

**AGREEMENT BETWEEN  
WINSTREAM COMMUNICATIONS INC., AND  
THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT,  
LEXINGTON-FAYETTE COUNTY, KENTUCKY**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY, an urban county government pursuant to KRS Chapter 67A (hereinafter referred to as “LFUCG”) and the WINDSTREAM COMMUNICATIONS, INC., (hereinafter referred to as “WINDSTREAM”), collectively referred to as the “PARTIES.”

RECITALS:

**WHEREAS**, WINDSTREAM may construct, replace and maintain facilities within the LFUCG right-of-way in accordance with the LFUCG Code of Ordinances, Section 17C; and

**WHEREAS**, LFUCG owns and maintains that portion of the right-of-way identified as Manchester Street, between W. High Street and Oliver Lewis Way, located in Lexington, Kentucky; and

**WHEREAS**, WINDSTREAM has constructed, replaced and maintained their infrastructure in various locations along Manchester Street within the LFUCG right-of-way, in Lexington, Kentucky; and

**WHEREAS**, LFUCG has a construction project named "Town Branch Park Public Access Improvements" with construction plans by the same title, hereinafter referred to as "Park Access Project" that requires relocation of a portion of the WINDSTREAM’S infrastructure on Manchester Street: specifically cables suspended on utility poles; and

**WHEREAS**, the cost to relocate infrastructure within the right-of-way is borne by WINDSTREAM, if such infrastructure is relocated in kind; and

**WHEREAS**, LFUCG desires the relocated cables to be buried underground in lieu of suspending cables from utility poles; and

**WHEREAS**, the cost to bury cables is greater than the cost to suspend cables from utility poles;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the PARTIES hereby agree as follows:

(1) **INCORPORATION OF RECITALS.** The above recitals are incorporated herein as if fully set forth.

(2) **EXECUTION OF UTILITY RELOCATION.** WINDSTREAM agrees, upon receipt of a Notice to Proceed issued by LFUCG, to relocate and underground their facilities in accordance with the plans titled “Town Branch Park Public Access Improvements”, with color-coded and keyed notations by WINDSTREAM, attached hereto and incorporated herein as **Exhibit A**, by October 31, 2023.

(3) **REIMBURSEMENT OF ADDITIONAL COST BY LFUCG.** Within thirty days after successful completion of relocation and undergrounding of facilities by WINDSTREAM, LFUCG shall reimburse WINDSTREAM the total of **TWENTY THOUSAND NINE HUNDRED NINETY DOLLARS AND EIGHTY-FIVE CENTS (\$20,990.85)**, as shown by the proposal prepared by WINDSTREAM, dated July 5, 2023, and attached hereto and incorporated herein as **Exhibit B**. LFUCG shall not be responsible for any additional cost borne by WINDSTREAM in the relocation or undergrounding of its facilities required herein.

(4) **NOTICE.** Any notice or consent authorized or required by this Agreement shall be in writing and either delivered personally or sent postage prepaid by certified mail or registered

mail, return receipt requested, directed to the other party at the address set forth in this Section 4 or such other parties or addressees as may be designated by either WINDSTREAM or LFUCG by notice given from time to time in accordance with this section:

LFUCG:	WINDSTREAM COMMUNICATIONS, INC.
Lexington Fayette Urban County Government	
Attention: _____	Attention:
Mark Feibes	Steve Johnson
101 E. Vine St, 4th Floor	932 Citation Blvd
Lexington, KY 40507	Lexington, KY 40511

Any notice or consent given in accordance with this Section 4 shall be deemed received upon delivery in person or three days after depositing it in an office of the United States Postal Service or any successor governmental agency.

(5) **ASSIGNMENT.** The PARTIES shall not transfer or assign all or any part of their rights or obligations hereunder without the express written consent of the other party. No assignment shall relieve, release or discharge the assigning party of its obligations, except as provided therein.

(6) **NO LEGAL ENTITY CREATED.** The PARTIES acknowledge that this Agreement does not create a legal entity, partnership, joint venture or any association taxable as a corporation.

(7) **COMPLIANCE WITH LAWS.** The PARTIES shall comply with all applicable laws in the performance of their activities under this Agreement. In addition, all rights and obligations of the PARTIES under this Agreement shall be subject to all applicable laws, rules,

regulations, applicable orders and decrees of any court having jurisdiction over the party in question, and nothing in this Agreement shall be construed to require either party to take any action which would cause such party to violate such laws, rules, regulations, applicable orders or decrees or to violate any contract or agreement to which such party is party.

(8) **INDEMNIFICATION.**

a. At all times relevant to the performance of this Agreement, WINDSTREAM shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable); Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. WINDSTREAM shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by WINDSTREAM's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of

WINDSTREAM or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. WINDSTREAM understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at WINDSTREAM's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. WINDSTREAM further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of WINDSTREAM and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. WINDSTREAM understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the WINDSTREAM in any manner.

**(9) REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.**

WINDSTREAM shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that WINDSTREAM has timely filed federal, state, or local tax forms which shall be provided by

WINDSTREAM on a timely basis. The person signing this Agreement on behalf of WINDSTREAM is fully authorized to do so. Neither the execution of this Agreement, nor the consummation of any transaction contemplated herein, violates any laws, rules, regulations or ordinances.

(10) **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** WINDSTREAM shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. WINDSTREAM agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

(11) **BENEFIT.** This Agreement shall inure to the benefit of the PARTIES hereto, their respective legal representatives, successors and assigns. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either WINDSTREAM or LFUCG.

(12) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(13) **AMENDMENT.** This Agreement may be amended only by written agreement signed by both LFUCG and WINDSTREAM.

(14) **HEADINGS.** The section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Agreement.

(15) **VENUE/JURISDICTION.** The PARTIES agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Lexington Division.

(16) **WAIVER.** The waiver by either PARTY of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

(17) **NO PRESUMPTION.** WINDSTREAM and LFUCG are each represented by counsel and have participated jointly in the negotiation and drafting of this Agreement. In the event that any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by WINDSTREAM and LFUCG, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(18) **DUPLICATES.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a “.pdf” format data file, such signature shall create a valid and binding obligation of such Party with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

(19) **TERM AND TERMINATION.** Except for the requirements in Section 8, Agreement shall expire upon the date upon which LFUCG has reimbursed WINDSTREAM as provided in Section 3.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**BY:** \_\_\_\_\_  
**LINDA GORTON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Urban County Council**

**WINDSTREAM COMMUNICATIONS, INC.**

**BY:** Scott Rutledge \_\_\_\_\_  
Staff Manager \_\_\_\_\_

**ATTEST:**

Amanda Jane Iddings  
**WITNESS:** Amanda Jane Iddings

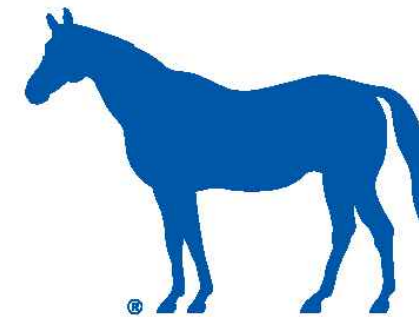
**DATE:** 07/24/23



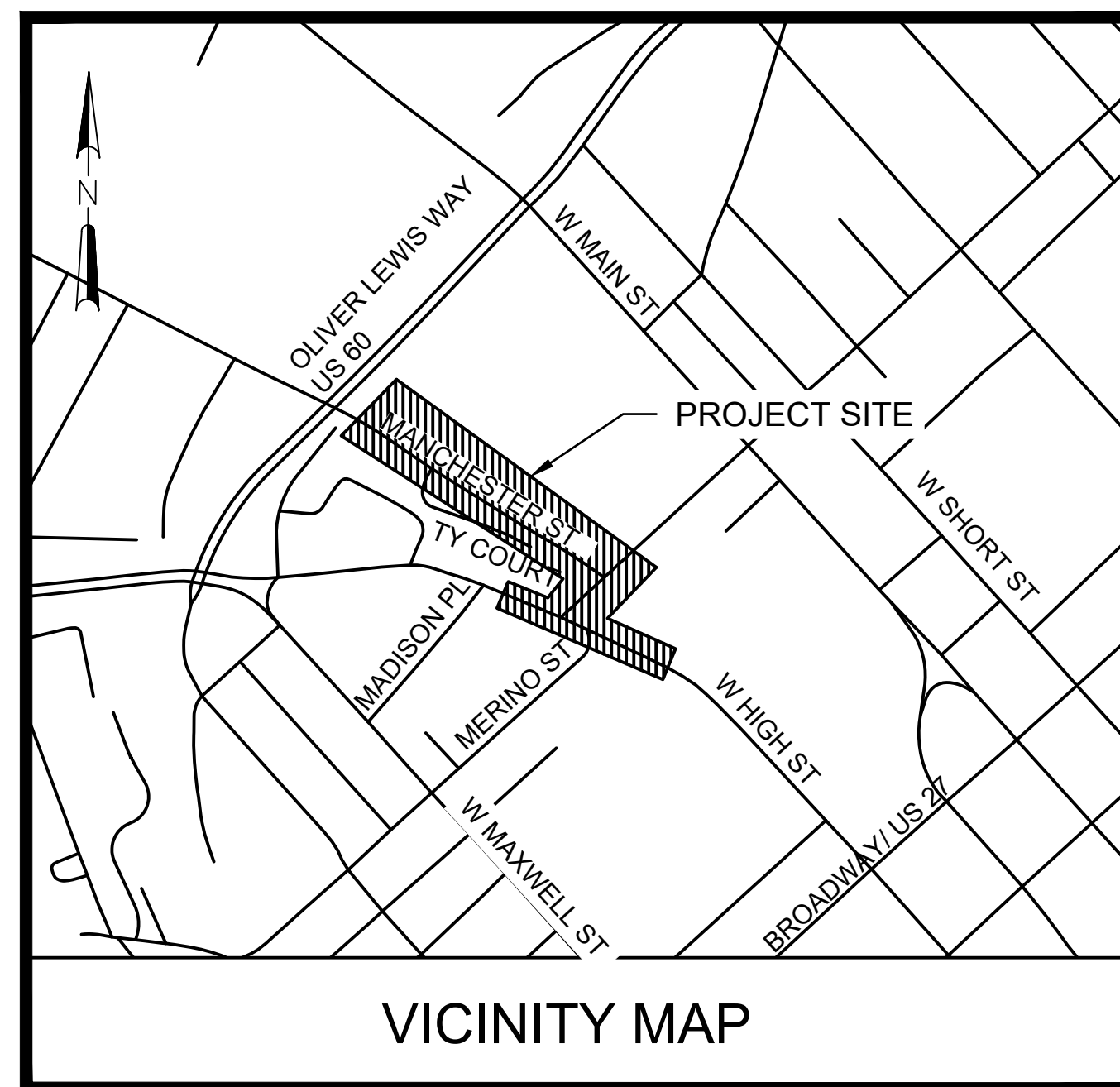
# TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS

## FOR LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KENTUCKY

Exhibit A  
Drawing Sheets:  
R10, R11, R15, R16, R18



# LEXINGTON



SHEET INDEX	
SHEET NUMBER	SHEET NAME
R1	COVER
R2A-R2B	SUMMARY OF QUANTITIES
R2C	GENERAL NOTES AND LEGEND
R3-R5	TYPICAL SECTIONS
R6-R9	DEMOLITION
R10-R15	ROADWAY PLAN AND PROFILE
R16-R19	DRAINAGE AND SANITARY PLAN AND PROFILE
R20	COORDINATE CONTROL
R21-R24	GRADING
R25A-R25B	LIGHTING AND ELECTRICAL
R26	UTILITY COORDINATION
R27-R30	MAINTENANCE OF TRAFFIC
R31-R36	STANDARD DRAWINGS
S1A-S7A	STRUCTURAL
L1.00-L6.40	LANDSCAPE DRAWINGS
T1-T5	STRIPING AND SIGNAGE
X1-X42	CROSS SECTIONS

### WINDSTREAM LEGEND

- AERIAL REMOVE
- BURIED REMOVE
- BURIED PROPOSED
- AERIAL EXISTING
- BURIED EXISTING

**BEFORE YOU DIG**

↓

THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CALL IS TO BE PLACED A MINIMUM OF TWO (2) AND NO MORE THAN TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF UNDERGROUND UTILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE KY 811 ONE-CALL BEFORE-U-DIG (BUD) SERVICE. THE CONTRACTOR MUST COORDINATE EXCAVATION WITH THE UTILITY OWNERS, INCLUDING THOSE WHOM DO NOT SUBSCRIBE TO KY 811. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE AREA.

651 PERIMETER DR, SUITE 220  
LEXINGTON, KY 40517  
859 225-8500  
859 225-8501 FAX  
WWW.STRAND.COM

ISSUED FOR BID - 05/19/23



SHEET  
R1



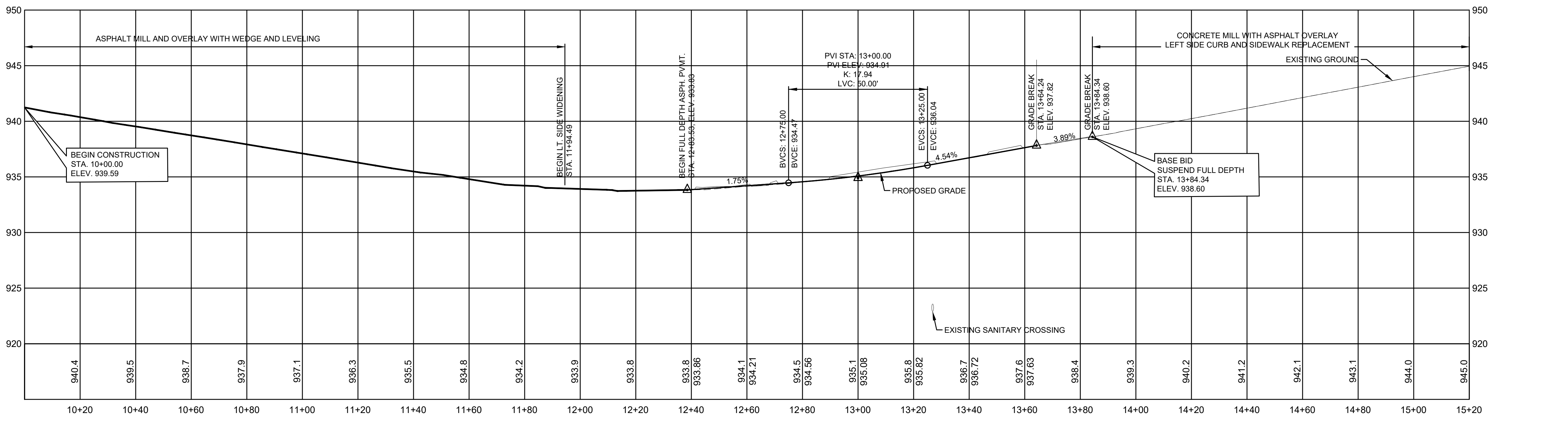
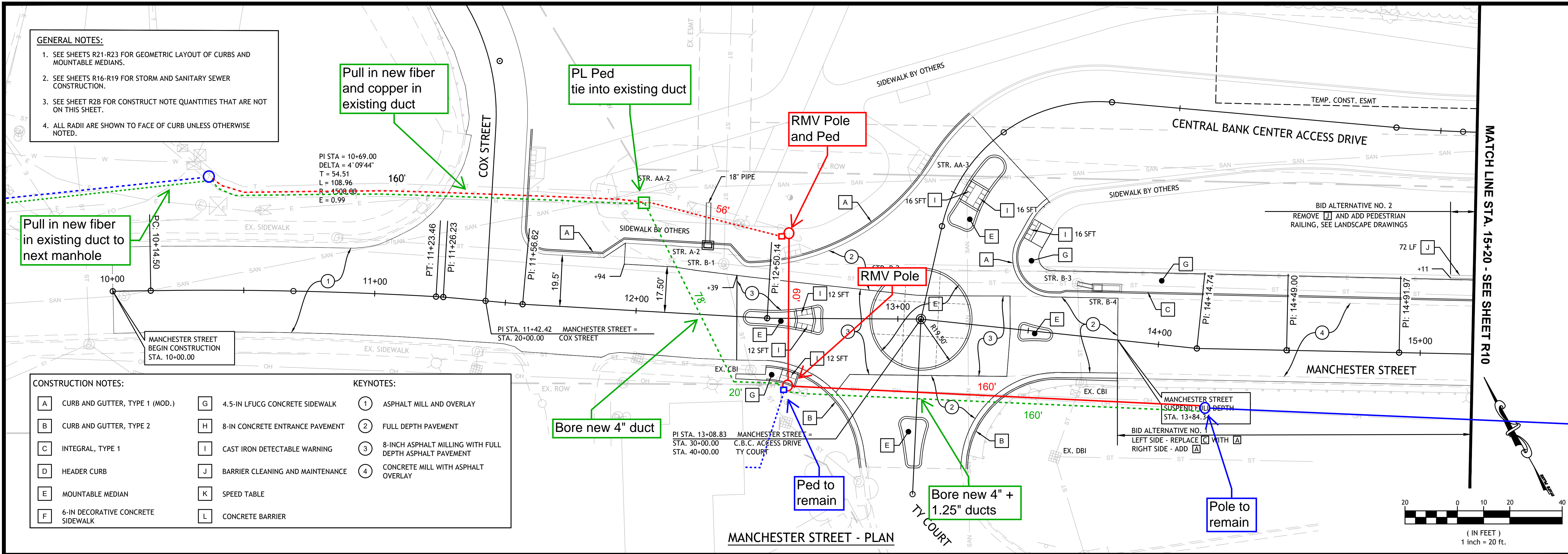
NO.	REVISIONS	DATE:

**MANCHESTER STREET - BEGIN TO STA 15+20**  
**PLAN AND PROFILE**  
 TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 LEXINGTON, KENTUCKY

**JOB NO.**  
 3357.001  
**PROJECT MGR.**  
 CKW



**SHEET**  
**R10**

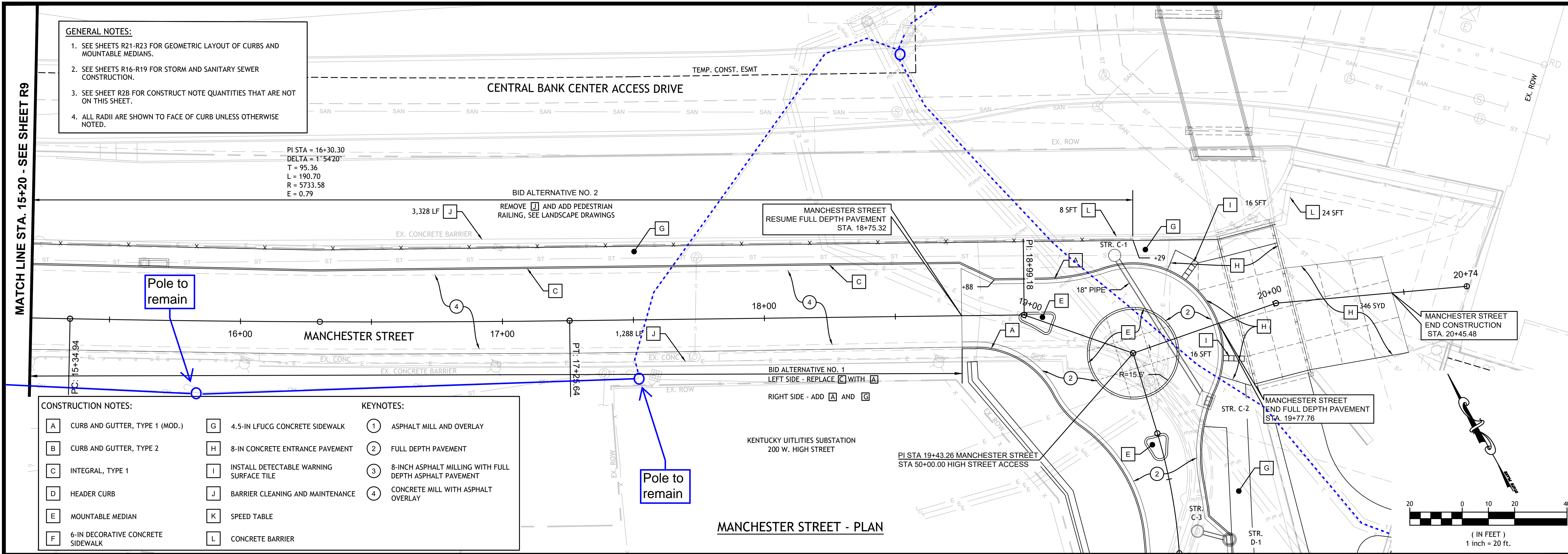




**GENERAL NOTES:**

- SEE SHEETS R21-R23 FOR GEOMETRIC LAYOUT OF CURBS AND MOUNTABLE MEDIANS.
- SEE SHEETS R16-R19 FOR STORM AND SANITARY SEWER CONSTRUCTION.
- SEE SHEET R2B FOR CONSTRUCT NOTE QUANTITIES THAT ARE NOT ON THIS SHEET.
- ALL RADII ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED.

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 DELTA = 1°54'20"  
 T = 95.36  
 L = 190.70  
 R = 5733.58  
 E = 0.79

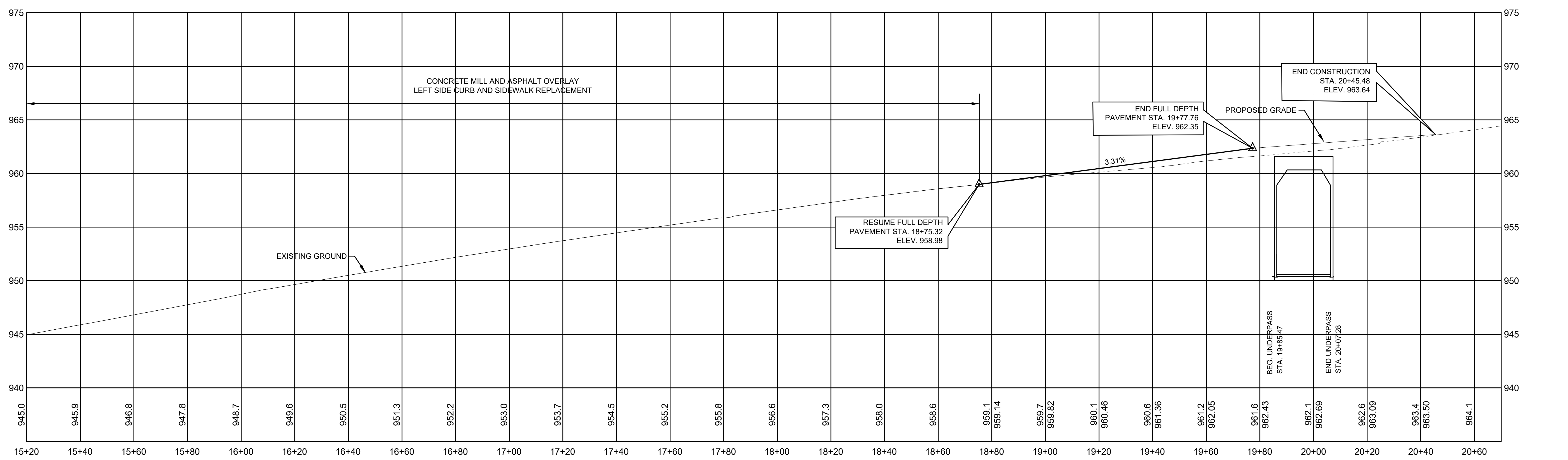


**CONSTRUCTION NOTES:**

<b>A</b> CURB AND GUTTER, TYPE 1 (MOD.)	<b>G</b> 4.5-IN LFUGG CONCRETE SIDEWALK	<b>1</b> ASPHALT MILL AND OVERLAY
<b>B</b> CURB AND GUTTER, TYPE 2	<b>H</b> 8-IN CONCRETE ENTRANCE PAVEMENT	<b>2</b> FULL DEPTH PAVEMENT
<b>C</b> INTEGRAL, TYPE 1	<b>I</b> INSTALL DETECTABLE WARNING SURFACE TILE	<b>3</b> 8-INCH ASPHALT MILLING WITH FULL DEPTH ASPHALT PAVEMENT
<b>D</b> HEADER CURB	<b>J</b> BARRIER CLEANING AND MAINTENANCE	<b>4</b> CONCRETE MILL WITH ASPHALT OVERLAY
<b>E</b> MOUNTABLE MEDIAN	<b>K</b> SPEED TABLE	
<b>F</b> 6-IN DECORATIVE CONCRETE SIDEWALK	<b>L</b> CONCRETE BARRIER	

**KEYNOTES:**

<b>1</b> ASPHALT MILL AND OVERLAY
<b>2</b> FULL DEPTH PAVEMENT
<b>3</b> 8-INCH ASPHALT MILLING WITH FULL DEPTH ASPHALT PAVEMENT
<b>4</b> CONCRETE MILL WITH ASPHALT OVERLAY



NO.	REVISIONS	DATE:

**MANCHESTER STREET - STA 15+20 TO END  
 PLAN AND PROFILE**

TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 LEXINGTON, KENTUCKY

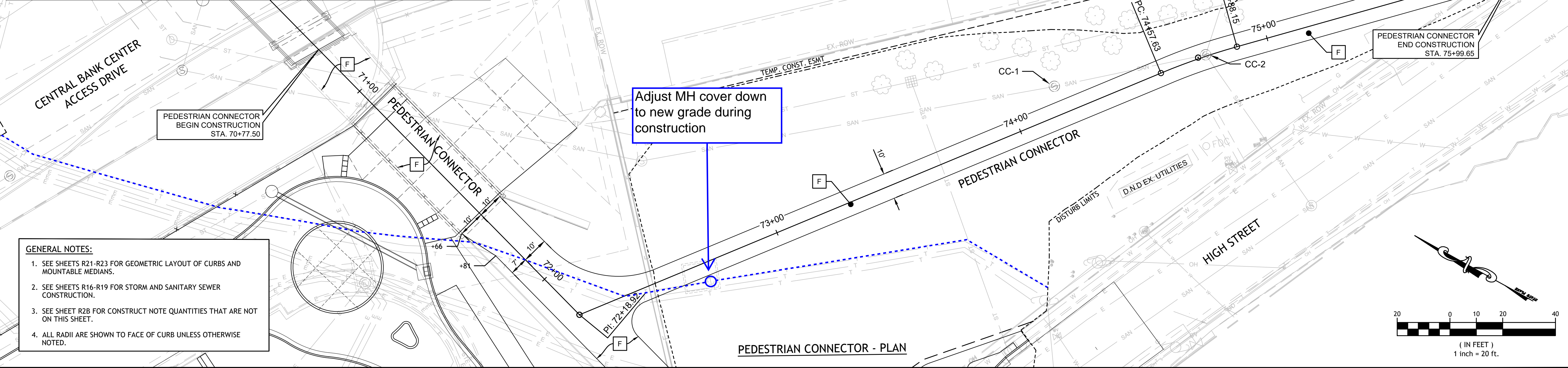
**JOB NO.**  
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**PROJECT MGR.**  
 CKW



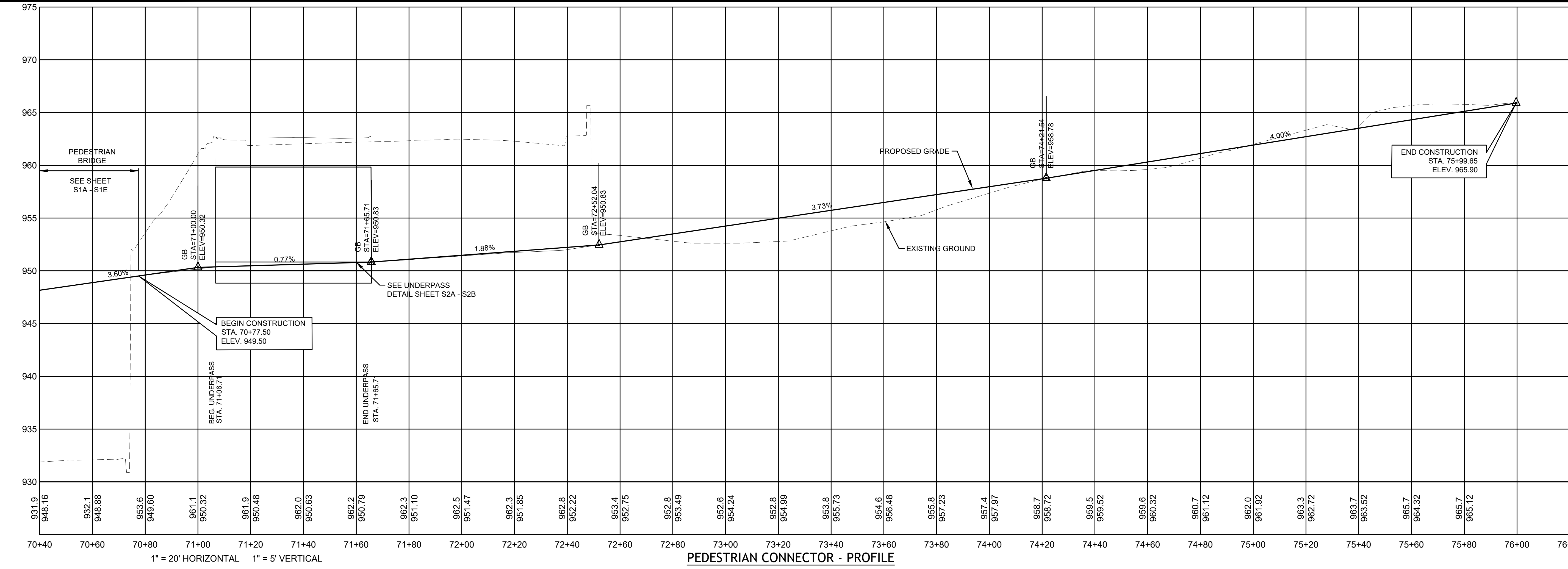
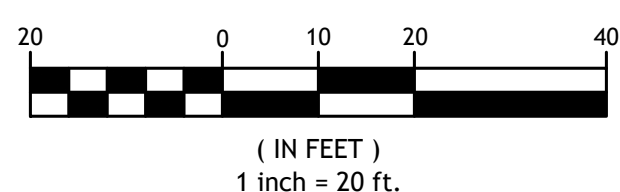
**SHEET**  
 R11

- CONSTRUCTION NOTES:**
- A CURB AND GUTTER, TYPE 1 (MOD.)
  - B CURB AND GUTTER, TYPE 2
  - C INTEGRAL, TYPE 1
  - D HEADER CURB
  - E MOUNTABLE MEDIAN
  - F 6-IN DECORATIVE CONCRETE SIDEWALK
  - G 4.5-IN LFUGG CONCRETE SIDEWALK
  - H 8-IN CONCRETE ENTRANCE PAVEMENT
  - I INSTALL DETECTABLE WARNING SURFACE TILE
  - J BARRIER CLEANING AND MAINTENANCE
  - K SPEED TABLE
  - L CONCRETE BARRIER
- KEYNOTES:**
- 1 ASPHALT MILL AND OVERLAY
  - 2 FULL DEPTH PAVEMENT
  - 3 8-INCH ASPHALT MILLING WITH FULL DEPTH ASPHALT PAVEMENT
  - 4 CONCRETE MILL WITH ASPHALT OVERLAY

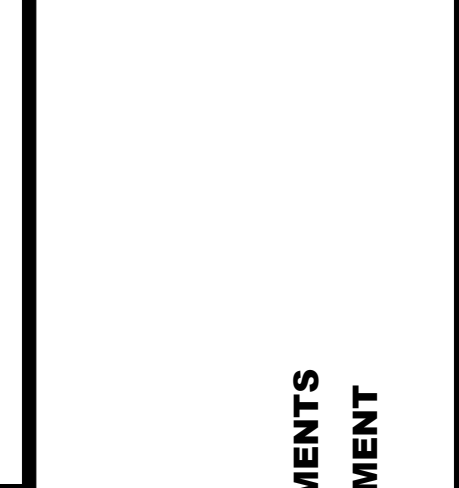


- GENERAL NOTES:**
- SEE SHEETS R21-R23 FOR GEOMETRIC LAYOUT OF CURBS AND MOUNTABLE MEDIANS.
  - SEE SHEETS R16-R19 FOR STORM AND SANITARY SEWER CONSTRUCTION.
  - SEE SHEET R2B FOR CONSTRUCT NOTE QUANTITIES THAT ARE NOT ON THIS SHEET.
  - ALL RADII ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED.

PI STA = 54+64.36  
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 L = 26.37  
 R = 195.00  
 E = 0.45



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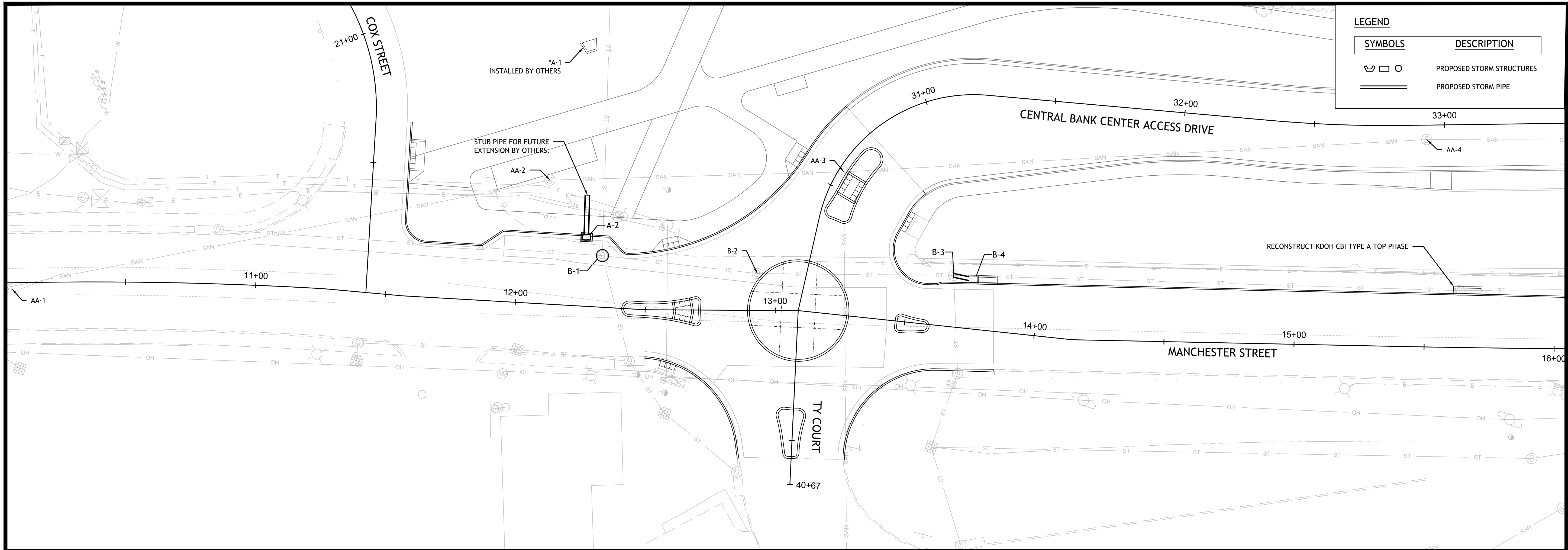


**PEDESTRIAN CONNECTOR  
 PLAN AND PROFILE**  
 TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 LEXINGTON, KENTUCKY

**JOB NO.**  
 3357.001  
**PROJECT MGR.**  
 CKW



**SHEET  
 R15**



LEGEND	
SYMBOLS	DESCRIPTION
	PROPOSED STORM STRUCTURES
	PROPOSED STORM PIPE



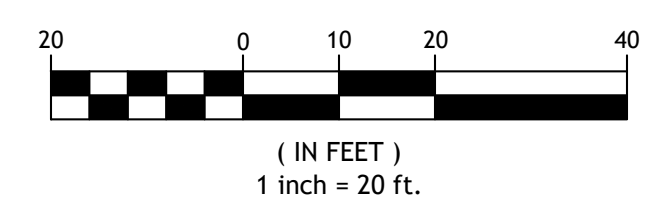
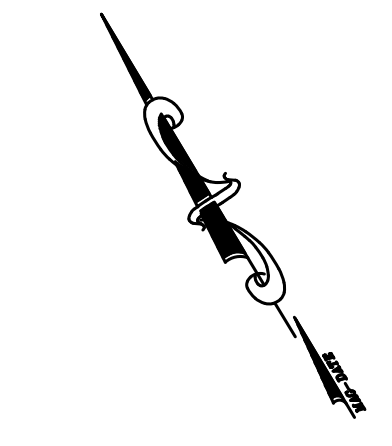
NO.	REVISIONS	DATE:

STORM STRUCTURE TABLE					
NAME	TYPE	CASTING	ALIGNMENT	STATION	OFFSET
* A-1	HEADWALL	-	MS	12+23.66	98.30' LT
A-2	CBI TYPE "D"	STANDARD	MS	12+25.79	27.00' LT
B-1	MODIFIED STRUCTURE TYPE 1	STANDARD	MS	12+32.41	19.81' LT
B-2	ADJUST MANHOLE TO GRADE	EXISTING	MS	12+93.05	14.15' LT
B-3	ADJUST MANHOLE TO GRADE	EXISTING	MS	13+66.80	19.79' LT
B-4	KDOH CBI TYPE "A" 4-2	STANDARD	MS	13+74.80	17.28' LT

SANITARY STRUCTURE TABLE					
NAME	TYPE	CASTING	ALIGNMENT	STATION	OFFSET
AA-1	EX. SANITARY MANHOLE	EXISTING	MS	10+04.35	1.74' RT
AA-2	RECONSTRUCT SANITARY MANHOLE TOP	REPLACE	MS	12+10.61	47.61' RT
AA-3	RECONSTRUCT SANITARY MANHOLE TOP	REPLACE	CBC	30+56.89	1.97' RT
AA-4	ADJUST MANHOLE TO GRADE BY OTHERS	EXISTING	CBC	32+93.03	5.55' RT

MS=MANCHESTER STREET  
MSE=MANCHESTER STREET EXTENSION  
HS=HIGH STREET  
CBC=CENTRAL BANK CENTER ACCESS

\*DENOTES PARTIAL OR COMPLETE SCOPE OF WORK TO BE COMPLETED BY OTHERS OR INCLUDED IN THE TOWN BRANCH PARK CONTRACT.



- GENERAL NOTES**
- KNOWN UTILITY LOCATIONS SHOWN ARE APPROXIMATE, CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF UTILITY CROSSINGS BEFORE ORDERING MATERIALS.
  - DETAILED DESIGN AND CONSTRUCTION OF ALL PRECAST STRUCTURES IS THE RESPONSIBILITY OF THE CONTRACTOR. STANDARDS SHALL BE FOLLOWED FOR CONSTRUCTION OF ALL PRECAST STRUCTURES. IF PLAN CONFIGURATIONS PREVENT ADHERENCE TO THESE STANDARDS, THE CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO CONSTRUCTION OF THE STRUCTURE FOR DESIGN REVISIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, PROVISION FOR GRADE RINGS TO ADJUST MANHOLE LIDS, MINIMUM ALLOWABLE DISTANCES BETWEEN OR ABOVE PIPES, AND THE DISTANCE BETWEEN BOTTOM SLABS AND PIPE INVERTS.
  - STATION AND OFFSETS FOR MANHOLES SHOWN ARE TO THE CENTER OF THE STRUCTURE. STATION AND OFFSETS FOR CURB BOX INLETS AND MANHOLES WITH CURB BOX INLET FRAMES ARE TO THE FLOW LINE ALONG THE CENTER OF THE STRUCTURE.

**DRAINAGE AND SANITARY PLAN VIEW**  
**TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**LEXINGTON, KENTUCKY**

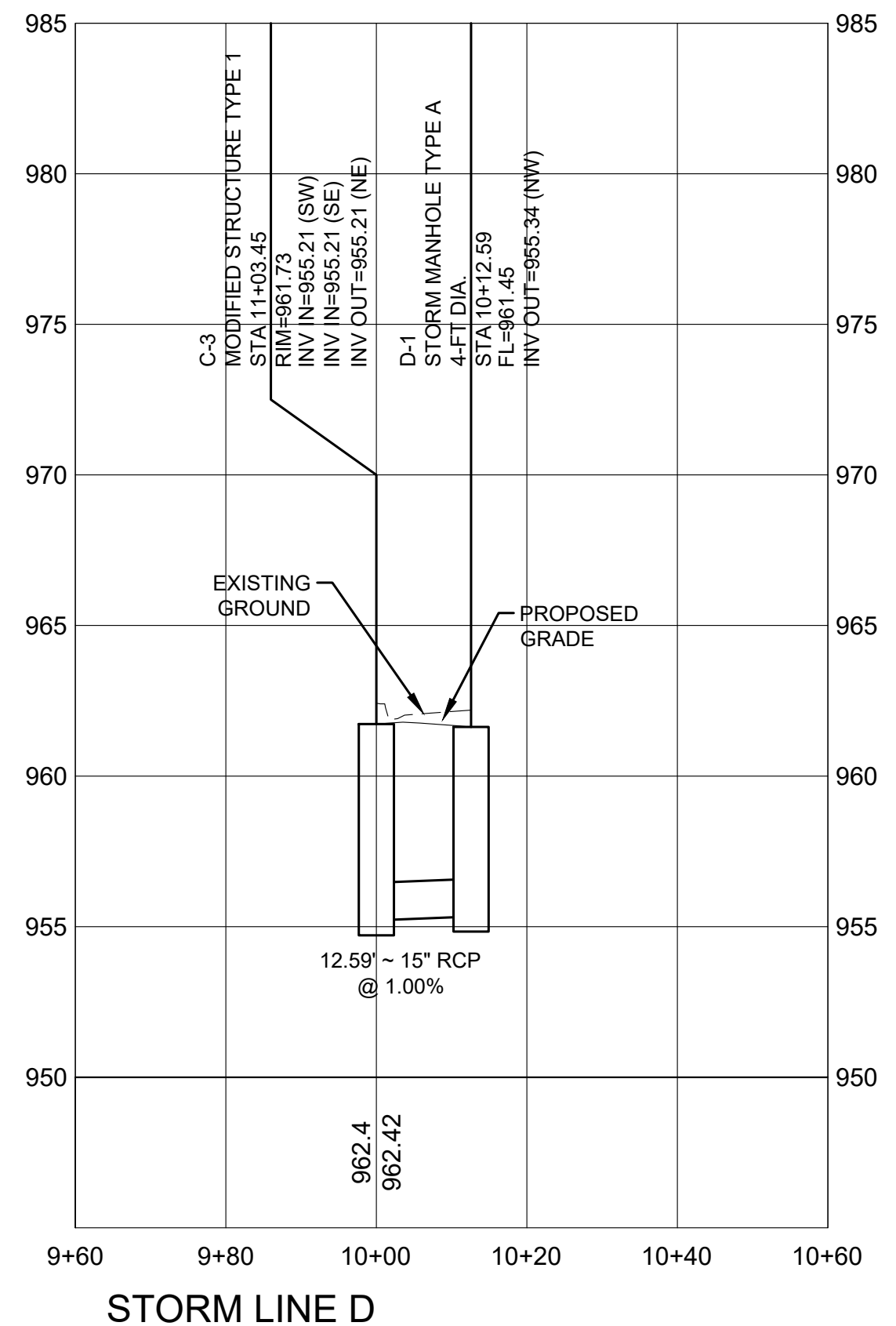
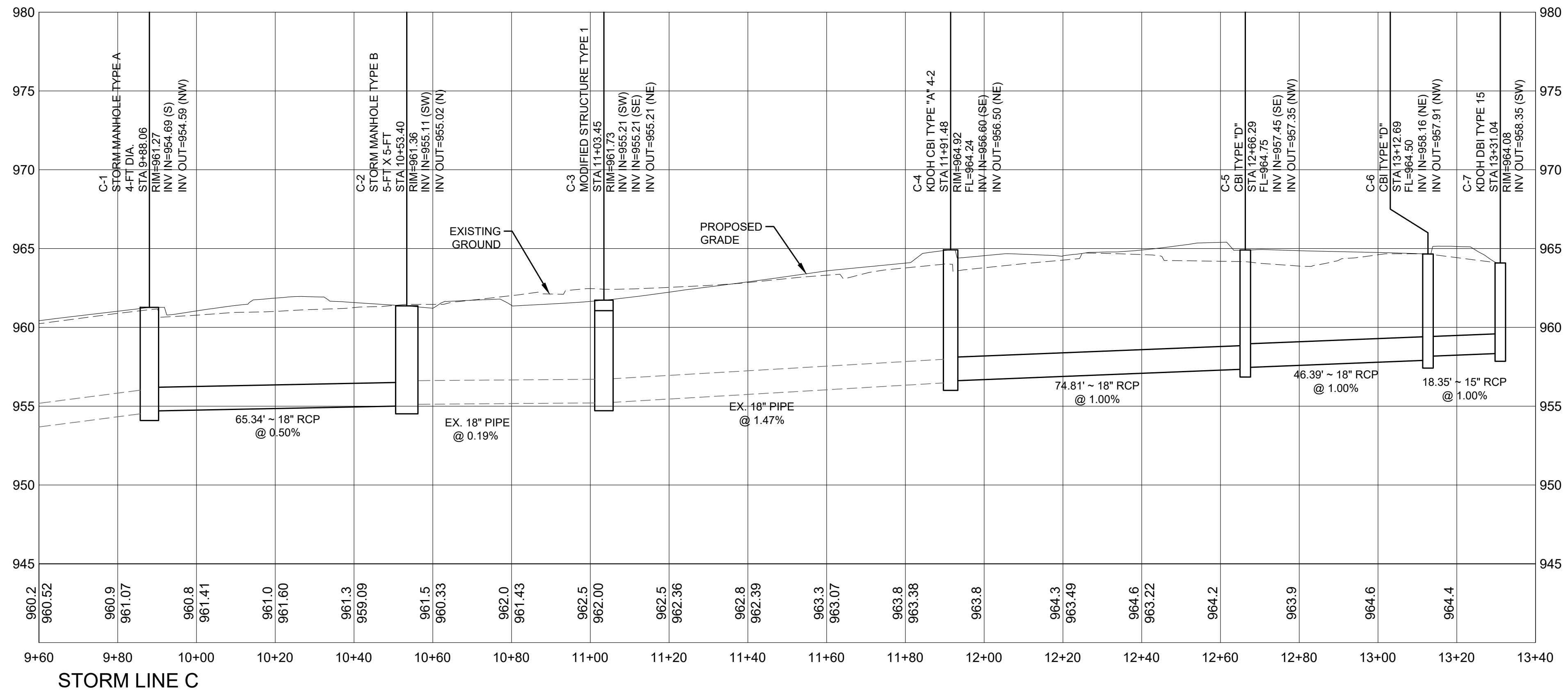
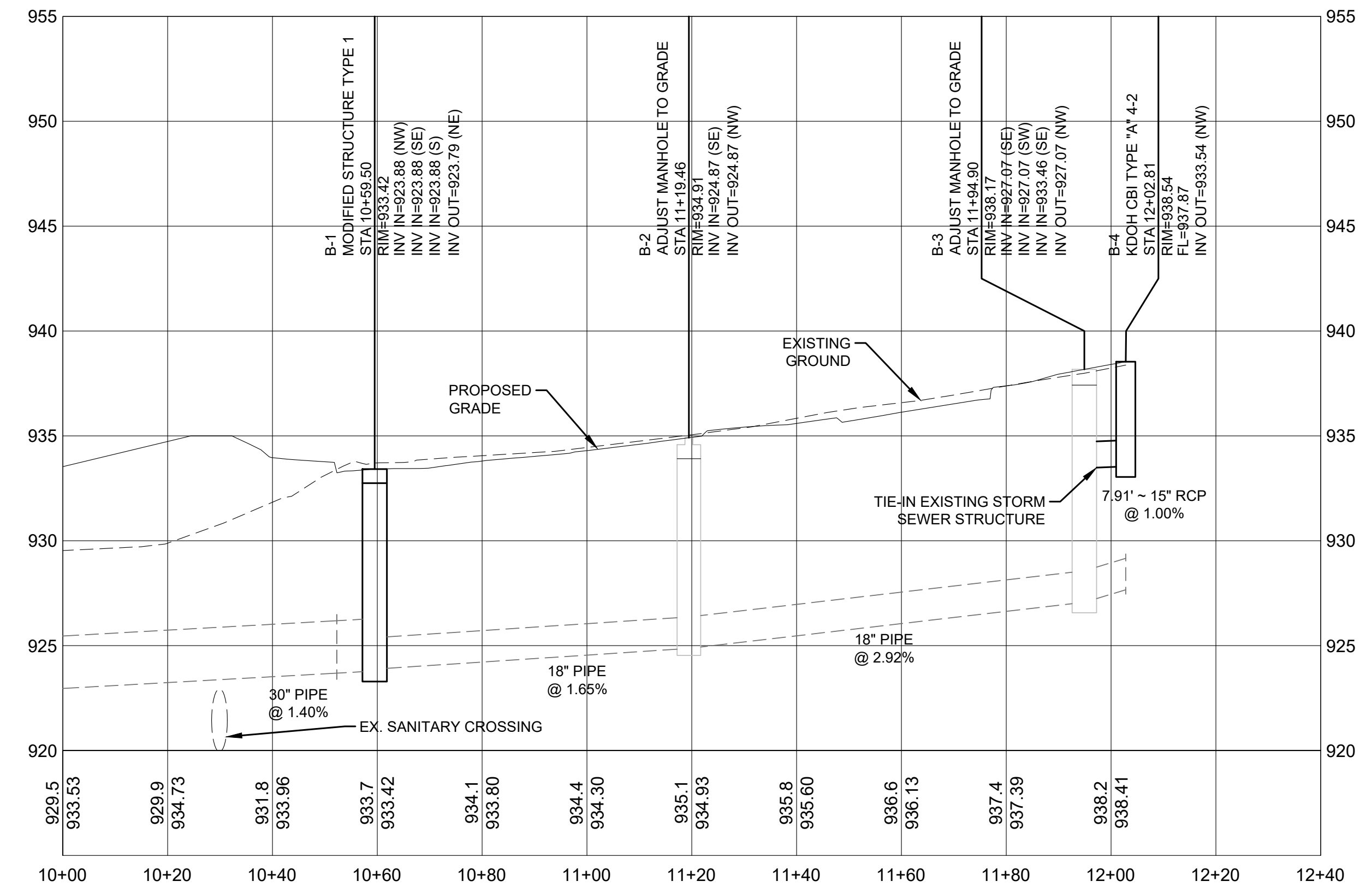
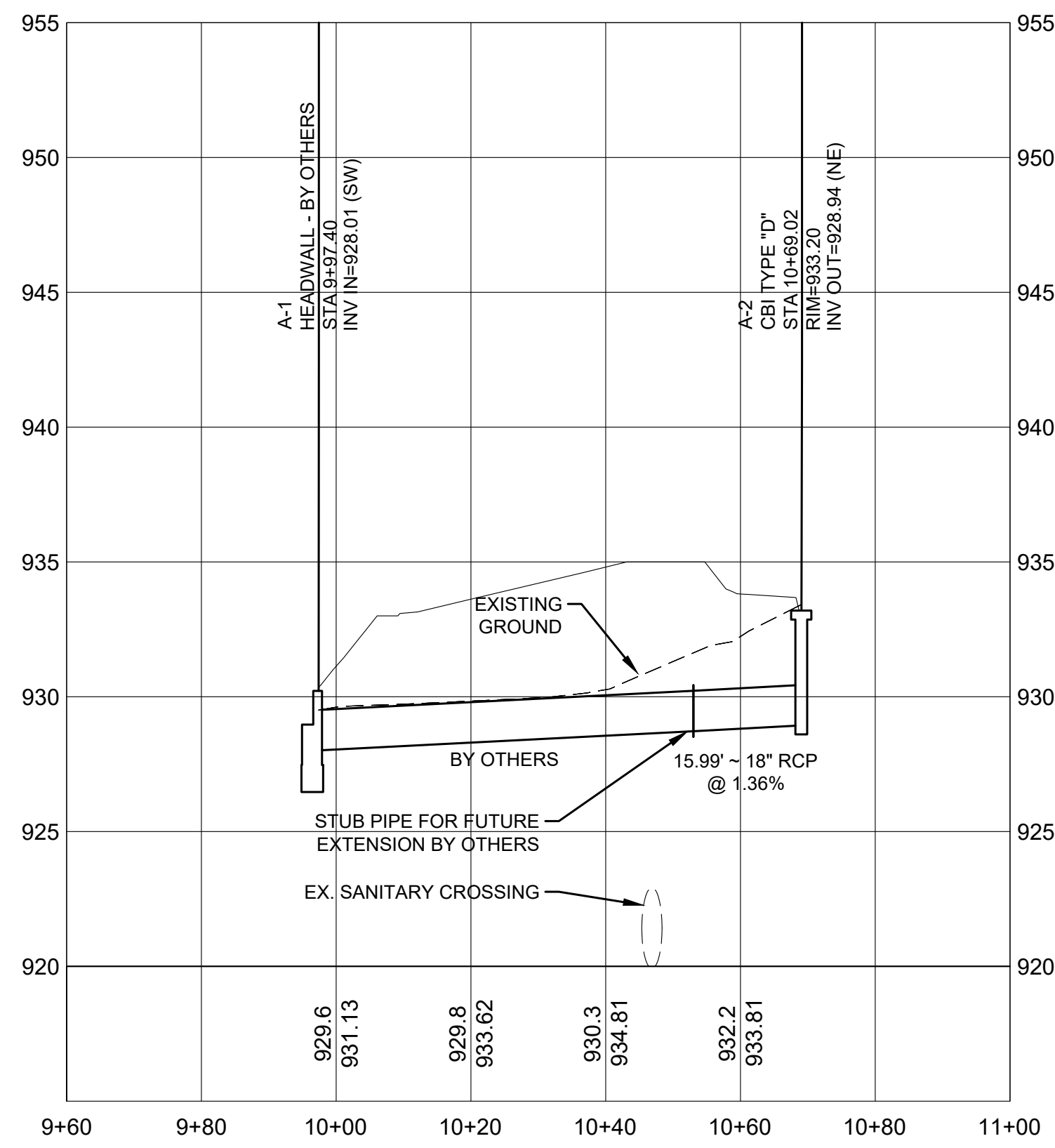
**JOB NO.**  
3357.001  
**PROJECT MGR.**  
CKW



**SHEET**  
**R16**



NO.	REVISIONS	DATE:



**ROADWAY DRAINAGE PROFILE VIEW**  
 TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 LEXINGTON, KENTUCKY

**JOB NO.**  
3357.001  
**PROJECT MGR.**  
CKW



**SHEET**  
R18

**NOTE:**  
1. REFER TO THE L SERIES DRAWINGS FOR ADDITIONAL LOCAL DRAINAGE SYSTEM CONNECTION.



## WINDSTREAM

932 Citation Blvd  
Lexington, KY 40511  
859/357-6209

July 13, 2023

Mr. Mark Feibes  
LFUCG Division of Engineering  
101 East Vine St., Suite 400  
Lexington, KY 40507

Re: Town Branch Park Access

Dear Mr. Feibes:

The purpose of this letter is to summarize the cost participation between Windstream Communications and LFUCG for the subject project. The relocation is for copper and fiber optic cables being requested to place underground at the new Town Branch Park entrance at Ty Ct and Manchester St.

Above Ground Aerial Relocation (Windstream's expense pole in conflict) = \$42,133.06  
Partial Underground Relocation (Shared expense city request to underground) = \$63,123.91  
Billable Cost Difference = \$20,990.85

We would like to obtain an agreement between the LFUCG and Kentucky Windstream for reimbursement purposes. Windstream requests a lump sum reimbursement equaling difference of aerial to underground (\$20,990.85) of the cost to replace Windstream facilities.

Additionally, we feel that it will take a minimum of 4 weeks to complete our relocations. If there are any questions or concerns, please contact me at (859) 357-6209 or by email at [steve.johnson@windstream.com](mailto:steve.johnson@windstream.com).

Sincerely,

*Stephen Johnson*

Steve Johnson  
Senior Engineer  
Windstream Communications, Inc.

Windstream Communications, Inc.						
<b>Labor &amp; Materials Estimate</b>	Company	Company Code	District	Exchange	NPA-NXX	Priority
	Kentucky Windstream - GTE	219	384 - KY2 - ILEC KY East	Lexington Main	859219	5
	Job Description		Job Number	Prepared By	Phone Number	Date Prepared
	RM LXTMKY RELO FOR TOWN BRANCH PARK		PN: Co - 219-05333	Johnson, Steve	859/357-6209	02-08-2023

Acct	Tax	Unit Code - Description	Units	Labor	Material	Overhead	--Total--
Code	Dist						Cost
3702		XXPE1 XXPE1 - REMOVE DOWN GUY:	4	63.80	0.00	0.00	63.80
3702		XXPF XXPF - REMOVE ANCHOR ROD:	2	53.12	0.00	0.00	53.12
3702		XXPOLE XXPOLE - REMOVE POLE:	1	80.84	0.00	0.00	80.84
		Sub-total		197.76	0.00	0.00	197.76
3722		XXCW XXCW - REMOVE AERIAL LASHED COPPER CABLE:	65	34.45	0.00	0.00	34.45
		Sub-total		34.45	0.00	0.00	34.45
3726		XXCO REMOVE AERIAL LASHED FIBER OPTIC CABLE:	65	30.55	0.00	0.00	30.55
		Sub-total		30.55	0.00	0.00	30.55
3732		XXUF XXUF - REMOVE UNDERGROUND CABLE:	178	327.52	0.00	0.00	327.52
		Sub-total		327.52	0.00	0.00	327.52
3736		XXUO Remove Underground Fiber	556	911.84	0.00	0.00	911.84
		Sub-total		911.84	0.00	0.00	911.84
3742		XXBD XXBD - PEDESTAL REMOVAL:	1	21.27	0.00	0.00	21.27
		Sub-total		21.27	0.00	0.00	21.27
4702		40-3 40-3 PLACEMENT OF POLES:	1	211.68	384.30	61.49	657.47
4702		PM52 PM52 - POLE MARKING:	1	8.41	3.68	0.59	12.68
4702		PM1 PM1 - INSTALL POLE GROUND WIRE:	1	32.60	21.01	3.36	56.97
		Sub-total		252.69	408.99	65.44	727.12



4722	WHA WHA - REENTER AERIAL FREE-BREATHING CLOSURE:	1	78.91	0.00	0.00	78.91
4722	WHC3(A) WHC-3 - REARRANGE CABLE PAIR:	600	2346.00	87.30	13.97	2447.27
4722	PM2C PM2C- BOND AERIAL CABLE:	2	25.26	6.79	1.09	33.14
4722	CWR600X24(10M) CWR_X__ ( ) - AERIAL FILLED CABLE ASSEMBLY UNITS:	108	165.24	1111.36	177.82	1454.42
4722	HC3-5 (A) HC3-5 (A) COPPER CABLE 1/2 MODULE SPLICE:	300	585.00	43.65	6.98	635.63
4722	PM2A PM2A - INSTALL GROUND WIRE ASSEMBLY:	4	56.16	14.57	2.33	73.06
	Sub-total		3256.57	1263.67	202.19	4722.43
4726	CO144(10M) CO__( ) -AERIAL FILLED FO ASSEMBLY UNIT	158	197.50	250.31	40.05	487.86
4726	WHO1(A) WHO - REARRANGE WORKING FIBER:	56	7013.44	48.48	7.76	7069.68
4726	PM92 PM92 - INSTALL FIBER OPTIC SNOWSHOE:	1	85.16	23.97	3.83	112.96
4726	WHAPO WHAPO - REMOVE AND REINSTALL AERIAL FO SPLICE CASE:	1	95.86	0.00	0.00	95.86
4726	HOMW(A) MAINTENANCE WINDOW ADDER:	56	2518.88	0.00	0.00	2518.88
	Sub-total		9910.84	322.76	51.64	10285.24
4731	WHUO Remove and Reinstall UG Pressurized Closure	1	342.95	0.00	0.00	342.95
	Sub-total		342.95	0.00	0.00	342.95
4732	WHUP WHUP - REMOVE AND REINSTALL UG PRESSURIZED CLOSURE:	1	112.92	0.00	0.00	112.92
4732	WHC3(U) WHC-3 - REARRANGE CABLE PAIR:	500	2255.00	72.75	11.64	2339.39
4732	UF600X24 UF(---X--) - UF COPPER CABLE ASSEMBLY:	290	736.60	2807.58	449.21	3993.39
4732	UM2C UM2C- BOND UNDERGROUND CABLE:	2	46.30	6.79	1.09	54.18
	Sub-total		3150.82	2887.12	461.94	6499.88
4736	UO144 UO___ - UNDERGROUND FILLED FIBER OPTIC CABLE:	498	881.46	490.93	78.55	1450.94
4736	HOMW(U)	53	6705.56	0.00	0.00	6705.56

MAINTENANCE WINDOW ADDER:

		Sub-total	7587.02	490.93	78.55	8156.50
4742	BD7 BD__() - PLACE PEDESTAL:	1	80.17	240.95	38.55	359.67
4742	BACKHOE + TRUCK + TRAILER (B) BACKHOE INCLUDING TRUCK + TRAILER (B)	8	480.88	0.00	0.00	480.88
4742	LINEMAN (B) LINEMAN	16	564.32	0.00	0.00	564.32
4742	FOREMAN (B) FOREMAN:	8	282.16	0.00	0.00	282.16
4742	BM81P Non-Metallic Riser Guard	2	45.00	48.95	7.83	101.78
4742	BM2 BM2 - PEDESTAL GROUND ASSEMBLY (GROUND ROD):	1	23.15	34.82	5.57	63.54
		Sub-total	1475.68	324.72	51.95	1852.35
4746	WHO1(U) WHO - REARRANGE WORKING FIBER:	53	6637.72	45.89	7.34	6690.95
4746	BM81PF Non-Metallic Riser Guard	2	45.00	48.95	7.83	101.78
		Sub-total	6682.72	94.84	15.17	6792.73

	Labor	Material	Overhead	Total
Total Capital	32659.29	5793.03	926.88	39379.22
Total Removals	1523.39	0.00	0.00	1523.39
Total Maintenance	0.00	0.00	0.00	0.00

**34182.68 + 5793.03 + 926.88 = 40902.59**

Eng : 0.00 Clr Chg %: 0 0.00 Freight %: 0 0.00 St Tax %: 0.06 347.58  
 IDC %: 0.032 1230.47 Handle %: 0.1 \$ 579.30 Lc Tax %: 0 0.00

Completed By: \_\_\_\_\_

Date Completed: \_\_\_\_\_

LABOR	\$34,182.68
MATERIAL	\$5,793.03
OVERHEAD	\$926.88
IDC	\$1,230.47
<b>JOB TOTAL</b>	<b>\$42,133.06</b>

Windstream Communications, Inc.						
Labor & Materials Estimate	Company	Company Code	District	Exchange	NPA-NXX	Priority
	Kentucky Windstream - GTE	219	384 - KY2 - ILEC KY East	Lexington Main	859219	5
	Job Description	Job Number	Prepared By	Phone Number	Date Prepared	
	RM LXTMKY RM LXTNKY RDMV303792 MANCHESTER ST	721932214-00000	Sullivan,Debbie	859-258-2196	05-31-2023	

Acct Code	Tax Dist	Unit Code - Description	Units	Labor	--- Extended --- Material	Overhead	--Total-- Cost
3702		XXPE1 XXPE1 - REMOVE DOWN GUY:	6	95.70	0.00	0.00	95.70
3702		XXPF XXPF - REMOVE ANCHOR ROD:	3	79.68	0.00	0.00	79.68
3702		XXPOLE XXPOLE - REMOVE POLE:	2	161.68	0.00	0.00	161.68
			Sub-total	337.06	0.00	0.00	337.06
3722		XXSTRAND XXSTRAND - REMOVAL OF STRAND:	160	60.80	0.00	0.00	60.80
3722		XXCW XXCW - REMOVE AERIAL LASHED COPPER CABLE:	225	119.25	0.00	0.00	119.25
			Sub-total	180.05	0.00	0.00	180.05
3726		XXCO REMOVE AERIAL LASHED FIBER OPTIC CABLE:	65	30.55	0.00	0.00	30.55
			Sub-total	30.55	0.00	0.00	30.55
3732		XXUF XXUF - REMOVE UNDERGROUND CABLE:	178	327.52	0.00	0.00	327.52
			Sub-total	327.52	0.00	0.00	327.52
3736		XXUO Remove Underground Fiber	556	911.84	0.00	0.00	911.84
			Sub-total	911.84	0.00	0.00	911.84
3742		XXBD XXBD - PEDESTAL REMOVAL:	1	21.27	0.00	0.00	21.27
			Sub-total	21.27	0.00	0.00	21.27
4702		PF1-5A PF1-5A - INSTALL EXPANDING ANCHOR ROD ASSY	2	359.78	112.00	0.00	471.78
4702		PE1-3G PE__ - INSTALL GUY ASSEMBLY UNITS:	2	73.14	68.23	0.00	141.37
			Sub-total	432.92	180.23	0.00	613.15

4722	PM2C PM2C- BOND AERIAL CABLE:	4	50.52	13.59	0.00	64.11
4722	HAS(7X33) HAS( ) - AERIAL FREE BREATHING SPLICE CLOSURE:	1	65.14	123.08	0.00	188.22
4722	WHC3(A) WHC-3 - REARRANGE CABLE PAIR:	600	2346.00	87.30	0.00	2433.30
4722	HC3-5 (A) HC3-5 (A) COPPER CABLE 1/2 MODULE SPLICE:	300	585.00	43.65	6.98	635.63
4722	PM2A PM2A - INSTALL GROUND WIRE ASSEMBLY:	4	56.16	14.57	0.00	70.73
		Sub-total	3102.82	282.19	6.98	3391.99
4726	PM92 PM92 - INSTALL FIBER OPTIC SNOWSHOE:	1	85.16	23.97	0.00	109.13
4726	HOMW(A) MAINTENANCE WINDOW ADDER:	56	2518.88	0.00	0.00	2518.88
4726	HAPO (24) HAPO( ) -AERIAL FIBER SPLICE CLOSURE ASSEMBLY:	1	116.07	276.75	0.00	392.82
		Sub-total	2720.11	300.72	0.00	3020.83
4729	BM60(1)(4)PF BM60( )( )P(TV) - UNDERGROUND PLASTIC PIPE CROSSING:	258	5614.08	2223.08	0.00	7837.16
		Sub-total	5614.08	2223.08	0.00	7837.16
4732	UM2C UM2C- BOND UNDERGROUND CABLE:	2	46.30	6.79	1.09	54.18
4732	UF600X24 UF(---X--) - UF COPPER CABLE ASSEMBLY:	290	736.60	2807.58	0.00	3544.18
4732	WHC3(U) WHC-3 - REARRANGE CABLE PAIR:	500	2255.00	72.75	0.00	2327.75
		Sub-total	3037.90	2887.12	1.09	5926.11
4736	UO144 UO___ - UNDERGROUND FILLED FIBER OPTIC CABLE:	498	881.46	490.93	0.00	1372.39
4736	HOMW(U) MAINTENANCE WINDOW ADDER:	53	6705.56	0.00	0.00	6705.56
		Sub-total	7587.02	490.93	0.00	8077.95
4742	BFCR600X24I BFCR___X_I - PLACE BFC CABLE IN DUCT/CONDUIT:	308	452.76	2981.84	0.00	3434.60
4742	BM2 BM2 - PEDESTAL GROUND ASSEMBLY (GROUND ROD):	1	23.15	34.82	0.00	57.97
4742	BD7	1	80.17	240.95	0.00	321.12

BD\_\_( ) - PLACE PEDESTAL:

4742	LINEMAN (B) LINEMAN	16	564.32	0.00	0.00	564.32
4742	BM81P Non-Metallic Riser Guard	2	45.00	48.95	0.00	93.95
4742	BM2C EXISTING PEDESTAL BONDING ASSEMBLY	2	50.10	12.28	0.00	62.38
4742	WHC3(B) WHC-3 - REARRANGE CABLE PAIR:	25	97.25	3.64	0.00	100.89
4742	BACKHOE + TRUCK + TRAILER (B) BACKHOE INCLUDING TRUCK + TRAILER (B)	8	480.88	0.00	0.00	480.88
4742	FOREMAN (B) FOREMAN:	8	282.16	0.00	0.00	282.16
4742	-888 CONTRACT ENGINEERING COST	1	4988.70	0.00	0.00	4988.70
		Sub-total	7064.49	3322.48	0.00	10386.97
4746	BFO24I BFO__ I - PULL BFO CABLE IN DUCT:	240	398.40	85.90	0.00	484.30
4746	BM60(1)(1 1/4)PF BM60( ) (P) - UNDERGROUND PLASTIC PIPE CROSSING:	160	2878.40	96.66	0.00	2975.06
4746	BFO144I BFO__ I - PULL BFO CABLE IN DUCT	338	547.56	335.30	0.00	882.86
4746	HO1(B) HO__ - FIBER OPTIC SPLICING ASSEMBLY:	4	163.92	3.46	0.00	167.38
		Sub-total	3988.28	521.32	0.00	4509.60
5320	WCWF WCW- DELASH EXISTING CABLE:	164	219.76	0.00	0.00	219.76
5320	WHO1(A) WHO - REARRANGE WORKING FIBER:	56	7013.44	48.48	0.00	7061.92
5320	WHAPO WHAPO - REMOVE AND REINSTALL AERIAL FO SPLICE CASE:	1	95.86	0.00	0.00	95.86
		Sub-total	7329.06	48.48	0.00	7377.54
5330	WHUO Remove and Reinstall UG Pressurized Closure	1	342.95	0.00	0.00	342.95
5330	WHUP WHUP - REMOVE AND REINSTALL UG PRESSURIZED CLOSURE:	1	112.92	0.00	0.00	112.92
		Sub-total	455.87	0.00	0.00	455.87
5349	WHO1(U) WHO - REARRANGE WORKING FIBER:	53	6637.72	45.89	0.00	6683.61

Sub-total	6637.72	45.89	0.00	6683.61
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	Labor	Material	Overhead	Total
Total Capital	33547.62	10208.07	1633.29	43763.76
Total Removals	1808.29	0.00	0.00	1808.29
Total Maintenance	14422.65	94.37	9.44	14517.02

49778.56 + 10302.44 + 1642.73 = 61723.73

Eng :	0.00	Clr Chg %:	0	0.00	Freight %:	0	0.00	St Tax %:	0.06	612.48
		IDC %:	0.032	1400.18	Handle %:	0.1	\$ 1020.81	Lc Tax %:	0	0.00

Completed By: \_\_\_\_\_

Date Completed: \_\_\_\_\_

LABOR	\$49,778.56
MATERIAL	\$10,302.44
OVERHEAD	\$1,642.73
IDC	\$1,400.18
<b>JOB TOTAL</b>	<b>\$63,123.91</b>