, any of their parent or affiliate companies, or any shareholder, partner, member, officer, director, commissioner or employee of any such Person and no action shall be brought or maintained against (a) any such partner, parent or affiliate companies, or any shareholder, partner, member, officer, director,

commissioner or employee of any thereof or (b) either of the Companies. The Parties acknowledge and agree that any provision of this Agreement that limits, excludes or protects against any liability of Owners, grants indemnity or confers rights or remedies that are intended to benefit (and be enforceable by) Owners, shall be applicable to the Companies whether or not the Companies are specifically referenced in such provision. At such time as an Owner ceases to have a undivided ownership interest in the New Unit, such Owner will be automatically released from all obligations and liabilities arising thereafter under this Agreement, provided that (1) such Owner delivers a notice to Contractor advising Contractor of the identity of the Person or Persons to which its undivided ownership interest in the New Unit has been transferred and the amount of the undivided ownership interest in the New Unit transferred to each such Person, (2) such transferee delivers written notice to Contractor indicating that it has assumed the obligations of the transferor as of such date with respect to the undivided ownership interest in the New Unit acquired, and (3) such transferee is financially capable of making the payments required hereunder in the reasonable opinion of Contractor; provided, however if such transferee has at least the same net worth as the Owner transferring its undivided ownership interest in the New Unit had on the Effective Date of this Agreement, its ability to meet its payment obligations hereunder shall be deemed conclusive. For the avoidance of doubt, each Owner shall be liable to Contractor only for a percentage of the obligations of the Owners corresponding to its undivided ownership interest in the New Unit, provided that the aggregate undivided ownership interests in the New Unit of all Owners shall always equal 100%. On the Effective Date the undivided ownership interests in the New Unit of Owners are set forth in Exhibit UU, which Exhibit shall be updated by Owners promptly after any change in Owners or their respective undivided ownership interests in the New Unit under the Participation Agreement.

25.15 Reserved.

25.16 Provisions Required by Law. Any term or condition required to be contained in this Agreement as a matter of law which is not so contained herein is deemed to be incorporated in this Agreement as though originally set forth herein.

25.17 Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance, is to any extent held invalid or unenforceable by a court of competent jurisdiction or pursuant to arbitration as provided herein, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is specifically held invalid or unenforceable, shall not be affected thereby, and each and every remaining provision of this Agreement will be valid and binding to the fullest extent permitted by Applicable Law; provided, however, the Parties agree to negotiate in good faith and shall reform this Agreement to as closely as possible resemble the original intent and allocation of risks and benefits.

25.18 Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document (or any portion thereof) is not to be construed more severely against one of the Parties than against the other.

25.19 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which is deemed to be an original, but all of which together shall constitute one and the same instrument.

25.20 Approvals Not To Relieve Contractor. No approval, consent or failure to disapprove, inspect or failure to inspect, or comment on, any matter by or the submission of any drawing or document to, or acquiescence on the part of, the Companies or Owners or any of them, including any Turnover Acknowledgment, will relieve Contractor of any liability for any of its obligations under this Agreement or otherwise.

25.21 Consultants. At their option, Owners and the Financing Parties may retain the services of others, including engineers and financial consultants, to assist Owners and Financing Parties in monitoring the conduct of the Work by Contractor. All rights of access and protection, including Contractor's obligation to indemnify, defend and hold harmless Owners and Financing Parties, will be afforded equally to any of their agents and consultants.

25.22 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).

25.23 Minority, Women, Disadvantaged and Local Business Enterprises. Owners have a "Supplier Diversity Policy" to provide the maximum opportunity for Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Disadvantaged Business Enterprises ("DBE") to participate as subcontractors for goods and services. As such, every practical attempt should be made by the Contractor to include MBEs, WBEs, DBEs, as well as local union and non-union contractors ("LC"), on subcontract bid lists for this Facility. Where appropriate, this requirement shall be passed down to lower tier Subcontractors as well. Contractor shall provide a supplier diversity program for the Work. Elements of such a program shall at a minimum include: (i) a goal setting process for identifying MBE/WBE/DBE/LC opportunities for involvement in the Work, (ii) an outreach process to identify and attract possible MBE/WBE/DBE/LC business interest in the Facility, including working with local organizations such as Kentuckiana Minority Business Council (iii) a pre-qualification process to assess the suitability of interested MBE/WBE/DBE/LCs, (iv) a bidding process inclusive of suitable MBE/WBE/DBE/LCs on subcontract bid lists, and (v) a monitoring process to provide statistical reporting on opportunities and utilization.

25.24 Local Involvement.

25.24.1 Local Workers. Contractor shall make a diligent good faith effort to hire, to the maximum practical extent, qualified local workers, in accordance with the plans developed under the Design Development Agreement, for and in connection with the

performance of the Work in the following order of priority (i) residents of Trimble County and (ii) other local workers (as defined by the Companies).

25.24.2 Local Content. Contractor shall make a diligent good faith effort to include, to the maximum practical extent in accordance with the plans developed under the Design Development Agreement, qualified local union and non-union contractors on subcontract bid lists for portions of the Work that are to be subcontracted by Contractor or its Subcontractors in the following order of priority: qualified local union and non-union contractors located in (i) Trimble County and (ii) other qualified local union and non-union contractors (as determined by the Companies).

25.24.3 Reporting. On a monthly basis commencing on the delivery of the Notice to Proceed by Owners, Contractor shall provide a written report in form reasonably requested by Owners detailing opportunities and utilization in connection with its obligations under Sections 25.23 and 25.24.

[End of Page]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives.

OWNERS:

LOUISVILLE GAS AND ELECTRIC COMPANY

By: _____
Title: _____

KENTUCKY UTILITIES COMPANY

By: _____
Title: _____

INDIANA MUNICIPAL POWER AGENCY

By: _____
Title: _____

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
Title: _____

CONTRACTOR:

BECHTEL POWER CORPORATION

By: _____
Title: _____

EXHIBIT A
REDACTED

EXHIBIT B

SITE GEOTECHNICAL DATA

Contractor's geotechnical report was submitted March 31, 2006, reference letter 25191-000-T6C-GAM-00007.

Enclosed:

Information provided by Owner

- ATC Geotechnical Report Volume #1.pdf
- ATC Geotechnical Report Volume #2.pdf
- Please also refer to drawing TC-S00121 in Exhibit L

Contractor Prepared Report

- Trimble County Unit 2 Subsurface Investigation and Foundation Report

EXHIBIT C
REDACTED

EXHIBIT D
REDACTED

EXHIBIT E
REDACTED

EXHIBIT F
REDACTED

EXHIBIT G
REDACTED

EXHIBIT H

HEALTH AND SAFETY DOCUMENTS

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1.0 Health and Safety Documents

Contractor is required to cooperate with Owner on all matters of health and safety. To enhance the welfare of all who visit and work in and around Owner's facilities, an enhanced contractor safety program has been developed. Building on internal and external best practices, a cross-functional team has developed the "Passport Program." The key components of the program are outlined below.

All personnel working on Site shall undergo both the Trimble County Contractor Orientation course and the Trimble County Ammonia Awareness course on their first arrival at Site. The approximate time to complete these courses is one hour.

Contractor shall also comply with Owner's Health and Safety Manual (Exhibit M) (as it may be updated from time to time by Owners), which will remain available upon request. As part of Contractor's requirements, several reports are required, which are detailed in the Passport Program and Safety Manual.

Safety is a core value at E.ON US. To enhance the welfare of all who visit and work in and around E.ON US facilities, an enhanced Contractor safety program has been developed. Building on internal and external best practices, a cross functional team has developed the "Passport Program." The Passport Program is designed to cover industrial workers. The key components of the program are outlined below.

1.1 Passport Program Process Steps

1.1.1 Step 1 – Certification

All E.ON US Contractors will be certified prior to performing work.

1.1.2 Step 2 – Passport Training

All industrial workers employed by a certified Contractor must complete an 8-hour training program designed to enlighten employees on the importance of safety and the hazards associated with working in an industrial environment. This training will also identify additional specific OSHA, EPA and DOT compliance training that may be needed in certain situations. The Passport training, however, will not serve to fulfill any of the compliance training required by the above listed agencies. It will be the responsibility of the Contractor to provide any compliance training required for their employees.

There will be two options available to Contractors with regard to the Passport Training:

Option 1 – Train-the-Trainer - E.ON US will provide a curriculum and conduct train-the-trainer sessions at appropriate intervals for Contractor's key safety/ training personnel. For those Contractors choosing this option, a resume for each prospective trainer must be submitted and must include the following information:

- Training delivery and development experience

- Knowledge of OSHA, DOT, and EPA Standards applicable to the work for which Contractor is responsible
- Health and safety knowledge and experience in managing a Health and Safety program
- Experience in the utility and power generation industry
- Experience in the type of work to be performed by Contractors

By virtue of their attendance and ability to pass the closing examination, these key personnel would then be approved to provide training to Contractor's employees to meet the requirements of a "Passport."

NOTE: E.ON US reserves the right to reject any Contractor employee as a potential trainer if any of the following occurs:

The above referenced information regarding experience and qualifications is not submitted

The information submitted does not adequately indicate the prospective trainer's ability to perform the duties of a trainer for the Passport program.

The prospective trainer does not complete the required train-the-trainer session, including successfully pass the final examination.

Option 2 – External Provider - External providers of the E.ON US Passport safety training program will also be assessed and certified by Corporate Safety in accordance with Option 1. This will allow certified Contractors to seek Passport training for their employees from an external provider.

1.1.3 Step 3 – Attestation Form

Contractors will be required to attest to the fact that each employee who will be working on the Site has received the required Passport training and is current on all required compliance training for the work that employee will be performing. Although E.ON US will be looking for confirmation that compliance training has been completed, it is not a requirement that the Contractor provide training records for all individuals, and E.ON US will not monitor compliance training delivered by Contractors to their employees. However, Passport training audits will be performed to ensure the adequacy of the training provided. If an incident does occur, E.ON US may request individual training records as part of their accident and incident investigation process.

Upon successful completion of the required safety training, the Contractor will enter the employee's name, date of birth and training information into the E.ON US Contractor Health & Safety System. An electronic notification will be sent to the appropriate E.ON US representative for Passport authorization. Upon approval (on-line), the Contractor will be notified electronically that the passport has been approved and that the Contractor can print and issue a Passport card to their employee. The card will have an identification number printed on it that will associate the

worker with his or her records in the Database. The Contractor employee must carry this card and valid photo ID at all times while on Site.

The Passport does not serve as security clearance for an employee. The Passport merely attests to the fact that the Contractor employee has completed all required training. Site access will be handled in accordance with local site access procedures. For long-term Contractors, a photo ID with a magnetic strip may also be issued to a Contractor employee for security purposes. For all other Contractor employees, a sign-in sheet may be utilized to track individuals on Site.

1.1.4 Step 4 – Site Specific Orientation

Each Contractor employee must attend a site specific orientation training identifying parking directions, security procedures, site map, emergency evacuation procedures, emergency contact names, medical facility locations, specific alarms, and site-specific hazardous materials. A separate orientation will be required for each generation site for which the Contractor employee works. This orientation will normally occur on the first day of work on the job Site.

1.1.5 Step 5 – Contractor Reporting Requirements

All accidents, injuries, dangerous occurrences and near misses shall be reported as soon as possible to the nominated representative of E.ON US. In any case, all injuries shall be reported within 1 hour.

Contractors shall also report statistical information to E.ON US on a monthly basis. This is to include all sub contractors working for contractor on the Site. The information required is:

- Number of hours worked at each E.ON US job site
- Number of Fatalities, Lost Workday Cases and OSHA Recordable Injuries for each job site.

The preceding month's statistical information shall be entered into the E.ON US Contractor Health & Safety Database by the Contractor no later than the 5th day of the month.

1.2 Administration

- **All affected Contractor employees must have a passport.**
- The Passport is valid for 12 Months. Refresher training options will be developed and provided annually
- The cost of training will be the responsibility of the Contractor.
- The Contractor is responsible for ensuring that all of the above requirements are met for every individual worker utilized in work at E.ON US facilities. This includes all subcontractors utilized by Contractor. Contractor will be responsible for ensuring that such subcontractor employees have met all of the requirements regarding issuance of a Passport and for ensuring that all reporting requirements outlined in Step 5 above are fulfilled with regard to the subcontractor.

- E.ON US reserves the right to revoke an individual's Passport. See Passport Revocation and Reinstatement Guidelines below.
- Contract crew safety audits will be performed to assess effectiveness of and compliance with intent of Passport Program. These audits will be conducted by Site Safety, Site Contract Proponents, and Managers.
- Corporate Health & Safety reserves the right to audit contractors for appropriate compliance and passport training documents.

1.3 Passport Revocation and Reinstatement Guidelines

E.ON US reserves the right to revoke an individual's Passport. A Passport can be revoked for:

- Failure to comply with safety rules, procedures or programs
- Failure to comply with drug and alcohol rules or testing requirements
- Creation of an unsafe condition that has potential to result in death or serious injury
- Any reason deemed appropriate by the Responsible Manager

It is NOT mandatory for a Passport to be revoked following a report of an accident, injury or near-miss. If an investigation finds sufficient evidence to support revocation, a report and recommendation will be sent to the Responsible Manager for review and action.

If a Contractor wishes to appeal a revocation decision, this should be made in writing to the Responsible Manager.

A Passport can be reinstated after the Contractor has satisfied the Responsible Manager that the individual will conduct themselves appropriately on the Site.

If an individual's Passport is revoked for a second time, the individual will not be allowed to reapply for an E.ON US Passport within 5 years without consent of a General Manager.

EXHIBIT I
REDACTED

EXHIBIT J
REDACTED

1.0 Site Location

The Trimble County Site is situated on the left bank of the Ohio River at mile 571.0 to 572.0, approximately 5.6 miles west of Bedford, Kentucky. The Existing Facilities were originally designed for four coal fired generating units although only one unit is currently installed, and there are also six simple cycle gas turbine units installed.

2.0 Site Areas

Drawing DRW-PTP-1234 (the Trimble County Site and Job Site) in Exhibit L annex shows the limits of Contractor's area and general limits of the Job Site, including:

- partial use of existing construction Buildings A&B
- parking lots and gates
- internal roadways
- laydown and construction access

The layout of the New Unit is constrained by Trimble County Unit 1. A footprint was designated for the second unit at the time of designing the original plant and hence common systems and equipment have been designed to accommodate the second unit in a certain location. The original power station plans are shown in drawing TC-S00108 in Exhibit L. However, the actual layout of the New Unit shall be optimized by the Contractor. [already stated above]

The areas shown on the layout drawings shall also be used in respect of site construction purposes, for office requirements, stores and fabrication areas, workshops, shower and toilet facilities, and other necessary facilities. Also shown on the drawings are areas available for Contractor parking and existing facilities available for office accommodation as detailed in Section 4 of Exhibit A.

3.0 Site Description

The Job Site will be handed over to Contractor at NTP. All the existing services as identified in Exhibit D will be relocated as required by Contractor in cooperation with Owner.

4.0 Site Infrastructure

Site access is available via Highway 754 and by barge to the existing offloading facility. There is no rail connection to the Job Site.

Construction power supply connection is described in Section 4 of Exhibit A. A suitable connection for construction power in offices shall be agreed with Owner.

Construction water supply shall tie in to existing services on the Trimble County Site and shall be agreed with Owner. Contractor shall take precautions to prevent contamination of Owner's potable water supply.

Construction sewage drainage supply shall tie in to existing services on the Trimble County Site and shall be agreed with Owner.

Construction telecommunications supply shall be coordinated with the Owner and provided by Contractor.

5.0 Design Conditions and Basic Meteorological Data

5.1 Temperature

- Facility performance testing and guarantee basis
 - Design dry bulb, °F 59
 - Design coincident wet bulb, °F 51.3
- HVAC equipment design basis
 - Summer conditions
 - * Design dry bulb, °F (2.5%) 93
 - * Maximum dry bulb, °F 105
 - * Mean coincident wet bulb at 60% relative humidity (RH), °F 81
 - Winter conditions
 - * Minimum dry bulb, °F -25

5.2 Elevation

- Site elevation, ft above mean sea level (MSL) 475
- Barometric pressure (approximate) at 70 °F, in. Hg (psia) 29.41

5.3 Basic Wind Speed

Wind Loads design shall be in accordance with Section 1609 of the Kentucky Building Code

5.4 Seismic Criteria

Seismic design shall be in accordance with the requirements of the Kentucky Building Code - 2002 Edition, Sections 1613 thru 1623, utilizing the information shown below:

Seismic Use Group	II for all equipment and structures other than Fire Protection Facilities, Ammonia Storage Facilities, and other Hazardous structures, which shall be classified as Use Group = III
-------------------	---

Seismic Design Category	C for Category II Structures; D for Category III Structures
Soil Profile Type	Site Class D
Seismic importance factor	
I = 1.25 for Category II structures	
I = 1.50 for Category III (fire protection / ammonia / hazardous) structures	

5.5 Precipitation

- Annual average, in. 44.4
- 10 year, 24-hour max., in. 6.97

5.6 Stormwater

- Design storm return period for collection system, years 10
- Design storm return period for stormwater management basins, years 10

5.7 Frost Penetration

- Feet below grade 2.5

5.8 Snow

- Ground snow load, lb/ft² 20

5.9 Basic Meteorological Data

The following is provided for informational purposes only.

Where additional data for design is required Contractor shall be responsible for determination of appropriate limiting conditions. Contractor is advised that this data is not up to date and is recommended to gather additional recent data.

Louisville Meteorological Data for Precipitation (inches): Averages 1960 – 1990, Extremes 1948 – 1995.

	Rainfall	Rainfall	Rainfall	Rainfall	Snowfall	Snowfall
	mean	high	min	1day max	mean	max
January	2.86	11.38	0.45	3.00	5.90	28.40
February	3.30	9.02	0.76	3.66	5.00	15.90
March	4.66	14.91	1.03	6.97	3.10	22.90
April	4.23	11.10	0.76	4.08	0.20	1.60
May	4.62	11.57	1.37	4.60	-	-
June	3.46	10.11	0.49	5.12	-	-
July	4.51	10.05	0.99	5.09	-	-
August	3.54	8.79	0.23	3.12	-	-
	Rainfall	Rainfall	Rainfall	Rainfall	Snowfall	Snowfall
	mean	high	min	1day max	mean	max
September	3.16	10.49	0.27	4.30	-	-
October	2.71	6.47	0.39	2.64	-	2.40
November	3.70	9.12	0.72	3.58	1.00	13.20
December	3.64	8.86	0.65	2.77	2.20	9.30
Annual	44.39	59.80	30.38	6.97	17.40	43.10

Louisville Meteorological Data for Temperature (°F): Averages 1960 – 1990, Extremes 1948 – 1995.

	Monthly Averages			Daily Extremes	
	Max	Min	Mean	Max	Min
January	40.3	23.2	31.7	77	-22
February	44.8	26.5	35.7	77	-19
March	56.3	36.2	46.3	86	-1
April	67.3	45.4	56.3	91	22
May	76	54.7	65.3	95	31
June	83.5	62.9	73.2	102	42
July	87	67.3	77.2	105	50
August	85.7	65.8	75.8	101	46
September	80.3	58.7	69.5	104	33
October	69.2	45.8	57.6	92	23
November	56.8	37.3	47.1	84	-1
December	45.1	28.6	36.9	76	-15
Annual	66	46	56.1	105	-22

Louisville Meteorological Data for Humidity: 1993 - 2002.

Month	Mean	Max	Min
January	75.3	100	23
February	68.9	100	6
March	66.0	100	5
April	63.4	100	17
May	67.7	100	23
June	72.7	100	27
July	69.5	100	15
August	69.9	100	25
September	68.1	100	5
October	70.8	100	23
November	71.1	100	23
December	77.2	100	21

Louisville Meteorological Data for Pressure (mbar): 1993 - 2002.

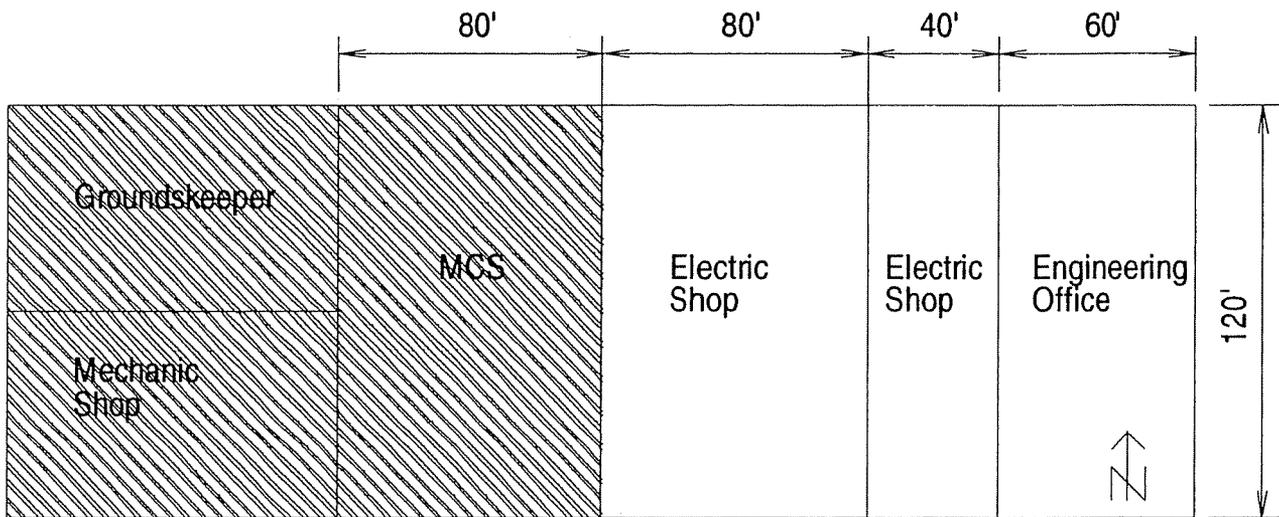
Month	Mean	Max	Min
January	1,019.8	1,043.8	994.4
February	1,019.7	1,039.4	990.7
March	1,017.9	1,042.1	989.6
April	1,015.7	1,032.3	994.4
May	1,015.2	1,029.6	998.1
June	1,015.3	1,028.6	995.4
July	1,016.2	1,025.5	1,005.2
August	1,017.2	1,025.9	990.0
September	1,016.9	1,028.2	997.8
October	1,019.0	1,035.7	992.3
November	1,020.0	1,040.8	992.7
December	1,019.8	1,042.5	997.4

Louisville Meteorological Data for Wind Speed and Stability Class: 1984 – 1992.

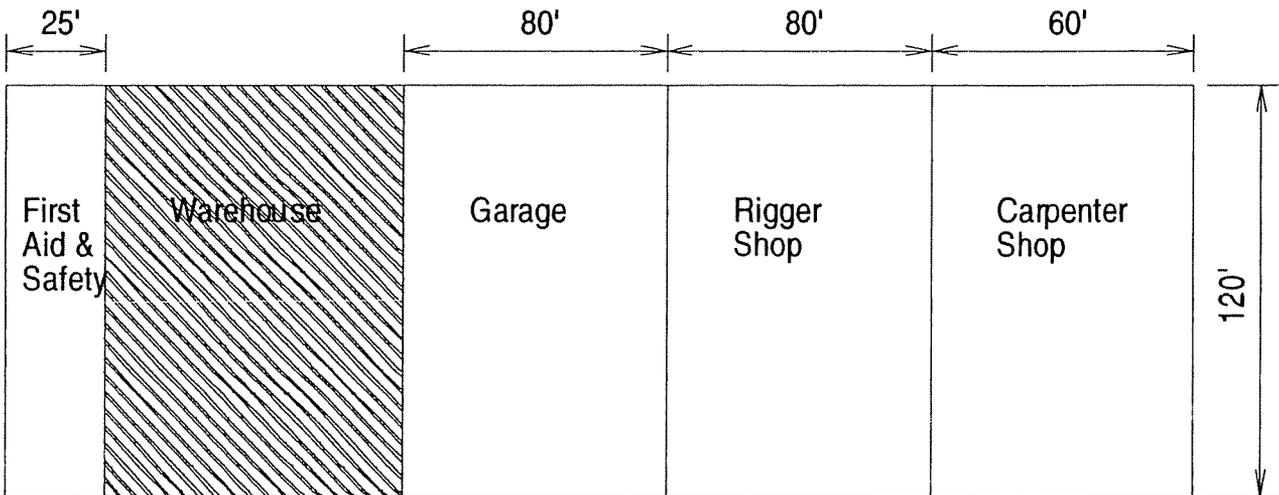
Pasquill-Gifford Stability Class	Wind Speed Category (miles/hour)						
	Calm	1-3	4-7	8-12	13-18	19-24	> 24
Extremely Unstable	0.3	0.2	0.6	0.0	0.0	0.0	0.0
Unstable	0.5	1.3	3.2	2.1	0.0	0.0	0.0
Slightly Unstable	0.3	0.4	3.5	6.2	1.2	0.1	0.0
Neutral	0.7	1.1	9.8	19.2	14.1	2.0	0.3
Slightly Stable	0.0	0.0	7.6	5.8	0.0	0.0	0.0
Stable	4.1	4.3	11.1	0.0	0.0	0.0	0.0

6.0 Existing Construction Buildings

The sketches below show the two construction buildings at the Trimble County Site with the shop and office space that is available. Shop sizes are approximate and include an office, restroom, and various storage accommodations. The hatched shops are not available. The Engineering Office and First Aid & Safety office are in two stories with meeting rooms and office space. Owner will use the first floor offices in the "A" construction building (the North Building). The second floor is available for the Contractor.



Construction Building A



Construction Building B

7.0 TSS – Ohio River

The Ohio River TSS limits stated in Exhibit M, Section 9.1, is based on the EPA STORET data at Louisville shown below.

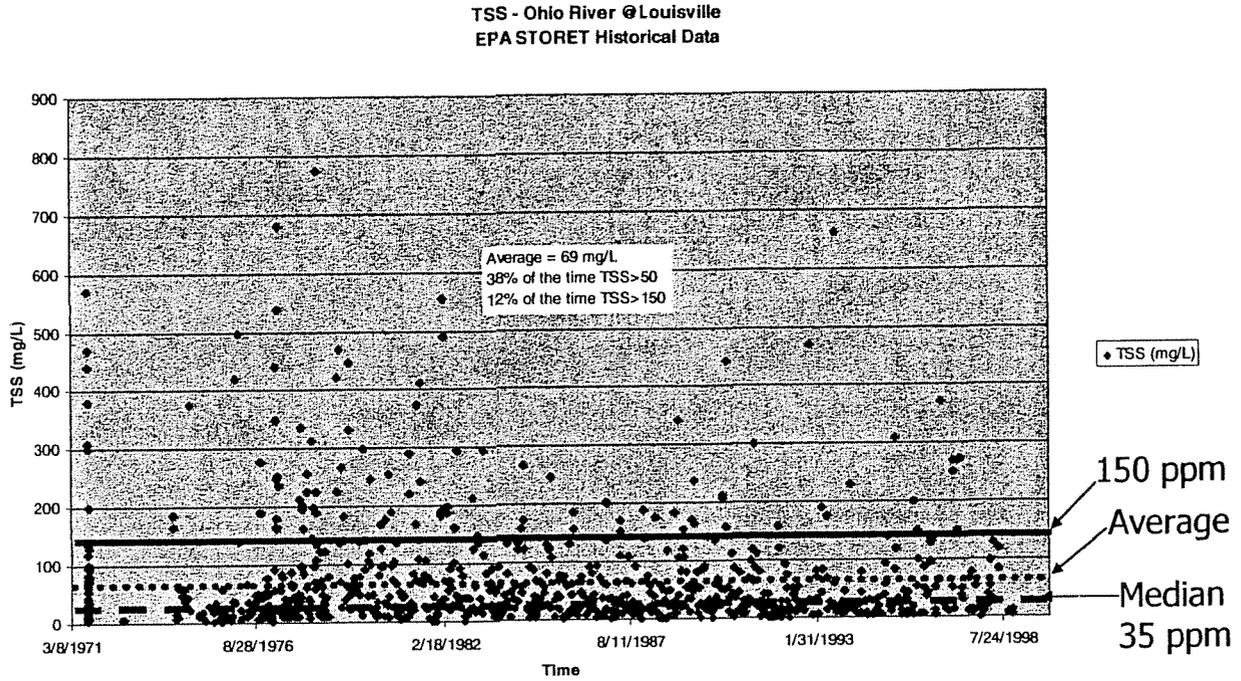


EXHIBIT L

DRAWINGS

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11.0 Structural Steel	24
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1.0 Drawings

Contractor shall note that many of the drawings below were produced at the time of constructing Trimble County Unit 1, and that there may have been minor modifications that are not shown on the drawings. Contractor must therefore satisfy himself of the exact location and detail of the existing systems should a connection be required (reference Exhibit D and Section 4.17 in the Body of the Agreement). The following documents applicable to Trimble County Unit 1 are enclosed in the attached CD Exhibit L annex:

2.0 General Drawings

1. DRW-PTP-1234 Site. (Revision B, May 15, 2006)
2. DRW-PTP-1235 Trimble County Generating Station Proposed Supercritical Generating Unit: Connection Points with Existing Services.
3. TC-M00005 Service Bldg. Gen. Arrg't -- Plan Oper.FL.EL.530'-0" & roof
4. TC-M00008 Service building general arrangement hvac
5. TC-M00009 GA – station yard fire systems
6. TC-M00016 GA station yard water treatment system sh 1
7. TC-M00017 General arrangement water treatment building pretreat & demin area sh 2
8. TC-M00018 GA water treatment building control, electrical & mechanical area
9. TC-M00102 Station service water flow diagram
10. TC-M00105 Station fire protection flow diagram
11. TC-M00109 Flow diagram potable water system
12. TC-M00111 Circulating water treatment flow diagram
13. TC-M00602 Station yard piping plan
14. TC-M00603 Station yard piping plan
15. TC-M00604 Station yard piping plan
16. TC-M00605 Station yard piping plan
17. TC-M00606 Station yard piping plan
18. TC-M00607 Station yard piping details
19. TC-M00608 Station yard piping details
20. TC-M00609 Station yard piping details
21. TC-M00610 Station yard piping details
22. TC-M00611 Cooling tower yard piping sh 1
23. TC-M00612 Cooling tower yard piping sh 2
24. TC-M10111 Circulating water system flow diagram
25. TC-S00108 Site development plan general arrangement
26. TC-S00112 Site development plan powerhouse area
27. TC-S00121 Location of soil borings
28. TC-S02212 Yard underground piping (cooling tower blowdown & circ water)

29.	TC-E10001	Basic Circuit Diagram Unit 1 Aux. Power System
30.	02-630	H.E. RUDY topographical survey
31.	TC-S27914	Conveyor room coal silo details
32.	TC-S27915	Conveyor room coal silo details
33.	E03185	Cable Schematic & Typical Wiring Diag. PA Sys. Coal Handling
34.	E03186	CBL Schem. Key Plan, Handset Tab. & Typ. W/D P.A. Sys. Pos. Sh.1 RV a Not ISS
35.	E03191	Cable Schematics & Typical Wiring Diag. PA Service Bldg.
36.	E03198	CBL. Schem. P.A. System-Operations SH.2
37.	E06012	Grounding Plant-Fence & General Site Layout
38.	E06013	Grounding Details & Section SSH1
39.	E06015	Plot Plan Underground Cable Ducts
40.	E13133	PA System Cable Schematic & typical W/D Unit 1
41.	E16011	Grounding Plan-Powerhouse Ground Floor
42.	M00010	General Arrangement-Plan Coal Handling System
43.	M00011	General Arrangement-Section Coal Handling System
44.	M00012	General Arrangement-Section Coal Handling System
45.	M00112	Coal Handling System-Flow Diagram
46.	M00114	Station Ash Water Flow Diagram
47.	M00118	Auxiliary Boiler Flow Diagram
48.	M00129	Reactant Supply System Flow Diagram
49.	M10114	Unit Ash Water Flow Diagram
50.	M10115	Ash Handling Flow Diagram
51.	M10134	Unit Heating Flow Diagram
52.	M10137	Unit Sump Pump & Water Disposal Flow Diagram
53.	TC-E06011	Grounding Plan Service Building EL. 475'-0" & EL. 493'-0"
54.	TC-E06013	Grounding Details & Sect SH. 1
55.	TC-E06014	Grounding Details & Sect SH. 2
56.	TC-E06033	Manhole Layout & Details
57.	TC-E16012	Front View 7KV Switchgear Bus 1A3 Cubicle 1A3-1A to 1A3-3B
58.	TC-LD-11	Construction Power Dist System
59.	TC-M00115	
60.	TC-M00306	Service Water Logic Diagram
61.	TC-M10321	Circulating Water System Logic Diagram
62.	TC-M10325	Auxiliary Cooling System Logic Diagram
63.	TC-M10326	Closed Cooling System Logic Diagram
64.	TC-S27201	Conveyor Rm. Foundation Plan Sections & Details @ EL. 473'-0"
65.	TC-S27202	Conveyor Rm. Foundation Plan Sections & Details @ EL. 473'-0"
66.	TC-S27912	Conveyor Room Coal Silos Support Girders Plan
67.	TC-S27638	Structural Steel Column Row F

- 68. TC-S27637 Structural Steel Column Row E
- 69. TC-S27629 Structural Steel Column Row 8
- 70. TC-S27628 Structural Steel Column Row 7
- 71. TC-S27626 Structural Steel Column Row 6
- 72. TC-S27625 Structural Steel Column Row 5
- 73. TC-S27624 Structural Steel Column Row 4
- 74. TC-S27622 Structural Steel Column Row 3
- 75. TC-S27621 Structural Steel Column Row 2
- 76. TC-S27620 Structural Steel Column Row 1
- 77. E1-0000-00005 Main Single Line Diagram
Rev.B
- 78. Warehouse A Lower Level
- 79. Warehouse A Upper Level
- 80. Warehouse B Lower Level
- 81. Warehouse B Upper Level

3.0 Stack Drawings

- 82. 9270-3 General Arrangement 760' 0" H x 18' 0" I.D. T/Liners
- 83. 9270-6 Concrete Column Section Elevation +0.0' to +187'6" 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 84. 9270-7 Additional Reinforcement at Openings, Sheet 1. 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 85. 9270-8 Interior Ladder Arrangement and Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 86. 9270-9 T/FDN & TYP Rest Platform Plans & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 87. 9270-10 Ladder Shop Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 88. 9270-11 Rest Platform MK 12 Fabrication Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 89. 9270-12 Breeching Frame & Flashing Fabrication Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 90. 9270-13 Column Embedments Anchor Bolts & Embedded Plates 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 91. 9270-14 Additional Reinforcing Elevation +135' 0" to +210' 0" 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 92. 9270-15 Concrete Floor Column Embedment, Decking Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 93. 9270-16 Breeching Openings Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners

94. 9270-21 Concrete Column Section Elevation +187' 6" to +375' 0" 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
95. 9270-22 FRP Liner Support Mk. 26. Framing Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
96. 9270-23 Platforms MK 68 & 71 Plans & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
97. 9270-24 Platform MK 97 & 99 Plans & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
98. 9270-25 Ext Platforms MK 71 & MK 99 Fabrication Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
99. 9270-34 Concrete Column Section Elevation +378' 0" to +563' 9". 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
100. 9270-35 Concrete Column Section Elevation +563' 9" to +753' 4". 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
101. 9270-36 Additional Reinforcing Elevation +337' 6" to +753' 4". 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
102. 9270-37 Platform Mk 46 Column Embedment Framing Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
103. 9270-38 FRP Liner Support Mk. 58 Column Embedment Framing Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
104. 9270-39 Column Embedments Beam Pockets Frames & Covers 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
105. 9270-40 Access & Light Doors Fabrication Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
106. 9270-69 FRP Roof Column Embedments & T/Roof Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
107. 9270-70 FRP Roof Framing Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
108. 9270-71 Roof Support Structural Steel Details Sheet 1 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
109. 9270-72 Roof Support Structural Steel Details Sheet 2 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
110. 9270-73 Platform MK 68 Fabrication Details Sheet 1 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
111. 9270-74 Platform MK 68 Fabrication Details Sheet 2 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
112. 9270-75 Interior Platforms MK 71, 97, 99 Fabrication Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
113. 9270-76 FRP Liner Support Mk. 97 & Jack Support Mk. 99 Column Embedment Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners

- 114. 9270-77 FRP Liner Support MK 97 & Jack Support MK 99 Framing Plans & Sections 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 115. 9270-78 FRP Liner Support MK 97 & Jack Support MK 99 Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 116. 9270-79 FRP Liner Support MK 91 Structural Steel Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 117. 9270-80 FRP Liner Jack Support Mk 99 Structural Steel Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 118. 9270-81 FRP Liner Lateral Supports Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 119. 9270-82 Microwave Bracket and Liner Lateral Support Fabrication Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 120. 9270-83 FRP Liner Support MK 26 Structural Steel Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 121. 9270-84 FRP Liner Support MK 26 Grating & Misc Steel 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 122. 9270-85 FRP Liner Support MK 58. Ring Beam and Catwalk 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 123. 9270-86 FRP Liner Support MK 58 Structural Steel Details, Sheet 1 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 124. 9270-87 FRP Liner Support MK 58. Structural Steel Details Sheet 2 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 125. 9270-91 FRP Liner Support Mk. 26. Ring Beam, Catwalk Plans & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 126. 9270-92 Platform MK 46 Structural Support Steel 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 127. 9270-93 Platform MK 46 Grating & Misc. Steel 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 128. 9270-95 FRP Liner Support MK 58 Grating & Misc. Steel 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 129. 9270-96 FRP Liner Ring Beans MK 26, MK58 & MK 99. Structural Steel Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 130. 9270-97 Concrete Floor Framing Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 131. 9270-98 Concrete Floor Structural Steel Details - Sheet 1 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 132. 9270-99 Concrete Floor Structural Steel Details - Sheet 2 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 133. 9270-100 Platform MK 46. Grating Trolley Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners

- 134. 9270-101 Construction Opening Closure Structural Steel Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 135. 9270-102 Trolley System Structural Steel Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 136. 9270-112 Concrete Floor Reinforcing Plan & Details 760' 0" H x 18' 0" I.D. T/Liners Concrete Chimney / 2-FRP Liners
- 137. 9270-26 18' Diameter FRP Chimney Liners General Assembly and Details
- 138. 9270-27 General Details
- 139. 9270-28 Stiffening Ring Details
- 140. 9270-29 Lateral Support Rings and Details
- 141. 9270-30 Elbow Detail Section No. 20
- 142. 9270-31 18' 0" LD FRP Chimney Liner Breeching Duct Support
- 143. 9270-32 Inspection Door and Sample Ports
- 144. 9270-33 FRP Liner Section No. 1 Sectional Elevation and Details
- 145. 9270-46 Flashing Details
- 146. 9270-47 Flashing Panel Details
- 147. 9270-48 18' Diameter FRP Chimney Liners Expansion Joint Details
- 148. 9270-49 Expansion Joint Fabric Details
- 149. 9270-50 Manway Assembly
- 150. 9270-51 FRP Liner Section No. 2 Sectional Elevation and Details
- 151. 9270-52 FRP Liner Section No. 3 Sectional Elevation and Details
- 152. 9270-53 FRP Liner Section No. 4 Sectional Elevation and Details
- 153. 9270-54 FRP Liner Section No. 5 Sectional Elevation and Details
- 154. 9270-55 FRP Liner Section No. 6 Sectional Elevation and Details
- 155. 9270-56 FRP Liner Section No. 7 Sectional Elevation and Details
- 156. 9270-57 FRP Liner Section No. 8 Sectional Elevation and Details
- 157. 9270-58 FRP Liner Section No. 9 Sectional Elevation and Details
- 158. 9270-59 FRP Liner Section No. 10 Sectional Elevation and Details
- 159. 9270-60 FRP Liner Section No. 11 Sectional Elevation and Details
- 160. 9270-61 FRP Liner Section No. 12 Sectional Elevation and Details
- 161. 9270-62 FRP Liner Section No. 14 Sectional Elevation and Details
- 162. 9270-63 FRP Liner Section No. 15 Sectional Elevation and Details
- 163. 9270-64 FRP Liner Section No. 16 Sectional Elevation and Details
- 164. 9270-65 FRP Liner Section No. 17 Sectional Elevation and Details
- 165. 9270-66 FRP Liner Section No. 18 Sectional Elevation and Details
- 166. 9270-67 FRP Liner Section No. 19 Sectional Elevation and Details
- 167. 9270-68 FRP Liner Section No. 21 Sectional Elevation and Details
- 168. 9270-166 FRP Rain Hood - Roof Deck & Inner Shield Assembly
- 169. 9270-167 Roof Deck and Skirting Details

- 170. 9270-168 FRP Flashing and Rain Hood Assembly
- 171. 9270-169 FRP Flashing Details

4.0 Zurn Cooling Tower Drawings

- 172. '1 LADDER AND PLATFORM, ACCESS, STEEL - DETAIL
- 173. '2 LADDER AND PLATFORM, ACCESS, STEEL - DETAIL
- 174. '3 LADDER AND PLATFORM, ACCESS, STEEL - DETAIL
- 175. '4 LADDER AND PLATFORM, ACCESS, STEEL - DETAIL
- 176. '5 LADDER AND PLATFORM, ACCESS, STEEL - DETAIL
- 177. '6 LADDER AND PLATFORM, ACCESS, STEEL - DETAIL
- 178. '3019 MUD VALVE, 6", STEM PLATE
- 179. '01-602-0142-4 CIRCUIT BREAKER BOX, PADLOCKABLE
- 180. '02-41-10092-4 VALVE CONTROL, S M B - 1
- 181. '03-634-0059-2 VALVE CONTROL, LIMITORQUE
- 182. '15-477-8691-3 LIMITORQUE WIRING DIAGRAM
- 183. '15-477-9054-3 MOTOR 5, SMC-04 H2BC, WEATHERPROOF - WIRING DIAGRAM

- 184. '19239-D1 HANDRAIL - ASSEMBLY
- 185. '19239-D2 HANDRAIL, EM - 610 THRU EM - 615 - DETAILS
- 186. '19239-D3 HANDRAIL, EM - 616 THRU EM - 621 - DETAILS
- 187. '19239-D4 HANDRAIL, EM - 622 THRU EM - 626 - DETAILS
- 188. A-4 PIPING, ICE PREVENTION SYSTEM
- 189. A-5 ZONING, ICE PREVENTION SYSTEM
- 190. A-7-SH2 BY - PASS - ARRANGEMENT
- 191. A-8 LIGHTING PROTECTION SYSTEM - ARRANGEMENT
- 192. A-9 AIRCRAFT WARNING SYSTEM - ARRANGEMENT
- 193. AA-3-SH1 PRECAST DETAILING PROCEDURE
- 194. AA-4-SH2 PRECAST DETAILING PROCEDURE
- 195. AS-250-1 STAIR WALL, ACCESS, WELDMENTS
- 196. AS-250-2 STAIR WALL, ACCESS, WELDMENTS
- 197. AS-350-1 STAIR, WALKWAY TEE, FABRICATED HARDWARE
- 198. B-101-M FILL GIRDER MASONRY
- 199. B-101-R FILL GIRDER REINFORCING
- 200. B-102-M FILL GIRDER MASONRY
- 201. B-102-R FILL GIRDER REINFORCING
- 202. B-103-M FILL GIRDER MASONRY
- 203. B-103-R FILL GIRDER REINFORCING
- 204. B-104-M FILL GIRDER MASONRY
- 205. B-104-R FILL GIRDER REINFORCING
- 206. B-105-M FILL GIRDER MASONRY
- 207. B-105-R FILL GIRDER REINFORCING
- 208. B-106-M FILL GIRDER MASONRY
- 209. B-106-R FILL GIRDER REINFORCING
- 210. B-107-M FILL GIRDER MASONRY

211.	B-107-R	FILL GIRDER REINFORCING
212.	B-108-M	FILL GIRDER MASONRY
213.	B-108-R	FILL GIRDER MASONRY
214.	B-109-M	FILL GIRDER MASONRY
215.	B-109-R	FILL GIRDER REINFORCING
216.	B-1-1	FILL GIRDER, INSERTS
217.	B-1-10	FILL GIRDER REINFORCING TAKE - OFF
218.	B-110-M	FILL GIRDER MASONRY
219.	B-110-R	FILL GIRDER REINFORCING
220.	B-1-11	FILL GIRDER REINFORCING TAKE - OFF
221.	B-111-M	FILL GIRDER MASONRY
222.	B-111-R	FILL GIRDER REINFORCING
223.	B-112-M	FILL GIRDER MASONRY
224.	B-112-R	FILL GIRDER REINFORCING
225.	B-113-M	FILL GIRDER MASONRY
226.	B-113-R	FILL GIRDER REINFORCING
227.	B-114-M	FILL GIRDER MASONRY
228.	B-114-R	FILL GIRDER REINFORCING
229.	B-115-M	FILL GIRDER MASONRY
230.	B-115-R	FILL GIRDER REINFORCING
231.	B-116-M	FILL GIRDER MASONRY
232.	B-116-R	FILL GIRDER REINFORCING
233.	B-117-M	FILL GIRDER MASONRY
234.	B-117-R	FILL GIRDER REINFORCING
235.	B-118-M	FILL GIRDER MASONRY
236.	B-118-R	FILL GIRDER REINFORCING
237.	B-119-M	FILL GIRDER MASONRY
238.	B-119-R	FILL GIRDER REINFORCING
239.	B-1-2	FILL GIRDER, FABRICATED HARDWARE
240.	B-1-3	FILL GIRDER REINFORCING TAKE - OFF
241.	B-1-4	FILL GIRDER REINFORCING TAKE - OFF
242.	B-1-5	FILL GIRDER REINFORCING TAKE - OFF
243.	B-1-6	FILL GIRDER REINFORCING TAKE - OFF
244.	B-1-7	FILL GIRDER REINFORCING TAKE - OFF
245.	B-1-8	FILL GIRDER REINFORCING TAKE - OFF
246.	B-1-9	FILL GIRDER REINFORCING TAKE - OFF
247.	B-201	BEAM, FILL PERIMETER
248.	B-202	BEAM, FILL PERIMETER
249.	B-203	BEAM, FILL PERIMETER
250.	B-204	BEAM, FILL PERIMETER
251.	B-205	BEAM, FILL PERIMETER
252.	B-206	BEAM, FILL PERIMETER
253.	B-207	BEAM, FILL PERIMETER
254.	B-208	BEAM, FILL PERIMETER
255.	B-209	BEAM, FILL PERIMETER

256.	B-2-1	BEAM, FILL PERIMETER, INSERTS
257.	B-210	BEAM, FILL PERIMETER
258.	B-211	BEAM, FILL PERIMETER
259.	B-212	BEAM, FILL PERIMETER
260.	B-213	BEAM, FILL PERIMETER
261.	B-214	BEAM, FILL PERIMETER
262.	B-215	BEAM, FILL PERIMETER
263.	B-2-2	BEAM, FILL PERIMETER, FABRICATED HARDWARE
264.	B-2-3	BEAM, FILL PERIMETER, REINFORCEMENT TAKE - OFF
265.	B-2-4	BEAM, FILL PERIMETER, REINFORCEMENT TAKE - OFF
266.	B-2-5	BEAM, FILL PERIMETER, REINFORCEMENT TAKE - OFF
267.	B-2-6	BEAM, FILL PERIMETER, REINFORCEMENT TAKE - OFF
268.	B-2-8B	FILL JOISTS, REINFORCING TAKE - OFF, B - 322 THRU B - 3
269.	B-300-1	PRECAST FILL JOIST
270.	B-300-10	PRECAST FILL JOIST
271.	B-300-11	PRECAST FILL JOIST
272.	B-300-12	PRECAST FILL JOIST
273.	B-300-13	PRECAST FILL JOIST
274.	B-300-14	PRECAST FILL JOIST
275.	B-300-15	PRECAST FILL JOIST
276.	B-300-16	PRECAST FILL JOIST
277.	B-300-17	PRECAST FILL JOIST
278.	B-300-2	PRECAST FILL JOIST
279.	B-300-3	PRECAST FILL JOIST
280.	B-300-4	PRECAST FILL JOIST
281.	B-300-5	PRECAST FILL JOIST
282.	B-300-6	PRECAST FILL JOIST
283.	B-300-7	PRECAST FILL JOIST
284.	B-300-8	PRECAST FILL JOIST
285.	B-300-9	PRECAST FILL JOIST
286.	B-3-1A	FILL JOISTS, INSERTS, B - 302 THRU B - 321
287.	B-3-1B	FILL JOISTS, INSERTS, B - 322 THRU B - 341
288.	B-3-1C	FILL JOISTS, INSERTS, B - 342 THRU B - 361
289.	B-3-1D	FILL JOISTS, INSERTS, B - 362 THRU B - 381
290.	B-3-1E	FILL JOISTS, INSERTS, B - 382 THRU B - 398
291.	B-3-2	FILL JOIST, FABRICATED HARDWARE
292.	B-3-2A	FILL JOISTS, FABRICATED HARDWARE, B - 302 THRU B - 32
293.	B-3-2B	FILL JOISTS, FABRICATED HARDWARE, B - 322 THRU B - 34
294.	B-3-2C	FILL JOISTS, FABRICATED HARDWARE
295.	B-3-2D	FILL JOISTS, FABRICATED HARDWARE, B - 362 THRU B - 38

- 296. B-3-2E FILL JOISTS, FABRICATED HARDWARE, B - 382 THRU B- 39
- 297. B-3-3 FILL JOIST, REINFORCEMENT TAKE - OFF
- 298. B-3-3A FILL JOISTS, REINFORCING TAKE - OFF, B - 302 THRU B - 3
- 299. B-3-3B FILL JOISTS, REINFORCING TAKE - OFF, B - 322 THRU B - 3
- 300. B-3-3C FILL JOISTS, REINFORCING TAKE - OFF, B - 342 THRU B - 3
- 301. B-3-3D FILL JOISTS, REINFORCING TAKE - OFF, B - 362 THRU B - 3
- 302. B-3-3E FILL JOISTS, REINFORCING TAKE - OFF, B - 382 THRU B - 3
- 303. B-3-4A FILL JOISTS, REINFORCING TAKE - OFF, B - 302 THRU B - 3
- 304. B-3-4B FILL JOISTS, REINFORCING TAKE - OFF, B - 322 THRU B - 3
- 305. B-3-4C FILL JOISTS, REINFORCING TAKE - OFF, B - 342 THRU B - 3
- 306. B-3-4D FILL JOISTS, REINFORCING TAKE - OFF, B - 362 THRU B - 3
- 307. B-3-4E FILL JOISTS, REINFORCING TAKE - OFF, B - 382 THRU B - 3
- 308. B-3-5A FILL JOISTS, REINFORCING TAKE - OFF, B - 302 THRU B - 3
- 309. B-3-5B FILL JOISTS, REINFORCING TAKE - OFF, B - 322 THRU B - 3
- 310. B-3-5C FILL JOISTS, REINFORCING TAKE - OFF, B - 342 THRU B - 3
- 311. B-3-5D FILL JOISTS, REINFORCING TAKE - OFF, B - 362 THRU B - 3
- 312. B-3-5E FILL JOISTS, REINFORCING TAKE - OFF, B - 382 THRU B - 3
- 313. B-3-6A FILL JOISTS, REINFORCING TAKE - OFF, B - 302 THRU B - 3
- 314. B-3-6B FILL JOISTS, REINFORCING TAKE - OFF, B - 322 THRU B - 3
- 315. B-3-6C FILL JOISTS, REINFORCING TAKE - OFF, B - 342 THRU B - 3
- 316. B-3-6D FILL JOISTS, REINFORCING TAKE - OFF, B - 362 THRU B - 3
- 317. B-3-6E FILL JOISTS, REINFORCING TAKE - OFF, B - 382 THRU B - 3
- 318. B-3-7A FILL JOISTS, REINFORCING TAKE - OFF, B - 302 THRU B - 3

- 319. B-3-7B FILL JOISTS, REINFORCING TAKE - OFF, B - 322 THRU B - 3
- 320. B-3-7C FILL JOISTS, REINFORCING TAKE - OFF, B - 342 THRU B - 3
- 321. B-3-7D FILL JOISTS, REINFORCING TAKE - OFF, B - 362 THRU B - 3
- 322. B-3-7E FILL JOISTS, REINFORCING TAKE - OFF, B - 382 THRU B - 3
- 323. B-3-8D FILL JOISTS, REINFORCING TAKE - OFF, B - 362 THRU B - 3
- 324. B-501 BEAM, DISTRIBUTION PERIMETER
- 325. B-502 BEAM, DISTRIBUTION PERIMETER
- 326. B-503 BEAM, DISTRIBUTION PERIMETER
- 327. B-504 BEAM, DISTRIBUTION PERIMETER
- 328. B-505 BEAM, DISTRIBUTION PERIMETER
- 329. B-506 BEAM, DISTRIBUTION PERIMETER
- 330. B-507 BEAM, DISTRIBUTION PERIMETER
- 331. B-508 BEAM, DISTRIBUTION PERIMETER
- 332. B-509 BEAM, DISTRIBUTION PERIMETER
- 333. B-5-1 BEAMS, INSERTS, DISTRIBUTION PERIMETER
- 334. B-510 BEAM, DISTRIBUTION PERIMETER
- 335. B-511 BEAM, DISTRIBUTION PERIMETER
- 336. B-512 FILL JOIST REINFORCEMENT TAKE - OFF
- 337. B-5-2 BEAMS, FABRICATED HARDWARE, DISTRIBUTION PERIMETER
- 338. B-5-3 BEAMS, REINFORCEMENT TAKE - OFF, DISTRIBUTION PERIMETER
- 339. B-5-4 BEAMS, REINFORCEMENT TAKE - OFF, DISTRIBUTION PERIMETER
- 340. B-5-5 BEAMS, REINFORCEMENT TAKE - OFF, DISTRIBUTION PERIMETER
- 341. B-601 ARCH BEAM, DISTRIBUTION
- 342. B-602 ARCH BEAM, DISTRIBUTION
- 343. B-604 ARCH BEAM, DISTRIBUTION
- 344. B-605 ARCH BEAM, DISTRIBUTION
- 345. B-606 ARCH BEAM, DISTRIBUTION
- 346. B-607 BEAM, DISTRIBUTION
- 347. B-608 ARCH BEAM, DISTRIBUTION
- 348. B-609 BEAM, DISTRIBUTION
- 349. B-6-1 ARCH BEAM INSERTS, DISTRIBUTION
- 350. B-610 BEAM, DISTRIBUTION
- 351. B-611 MANIFOLD SUPPORT BEAM
- 352. B-6-2 ARCH BEAM FABRICATED HARDWARE, DISTRIBUTION
- 353. B-6-3 ARCH BEAM REINFORCING TAKE - OFF, DISTRIBUTION
- 354. B-6-4 ARCH BEAM REINFORCING TAKE - OFF, DISTRIBUTION

355.	B-6-5	ARCH BEAM REINFORCING TAKE - OFF, DISTRIBUTION
356.	B-6-6	ARCH BEAM REINFORCING TAKE - OFF, DISTRIBUTION
357.	B-701	ICE - PREVENTION PIPE SUPPORT
358.	B-702	ICE - PREVENTION PIPE SUPPORT
359.	B-703	ICE - PREVENTION PIPE SUPPORT
360.	B-704	ICE - PREVENTION PIPE SUPPORT
361.	B-7-1	ICE PREVENTION SYSTEM, PIPE SUPPORT INSERTS
362.	B-7-3	ICE - PREVENTION SYSTEM, PIPE SUPPORT REINFORCING
363.	C004-053711-99k SH-2-3	AIR HEATER - BLOWER
364.	C-101-M	COLUMN, SINGLE MASONRY
365.	C-101-R	COLUMN, SINGLE REINFORCING
366.	C-102-M	COLUMN, SINGLE MASONRY
367.	C-102-R	COLUMN, SINGLE REINFORCING
368.	C-1-1	COLUMN, SINGLE INSERTS
369.	C-1-3	COLUMN, SINGLE, REINFORCING TAKE - OFF
370.	C-201-M	H - COLUMN MASONRY
371.	C-201-R	H - COLUMN REINFORCEMENT
372.	C-202-M	H - COLUMN MASONRY
373.	C-202-R	H - COLUMN REINFORCEMENT
374.	C-203-M	H - COLUMN MASONRY
375.	C-203-R	H - COLUMN REINFORCEMENT
376.	C-204-M	H - COLUMN MASONRY
377.	C-204-R	H - COLUMN REINFORCEMENT
378.	C-205-M	H - COLUMN MASONRY
379.	C-205-R	H - COLUMN REINFORCEMENT
380.	C-206-M	H - COLUMN MASONRY
381.	C-206-R	H - COLUMN REINFORCEMENT
382.	C-207-M	H - COLUMN MASONRY
383.	C-207-R	H - COLUMN REINFORCEMENT
384.	C-208-M	H - COLUMN MASONRY
385.	C-208-R	H - COLUMN REINFORCEMENT
386.	C-209-M	H - COLUMN MASONRY
387.	C-209-R	H - COLUMN REINFORCEMENT
388.	C-2-1	H - COLUMN, INSERTS
389.	C-210-M	H - COLUMN MASONRY
390.	C-210-R	H - COLUMN REINFORCEMENT
391.	C-2-2	H - COLUMN, FABRICATED HARDWARE
392.	C-2-3	H - COLUMN, REINFORCING TAKE - OFF
393.	C-2-4	H - COLUMN, REINFORCING TAKE - OFF
394.	C-301-M	PERIMETER COLUMN MASONRY
395.	C-301-R	PERIMETER COLUMN REINFORCING
396.	C-302-M	PERIMETER COLUMN MASONRY
397.	C-302-R	PERIMETER COLUMN REINFORCING

398.	C-303-M	PERIMETER COLUMN MASONRY
399.	C-303-R	PERIMETER COLUMN REINFORCING
400.	C-304-M	PERIMETER COLUMN MASONRY
401.	C-305-M	PERIMETER COLUMN MASONRY
402.	C-305-R	PERIMETER COLUMN REINFORCING
403.	C-306-M	PERIMETER COLUMN MASONRY
404.	C-306-R	PERIMETER COLUMN REINFORCING
405.	C-307-M	PERIMETER COLUMN MASONRY
406.	C-307-R	PERIMETER COLUMN REINFORCING
407.	C-308-M	PERIMETER COLUMN MASONRY
408.	C-308-R	PERIMETER COLUMN REINFORCING
409.	C-3-1	PERIMETER COLUMN INSERTS
410.	C-3-2	PERIMETER COLUMN FABRICATED HARDWARE
411.	C-3-3	PERIMETER COLUMN REINFORCING TAKE - OFF
412.	C-3335-H-SH1-2	SCHEMATIC DE - ICING RESISTOR
413.	C-401	STUB COLUMN
414.	C-402	STUB COLUMN
415.	C-403	STUB COLUMN
416.	C-404	STUB COLUMN
417.	C-4-1	STUB COLUMN, INSERTS
418.	C-4-2	STUB COLUMN, FABRICATED HARDWARE
419.	C-4-3	STUB COLUMN, REINFORCING TAKE - OFF
420.	C-501M	FEMALE, DIAGONAL COLUMN MASONRY
421.	C-501-R	FEMALE, DIAGONAL COLUMN REINFORCEMENT
422.	C-502-M	MALE, DIAGONAL COLUMN MASONRY
423.	C-502-R	MALE, DIAGONAL COLUMN REINFORCEMENT
424.	C-503	DIAGONAL, COLUMN REINFORCING, COMPUTER LISTING
425.	C-5-2	TOWER, DIAGONAL LEG, FABRICATED HARDWARE
426.	C-5-3	TOWER, DIAGONAL COLUMN, REINFORCING
427.	C-5-4	TOWER, DIAGONAL COLUMN, REINFORCING
428.	C-7044961	WIRING WITH ISOLATED RELAY
429.	CIP-1	FOUNDATION, CONSTRUCTION, C I P NOTES AND SPECIFICATIONS
430.	CIP-12	BASIN SLAB - DETAILS
431.	CIP-13	BASIN SLAB - DETAILS
432.	CIP-15	RISER - DETAILS
433.	CIP-17	RAMP, ACCESS - PLAN AND DETAILS
434.	CIP-19	BY - PASS - DETAILS
435.	CIP-20	BY - PASS - DETAILS
436.	CIP-20A	BAFFLE PROTECTION, BY - PASS
437.	CIP-21	RISER, DE - ICING VALVE PLATFORM - PLAN
438.	CIP-4	DIAGONAL, COLUMN, REINFORCEMENT - DETAILS
439.	CIP-5	SHELL TUB - DETAILS
440.	CIP-7	BASIN WALL - DETAILS

441.	CIP-9	PLINTH AT OUTLET - DETAILS
442.	E 2	LADDER AND PLATFORM, ACCESS - ARRANGEMENT
443.	E 3	LADDER AND PLATFORM, ACCESS - ARRANGEMENT
444.	E-1 R-1	AVIATION, OBSTRUCTION, LIGHTING SYSTEM
445.	E-2 R-3	STROBE SYSTEM - SCHEMATIC AND BILL OF MATERIAL
446.	E-3 R-4	AVIATION OBSTRUCTION - DETAILS
447.	EM-802	PIPE SUPPORT, DE - ICING
448.	EX-1	EXCAVATION, BY - PASS AND INLET HEADER - PLAN
449.	EX-2	EXCAVATION, SHELL FOUNDATION - PLAN
450.	EX-3	EXCAVATION, INTERNAL FOUNDATION - PLAN
451.	EX-4	EXCAVATION, INTERNAL FOUNDATION - DETAILS
452.	F-100-1	FLUME, SECONDARY POUR - DETAILS
453.	F-101-M	FLUME MASONRY
454.	F-101-R	FLUME REINFORCING
455.	F-102-M	FLUME MASONRY
456.	F-102-R	FLUME REINFORCING
457.	F-103-M	FLUME MASONRY
458.	F-103-R	FLUME REINFORCING
459.	F-104-M	FLUME MASONRY
460.	F-104-R	FLUME REINFORCING
461.	F-105-M	FLUME MASONRY
462.	F-105-R	FLUME REINFORCING
463.	F-106-M	FLUME MASONRY
464.	F-106-R	FLUME REINFORCING
465.	F-107-M	FLUME MASONRY
466.	F-107-R-1	FLUME REINFORCING
467.	F-107-R-2	FLUME REINFORCING
468.	F-108-M	FLUME MASONRY
469.	F-108-R	FLUME REINFORCING
470.	F-109M	FLUME MASONRY
471.	F-109R-1	FLUME REINFORCING
472.	F-109R-2	FLUME REINFORCING
473.	F-1-1	FLUME INSERTS
474.	F-110-M	FLUME MASONRY
475.	F-110R	FLUME REINFORCING
476.	F-111-M	FLUME MASONRY
477.	F-111-R	FLUME REINFORCING
478.	F-112-M	FLUME MASONRY
479.	F-112-R	FLUME REINFORCING
480.	F-113-M	FLUME MASONRY
481.	F-113-R	FLUME REINFORCING
482.	F-114-M	FLUME MASONRY
483.	F-114-R	FLUME REINFORCING
484.	F-115-M	FLUME MASONRY

485.	F-115-R	FLUME REINFORCING
486.	F-116-M	FLUME MASONRY
487.	F-116-R	FLUME REINFORCING
488.	F-117-M	FLUME MASONRY
489.	F-117-R	FLUME REINFORCING
490.	F-118-M	FLUME MASONRY
491.	F-118-R	FLUME REINFORCING
492.	F-119-M	FLUME MASONRY
493.	F-119-R	FLUME REINFORCING
494.	F-1-2	FLUME FABRICATED HARDWARE
495.	F-120-M	FLUME MASONRY
496.	F-120-R	FLUME REINFORCING
497.	F-121-M	FLUME MASONRY
498.	F-121-R	FLUME REINFORCING
499.	F-122-M	FLUME MASONRY
500.	F-122R	FLUME REINFORCING
501.	F-123-M	FLUME MASONRY
502.	F-123R	FLUME REINFORCING
503.	F-124-M	FLUME MASONRY
504.	F-124-R-1	FLUME REINFORCING
505.	F-124-R2-SH2	FLUME REINFORCING
506.	F-125-R-1	FLUME MASONRY
507.	F-125-R2-SH2	FLUME REINFORCING
508.	F-126-M	FLUME MASONRY
509.	F-126-R	FLUME REINFORCING
510.	F-1-3	FLUME REINFORCING TAKE - OFF
511.	F-1-4	FLUME REINFORCING TAKE - OFF
512.	F-1-5	FLUME REINFORCING TAKE - OFF
513.	F-1-6	FLUME REINFORCING TAKE - OFF
514.	F-1-7	FLUME REINFORCING
515.	F-1-8-SH6	FLUME REINFORCING
516.	F-25R-1	FLUME REINFORCING
517.	F-300-1	FLUME COVER, SECOND POUR
518.	F-301	FLUME COVER
519.	F-302	FLUME COVER
520.	F-303	FLUME COVER
521.	F-304	FLUME COVER
522.	F-305	FLUME COVER
523.	F-306	FLUME COVER
524.	F-307	FLUME COVER
525.	F-308-1	FLUME COVER
526.	F-308-2	FLUME COVER
527.	F-309	FLUME COVER
528.	F-3-1	FLUME COVER INSERTS
529.	F-310-1	FLUME COVER

530.	F-310-2	FLUME COVER
531.	F-311	FLUME COVER
532.	F-312	FLUME COVER
533.	F-313	FLUME COVER
534.	F-314	FLUME COVER
535.	F-315	FLUME COVER
536.	F-3-2	FLUME COVER, FABRICATED HARDWARE
537.	F-3-3	FLUME COVER, REINFORCING
538.	F-3-4	FLUME COVER, REINFORCING
539.	F-3-5	FLUME COVER, REINFORCING
540.	F-3-6-SH4	FLUME COVER, REINFORCING
541.	F-3-7	FLUME COVER REINFORCING
542.	F-501	FLUME TO FLUME WALKWAY
543.	F-5-1	FLUME TO FLUME WALKWAY, INSERTS
544.	F-5-2	FLUME TO FLUME WALKWAY, FABRICATED HARDWARE
545.	F-5-3	FLUME TO FLUME WALKWAY, REINFORCING
546.	F-5-4	FLUME TO FLUME WALKWAY, REINFORCING
547.	F-601	RISER COVER, PRECAST
548.	F-6-1	RISER COVER, PRECAST, INSERTS
549.	F-6-2	RISER COVER, PRECAST, FABRICATED HARDWARE
550.	F-6-3	RISER COVER, PRECAST, REINFORCING
551.	FD 2	SHELL FOUNDATION - DETAILS
552.	FD-1	SHELL FOUNDATION - PLAN
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556.	FD-5	RISER FOUNDATION - DETAILS
557.	FD-8	CRANE FOUNDATION - DETAILS
558.	LP-1	LIGHTNING PROTECTION SYSTEM - PLAN VIEW
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561.	MS-5	VALVE PLATFORM, DE - ICING
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566.	R-11	GIRDERS AND FILL PERIMETER BEAMS, ERECTION - DETAILS
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568.	R-13	GIRDERS AND FILL PERIMETER BEAMS, ERECTION - DETAILS
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571.	R-15-A	GIRDERS AND FILL PERIMETER BEAMS, ERECTION - DETAILS
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574.	R-17-SH2	BEAM, DISTRIBUTION LEVEL, ERECTION - HALF PLAN
575.	R-18-SH1	BEAM, DISTRIBUTION LEVEL, ERECTION - HALF PLAN
576.	R-19-A-SH3	BEAM, DISTRIBUTION LEVEL, ERECTION - DETAIL
577.	R-19-H2	BEAM, DISTRIBUTION LEVEL, ERECTION - DETAILS
578.	R-2	COLUMN, DIAGONAL - LOCATION PLAN
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580.	R-21-SH2	FILL JOIST - HALF PLAN
581.	R-22	FILL JOIST - HALF PLAN
582.	R-23-SH2	FILL JOIST - HALF PLAN
583.	R-24-SH3	FILL JOIST - HALF PLAN
584.	R-26-SH1	BEARING PAD, EM - 200, EM - 201, EM - 204 AND EM - 205 - SUMMARY
585.	R-27-SH27	BEARING PAD, EM - 200, EM - 201, EM - 204 AND EM - 205 - SUMMARY
586.	R-28-SH3	BEARING PAD, EM - 200, EM - 201, EM - 204 AND EM - 205 - SUMMARY
587.	R-29-SH4	BEARING PAD, EM - 421 AND EM - 218 - SUMMARY
588.	R-3	COLUMN, DIAGONAL - ERECTION DETAILS
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607.	R-46	VALVE, DE - ICING, STEM AND OPERATOR, ERECTION MATERIAL
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621.	R-61-A	PIPE, DISTRIBUTION - MODIFICATION
622.	R-61-SH5	PIPE, DISTRIBUTION CUT - DETAILS
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635.	R-72	RISER COVER, HANDRAILS AND LADDER - DETAILS
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638.	R-75-SH1	ICE - PREVENTION SYSTEM, PIPE ERECTION - PLAN
639.	R-76-SH2	ICE - PREVENTION SYSTEM, PIPE ERECTION - PLAN
640.	R-77-SH3	ICE - PREVENTION SYSTEM, PIPE ERECTION - PLAN
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642.	R-79-H5	ICE - PREVENTION SYSTEM, PIPE ERECTION - DETAILS
643.	R-8	COLUMN AND WINDWALL TEE, ERECTION - DETAILS
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645.	R-81-SH7	ICE - PREVENTION SYSTEM, ERECTION - DETAILS
646.	R-82	DRIFT ELIMINATOR, INSTALLATION - PLAN
647.	R-83-SH1	DRIFT ELIMINATOR - SECTIONS AND DETAILS
648.	R-84-SH2	DRIFT ELIMINATOR - SECTIONS AND DETAILS
649.	R-85	DRIFT ELIMINATOR, PLASTIC HARDWARE
650.	R-86	DRIFT ELIMINATOR, ERECTION MATERIALS
651.	R-87	AIR SEAL FOR NATURAL DRAFT TOWERS, TYPICAL - INSTALLATION
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653.	R-89	DOOR, ACCESS @ 135.00 DEGREE
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657.	S-1-1	STAIR INSERTS, ACCESS - SUMMARY SHEET
658.	S-1-3	STAIR REINFORCING, ACCESS - SUMMARY SHEET
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660.	S-201-M	STAIR WALL, ACCESS MASONRY
661.	S-201-R	STAIR WALL, ACCESS REINFORCE
662.	S-202-M	STAIR WALL, ACCESS MASONRY
663.	S-202-R	STAIR WALL, ACCESS REINFORCE
664.	S-203-M	STAIR WALL, ACCESS MASONRY
665.	S-203-R	STAIR WALL, ACCESS REINFORCE
666.	S-204-M	STAIR WALL, ACCESS MASONRY
667.	S-204-R	STAIR WALL, ACCESS REINFORCE
668.	S-205	STAIR WALL, ACCESS - PLAN AND SECTIONS
669.	S-206	STAIR WALL, ACCESS - PLAN AND SECTIONS
670.	S-207	STAIR WALL, ACCESS - PLAN AND SECTIONS
671.	S-208	STAIR WALL, ACCESS - PLAN AND SECTIONS
672.	S-209	STAIR WALL, ACCESS - PLAN AND SECTIONS
673.	S-2-1	STAIR WALL, ACCESS, INSERT - SUMMARY SHEET
674.	S-2-2	STAIR WALL, ACCESS, HARDWARE - SUMMARY SHEET
675.	S-2-3-SH1	STAIR WALL, ACCESS, REINFORCE - SUMMARY SHEET
676.	S-2-4-SH2	STAIR WALL, ACCESS, REINFORCE - SUMMARY SHEET
677.	S3	LADDER AND PLATFORM, ACCESS - ARRANGEMENT
678.	S-301-M	WALKWAY TEE MASONRY
679.	S-301-R	WALKWAY TEE REINFORCING
680.	S-302-M	WALKWAY TEE MASONRY
681.	S-302-R	WALKWAY TEE REINFORCING
682.	S-3-2	WALKWAY TEE HARDWARE - SUMMARY SHEET
683.	S-3-3-SH1	WALKWAY TEE REINFORCING - SUMMARY SHEET

684.	S-3-4-SH2	WALKWAY TEE REINFORCING - SUMMARY SHEET
685.	S-401	STAIR, TOWER, ROOF SLAB
686.	S-4-3	STAIR, TOWER, ROOF SLAB REINFORCING - SUMMARY SHEET
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688.	SH-4	SHELL, BOTTOM - CROSS SECTION
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690.	SH-6	HANDRAIL POCKET, TOP TOWER - LOCATIONS
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694.	SKT-44	CONDUIT, SUGGESTED ROUTING PLAN
695.	SM0118	VALVE, 24" - 48", FIGURE 105
696.	SM0119	STEM EXTENSION, HOUSED, FIGURE 460, 464, 465 AND 474
697.	SP-1	CIP REBAR PLACEMENT DETAIL
698.	SP-10	RISER AND BY - PASS RISER FOUNDATION, COMPUTER LISTING
699.	SP-11	BY - PASS RISER FOUNDATION, STEEL PLACEMENT - DETAIL
700.	SP-12	CRANE FOUNDATION, STEEL PLACEMENT
701.	SP-13	PIPE ENCASEMENT, STEEL PLACEMENT - PLAN
702.	SP-14	PIPE ENCASEMENT, STEEL PLACEMENT - DETAILS
703.	SP-15	STEEL PLACEMENT, INTERNAL FOUNDATION - PLAN
704.	SP-16	STEEL PLACEMENT, INTERNAL FOUNDATION - DETAILS
705.	SP-17	STEEL PLACEMENT, INTERNAL FOUNDATION, COMPUTER LIST
706.	SP-18	PLINTH, STEEL PLACEMENT - SECTION AND VIEW
707.	SP-19	BASIN SLAB, STEEL PLACEMENT - PLAN
708.	SP-2	SHELL FOUNDATION, STEEL PLACEMENT - PLAN
709.	SP-20	BASIN SLAB, STEEL PLACEMENT - DETAILS
710.	SP-21	BASIN SLAB, REINFORCING, COMPUTER LISTING
711.	SP-22	BASIN WALL, STEEL PLACEMENT - PLAN
712.	SP-23-SH1	BASIN WALL, STEEL PLACEMENT - DETAILS
713.	SP-24-SH2	BASIN WALL, STEEL PLACEMENT - DETAILS
714.	SP-25	PRECAST FILL JOIST
715.	SP-26	SHELL LIFTS, #0 AND #1, STEEL PLACEMENT - ELEVATION
716.	SP-27	SHELL LIFTS, #0 AND #1, STEEL PLACEMENT - SECTION
717.	SP-28	SHELL LIFTS, #0 AND #1, REINFORCE TAKE - OFF
718.	SP-28	SHELL LIFTS, #0 AND #1, REINFORCE TAKE - OFF
719.	SP-29-SH1	SHELL LIFTS, #0, 1, 76 AND ACCESS DOOR, REINFORCEMENT TAKE - OFF
720.	SP-3	SHELL FOUNDATION, STEEL PLACEMENT - DETAILS

721.	SP-30-SH2	SHELL LIFTS, #0, 1, 76 AND ACCESS DOOR, REINFORCEMENT TAKE - OFF
722.	SP-31	SHELL STEEL PLACEMENT
723.	SP-33-SH1	RISER STEEL PLACEMENT - DETAILS
724.	SP-34-SH2	RISER STEEL PLACEMENT - DETAILS
725.	SP-35	RISER STEEL PLACEMENT, COMPUTER LISTING
726.	SP-36	ACCESS RAMP, STEEL PLACEMENT - PLAN AND DETAILS
727.	SP-37	ACCESS RAMP, STEEL PLACEMENT - DETAILS
728.	SP-38	ACCESS RAMP, REINFORCEMENT COMPUTER LISTING
729.	SP-39	STAIR, ACCESS, STEEL PLACEMENT - FOUNDATION
730.	SP-4	SHELL FOUNDATION, STEEL COMPUTER LISTING
731.	SP-40-SH1	RISER STEEL, BY - PASS, PLACEMENT - DETAILS
732.	SP-41	BY-PASS RISER STEEL
733.	SP-42-H3	RISER STEEL, BY - PASS, PLACEMENT - DETAILS
734.	SP-43	FOUNDATION STEEL, BY - PASS, PLACEMENT - DETAILS
735.	SP-44-SH1	CHAMBER STEEL, BY - PASS, PLACEMENT - DETAILS
736.	SP-45-SH2	CHAMBER STEEL, BY - PASS, PLACEMENT - DETAILS
737.	SP-46	BY - PASS STEEL PLACEMENT COMPUTER LISTING
738.	SP-47	RISER, DE - ICING VALVE PLATFORM - STEEL PLACEMENT
739.	SP-5-SH1	RISER FOUNDATION, UNIT #1, STEEL PLACEMENT - DETAIL
740.	SP-6-SH2	RISER FOUNDATION, UNIT #1, STEEL PLACEMENT - DETAIL
741.	SP-7-SH1	RISER FOUNDATION, UNIT #2, STEEL PLACEMENT - DETAIL
742.	SP-8-SH2	RISER FOUNDATION, UNIT #2, STEEL PLACEMENT - DETAIL
743.	SP-9	RISER FOUNDATION, COMPUTER LISTING
744.	T-101-M	TUB MASONRY
745.	T-101-R	TUB REINFORCE
746.	T-102	TUB REINFORCING, COMPUTER LISTING
747.	W-101	WINDWALL TEE
748.	W-1-1	WINDWALL TEE INSERTS
749.	W-1-3	WINDWALL TEE REINFORCING TAKE - OFF
750.	COOLING TOWER COMPARISON	

5.0 Boiler & Turbine Bldg

751.	TC103874
752.	TC103876
753.	TC103878
754.	TC103880

- 755. TC103882
- 756. TC103884
- 757. TC103886
- 758. TC103888
- 759. TC103890
- 760. TC103892
- 761. TC103894
- 762. TC103896
- 763. TC103898
- 764. TC103900
- 765. TC103902
- 766. TC103904

6.0 Equipment Unloading Dock

- 767. American Stiffleg Derrick S-50
- 768. TCS05502
- 769. TCS05503
- 770. TCS05504
- 771. TCS05505
- 772. TCS05506
- 773. TCS05507
- 774. TCS05508
- 775. TCS05509

7.0 Foundation Drawings

- 776. Unit 1 Foundation drawings
- 777. Unit 2 Foundation drawings

8.0 Reactant Prep

- 778. Reactant Prep GA's
- 779. Reactant Prep Piping
- 780. Reactant Prep Tanks

9.0 Screenhouse

- 781. Screenhouse Design Drawings
- 782. Screenhouse GA

10.0 Site Works

- 783. Sediment Retention Basin
- 784. Site Development
- 785. Site Drainage Plan

11.0 Structural Steel

- 786. Column Schedule
- 787. Trimble Co Unit 2 Conveyor Room

12.0 Switchyard

- 788. TC-E92004
- 789. TC-E92004
- 790. TCE-92003

13.0 Underground

- 791. CA-11526
- 792. CA-11527
- 793. CA-11528
- 794. CA-11529
- 795. CA-11530
- 796. CA-11531
- 797. CA-11532
- 798. CA-11533
- 799. CA-11534
- 800. CA-11535
- 801. CA-11536
- 802. CA-11537
- 803. CA-11538
- 804. CA-11539
- 805. CA-11540
- 806. CA-11541
- 807. CA-11542
- 808. CA-11543
- 809. CA-11544
- 810. CA-11545
- 811. CA-11546
- 812. CA-11547
- 813. CA-11548
- 814. CA-11549
- 815. CA-11550
- 816. CA-11551
- 817. CA-11552
- 818. CA-11553
- 819. CA-11554
- 820. CA-11555
- 821. CA-11556
- 822. CA-11557
- 823. CA-11558

- 824. CA-11559
- 825. CA-11560
- 826. Trimble Co. Underground Cooling piping
- 827. Trimble Co. Underground Drawings (Fluor)

EXHIBIT M
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EXHIBIT N

CODES AND STANDARDS

Work shall be designed and installed in accordance with the latest issue of the applicable Standards and Design Codes appropriate to the duty, operational requirements, statutory obligations and environmental conditions specified (the Codes).

In addition to those codes and standards mentioned elsewhere in this specification and unless otherwise specified, where applicable, the following codes and standards of the latest issue in effect at date of this Agreement shall form a part of these specifications. The following is not a comprehensive list of Codes.

Codes and Standards

AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturer's Association
ACI	American Concrete Institute
AFBMA	Anti-friction Bearing Manufacturer's Association
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AISC	American Institute for Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
API	American Petroleum Institute
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute
CEMA	Conveyor Equipment Manufacturers Association
CMMA	Crane Manufacturer's Association of America
CTI	Cooling Tower Institute
CGA	Compressed Gas Association
EJMA	Expansion Joint Manufacturing Association
HEI	Heat Exchange Institute
HIS	Hydraulic Institute Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineers Society
ICEA	Insulated Cable Engineers Association

ISA	Instrument Society of America
JIS	Japanese Industrial Standards (steam turbine equipment only)
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Standard for Installation of Sprinkler Systems
NFPA 14	Standard for the Installation of Standpipe and Hose Systems
NFPA 15	Standard for Water Spray Fixed Systems for Fire Protection
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22	Standard for Water Tanks for Private Fire Protection
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances
NFPA 37	Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
NFPA 45	Standard on Fire Protection for Laboratories Using Chemicals
NFPA 50A	Standard for Gaseous Hydrogen Systems at Consumer Sites
NFPA 69	Standard on Explosion Prevention Systems
NFPA 70	National Electrical Code
NFPA 70E	Standard for Electrical Safety in the Workplace
NFPA 72	Standard for the Installation, Maintenance, and Use of Protective Signaling Systems
NFPA 75	Standard for the Protection of Information Technology Equipment
NFPA 80	Standard for Fire Doors and Fire Windows
NFPA 85	Standard on Boiler and Combustion Systems Hazards Code
NFPA 230	Standard for the Fire Protection of Storage
NFPA 496	Standard for Purged and Pressurized Enclosures for Electrical Equipment
NFPA 780	Standard for the Installation of Lightning Protection Systems
NFPA 1961	Standard on Fire Hose
NFPA 1963	Standard for Fire Hose Connections
NFPA 1964	Standard for Spray Nozzles
OSHA	Occupational Safety and Health Administration
KBC	Kentucky Building Code
KYOSHA	Kentucky Occupational Safety and Health Administration
KSPC	Kentucky State Plumbing Code
MBMA	Metal Building Manufacturer's Association

MSS	Manufacturer's Standardization Society of the Valve and Fittings Industry
NACE	National Association of Corrosion Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NETA	International Electrical Testing Association
PPI	Plastic Pipe Institute
PFI	Pipe Fabrication Institute
RMA	Rubber Manufacturer's Association
SDIS	Steel Deck Institute Standards
SJIS	Steel Joint Institute Standard
SMACNA	Sheet Metal and Air conditioning Contractors National Association
SSPC	Sheet Structures Painting Council
TEMA	Tubular Exchanger Manufacturers Association
TIMA	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories
WRC	Welding Research Council
40 CFR Part 60	Federal New Source Performance Standards (NSPS)

Where Contractor's preferred design, manufacturing and installation procedures and standards differ from the standards designated in this specification, then the adopted design basis must be at least equivalent to the designated standards.

Adoption of alternative standards shall be subject to Owner's prior approval. Contractor shall be consistent in their application of standards over the whole Scope of Work.

When requested, Contractor shall provide one English language copy of such alternative standards or codes for Owner's sole use.

When required by the Codes, the Work shall be inspected by an independent competent third party. Where no requirement is specified, Owner shall reserve the right to carry out any inspections or monitoring as necessary.

Where materials are subject to elevated temperature and/or pressure and their selection is not governed by established design codes or standards then the design process and the selection of materials shall be justified by Contractor and approved by Owner.

EXHIBIT O
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EXHIBIT P

WORK BREAKDOWN STRUCTURE

The following is the systems of accounts that Owners anticipate establishing pursuant to Section 8.14 of the Agreement.

<u>UOP#</u>	<u>UNIT OF PROPERTY DESCRIPTION</u>
-	
-	Contractor to provide values for the italicized headings only.
-	
	<i>ACCOUNT 310 - LAND AND LAND RIGHTS</i>
06636	<i>I. Land in Fee</i>
06636	<i>A. Land in Fee</i>
06636	1. Land in Fee (Each parcel of land or any part thereof)
	<i>ACCOUNT 311 - STRUCTURES AND IMPROVEMENTS</i>
06748	<i>I. Structures and Improvements</i>
06748	<i>A. Buildings and Structures</i>
06422	1. Air Conditioner, Central Installation
05008	2. Bin, Bunker or Silo (each) (when connected to structures)
05059	3. Crane or Hoist
05194	4. Electric Power System (each building)
05234	5. Elevator Motor Generator Set (each)
05239	6. Elevator Motor
05238	7. Elevator Car
05237	8. Fire Detection System (each)
05266	9. Fire Escape System (each building)
05267	10. Fire Protection System Diesel Engine or Motor
05274	11. Fire Protection Piping
05271	12. Fire Protection Pump
05272	13. Fire Protection Tank
05275	14. HVAC Air Handling Unit (each)
05346	15. HVAC Boiler or Central Heating Unit (complete)
05347	16. HVAC Chiller
05348	17. HVAC Control System (complete)
05349	18. HVAC Cooler
05350	19. HVAC Ductwork
05351	20. Lighting System (each building) (excluding fixtures)
05395	21. Lighting Fixtures (complete floor or elevation or contiguous 10,000 sq. ft.)
05394	22. Plumbing and Drainage Hardware (both water and sanitary) (excluding piping)
05394	23. Plumbing and Drainage Piping
05495	24. Roof (each separate elevation per building)
05565	25. Chimney (when connected to structure)
05111	26. Chimney Lighting
05112	27. Chimney Liner
05113	28. Structure (each building shell)
05686	

UOP#	UNIT OF PROPERTY DESCRIPTION
05082	29. Building Substructure
05716	30. Trailer or Prefabricated Building (each)
05715	31. Trailer or Prefabricated Building Foundation (complete)
05745	32. Vacuum Cleaning System Motor/Fan (each building)
05746	33. Vacuum Cleaning System Piping (all)
05276	34. Floor Covering (1000 continuous sq. ft. or more)
05079	<i>B. Yard Facilities</i>
05079	1. Bridge or Trestle (each)
05447	2. Mooring Cell (each)
05095	3. Canal (each)
05198	4. Dam or Dike (each)
05221	5. Dock (each structure)
05257	6. Fence (each 5,000 linear feet or more)
05269	7. Fire Protection Diesel Engine or Motor (each outdoor installation)
05271	8. Fire Protection Piping (all) (each outdoor installation)
05272	9. Fire Protection Pump (each outdoor installation)
05391	10. Land Improvements (all per unit)
05482	11. Parking Lot Surface (each, complete or 10,000 sq. ft. contiguous section)
05481	12. Parking Lot Subsurface (each, complete or 10,000 sq. ft. contiguous section)
05525	13. Railroad or Track System (each continuous run of track 1,000 feet or greater)
05548	14. Reservoir (excluding lining)
05549	15. Reservoir Lining (complete)
00067	16. Retaining Wall
05563	17. Road or Driveway Surface (each location, complete or 10,000 sq. ft. contiguous section)
05562	18. Road or Driveway Subsurface (each location, complete or 10,000 sq. ft. contiguous section)
05593	19. Sewage Lift Station Pump and Motor (set)
05592	20. Sewage Holding, Septic or Treatment Tank
05594	21. Sewage Piping (all)
05729	22. Tunnel
05763	23. Walkways (each unit)
05498	24. Potable Water Supply System (excluding chlorination system)
05497	25. Potable Water Chlorination System
05774	26. Yard Drainage System (each location) (excluding oil separator)
05773	27. Yard Drainage Oil Separator
05776	28. Yard Lighting System (each location)
05587	29. Security Access System
05588	30. Security Camera System
05589	31. Security Entry Gate
07661	<i>C. Waste Water Facilities</i>
05047	1. Basin (except liner)
05048	2. Basin Liner (complete)
05224	3. Drainage Pond
05765	4. Waste Water Piping (all between two units of property)
05516	5. Pump Station Pit or Sump
05742	6. Valve Pit
05764	7. Waste Treatment Control System

UOP# **UNIT OF PROPERTY DESCRIPTION**

ACCOUNT 312 - BOILER PLANT EQUIPMENT

06472	<i>I. Steam Boiler Installation</i>
06472	<i>A. Fuel Firing Equipment</i>
05085	1. Burner Corner Plate Steel (each corner - tangential, each elevation - wall fired)
05133	2. Coal Nozzles and Tips (each corner - tangential, each elevation - wall fired)
05018	3. Air Tips (each corner - tangential, each elevation - wall fired)
05586	4. Secondary Air Dampers and Drives (each corner - tangential, each elevation - wall fired)
05175	5. Control Dampers
05698	6. System of Soot Blowers
05294	7. Fuel Piping (each complete run, including riffle plate distributors)
05508	8. Pulverizer (each)
05511	9. Pulverizer Motor (each)
05509	10. Pulverizer Exhauster With Crossover (each)
05676	11. Stock Feeder (each)
05384	12. Isolation Gate
05086	13. Burner Line Shut Off Valves (each unit)
05510	14. Pulverizer Inerting System (each system complete per unit)
05364	15. Igniters (system)
05580	16. Scanners (system)
05462	17. Oil Guns (system)
09374	18. Pulverizer Classifier
07381	<i>B. Economizer</i>
05387	1. Junction Header (each)
05478	2. Outlet Tubes (25% or 500 CSF, whichever is smaller)
05477	3. Outlet Header (each)
05369	4. Inlet Header (each)
05231	5. Economizer Elements (25% or 500 CSF, whichever is smaller)
05232	6. Economizer Feed Line
07662	<i>C. Water Wall</i>
05222	1. Down Comer (each)
05404	2. Links and Risers (lot)
05768	3. Water Wall Drum Front & Rear (each)
05673	4. Steam Drum (each)
05642	5. Side Water Wall Outlet Header (Left & Right) (each)
05770	6. Water Wall Upper Rear Outlet Header (each)
05531	7. Rear Water Wall Hanger Tube Outlet Header (each)
05285	8. Front Water Wall Outlet Header (each)
05769	9. Water Wall Tubes (each wall) (25% or 500 CSF, whichever is smaller)
05227	10. Drum Crossover Line (each)
05532	11. Rear Water Wall Screen Tube Header (each)
05249	12. Extended Side Water Wall Outlet Header (each)
05566	13. Roof Tubes (25% or 500 CSF, whichever is smaller)
05767	14. Water Wall Discharge Line
09320	<i>D. Superheater</i>
05629	1. SH SCW Roof Inlet Header (each)
05630	2. SH SCW Roof Outlet Header (each)
05631	3. SH SCW Upper Side Inlet Header Left & Right (each)
05635	4. SH Side SCW Outlet Header Left & Right (each)
05607	5. SH Front SCW Inlet Header (each)

UOP#	UNIT OF PROPERTY DESCRIPTION
05626	6. SH SCW Extended Side Inlet Header (each)
05625	7. SH SCW Extended Side Inlet Header Left & Right (each)
05627	8. SH SCW Front & Rear Intermediate Header (each)
05623	9. SH Rear SCW Outlet Header (each)
05620	10. SH Rear Horizontal Inlet Header (each)
05622	11. SH Rear Pendant Outlet Header (each)
05597	12. SH Division Panel Inlet Header Left & Right (each)
05598	13. SH Division Panel Outlet Header Left & Right (each)
05614	14. SH Platen Inlet Header (each)
05615	15. SH Platen Outlet Header (each)
05605	16. SH Front Pendant Inlet Header (each)
05606	17. SH Front Pendant Outlet Header (each)
05596	18. SH Desuperheater/Attemperator (each)
05595	19. SH & SCW Connecting Tubes (25% or 500 CSF, whichever is smaller)
05603	20. SH Front Division Panels (25% or 500 CSF, whichever is smaller)
05619	21. SH Rear Division Panels (25% or 500 CSF, whichever is smaller)
05613	22. SH Platen Assemblies (25% or 500 CSF, whichever is smaller)
05616	23. SH Primary (25% or 500 CSF, whichever is smaller)
05632	24. SH Secondary (25% or 500 CSF, whichever is smaller)
05610	25. SH Partial Upper Wall (25% or 500 CSF, whichever is smaller)
05602	26. SH Finishing Pendant (25% or 500 CSF, whichever is smaller)
05617	27. SH Primary Inlet Header
05618	28. SH Primary Outlet Header
05633	29. SH Secondary Inlet Header
05634	30. SH Secondary Outlet Header
05611	31. SH Partial Upper Wall Inlet Header
05612	32. SH Partial Upper Wall Outlet Header
05600	33. SH Finishing Inlet Header
05601	34. SH Finishing Outlet Header
05609	35. SH Horizontal (25% or 500 CSF, whichever is smaller)
05621	36. SH Rear Pendant Assembly (25% or 500 CSF, whichever is smaller)
05604	37. SH Front Pendant Assembly (25% or 500 CSF, whichever is smaller)
05636	38. SH Side SCW Tubes (25% or 500 CSF, whichever is smaller)
05608	39. SH Front SCW Tubes (25% or 500 CSF, whichever is smaller)
05628	40. SH SCW Roof Front & Roof Rear Wall Tubes (25% or 500 CSF, whichever is smaller)
05624	41. SH Rear SCW Outlet Tubes (25% or 500 CSF, whichever is smaller)
05599	42. SH Extended Side SCW Tubes (25% or 500 CSF, whichever is smaller)
05574	43. Safety Valves (all)
09375	44. Top Hat (For the Steam Drums)
	<i>E. Reheater</i>
05554	1. RH Radiant Front Wall Inlet Header (each)
05557	2. RH Radiant Side Wall Inlet Header (each)
05555	3. RH Radiant Front Wall Outlet Header (each)
05558	4. RH Radiant Side Wall Outlet Header (each)
05560	5. RH Rear Pendant Outlet Header (each)
05553	6. RH Front Pendant Inlet Header (each)
05551	7. RH Desuperheater (each)
05556	8. RH Radiant Front Wall Tubes (25% or 500 CSF, whichever is smaller)
05552	9. RH Front Pendant Assemblies (25% or 500 CSF, whichever is smaller)

UOP#	UNIT OF PROPERTY DESCRIPTION
05559	10. RH Rear Pendant or Horizontal Assemblies (25% or 500 CSF, whichever is smaller)
05561	11. RH Sidewall Tubes (25% or 500 CSF, whichever is smaller)
05614	12. Radiant Platens Inlet Header
05518	13. Radiant Platens Outlet Header
05517	14. Radiant Platens Assemblies (25% or 500 CSF, whichever is smaller)
05219	15. Division Walls Inlet Header
05220	16. Division Walls Outlet Header
05218	17. Division Walls (25% or 500 CSF, whichever is smaller)
05574	18. Safety Valves (all)
05209	19. Desuperheater/Attemperator
05485	<i>F. Piping</i>
05430	1. Main Steam Piping
05341	2. Hot Reheat Piping
05138	3. Cold Reheat Piping
05574	4. Safety Valves (all for one unit of property)
06501	<i>G. Boiler Circulation Equipment</i>
05065	1. Boiler Circulatory Pump - Can Style (each pump, complete with motor)
05064	2. Boiler Circulatory Pump (each)
05066	3. Boiler Circulatory Pump Motor (each)
05067	4. Boiler Circulatory Water Pump Suction Manifold (each)
05068	5. Boiler Circulatory Water Pump Seal Injection Pump (each)
05688	6. Suction Valve, Including Operator
05684	<i>H. Structural Components</i>
05390	1. Lagging (1000 or more CSF) (map required)
05544	2. Refractory (all)
05375	3. Insulation (1000 or more CSF) (map required)
05685	4. Structural Steel (complete)
05433	5. Man-Way Access Doors (all)
05459	6. Observation Ports (all)
05071	7. Boiler Hangers Sets (Sets are all hangers on a given line, such as, main steam pipe hangers)
05070	8. Boiler Foundation (complete)
05072	9. Boiler Penthouse (complete)
05205	10. Dehumidifier
05034	<i>I. Auxiliary Boiler</i>
05084	1. Burner Controls
05286	2. Feedwater System
05485	3. Piping (all between two units of property)
05034	4. Auxiliary Boiler
06560	<i>II. Draft Equipment</i>
07303	<i>A. Air Heaters</i>
05684	1. Structural Components
05435	2. Mechanical Components
05235	3. Electrical Components
05340	4. Hot Layer Baskets (one lot)
05381	5. Intermediate Layer Baskets (one lot)
05137	6. Cold Layer Baskets (one lot)
05728	7. Tubular Air Heater (each section)

UOP#	UNIT OF PROPERTY DESCRIPTION
06528	<i>B. Air Preheater System</i>
05315	1. Coils (all)
05324	2. Heat Exchanger (all)
05728	3. Tubing (all)
06697	4. Piping (all)
00234	<i>C. Ductwork</i>
05136	1. Cold Air Duct (to mills)
05009	2. Air Damper Drives (all in secondary and auxiliary air systems)
05024	3. Ash Hopper (each 100 cut ft or greater, map required)
05376	4. Insulation - Draft System between Forced Draft Fan and Stack (each contiguous section 1,000 sq. ft or greater)
05248	5. Expansion Joints (all between two units of property)
00234	6. Ductwork
06581	<i>D. Fans</i>
05279	1. Forced Draft Fan
05280	2. Forced Draft Fan Motor
05366	3. Induced Draft Fan
05367	4. Induced Draft Fan Motor
05074	5. Booster Fan
05075	6. Booster Fan Motor
05501	7. Primary Air Fan
05502	8. Primary Air Fan Motor
05099	9. Casing
05352	10. Hydraulic Control Oil Console (self-contained)
05416	11. Lube Oil Console (self-contained)
07250	12. Forced Draft Fan Damper
07251	13. Induced Draft Fan Damper
07252	14. Booster Fan Damper
07253	15. Primary Fan Damper
05111	<i>E. Chimney</i>
05281	1. Foundation
05640	2. Shell
05393	3. Lighting (all)
05402	4. Liner
05659	5. Stack Pressurization System
05240	6. Elevators
07239	7. Lightning Protection Device
05364	<i>F. Hot Air Duct Igniters</i>
05063	1. Blower and Motor (set)
05251	2. Fan and Motor (set)
05180	3. Controls
06574	<i>G. Precipitator</i>
05107	1. Checker Plate Roof
05377	2. Insulator House (each field)
05099	3. Casing
07418	4. Hopper
05720	5. Transformer-Rectifiers (each field)
05578	6. Saturable Core Reactors/Linear Reactors (each field)
05526	7. Rappers and Controls (each field)

<u>UOP#</u>	<u>UNIT OF PROPERTY DESCRIPTION</u>
05141	8. Collecting Plates (each field)
05772	9. Wires and Weights (each field)
07532	10. Perforated Plate
05739	11. Turning Vanes (each field)
05281	12. Foundation
05690	13. Support Steel
05375	14. Insulation
05171	15. Conditioning SO3 Tank
05170	16. Conditioning Converter/Combustion Chamber
05172	17. Conditioning System Pump/Motor
05169	18. Conditioning Controls
05180	19. Precipitator Controls
09321	<i>H. Emissions Monitors</i>
05455	1. NOx Monitor
05656	2. SOx Monitor
05278	3. Flow Monitor
05468	4. Opacity Monitor
05132	5. CO/CO2 Monitor
05256	<i>III. Feedwater System</i>
05110	<i>A. Chemical Treatment</i>
05513	1. Pump and Motor Set
06556	<i>B. Deaerator</i>
05382	1. Internals
05640	2. Shell
05203	3. Deaerator Storage Tank
06618	<i>C. High/Low Pressure Heaters</i>
05640	1. Shell (each heater)
05727	2. Tubing (each heater)
05327	3. Heater Drain Pump and Motor (set)
05485	<i>D. Piping</i>
05485	1. Piping (all between two units of property)
05321	2. Hangers (all between two units of property)
05756	3. Valves 24" & Larger
06476	<i>E. Boiler Feed Pumps</i>
05100	1. Casing/Barrel (rotating section)
05214	2. Diffuser Assemblies (all)
05322	3. Head
05365	4. Impeller (set)
05637	5. Shaft
05660	6. Stage Pieces (all)
06783	<i>F. Turbines 3500 HP & Greater</i>
05061	1. Blading or Buckets (set complete)
05060	2. Blade Rings (set complete)
05099	3. Casing
05210	4. Diaphragm Assembly (complete)
05313	5. Governor Assembly (complete)
05417	6. Lube Oil System
05637	7. Shaft

UOP#	UNIT OF PROPERTY DESCRIPTION
06895	<i>G. Motors/Drivers</i>
05069	1. Boiler Feed Booster Pump Motor
05420	2. Main Boiler Feed Pump Motor or Turbine
05353	3. Hydraulic Coupling
05662	4. Start-Up Boiler Feed Pump Motor
06537	<i>H. Condensers</i>
05758	1. Vent Condenser Shell
05759	2. Vent Condenser Tubing (all)
06514	<i>IV. Coal Fuel Equipment</i>
06506	<i>A. Bunkers or Bins</i>
05742	1. Unloading Bunker or Bin (excluding liner)
05533	2. Reclaim Bunker or Bin (excluding liner)
05693	3. Surge Bunker or Bin (excluding liner)
05316	4. Grid (each hopper complete)
05402	5. Liner (each)
07654	<i>B. Barge Unloader</i>
05081	1. Bucket
05104	2. Chain
05045	3. Barge Positioner
05725	4. Trolley
05174	5. Control Cab
06888	6. Hoist/Motor
05181	7. Conveyor Belts/Buckets (all)
05185	8. Conveyor Rollers (all)
05183	9. Conveyor Motor (each)
05182	10. Conveyor Gear Reducer (each)
05186	11. Conveyor Supporting Steel
05522	<i>C. Rail Car Handling</i>
05097	1. Car Unloading System
05639	2. Shaker
05096	3. Car Positioner
05708	4. Thawing System Piping
05706	5. Thaw Shed Heaters (all, top or bottom)
05707	6. Thawing System Controls
05525	7. Track System (each run of track 1,000 ft. or greater, devoted principally to transporting fuel, not in Account 311)
06512	<i>D. Coal Handling and Preparation</i>
05196	1. Crusher (each)
05197	2. Crusher Motor (each)
05230	3. Dust Suppression System (each)
05254	4. Feeder, Raw (each) (excluding sampling system devices)
05338	5. Hopper (each 100 cu. ft. or greater)
05575	6. Sampling System (complete)
05576	7. Sampling System Motor
05134	8. Coal Scale Certification Slab
05584	9. Screening or Sizing Installation (all)
05717	10. Tramp Iron Removal System (each)
05419	11. Magnetic Separator
05760	12. Vibrating Gates (all, complete units)

UOP#	UNIT OF PROPERTY DESCRIPTION
07217	13. Sodium Feed System Conveyor & Controls
07218	14. Sodium Feed System Hopper
05188	<i>E. Conveyors</i>
05058	1. Belts/Buckets (all) (on belts 100 feet or longer)
05564	2. Rollers (all) (on belts 100 feet or longer)
05183	3. Motor (each) (on belts 100 feet or longer)
05303	4. Gear Reducer (each) (on belts 100 feet or longer)
05691	5. Supporting Steel (on belts 100 feet or longer)
05187	6. Conveyor System (complete) (on belts less than 100 feet)
06523	<i>F. Scales</i>
05057	1. Belt
05491	2. Platform
05521	3. Rail
05726	4. Truck
05645	<i>G. Silos/Bunkers</i>
05640	1. Shell
05120	2. Chute or Downtake (each, from silo to mill or feeder)
05402	3. Liner
07247	4. Air Cannons (Complete System per Bunker)
07619	<i>H. Stacker/Reclaimer System</i>
05073	1. Boom Conveyor
05448	2. Motor
05496	3. Positioner Drive
05522	4. Rail System (complete)
05536	5. Reclaimer
05724	6. Tripper
06870	<i>I. Vehicles</i>
05523	1. Railcar
05409	2. Locomotive
05751	3. Vacuum Truck/Trailer
05040	4. Back Hoe
05726	5. Truck
05354	6. Hydraulic Cranes
05581	7. Scraper
05083	8. Bulldozer
07248	9. Front End Loader
06603	<i>V. Fuel Oil Equipment</i>
05428	<i>A. Fuel Oil Storage</i>
05292	1. Fuel Oil Storage Tank
05173	2. Containment Dike, Basin (each tank)
05273	3. Fire Protection System (each tank)
05266	4. Fire Detection System (each tank)
05485	5. Piping (all between two units of property)
05328	6. Heating System (all)
07526	<i>B. Fuel Oil Handling</i>
05463	1. Oil Piping (fuel oil tanks to unit fuel heating system)
05487	2. Piping Supports & Trusses (all)
05287	3. Fuel Forwarding Pump & Motor (set)
05293	4. Fuel Oil Transfer Pump & Motor (set)

UOP#	UNIT OF PROPERTY DESCRIPTION
05291	5. Fuel Oil Recirculation Pump & Motor (set)
05290	6. Fuel Oil Recirculation Piping
	7. Track System (each run of track 1,000 ft. or greater devoted principally to transporting fuel, not included in Account 311)
05714	
06456	<i>VI. Ash Handling Systems</i>
07399	<i>A. Ash Handling - General</i>
05025	1. Ash Hoppers (each)
05110	2. Chemical Treatment Systems (each)
05193	3. Crane (exclusively for ash removal)
05652	4. Sluiceway or Piping
05678	5. Storage Bin
05747	6. Vacuum Control System (all) (for each unit)
05028	7. Ash Pond (wet or dry)
05023	8. Ash Forwarding/Ash Water Recycle Pumps
05515	9. Pump Motors
05485	10. Piping (All)
06449	<i>B. Dry Ash Handling</i>
	1. Dry Ash Piping (pressure or vacuum) (all piping run from the ash hoppers to the transfer tank or silo)
05228	2. Blower and Motor (set)
05063	3. Vacuum Pump and Motor (set)
05750	4. Vacuum Ejector
05748	5. Silo
05645	6. Bagfilter System (per silo)
05042	7. Rotary Unloader (each)
05567	8. Telescopic Chute or Spout (each complete)
05704	9. Transfer Tank (each)
05718	10. Separators (primary and secondary) (each set)
05591	11. Exhauster and Motor (set)
05246	
05028	<i>C. Wet Ash Handling</i>
05128	1. Clinker Grinder or Crusher (each with motor)
05026	2. Ash Piping (each complete run)
05031	3. Ash Water Slurry Pump
05032	4. Ash Water Slurry Pump Motor
05029	5. Ash Sluice Pump
05030	6. Ash Sluice Pump Motor
05076	7. Booster Pump
05077	8. Booster Pump Motor
05386	9. Jet Pulsion Pump
05696	10. Surge Tank
05027	11. Ash Piping Valves (all)
07216	12. Ash Ram System
07557	<i>VII. Water Supply and Purification Treatment Systems</i>
09322	<i>A. Closed Cooling Water System</i>
05325	1. Heat Exchanger Shell
05326	2. Heat Exchanger Tubing
05129	3. Closed Cooling Water Piping (all)
05130	4. Closed Cooling Water Pump
05131	5. Closed Cooling Water Pump Motor

<u>UOP#</u>	<u>UNIT OF PROPERTY DESCRIPTION</u>
09323	<i>B. Raw Water System</i>
05528	1. Raw Water Pump
05529	2. Raw Water Pump Motor
05527	3. Raw Water Piping (all)
05530	4. Raw Water Storage Tank
09324	<i>C. Bearing Water System</i>
09324	1. Bearing Water Pump
05053	2. Bearing Water Pump Motor
05054	3. Bearing Water Piping (all)
05055	4. Bearing Water Storage Tank
09325	<i>D. High Pressure Service Water System</i>
05331	1. High Pressure Service Water Pump
05329	2. High Pressure Service Water Pump Motor
05330	3. High Pressure Service Water Piping (all)
05332	4. High Pressure Service Water Storage Tank
09326	<i>E. Low Pressure Service Water System</i>
05412	1. Low Pressure Service Water Pump
05410	2. Low Pressure Service Water Pump Motor
05411	3. Low Pressure Service Water Piping (all)
05414	4. Low Pressure Service Water Storage Tank
05413	5. Low Pressure Service Water Rotating Section
09327	<i>F. Service Water System - General</i>
05585	1. Seal Well
05730	2. Tunnel, Intake or Discharge Pipe
05771	3. Well (use Account 311 if for drinking water only)
05108	4. Chemical Feed System (each, excluding chlorine)
05127	5. Clearwell/Reactivator (each set)
05116	6. Chlorination System
05264	7. Filters (carbon, gravity flow, or pressure) (each)
05262	8. Filtered Storage Tank
05503	9. Primary Water Treatment Controls
09328	<i>G. Demineralizer (Make-Up)</i>
05102	1. Cation/Anion/Mixed Bed (each separately)
05109	2. Chemical Storage Tank
05243	3. Evaporator
05207	4. Demineralizer Control Systems
05208	5. Demineralizer Piping (all)
05644	6. Softener (each)
07231	7. Acid/Caustic Pump Skid
05161	<i>H. Condensate</i>
05155	1. Condensate Piping Valves (24" and larger, with operator)
05157	2. Condensate Polishing Vessel or Mixed Bed (each)
05156	3. Condensate Polishing Piping (all)
05161	4. Condensate Storage Tank
05766	<i>I. Water Sampling and Monitoring Systems</i>
05766	1. Water Sampling & Monitoring System

UOP#	UNIT OF PROPERTY DESCRIPTION
06626	<i>VIII. Instruments and Meters - Controls</i>
06533	<i>A. Computer System</i>
05440	1. Microcomputer
05443	2. Minicomputer
05103	3. Central Processing Unit
05441	4. Microprocessor File
05505	5. Process I/O System Cabinets
05469	6. Operator Console (CRT)
05504	7. Printer (each)
05418	8. Mag Tape Units (each)
05506	9. Programmer=s Terminal (CRT terminal or teletype) (each)
05467	10. On Line Bulk Storage Device (drum or disc)
05277	11. Floppy Disk Drive Units (all)
05506	12. CRT Tubes - Alarm, Trend, Utility (All)
05180	<i>B. Control Room</i>
05020	1. Alarms (each alarm panel, complete, or if no panels, all alarms per unit)
05093	2. Cabinet or Panel (each)
05452	3. Multi-Point Recorders (each)
05177	4. Control System (each separate functional control system complete)
09329	<i>C. System Controls</i>
05407	1. Load Control Cabinet (Dispatch)
05200	2. Data Link Cabinet
07330	<i>D. Boiler Controls</i>
05480	1. O2 Monitors
05286	2. Fuel Flow Controls and Field Transducers & Actuators
05255	3. Feedwater Controls and Field Transducers & Actuators
05154	4. Condensate Flow Controls and Field Transducers & Actuators
05010	5. Air Flow Controls and Field Transducers & Actuators
05223	6. Draft Controls and Field Transducers & Actuators
05087	7. Burner Management System
05226	8. Drum Camera
05296	9. Furnace Camera
06627	<i>IX. Control and Instrument Air System</i>
06627	<i>A. Control and Instrument Air Systems</i>
05005	1. Air Compressor and Motor
05014	2. Air Piping
05014	3. Air Receiver
05206	4. Dehumidifier or Dryer
06724	<i>X. SO2 Scrubber or Flue Gas Desulfurization</i>
07300	<i>A. Absorber Tower/SO2 Scrubber</i>
05002	1. Agitator (each)
05003	2. Agitator Motor (each)
05323	3. Header (each)
05723	4. Tray (each)
05485	5. Piping (all between two units of property)
05458	6. Nozzles (all per tower)
05403	7. Lining/Shell (500 CSF or greater) (map required)
05041	8. Baffling
05755	9. Valves (all between two units of property)

UOP#	UNIT OF PROPERTY DESCRIPTION
09331	<i>B. Recycle System</i>
05539	1. Recycle Suction Valves
05355	2. Hydraulic System
05540	3. Recycle/Recirculation Pump
05542	4. Recycle/Recirculation Pump Motor
05541	5. Recycle/Recirculation Pump Gear Reducer
09332	<i>C. Mist Eliminators</i>
05446	1. Mist Eliminator/Demister Vanes
05445	2. Mist Eliminator Wash Pumps
05444	3. Mist Eliminator Wash Pump Strainers
09333	<i>D. Venturi</i>
05448	1. Motor
05492	2. Plug Valve
00234	<i>E. Duct Work</i>
05229	1. Duct
05247	2. Expansion Joint
05385	3. Isolation/Control/Bypass Damper
05022	4. Annulus Pressurization System
05233	5. Electric Heater System
05062	<i>F. Oxidation Blowers</i>
05062	1. Blower (each complete)
05448	2. Motor (each)
05479	3. Oxidation Piping (Between Blower & Header)
05512	<i>G. Gypsum Slurry Transfer Pumps</i>
05512	1. Pump (each)
05448	2. Motor (each)
05699	<i>H. Gypsum Slurry Transfer Tanks</i>
05002	1. Agitator (each)
05003	2. Agitator Motor (each)
05370	3. Inlet Valve (each)
05699	4. Tank (each)
05318	<i>I. Transfer Piping</i>
05318	1. Gypsum Slurry Transfer Piping
05401	2. Limestone Slurry Transfer Piping
05534	3. Reclaim Water Transfer Piping
05535	4. Reclaim Water Transfer Valves
09334	<i>J. Organic Acid System</i>
05473	1. Organic Acid Transfer Pump
05474	2. Organic Acid Transfer Pump Motor
05472	3. Organic Acid Tank
05470	4. Organic Acid Agitator
05471	5. Organic Acid Agitator Motor
09335	<i>K. Lime/Limestone System</i>
05188	1. Conveyors (each complete) (less than 100 ft.)
05181	2. Conveyor Belts/Buckets (all) (on conveyors 100 ft. or longer)
05185	3. Conveyor Rollers (all) (on conveyors 100 ft. or longer)
05183	4. Conveyor Motor (each) (on conveyors 100 ft. or longer)
05184	5. Conveyor Motor Gear Reducer (each) (on conveyors 100 ft. or longer)
05186	6. Conveyor Supporting Steel (all) (on conveyors 100 ft. or longer)

UOP#	UNIT OF PROPERTY DESCRIPTION
05703	7. Telescopic Chute
05338	8. Hopper (each 100 cu. ft. or greater)
05579	9. Scale (each, complete system)
05230	10. Dust Suppression System (each)
05253	11. Feeder/Auger (each complete)
05396	12. Limestone Crusher
05397	13. Limestone Crusher Motor
05648	14. Silo Storage Day Bin
05647	15. Silo Lime/Active Bottom (each complete)
05646	16. Silo Bin Vent (each complete per Silo)
05717	17. Tramp Iron Removal System (each)
05419	18. Magnetic Separator
05743	19. Unloading System (complete)
05398	20. Limestone Mill
05400	21. Limestone Mill Motor
05399	22. Limestone Mill Lift Oil System (each mill)
05651	23. Slake Mill Product, Slurry, or Reactant Tank
05649	24. Slake Mill Product, Slurry, or Reactant Tank Agitator (each)
05650	25. Slake Mill Product, Slurry, or Reactant Tank Traveling Rack (each)
05653	26. Slurry Pump (Classifier Pumps, Feed Pumps, Reactant Pumps)
05654	27. Slurry Pump Motor (Classifier Pumps, Feed Pumps, Reactant Pumps)
05125	28. Classifier (each)
05126	29. Classifier Particle Size Analyzer
05074	<i>L. Booster Fan</i>
05344	1. Housing
05569	2. Rotor
05449	3. Motor
09336	<i>M. Stack Gas Reheat System</i>
05250	1. Fan
05448	2. Motor
05672	3. Steam Coils
05160	4. Condensate Return Tank
09337	<i>N. Instruments and Meters/Controls</i>
05216	1. Distributed Control System Drop or Nod
05215	2. Distributed Control System Data Highway
05176	3. Control Panel (each separate functional control system complete)
09338	<i>O. Gypsum Water Recovery & Treatment Facility</i>
05512	1. Pump (each)
05448	2. Motor (each)
05204	3. Decant System
05683	4. Storm Sewer System
05695	5. Surge Pond Liner (Complete)
05320	6. Gypsum Stack Liner (Complete)
05740	7. Underdrain Piping
05319	8. Gypsum Stack Decant Structure
07034	9. Excavator
05333	<i>P. Highway Crossing Bridge</i>
05333	1. Highway Crossing Bridge

UOP# **UNIT OF PROPERTY DESCRIPTION**

ACCOUNT 314 - TURBO GENERATOR UNITS

06765	<i>I. Turbo generators</i>
06764	<i>A. Turbines (Each section - high, intermediate, or low - where applicable)</i>
05001	1. Acoustic Hood
05051	2. Bearing (each complete)
05571	3. Rotor Shaft
05568	4. Rotating Section, Blades or Buckets (each rotor complete)
05667	5. Stationary Section (diaphragms, blade rings, partitions)
05371	6. Inner Casing/Cylinder
05476	7. Outer Casing/Cylinder
05163	8. Condenser Expansion Joint (each)
05191	9. Coupling (each)
05195	10. Crossover Pipe (each flanged section)
05245	11. Exhaust Hood
05282	12. Foundation or Pedestal
05457	13. Nozzle Block
05284	14. Front Standard (each)
05442	15. Middle Standard (each)
05674	16. Steam Inlet Sleeve (each)
05732	17. Turbine Shaft Packing Box (each complete)
05738	18. Turning Gear
05091	19. Bypass Valve
05092	20. Bypass Valve Servomotor
05178	21. Control Valve
05179	22. Control Valve Servomotor
05431	23. Main Stop Valve
05432	24. Main Stop Valve Servomotor
05545	25. Reheat Valve
05546	26. Reheat Valve Servomotor
05709	27. Throttle Valve
05710	28. Throttle Valve Servomotor
05314	29. Governor Valve
05315	30. Governor Valve Servomotor
05379	31. Intercept Valve
05380	32. Intercept Valve Servomotor
05139	33. Cold Reheat Valve (CRV)
05140	34. Cold Reheat Valve (CRV) Servomotor
05761	35. Vibration Monitors
05705	36. Temperature Monitors
05162	37. Condenser Controls
05735	38. Turbine Supervisory Monitor
05733	39. Turbine Supervisory Alarms (each panel complete or all per unit)
05734	40. Turbine Supervisory Cabinet Panel (each)
05736	41. Turbine Supervisory Recorder (each)
05657	42. Speed Control System
05451	43. Motor Position Control System
05638	44. Shaft Eccentricity Control System
05661	45. Start-Up & Water Induction Protection System

UOP#	UNIT OF PROPERTY DESCRIPTION
05711	46. Thrust Bearing Wear Detection and Trip System
05248	47. Expansion Joints (all between two units of property)
06891	<i>B. Generators</i>
05051	1. Bearing (each complete)
05080	2. Brush Rigging (complete)
05099	3. Casing
05142	4. Collection Rings (all)
05304	5. Generator Blower or Fan
0569	6. Rotor
05570	7. Rotor Retaining Ring (each)
05572	8. Rotor Windings
05670	9. Stator Core
05671	10. Stator Windings
05490	11. Plant Torsional Protection System
05669	12. Stator Cooling Pump and Motor
05310	13. Gland Seal System (Steam or Water) (each)
05311	14. Gland Steam Condenser
07215	15. Stator Leak Monitoring System
05244	<i>C. Excitation</i>
05021	1. Alterrex/Alternator
05550	2. Retaining Rings
05258	3. Field Breaker (each)
05762	4. Voltage Regulator
09339	<i>II. Turbo Generator Auxiliaries</i>
09340	<i>A. Hydrogen System</i>
05363	1. Hydrogen Supply System
05356	2. Hydrogen Cooler Shell
05357	3. Hydrogen Cooler Tubing
05360	4. Hydrogen Seal Oil Pump and Motor
05362	5. Hydrogen Seals and Glands (all)
05361	6. Hydrogen Seal Oil Reservoir
05359	7. Hydrogen Seal Oil Filter System
05098	8. Carbon Dioxide Purge System
05358	9. Hydrogen Purity Monitor
09341	<i>B. Main Oil System</i>
05422	1. Main Oil Accumulator (each)
05424	2. Main Oil Cooler
05426	3. Main Oil Pump and Motor
05426	4. Main Oil Piping (between two units of property)
05427	5. Main Oil Purification System (Conditioning System)
05423	6. Main Oil Centrifuge
05428	7. Main Oil Storage Reservoir (each)
05194	<i>C. Crane</i>
05078	1. Bridge
05337	2. Hook, Pulley and Cable System
05448	3. Motor
05725	4. Trolley

UOP#	UNIT OF PROPERTY DESCRIPTION
06885	<i>D. Governing Control System</i>
05236	1. Electro (EHC)
05434	2. Mechanical (MHC)
05312	3. Governor
05268	<i>E. Protection/Monitoring</i>
05268	1. Fire Extinguishing System
05306	2. Generator Core Monitor System (each complete)
06537	<i>III. Condensing and Cooling Water System</i>
06537	<i>A. Condenser and Auxiliaries</i>
05016	1. Air Removal Piping (between two units of property)
05675	2. Steam Removal Ejector
05750	3. Vacuum Pump and Motor
05165	4. Condenser Shell
05167	5. Condenser Tubes (all per condenser)
05166	6. Condenser Tube Sheets and Supports (all)
05168	7. Condenser Water Box (each)
05035	8. Auxiliary Condenser Shell
05037	9. Auxiliary Condenser Tubes (all per condenser)
05036	10. Auxiliary Condenser Tube Sheets and Supports (all)
05038	11. Auxiliary Condenser Water Box (each)
05158	12. Condensate Pump
05159	13. Condensate Pump Motor
05342	14. Hotwell Pump
05343	15. Hotwell Pump Motor
05749	16. Vacuum Priming System
05011	17. Air Inleakage Monitor
06501	<i>B. Circulating Water System</i>
05043	1. Bar Rakes (all per intake section)
05118	2. Chlorination System Skid or System (complete) (plant or cooling tower)
05117	3. Chlorination System Skid Foundation
05119	4. Chlorination System Tank Foundation
05115	5. Chlorination Control System
05121	6. Circulating Water Piping (between two units of property)
05124	7. Circulating Water Valves (each)
05164	8. Condenser Intake and Discharge Tunnel or Piping (Cooling Tower or River to Unit)
05122	9. Circulating Water Pump
05123	10. Circulating Water Pump Motor
05582	11. Screen Wash Pump
05583	12. Screen Wash Pump Motor
05677	13. Stop Logs
05721	14. Trash Debris Rake System
05722	15. Traveling Trash Screens (each set complete)
06548	<i>C. Cooling Towers</i>
05217	1. Distribution Headers (all)
05259	2. Fill (each contiguous section representing 25% or greater of total fill per tower)
05260	3. Fill Support (all)
05281	4. Foundation
05713	5. Tower (Shell) and Frame (Column Supports) (both)
05752	6. Valve Pit (Blowdown)

UOP#	UNIT OF PROPERTY DESCRIPTION
05190	7. Cooling Tower Fan Drive Gear Reducer (each)
05252	8. Fan Motor (each)
05393	9. Lighting (all per tower)
05250	10. Fan (each)
ACCOUNT 315 - ACCESSORY ELECTRIC EQUIPMENT	
06442	<i>I. Accessory Electric Equipment</i>
05383	<i>A. Isolated Phase Buswork</i>
05090	1. Bus Duct (continuous run, generator to transformer) (each phase)
05089	2. Bus Cooling System
05453	3. Neutral Grounding Transformer
05499	4. Potential or Current Transformer (each per circuit)
05383	5. Isolated Phase Bus
07098	<i>B. Power Transformers</i>
05039	1. Auxiliary Transformer
05489	2. Plant Auxiliary Buswork (continuous run - transformer to switchgear) (each phase)
05663	3. Start-Up Transformer
05664	4. Station Operating Transformer (each)
06755	<i>C. Switchgear</i>
05438	1. Medium Voltage (2.3kV to 13kV) Switchgear Cubicle
05437	2. Medium Voltage (2.3kV to 13kV) Switchgear Breaker
05687	3. Substation (2.3kV or 4.0kV to 480V) (each)
05777	4. 2.3kV or 4.0kV to 480V transformer (each)
05449	5. Motor Control Center (480V distribution) (each)
05211	<i>D. Diesel Generator Set (Station Use)</i>
05211	1. Diesel and Generator (complete)
09342	<i>E. DC System</i>
05049	1. Batteries (all per unit)
05105	2. Charger (each)
05538	3. Rectifier
05450	4. Motor Generator Set
05202	5. DC Switches, Breakers, and Distribution Panels (all)
06672	<i>F. Miscellaneous</i>
05046	1. Barrier or Fire Wall (complete section, independent of structure, including foundation)
05101	2. Cathodic Protection System (each independent system)
05273	3. Fire Protection System (each system, i.e. coal yard, turbine, pulverizers, etc.)
05317	4. Grounding System
05309	5. Generator Output Metering System (each unit)
05666	6. Station Use Metering System (each unit)
05741	7. Uninterruptible Power Supply (UPS) System (each unit)
ACCOUNT 316 - MISCELLANEOUS POWER PLANT EQUIPMENT	
06660	<i>I. Miscellaneous Power Plant Equipment</i>
06660	<i>A. Portable Station Equipment and Tools - General Use</i>
05004	1. Air Compressor (each)
05007	2. Air Conditioner (each)
05335	3. Hoist, Crane, Derrick
05373	4. Instrument or Measuring Device
05519	5. Radio Noise Locating Equipment

UOP#	UNIT OF PROPERTY DESCRIPTION
05712	6. Tools and Work Equipment
09343	<i>B. Station Support System - General Use</i>
05372	1. Intrasite Telephone System
05507	2. Public Address System
05520	3. Radio System (each)
05643	4. Signal or Call System
05702	5. Telephone System
05006	6. Air Compressor or Motor
05144	7. Compressed Air Dryer
05146	8. Compressed Air Receiver
05145	9. Compressed Air Piping
05013	10. Air or Water Monitoring Device
05017	11. Air Sampler
05701	12. Telemetering Equipment
05199	13. Data Input File (all)
05374	14. Instrumentation System (all)
05270	15. Fire Protection Equipment (each, general use item)
05302	16. Gasoline Storage Tank
05299	17. Gasoline Island
05300	18. Gasoline Pump and Dispensing Device
05466	19. Oil Reclaiming Tank
05465	20. Oil Reclaiming Purifier/Filter
05744	21. Vacuum Cleaning System (when not an integral part of structure)
05641	22. Shop Equipment
05388	23. Kitchen Equipment
05389	24. Laboratory Equipment
06722	25. Safety Equipment
05682	26. Stores Equipment
05460	27. Office Equipment
	<i>C. Transportation</i>
05044	1. Barge or Boat (each)
05475	2. Outboard Motor
05033	3. Automobile (Do not use if TRMS is involved)
05409	4. Locomotive
05523	6. Railcar
05726	7. Truck (Do not use if TRMS is involved)
05757	8. Van (Do not use if TRMS is involved)
05484	9. Personnel Cart

EXHIBIT Q
REDACTED

EXHIBIT S

SITE REGULATIONS

The following requirements will apply to Contractor and their subcontractors:

- Digging Permit
- Lockout/Tagout
- Contractor Emergency Action Plan
- Confined Space
- Personal Protective Equipment
- Ammonia Awareness

Documents regarding these Site Regulations shall be available for inspection at the Trimble County Site.

EXHIBIT T
REDACTED

EXHIBIT U
REDACTED

EXHIBIT V
REDACTED

EXHIBIT W

APPLICATION FOR PAYMENT

DATE: _____ CONTRACTOR: _____

REQUEST FOR PAYMENT #: _____ CONTRACT #: _____

FOR THE MONTH ENDING: _____

MILESTONES ACHIEVED _____

ADDITIONAL DESCRIPTION: _____

I. GROSS BILLINGS:

	<u>TOTAL THROUGH LAST PERIOD</u>	<u>TOTAL EARNED THIS PERIOD</u>	<u>TOTAL EARNED TO DATE</u>
A: BASE CONTRACT			
B: CHANGE ORDERS			
TOTALS:	_____	_____	_____

II. THIS PERIOD'S BILLING

A. TOTAL VALUE OF MILESTONES ACHIEVED THIS PERIOD: _____

B. AGGREGATE PAYMENT AMOUNT SPECIFIED BY THIS MONTH IN EXHIBIT X:

C. SUBTOTAL (LESSER OF A OR B): _____

D. SALES TAX: _____

E. TOTAL DUE THIS MONTH: _____

RESPECTFULLY SUBMITTED BY:

EXHIBIT X
REDACTED

EXHIBIT AA

CERTIFICATE OF (MECHANICAL/SUBSTANTIAL/FINAL COMPLETION OR COMMERCIAL OPERATION)

The following form shall be used for Certificates of Mechanical Completion, Substantial Completion, Commercial Operation and Final Completion:

CERTIFICATE OF _____

[Fill in blank with: MECHANICAL COMPLETION, SUBSTANTIAL COMPLETION, COMMERCIAL OPERATION or FINAL COMPLETION, as appropriate]

This constitutes the Certificate of _____

[Fill in blank with: Mechanical Completion, Substantial Completion, Commercial Operation or Final Completion, as appropriate] as contemplated by the Engineering, Procurement and Construction Agreement, entered into as of the ___ day of _____ 2006 (the "Agreement"), by and between Louisville Gas and Electric Company, a Kentucky corporation ("LG&E"), Kentucky Utilities Company, a Kentucky corporation ("KU"), Indiana Municipal Power Agency, a body corporate and politic and a political subdivision of the State of Indiana ("IMPA") and Illinois Municipal Electric Agency, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois ("IMEA" and together with LG&E, KU, and IMPA, the "Owners")), each to the extent of its individual, undivided interest as a tenant-in-common under and in accordance with that certain Participation Agreement ("Participation Agreement") dated as of February 9, 2004 and Bechtel Power Corporation, a Nevada corporation ("Contractor").

[The following sentence applies to Certificates of Substantial Completion and Commercial Operations, only.]

For purposes of Section 7.1.2 of the Agreement, the date on which Owners received the notice from the Contractor pursuant to which this Certificate is being issued is _____.

Executed on this _____ [date] by the Companies on behalf of the Owners.

Kentucky Utilities Company

Louisville Gas and Electric Company

By _____

By _____

Title: _____

Title: _____

EXHIBIT BB
REDACTED

EXHIBIT CC

FORM OF NOTICE TO PROCEED

The following form shall be used for Notice To Proceed:

NOTICE TO PROCEED

This constitutes the Notice To Proceed as contemplated by the Engineering, Procurement and Construction Agreement, entered into as of the ___ day of _____ 2006 (the "Agreement"), by and between Louisville Gas and Electric Company, a Kentucky corporation ("LG&E"), Kentucky Utilities Company, a Kentucky corporation ("KU"), Indiana Municipal Power Agency, a body corporate and politic and a political subdivision of the State of Indiana ("IMPA") and Illinois Municipal Electric Agency, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois ("IMEA") and together with LG&E, KU, and IMPA, (the "Owners"), each to the extent of its individual, undivided interest as a tenant-in-common under and in accordance with that certain Participation Agreement ("Participation Agreement") dated as of February 9, 2004 and Bechtel Power Corporation, a Nevada corporation ("Contractor").

Executed on this _____ [date] by the Companies on behalf of the Owners.

Kentucky Utilities Company

Louisville Gas and Electric Company

By _____

By _____

Title: _____

Title: _____

EXHIBIT DD
REDACTED

EXHIBIT EE
REDACTED

EXHIBIT FF
REDACTED

EXHIBIT GG
REDACTED

EXHIBIT HH
REDACTED

EXHIBIT II

FORM OF CHANGE ORDER

CHANGE ORDER	
Project: Project No.:	File No.: Date:
Contractor: Contract For: Change Order Title:	Change Order No.: Contract No.:
The Agreement is hereby changed as follows: Change Description: Adjustment to Schedule (including change(s) to key dates): Adjustment to Payment Schedule: Adjustment to Performance Guarantees: Other Agreement Adjustments (specify): <div style="text-align: right; margin-left: 200px;"> Original Contract Price..... Prior Change Orders Amount..... Contract Price Prior to this Change Order.. This Change Order Amount..... Net Contract Price Amount </div>	
OTHER CONDITIONS: To the extent stated in this Change Order, the price and time extension in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any resulting consequential costs or delays. This Change Order, when executed, constitutes a modification to the Agreement, and all provisions of the Agreement, except as modified above or by a previous Change Order, shall apply hereto.	
_____ Acceptance	_____ Acceptance
_____ For and on behalf of Owners	_____ For and on behalf of Contractor
By: _____ By: _____ Date: _____ Date: _____ Title: _____ Title: _____ Distribution: _____ _____ _____ _____	_____ _____ _____

EXHIBIT JJ
REDACTED

EXHIBIT NN

DESIGN DOCUMENTS

The following design documents are required for the review of Owner.

- P&IDs
- Flow diagrams
- Computer system CRT graphic display format
- Control room console layout
- Control room layout
- Typical DCS logic drawings
- Single line drawings including metering and relay protection
- Relay protection diagrams
- General arrangement and equipment location drawings with equipment maintenance and removal provisions, corridors for major utilities. Review with the project 3D model may be used for some or all of these items.
- Site plans showing arrangement of major facilities, grading and drainage
- Design drawings for major foundations
- Architectural plans and elevations including color schemes, painting, coating and roofing details
- System descriptions
- Specifications for Equipment as designated in Exhibit GG

EXHIBIT 00 MEETINGS AND PROGRESS REPORTS



TRIMBLE COUNTY PROJECT, UNIT 2

Document No.: 25191-000-G17-
Date Issued:

Meeting Minutes

Meeting Telecom Conference Report

Distribution:	Date, Time & Place:
Subject:	Participants:
Originated By:	Recorded By:

Action Item	Assigned to/Status
-------------	--------------------



TRIMBLE COUNTY PROJECT, UNIT 2

Document No.: 25191-000-G17-
Date Issued:

Meeting Notes

Meeting Telecom Conference Report

Distribution:	Date, Time & Place:
Subject:	Participants:
Originated By:	Recorded By:

Action Item	Assigned to/Status
-------------	--------------------

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 - L. Project Schedule
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EXHIBIT PP
REDACTED

EXHIBIT RR
REDACTED

EXHIBIT SS

COMMON FACILITIES

Unit 1 and Common Facilities which will be provided or modified by Contractor are listed below. Descriptions of the tie-in and interfaces are listed in Exhibit D.

Description	Turnover Schedule		
	Outage Related	In-Service Date	Non-Outage Related
Unit 2 Control Room		X	
Reserve Auxiliary Electrical Supply (6.9kV non-seg bus duct)			X
Anhydrous Ammonia System	X		
Circulating Water Piping	X		
Service Building HVAC System			X
Fuel Oil System			X
Chimney – New Flue and Shell Modification	X		
Auxiliary Steam – Isolation Valves	X		
Auxiliary Steam – Remainder of Cross Tie		X	
Fire Protection – New Cooling Tower Area	X		
Unit 1 Fly Ash Storage	X		
Unit 1 Fly Ash to Waste Bin	X		
Ash Pond Return Water	X		
Ash Pond Water Sluicing Systems	X		
Unit 1 Boiler Building Modifications at Defined Access Levels			X
Service Water/Makeup Line to New Unit 1 Tower	X		
Service Water Line Connection for Unit 2 Users (if existing 8” tee cannot be used)	X		
Cable Support System in Unit 1 and Service Bldg for New Raceway		X	
New Unit 1 Cooling Tower	X		
Unit 1 Cooling Tower Blowdown Line	X		
Dredging and Refurbish Wharf Area	N/A		
Unit 2 Flyash Line to Unit 1 Hydroconveyor		X	
Instrument Air for Unit 1 Flyash Silo	X		

Description	Turnover Schedule		
	Outage Related	In-Service Date	Non-Outage Related
Refurbishment of Service Water Pumps		X	
Hydrogen Supply to Unit 1 – Relocation of Tube Trailer			X
Unit 2 Hydroclone Underflow to WFGD	X		

Note - It is understood that portions of the systems listed above may be divided into subsets of the Common Facilities to facilitate turnover.

EXHIBIT TT
REDACTED

EXHIBIT UU

OWNERSHIP INTERESTS

Louisville Gas and Electric Company	14.25%
Kentucky Utilities Company	60.75%
Indiana Municipal Power Agency	12.88%
Illinois Municipal Electric Agency	12.12%

EXHIBIT VV
REDACTED

EXHIBIT 4

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: Fidelia 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

November 30, 2006

(1) Amount and kinds of stock authorized.

80,000,000 shares of Common Stock, without par value.
5,300,000 shares of Cumulative Preferred 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.

Mortgage indenture dated May 1, 1947, executed by and between the Company and U.S. Bank National Association (the "Trustee") and Richard Prokosch, as trustees and amended by the several indentures supplemental thereto. As of November 30, 2006, the amount of indebtedness secured thereby was \$342,257,520. The indenture does not fix an overall limitation on the aggregate principal amount of bonds of all series that may be issued or outstanding thereunder.

(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.

First Mortgage Bonds authorized and issued by Kentucky Utilities Company at November 30, 2006, secured by a first mortgage lien, subject only to permitted encumbrances, on all or substantially all the permanent fixed properties, other than excluded property, owned by the Company:

Series	Date of Issue	Date of Maturity	Rate of Interest	Principal Amount		Interest Expense Year Ended November 30, 2006
				Authorized	Outstanding at November 30, 2006	
P	05/15/92	05/15/07	7.92%	\$ 53,000,000	\$ 53,000,000	\$ 4,197,600
S	01/15/96	01/15/06	5.99%	36,000,000	-	269,550
Pollution Control Bonds						
10	11/01/94	11/01/24	Variable	54,000,000	54,000,000	1,897,693
11	05/01/00	05/01/23	Variable	12,900,000	12,900,000	450,771
12	02/01/02	02/01/32	Variable	20,930,000	20,930,000	731,420
13	02/01/02	02/01/32	Variable	2,400,000	2,400,000	83,870
14	02/01/02	02/01/32	Variable	7,200,000	2,400,000	83,870
15	02/01/02	02/01/32	Variable	7,400,000	7,400,000	258,601
16	07/01/02	10/01/32	Variable	96,000,000	96,000,000	3,379,507
17	10/01/04	10/01/34	Variable	50,000,000	50,000,000	1,723,917
18	07/07/05	06/01/35	Variable	13,266,950	13,266,950	458,403
19	11/17/05	06/01/35	Variable	13,266,950	13,266,950	454,481
20	07/20/06	06/01/36	Variable	16,693,620	16,693,620	227,270
					342,257,520	14,216,953
Interest rate swap						(394,802)
Long term debt mark to market					539,010	(1,031,283)
Total					<u>\$ 342,796,530</u>	<u>\$ 12,790,868</u>

- (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 November 30, 2006</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.	12/18/03	75,000,000	2.29%	12/19/05	81,104
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	3,819,000
Fidelia Corp.	06/23/06	50,000,000	6.33%	06/23/36	1,389,083
Fidelia Corp.	10/25/06	50,000,000	5.675%	10/25/16	283,750

- (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

2001	30,500,000
2002	-
2003	-
2004	63,000,000
2005	50,000,000

- (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 the previous five fiscal years, 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 the previous five fiscal years, 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 Commission. Our most recent mailing covered financial statements for periods through July 31, 2006. Attached are detailed Statements of Income, Balance sheets and Retained Earnings for the Company for the period ending November 30, 2006.

KENTUCKY UTILITIES COMPANY

The 2005 Form 10-K Annual Report pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 (combined form 10-K, separately filed by Louisville Gas and Electric Company and Kentucky Utilities Company) contains Statements of Income, Balance Sheets, Statements of Retained Earnings, Statements of Cash Flows, Statements of Capitalization, Statements of Other Comprehensive Income, Management's Discussions and Analysis of Financial Condition and Results of Operation, and Notes to Financial Statements, for Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU"). 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 November 30, 2006.

KENTUCKY UTILITIES COMPANY
STATEMENT OF INCOME
NOVEMBER 30, 2006

	YEAR ENDED CURRENT YEAR
	THIS YEAR AMOUNT
Electric Operating Revenues.....	1,227,087,803.80
Rate Refunds.....	-
Total Operating Revenues.....	1,227,087,803.80
Operating Expenses	
Fuel	426,393,454.78
Power Purchased.....	190,396,169.86
Other Operation Expenses.....	178,033,050.38
Maintenance.....	70,927,067.93
Depreciation.....	109,741,568.24
Amortization Expense.....	5,020,060.45
Regulatory Credits.....	(7,528,323.11)
Taxes	
Federal Income.....	60,500,664.56
State Income.....	12,187,147.99
Deferred Federal Income - Net.....	(4,528,399.25)
Deferred State Income - Net.....	(103,207.24)
Federal Income - Estimated.....	5,915,764.68
State Income - Estimated.....	1,119,049.34
Property and Other.....	18,143,518.75
Loss (Gain) from Disposition of Allowances.....	(1,283,929.13)
Accretion Expense.....	1,717,658.99
Total Operating Expenses.....	1,066,651,317.22
Net Operating Income.....	160,436,486.58
Other Income Less Deductions	
Other Income Less Deductions.....	26,290,319.28
AFUDC - Equity.....	309,608.78
Total Other Income Less Deductions.....	26,599,928.06
Income Before Interest Charges.....	187,036,414.64
Interest on Long Term Debt.....	32,858,005.73
Amortization of Debt Expense - Net.....	949,602.29
Other Interest Expenses.....	4,103,385.27
AFUDC - Borrowed Funds.....	(207,890.18)
Total Interest Charges.....	37,703,103.11
Net Inc Before Cumulative Effect of Acctg Chg....	149,333,311.53
Cumulative Effect of Accounting Chg Net of Tax....	3,337,340.49
Net Income.....	145,995,971.04
Preferred Dividend Requirements.....	-
Earnings Available for Common.....	145,995,971.04

KENTUCKY UTILITIES COMPANY
BALANCE SHEET AS OF NOVEMBER 30, 2006

	THIS YEAR	THIS YEAR
ASSETS AND OTHER DEBITS		
Utility Plant		
Utility Plant at Original Cost.....	4,143,992,375.03	
Less Reserves for Depreciation & Amortization.....	<u>1,861,615,290.68</u>	
Total.....	<u>2,282,377,084.35</u>	
Investments - At Cost		
Ohio Valley Electric Corporation.....	250,000.00	
Nonutility Property-Less Reserve.....	969,196.81	
Investments in Subsidiary Companies.....	15,520,776.80	
Special Funds.....	8,100,756.47	
Other.....	<u>426,140.00</u>	
Total.....	<u>25,266,870.08</u>	
Current and Accrued Assets		
Cash.....	5,036,413.20	
Special Deposits.....	7,654,957.70	
Temporary Cash Investments.....	3,490.29	
Accounts Receivable-Less Reserve.....	118,080,730.92	
Notes Receivable from Assoc. Companies.....	-	
Accounts Receivable from Assoc Companies.....	23,546,621.15	
Materials & Supplies-At Average Cost		
Fuel.....	68,945,062.47	
Plant Materials & Operating Supplies.....	26,564,957.73	
Stores Expense.....	5,630,932.22	
Allowance Inventory.....	2,020,836.43	
Prepayments.....	6,488,602.11	
Miscellaneous Current & Accrued Assets.....	<u>2,856,968.42</u>	
Total.....	<u>266,829,572.64</u>	
Deferred Debits and Other		
Unamortized Debt Expense.....	5,499,273.80	
Unamortized Loss on Bonds.....	10,380,943.03	
Accumulated Deferred Income Taxes.....	54,390,522.51	
Deferred Regulatory Assets.....	51,547,854.85	
Other Deferred Debits.....	<u>72,263,259.78</u>	
Total.....	<u>194,081,853.97</u>	
Total Assets and Other Debits.....	<u>2,768,555,381.04</u>	
LIABILITIES AND OTHER CREDITS		
Capitalization		
Common Stock.....	308,139,977.56	
Common Stock Expense.....	<u>(321,288.87)</u>	
Paid-In Capital.....	15,000,000.00	
Other Comprehensive Income.....	(19,336,790.74)	
Retained Earnings.....	836,768,647.10	
Unappropriated Undistributed Subsidiary Earnings.....	<u>14,224,976.80</u>	
Total Common Equity.....	<u>1,154,475,521.85</u>	
Preferred Stock.....	-	
First Mortgage Bonds.....	289,257,520.00	
Other Long-Term Debt.....	-	
L,T Notes Payable to Associated Companies.....	483,000,000.00	
Long-Term Debt Marked to Market.....	<u>539,010.00</u>	
Total Long-Term Debt.....	<u>772,796,530.00</u>	
Total Capitalization.....	<u>1,927,272,051.85</u>	
Current and Accrued Liabilities		
Advances from Associated Companies.....	-	
Long-Term Debt Due in 1 Year.....	53,000,000.00	
Notes Payable.....	65,186,054.00	
Notes Payable to Associated Companies.....	75,749,025.88	
Accounts Payable.....	67,751,556.65	
Accounts Payable to Associated Companies.....	18,603,266.79	
Customer Deposits.....	26,776,332.04	
Taxes Accrued.....	8,163,536.56	
Interest Accrued.....	-	
Dividends Declared.....	10,364,737.63	
Misc. Current & Accrued Liabilities.....	<u>325,594,509.55</u>	
Total.....	<u>334,100,655.86</u>	
Deferred Credits and Other		
Accumulated Deferred Income Taxes.....	1,113,931.32	
Investment Tax Credit.....	28,936,525.46	
Regulatory Liabilities.....	1,712,601.98	
Customer Advances for Construction.....	28,335,571.54	
Asset Retirement Obligations.....	25,163,515.70	
Other Deferred Credits.....	32,077,956.49	
Misc. Long-Term Liabilities.....	<u>64,248,061.29</u>	
Accum Provision for Post-Retirement Benefits.....	515,688,819.64	
Total.....	<u>2,768,555,381.04</u>	
Total Liabilities and Other Credits.....	<u>2,768,555,381.04</u>	

KENTUCKY UTILITIES COMPANY
ANALYSIS OF RETAINED EARNINGS
NOVEMBER 30, 2006

	Year Ended Current Month
	Total
Retained Earnings and Undistributed Earnings	Retained Earnings
Balance Beginning of Period.....	690,896,544.77
Net Income To Date.....	145,995,971.04
Adjust for Equity in Subsidiary Earnings for Year	
-EE Inc.....	(27,639,130.80)
Dividends Rec'd Current Year	
-EE Inc.....	27,500,000.00
Preferred Stock Dividends.....	-
Common Stock Dividends.....	-
Preferred Stock Redemption Exp.	15,262.09
Balance End of Period.....	836,768,647.10

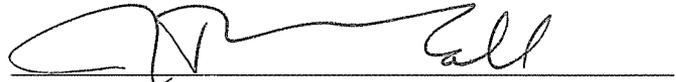
KENTUCKY UTILITIES COMPANY

The Applicant's Indenture of Mortgage or Deed of Trust dated May 1, 1947, as heretofore amended, securing Applicant's outstanding First Mortgage Bonds has heretofore been filed with the Commission. The most recent Supplemental Indenture, dated November 1, 2006, is on file with the Commission in Case No. 2006-00414 (In the Matter of: Application of Kentucky Utilities Company for an Order Authorizing the Issue of Securities and the Assumption of Obligations).

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 are resolutions of the Board of Directors of the Company adopted by unanimous written consent in lieu of a meeting dated January 11, 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 18th day of January 2007.

A handwritten signature in black ink, appearing to read "John R. McCall", is written over a horizontal line.

John R. McCall
Corporate Secretary

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

January 11, 2007

APPROVAL OF INTERCOMPANY LOAN FACILITIES

WHEREAS, the Company desires to enter into new intercompany long-term loan arrangements with Fidelia Corporation or other affiliates of E.ON AG (collectively, "Fidelia"), in the amount of up to \$295 million during 2007 (the "Intercompany Loans"), and

WHEREAS, the Intercompany Loans will enable the Company to borrow funds for approved flue gas desulfurization projects, Trimble County Unit 2 and pension contribution 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.