

**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 1<sup>st</sup> day of September 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:
<u>Mark Feibes</u>	Steve Johnson
<u>101 E. Vine St, 4th Floor</u>	932 Citation Blvd
<u>Lexington, KY 40507</u>	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*  
**LINDA GORTON, MAYOR**

**ATTEST:**

*Deputy*  
*Mackenzie Souk*  
**Clerk of the Urban County Council**

**WINDSTREAM COMMUNICATIONS, INC.**

BY: *Scott Mubush*  
*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

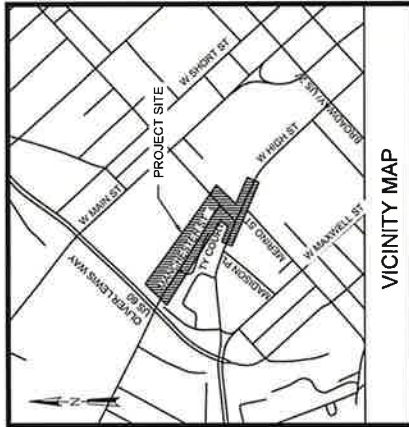
Exhibit A

Drawing Sheets:

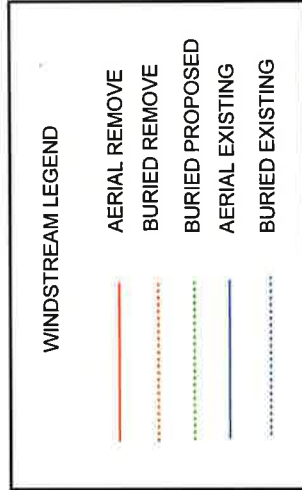
R10, R11, R15, R16, R18



LEXINGTON



VICINITY MAP



SHEET NUMBER	SHEET NAME
R1	COVER
R2A-R2B	SUMMARY OF QUANTITIES
R2C	GENERAL NOTES AND LEGEND
R3-R5	TYPICAL SECTIONS
R6-R9	EXHAUSTION
R10-R15	ROADWAY PLAN AND PROFILE
R16-R19	DRAINAGE AND SANITARY PLAN AND PROFILE
R20	COORDINATE CONTROL
R21-R24	GRADING
R25-R28	LIGHTING AND ELECTRICAL
R29	UTILITY COORDINATION
R30-R35	MAINTENANCE OF TRAFFIC
R36-R38	STANDARD DRAWINGS
R39-R42	STRUCTURAL
R43-R45	LANDSCAPE DRAWINGS
R46-R48	TRIPS
R49-R52	STIPING AND SIGNAGE
R53-R55	CONSTRUCTION



**BEFORE YOU DIG**

THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-735-6007 TO REACH NY 911, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A RECORD DRAWING FROM THE UTILITY OWNERS. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF UNDERGROUND UTILITIES ARE NOT REQUIRED TO BE LOCATED BY THE NY 911 ONE-CALL SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RECORD DRAWINGS FOR ALL UTILITIES. 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

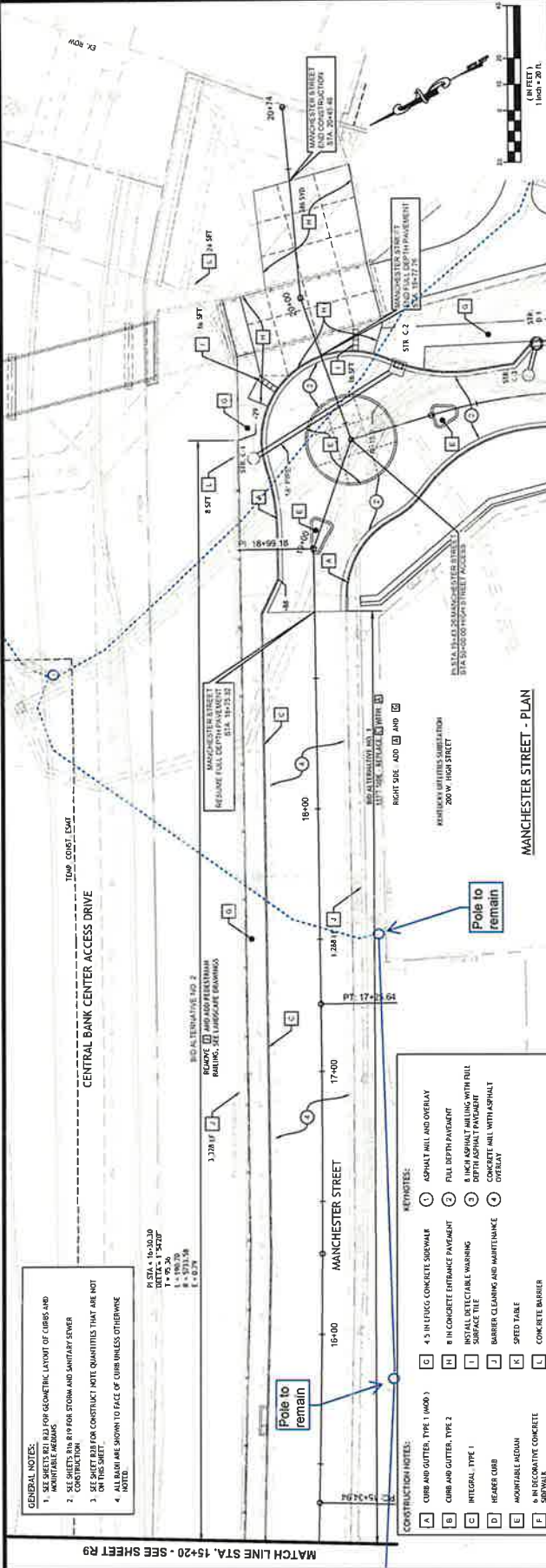




NO.	DATE	REVISIONS

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

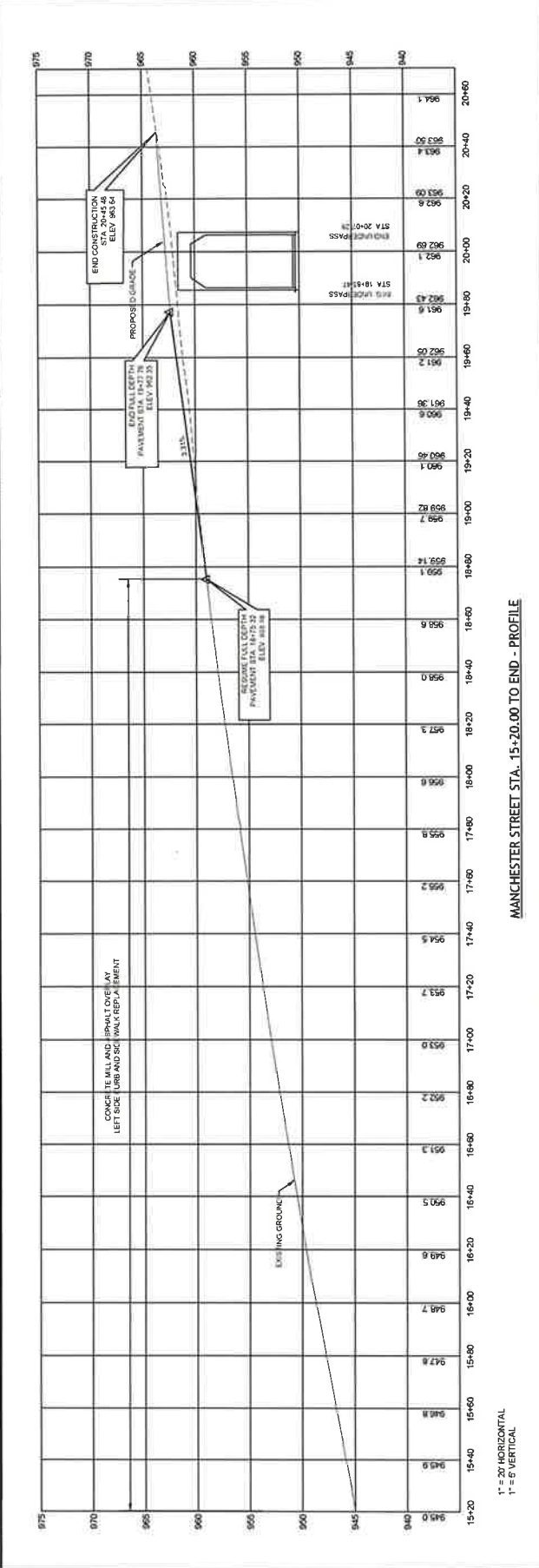
JOB NO. 3357.001  
 PROJECT RURL. CITY  
**STRAND ASSOCIATES**  
 STREET - RT11



**GENERAL NOTES:**  
 1. SEE SHEETS R91 FOR GEOMETRIC LAYOUT OF CURBS AND SIDEWALKS.  
 2. SEE SHEETS R91 FOR STORM AND SANITARY SEWER CONSTRUCTION.  
 3. SEE SHEET R91 FOR CONSTRUCTION NOTE QUANTITIES THAT ARE NOT ON THIS SHEET.  
 4. ALL BARS ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED.

P STA. 15+20.00  
 DET. 1" = 50'-0"  
 1" = 50'-0"  
 8" = 50'-0"  
 1" = 50'-0"

- CONSTRUCTION NOTES:**
- A CURB AND GUTTER, TYPE 1 (WOOD)
  - B 4.5 IN. FEGG CONCRETE SIDEWALK
  - C 8 IN. CONCRETE ENTRANCE PAVEMENT
  - D 8 IN. CONCRETE ENTRANCE PAVEMENT
  - E 8 IN. CONCRETE ENTRANCE PAVEMENT
  - F 8 IN. CONCRETE ENTRANCE PAVEMENT
  - G 8 IN. CONCRETE ENTRANCE PAVEMENT
  - H 8 IN. CONCRETE ENTRANCE PAVEMENT
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  - J 8 IN. CONCRETE ENTRANCE PAVEMENT
  - K 8 IN. CONCRETE ENTRANCE PAVEMENT
  - L 8 IN. CONCRETE ENTRANCE PAVEMENT
- KEYNOTES:**
- 1 ASPHALT MILL AND OVERLAY
  - 2 FULL DEPTH PAVEMENT
  - 3 8 IN. ASPHALT MILLING WITH FULL DEPTH ASPHALT PAVEMENT
  - 4 CONCRETE MILL WITH ASPHALT OVERLAY
  - 5 SPEED TABLE
  - 6 IN DECORATIVE CONCRETE SIDEWALK
  - 7 CONCRETE BARRIER
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1" = 20' HORIZONTAL  
 1" = 6' VERTICAL





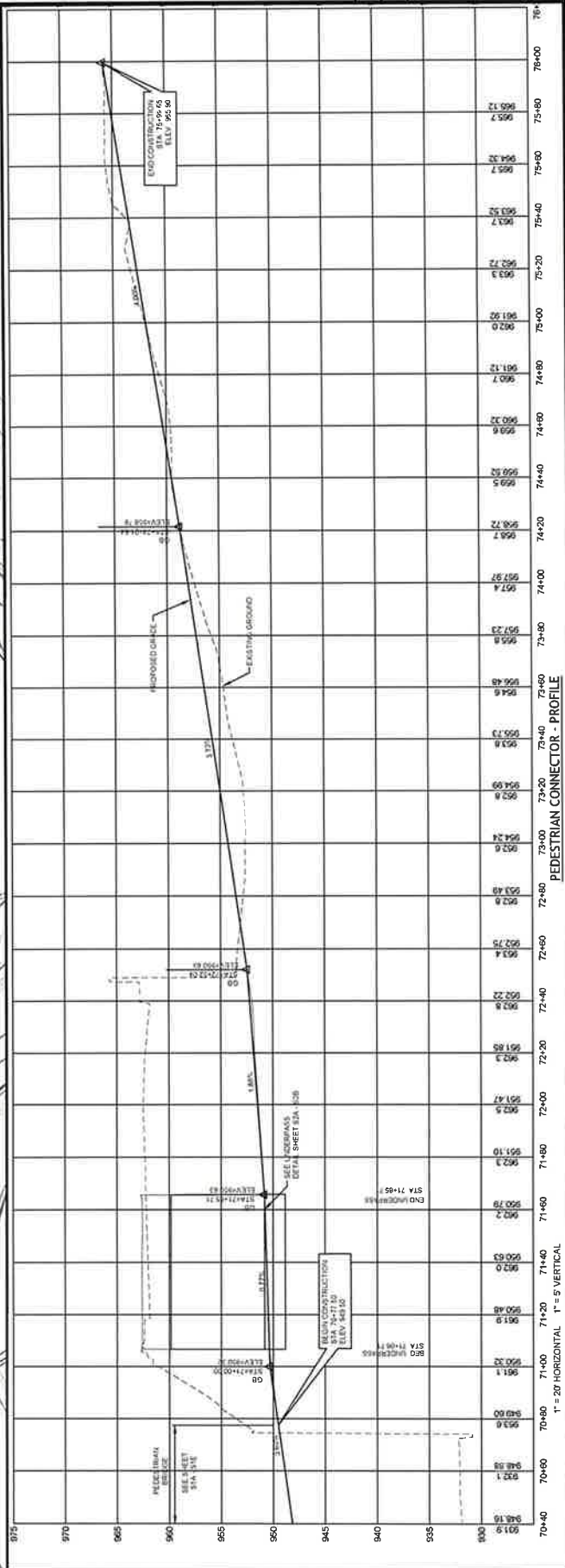
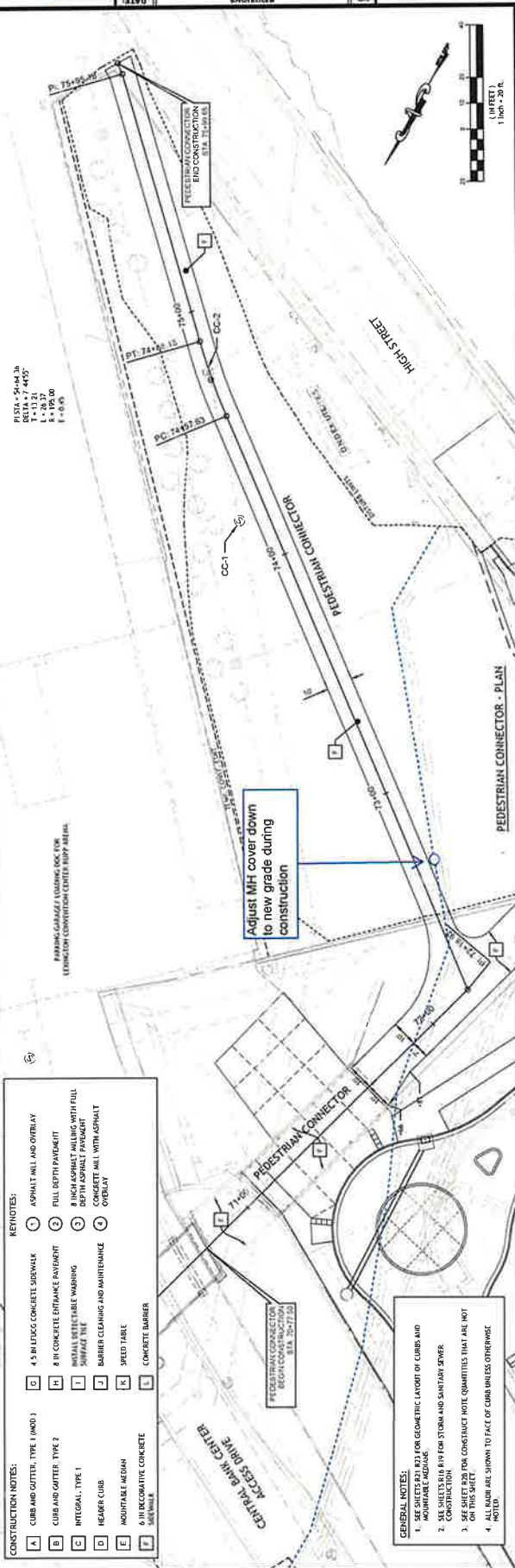
NO.	REVISIONS	DATE

LEXINGTON, KENTUCKY  
 TOWN BRANCH PAVETTE URBAN COUNTY GOVERNMENTS  
 PEDESTRIAN CONNECTOR  
 PLAN AND PROFILE

JOB NO.  
 3357.001  
 PROJECT MGR.  
 CW



SHEET  
 R15



- CONSTRUCTION NOTES:**
- A CURB AND GUTTER, TYPE 1 (MOD.)
  - B CURB AND GUTTER, TYPE 2
  - C INTEGRAL, TYPE 1
  - D REPAIR CURB
  - E ADJUSTABLE ALUMINUM SIGNATURE
  - F 6 IN INCURATIVE CONCRETE SIDEWALK
- RENOTES:**
- 1 ASPHALT MILL AND OVERLAY
  - 2 FULL DEPTH PAVEDMENT
  - 3 8 INCH ASPHALT MILLING WITH FULL DEPTH ASPHALT PAVEDMENT
  - 4 CONCRETE MILL WITH ASPHALT OVERLAY
  - 5 4.5 IN LF/CC CONCRETE SIDEWALK
  - 6 IN CONCRETE ENTRANCE PAVEDMENT
  - 7 INITIAL RETRIEVEABLE WARNING SURFACE TIE
  - 8 BARRIER CLEANING AND MAINTENANCE
  - 9 SPEED TABLE
  - 10 CONCRETE BARRIER

**GENERAL NOTES:**

- SEE SHEETS FOR GEOMETRIC LAYOUT OF CURBS AND SIDEWALKS.
- SEE SHEETS FOR STORM AND SANITARY SEWER CONSTRUCTION.
- SEE SHEET FOR CONSTRUCTION NOTE QUANTITIES THAT ARE NOT ON THIS SHEET.
- ALL NOTES ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED.

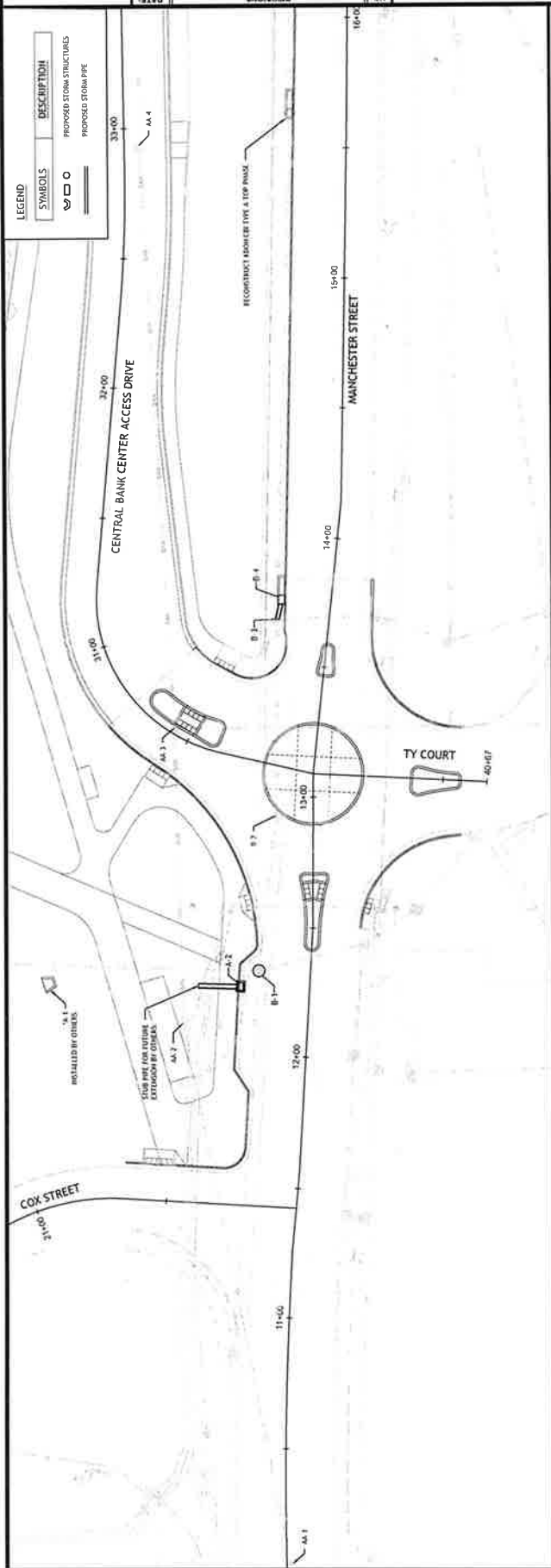


LEXINGTON, KENTUCKY  
 TOWN BRANCH PAVEMENT PUBLIC ACCESS IMPROVEMENTS  
 DRAINAGE AND SANITARY PLAN VIEW

JOB NO. 3337.001  
 PROJECT MGR. CKW



STREET R16



**LEGEND**

SYMBOLS	DESCRIPTION
○	PROPOSED STORM STRUCTURES
○	PROPOSED SANITARY PIPE

**SANITARY STRUCTURE TABLE**

NAME	TYPE	CASTING	ALIGNMENT	STATION	OFFSET
AA.1	EX. SANITARY MANHOLE	EXISTING	MS	10+44.35	1.7 FT
AA.2	RECONSTRUCT SANITARY MANHOLE TOP	REPLACE	MS	12+16.09	4.0 FT
AA.3	RECONSTRUCT SANITARY MANHOLE TOP	REPLACE	CB	30+36.89	1.0 FT
AA.4	ADJUST MANHOLE TO GRADE BY OTHERS	EXISTING	CB	32+59.00	5.5 FT

**STORM STRUCTURE TABLE**

NAME	TYPE	CASTING	ALIGNMENT	STATION	OFFSET
7-A.1	HEADWALL	-	MS	12+23.86	16.20 FT
A.2	CB TYPE "D"	STANDARD	MS	12+25.79	27.00 FT
B.1	ADJUST STRUCTURE TO GRADE	EXISTING	MS	12+32.41	19.81 FT
B.2	ADJUST MANHOLE TO GRADE	EXISTING	MS	12+33.05	14.15 FT
B.3	ADJUST MANHOLE TO GRADE	EXISTING	MS	12+66.20	19.79 FT
B.4	ADJUST CB TYPE "X-42"	STANDARD	MS	12+74.80	17.28 FT

AS-MANCHESTER STREET  
 AS-MANCHESTER STREET EXTENSION  
 AS-CENTRAL BANK CENTER ACCESS  
 AS-CENTRAL BANK CENTER EXTENSION  
 \*NOTED: MATERIALS OR COMPLETE SOME 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 DEPTH OF UTILITY CROSSINGS BEFORE EXCAVATING 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. THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO CONSTRUCTION OF THE STRUCTURES TO VERIFY THE DESIGN. ADJUST MANHOLE LIDS MINIMUM ALLOWABLE DISTANCES BETWEEN OR ADJUST PIPES AND THE DISTANCE BETWEEN BOTTOM SAND AND PIPE INSETS.
- 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.



NO.	REVISIONS	DATE

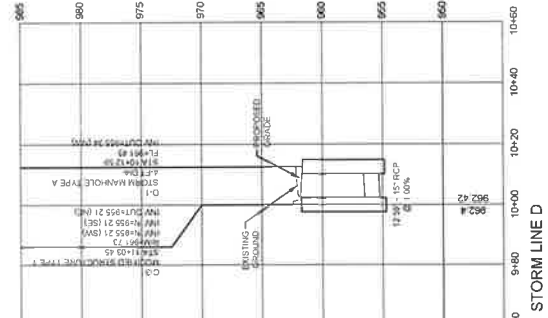
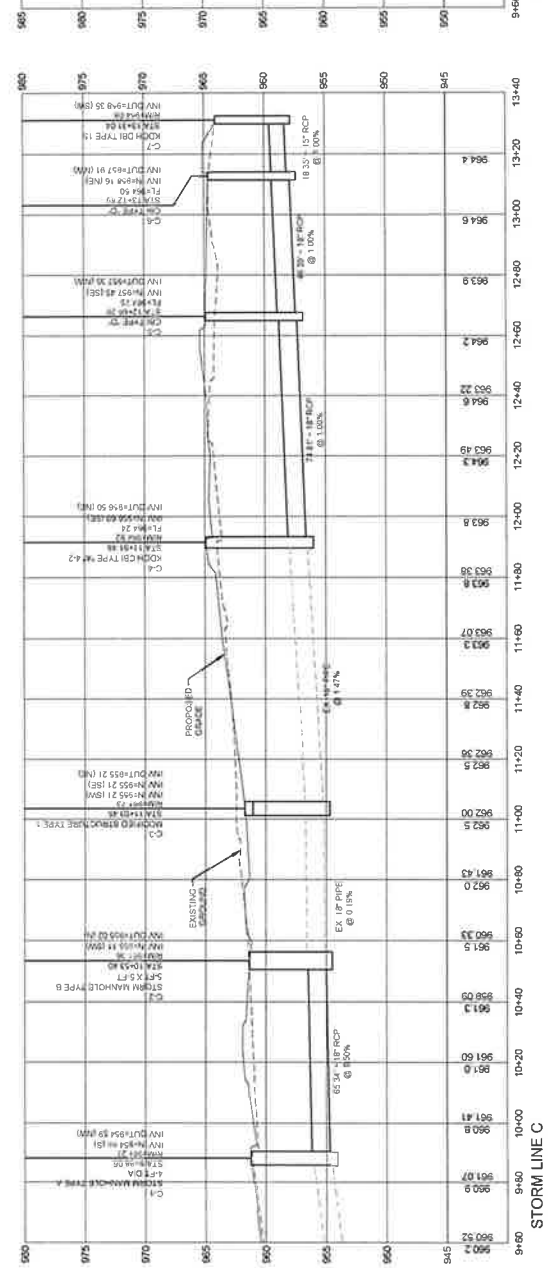
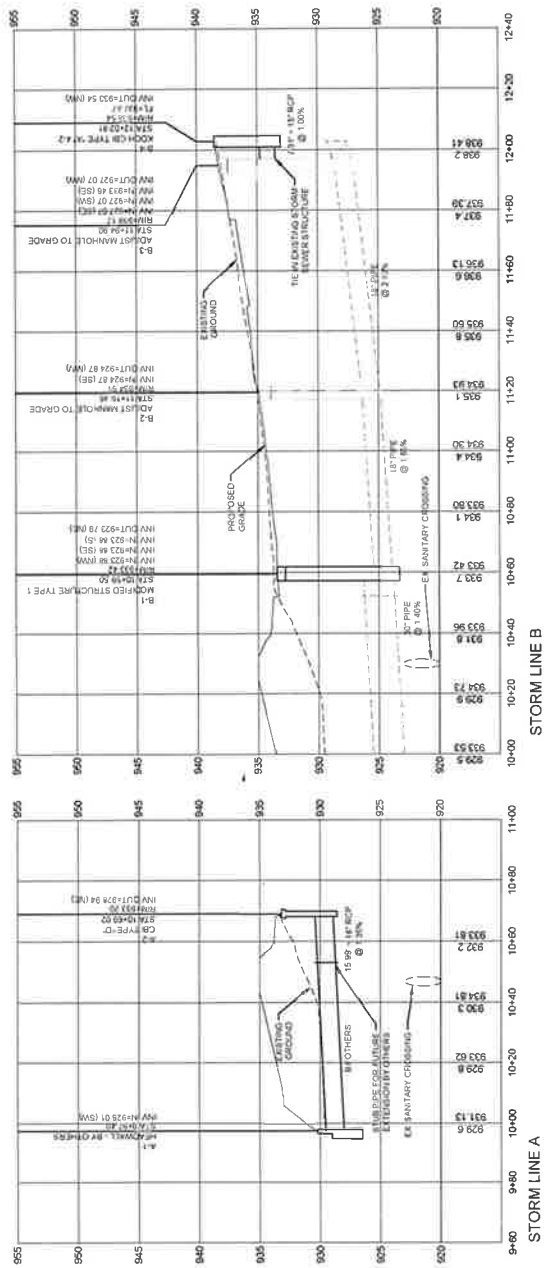
ROADWAY DRAINAGE PROFILE VIEW  
 TOWN BRANCH PARK PUBLIC ACCESS IMPROVEMENTS  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 LEXINGTON, KENTUCKY

JOB NO.  
 3377.001  
 PROJECT NUM.  
 CWP



SHEET  
 R18

NOTE:  
 SEE PLAN SHEET LEXINGTON 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.						
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 RELO FOR TOWN BRANCH PARK	PN: Co - 219-05333	Johnson, Steve	859/357-6209	02-08-2023		

Acct Code	Tax Dist	Unit Code - Description	Units	Labor	--- Extended --- Material	Overhead	--Total-- 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
JOB TOTAL	\$42,133.06

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	--- Extended ---			--Total-- Cost
				Labor	Material	Overhead	
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	\$	Lc Tax %:	0	0.00
							1020.81			

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>