

PAVEMENT RESTORATION AGREEMENT

This **Pavement Restoration Agreement** (this "Agreement") is entered into effective this 30 day of August, 2018 (the "Effective Date") by **KENTUCKY UTILITIES COMPANY**, a Kentucky and Virginia corporation ("KU") and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government ("LFUCG").
pursuant to KFS 67A

WHEREAS, KU has planned to replace the underground 69 kV electric transmission facilities ("Facilities") depicted in areas highlighted in purple on pages A-2, A-3 and A-4 of Exhibit 'A' and incorporated herein by reference (the "Plan");

WHEREAS, LFUCG desires to perform curb-to-curb replacement of paving on the affected streets following completion of KU's replacement project; and

WHEREAS, LFUCG and KU desire to have such curb-to-curb replacement take the place of repaving of excavated areas by KU.

NOW THEREFORE, LFUCG and KU agree as follows:

1. Trench Restoration by KU. Upon completion of replacement of Facilities within the areas highlighted in purple on the Plan (the "KU Areas"), KU will restore the trench with flowable fill backfill, a six-inch concrete cap (to extend a minimum of one foot onto undisturbed earth on each side of the trench) and two inches of asphalt; as well as any temporary pavement markings. Trenches in the KU Areas must be saw cut.
2. Paving by LFUCG. Following trench restoration by KU as described above, LFUCG shall repave the KU Areas. Upon LFUCG's completion of such paving, LFUCG shall invoice KU for the cost of paving work in in the KU Areas without any markup. The cost of all sidewalk ramp restoration, pavement markers and pavement striping invoiced to KU shall be determined using the unit prices in the KU Quantity Estimates table on page A-1 of Exhibit 'A.' (Quantities may vary.) Cost of pavement restoration shall be invoiced at actual cost incurred by LFUCG in accordance with the existing LFUCG paving contract. KU shall pay the invoiced amount to LFUCG within 30 days of KU's receipt of the invoice. Specifically, the work invoiced to KU shall consist of labor and materials for (1) milling the entire KU Area, (2) resurfacing the entire KU Area, (3) painting of permanent pavement markings inside the KU Area, and (4) any sidewalk ramp upgrades required under applicable ordinances or the Americans with Disabilities Act as a result of paving in the KU Area.

3. Two Year Performance Period. KU shall have responsibility for the two-year performance warranty provided for in Section 17C of the LFUCG Code of Ordinances within the portions of the KU Areas directly above trenches excavated by KU. KU shall not have responsibility under such warranty for areas not directly above such trenches.
4. Satisfaction of KU Obligations. Completion of the work described in Section 1 above, KU's payment for work performed by or on behalf of LFUCG as provided in Section 2 above, and KU's warranty obligations described in Section 3 above shall fully satisfy KU's repaving and street restoration obligations under applicable LFUCG ordinances and policies and the applicable franchise.
5. Indemnity by KU. KU shall indemnify, hold harmless, and defend LFUCG from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from KU's negligence or willful misconduct occurring at a location before the curing of the concrete cap at such location as described in Section 1 above, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property of a third party, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of LFUCG or its elected and appointed officials and employees acting within the scope of their employment. This Section 5 shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.
6. Indemnity by LFUCG. LFUCG agrees to indemnify KU, to the extent LFUCG is liable under Kentucky law for injuries, damages, losses or expenses, including attorneys' fees, arising out of or resulting, directly or indirectly, from LFUCG's negligence or willful misconduct, or breach of contract occurring at a location after the curing of the concrete cap at such location as described in Section 1 above, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property of a third party, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of KU. Section 6 shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.
7. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof, which are otherwise valid. This Agreement and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to the conflicts of laws principles of such state.

KU and LFUCG agree that any legal action or proceeding under or with respect to this Agreement may be brought in the courts of the Commonwealth of Kentucky or the United States located in Fayette County, Kentucky

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

This Agreement may not be amended or changed in any respect except by written instrument signed by all parties hereto.

No waiver of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.

LFUCG AND KU EXPRESSLY AGREE THAT NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF THE OTHER PARTY WHATSOEVER.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized officers or representatives effective on the date first written above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Name: _____

Title: _____

KENTUCKY UTILITIES COMPANY

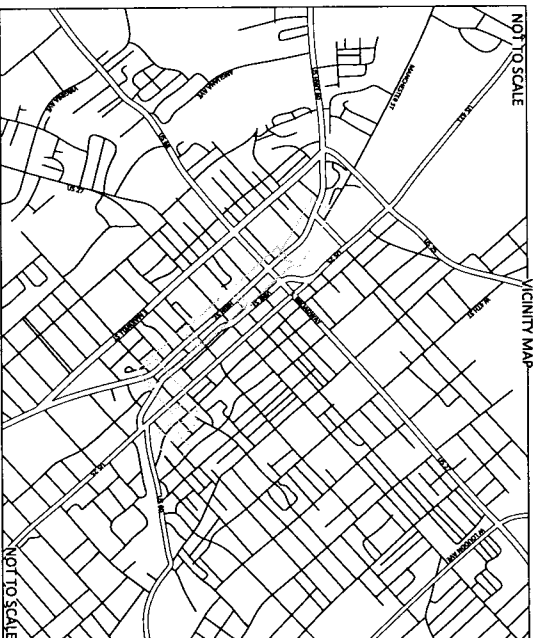
By: _____

Name: _____

Title: _____

EXHIBIT A

KENTUCKY UTILITIES - AGREEMENT LFUGG PAVEMENT RESTORATION PLAN 69 KV TRANSMISSION CORRIDOR LEXINGTON, FAYETTE COUNTY, KENTUCKY



CLIENT



KENTUCKY UTILITIES
1 QUALITY DR.
LEXINGTON, KY



P.O. BOX 204
165 FOSTER LANE
STANFORD, KY 40484
PHONE (606) 365-8362
FAX (606) 365-1097

INDEX OF SHEETS

	COVER SHEET
A-1	GENERAL NOTES / ESTIMATIONS
A-2	PLAN VIEW
A-3	PLAN VIEW
A-4	PLAN VIEW

GENERAL NOTES

- 1) THESE PLANS HAVE BEEN CREATED TO IDENTIFY THE PORTION OF THE PAVEMENT RESTORATION PLAN, UNLESS OTHERWISE NOTED, WHICH WILL BE FINANCIALY RESPONSIBLE FOR PER THE PAVEMENT RESTORATION AGREEMENT.
- 2) THE WORK ITEMS IDENTIFIED IN THESE PLANS WILL BE PERFORMED IN ACCORDANCE WITH THE EXISTING DISTRICT SPECIFICATIONS AND SHALL BE PERFORMED TO THE SATISFACTION OF THE DISTRICT. THE DISTRICT WILL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK. THE DISTRICT WILL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK. THE DISTRICT WILL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED FOR THE WORK.
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- 4) THE QUANTITY ESTIMATES SHOWN HEREON ARE AS SHOWN ON THE PLANS THAT WERE USED TO PREPARE THESE PLANS. THE QUANTITY ESTIMATES SHOWN HEREON ARE AS SHOWN ON THE PLANS THAT WERE USED TO PREPARE THESE PLANS. THE QUANTITY ESTIMATES SHOWN HEREON ARE AS SHOWN ON THE PLANS THAT WERE USED TO PREPARE THESE PLANS.
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KU Quantity Estimate - LFUGG Pavement Restoration Plan						
Action	Description	Material	Quantity	Unit/Unit	Cost/Unit	Cost/Item
Pavement Restoration	1.5" Milling	Business Asphalt	1,333.00	Ton	\$ 22.00	\$ 29,326.00
	1.5" Surface Course	Business Asphalt	1,333.00	Ton	\$ 22.00	\$ 29,326.00
		Subtotal			\$	\$ 58,652.00
Sidewalk Ramp Installation	Ramp Replacement/Regrading	Concrete, 20k, Unsealer/Sealing/Paint	17.00	Sq. Yds.	\$ 1,000.00	\$ 17,000.00
		Subtotal			\$	\$ 17,000.00
Pavement Markers	1" Concrete Bar (Concrete Works, Vary)	Spinal Thermoplastic Paint (Preformed)	2,102.50	LF	\$ 3.35	\$ 7,043.38
	2" White Stop Bar	Spinal Thermoplastic Paint (Preformed)	238.00	LF	\$ 6.00	\$ 1,428.00
	6"x12" Blue Mark	Spinal Thermoplastic Paint (Preformed)	17.00	Mark	\$ 265.00	\$ 4,505.00
	Shaded Blue Mark (of Chevron)	Spinal Thermoplastic Paint (Preformed)	930	Mark	\$ 302.00	\$ 2,800.00
	2.4" Blue Arrow Bar	Spinal Thermoplastic Paint (Preformed)	1,600	Mark	\$ 110.00	\$ 176,000.00
	2.4" Blue Arrow Bar	Spinal Thermoplastic Paint (Preformed)	1,200	Mark	\$ 80.00	\$ 96,000.00
	6"x12" Blue Arrow	Spinal Thermoplastic Paint (Preformed)	1,200	Mark	\$ 80.00	\$ 96,000.00
	6"x12" Blue Arrow	Spinal Thermoplastic Paint (Preformed)	1,200	Mark	\$ 80.00	\$ 96,000.00
	1.2"x3.7" Curved Street Arrow	Spinal Thermoplastic Paint (Preformed)	400	Mark	\$ 70.00	\$ 28,000.00
	1.2"x3.7" Curved Street Arrow	Spinal Thermoplastic Paint (Preformed)	400	Mark	\$ 95.00	\$ 38,000.00
	Public Parking Marker	Spinal Thermoplastic Paint (Preformed)	200	Mark	\$ 100.00	\$ 20,000.00
	Public Parking Marker	Spinal Thermoplastic Paint (Preformed)	200	Mark	\$ 370.00	\$ 74,000.00
	Type 2 Parking Stop (6" or 4" Stopping Pad)	Spinal Thermoplastic Paint (Preformed)	600	Stops	\$ 3.15	\$ 1,890.00
	Type 2 Parking Stop (6" or 4" Stopping Pad)	Spinal Thermoplastic Paint (Preformed)	800	Stops	\$ 1.40	\$ 1,120.00
		Subtotal			\$	\$ 25,253.22
Pavement Striping	4" Solid Single White	Paint (Grey)	58,600	LF	\$ 0.35	\$ 20,510.00
	4" Solid Double White	Paint (Grey)	17,000	LF	\$ 0.15	\$ 2,550.00
	4" Solid Double White	Paint (Grey)	4,340.00	LF	\$ 0.35	\$ 1,519.00
	4" Solid Double White	Paint (Grey)	28,600	LF	\$ 0.46	\$ 13,176.00
	4" Dashed (Long) Single White	Paint (Grey)	79,550	LF	\$ 0.35	\$ 27,843.00
	4" Dashed (Short) Single White	Paint (Grey)	13,800	LF	\$ 0.35	\$ 4,830.00
		Subtotal			\$	\$ 20,978.00
Estimated Total Cost =						\$ 189,502.73

AGE
ENGINEERING SERVICES, INC.

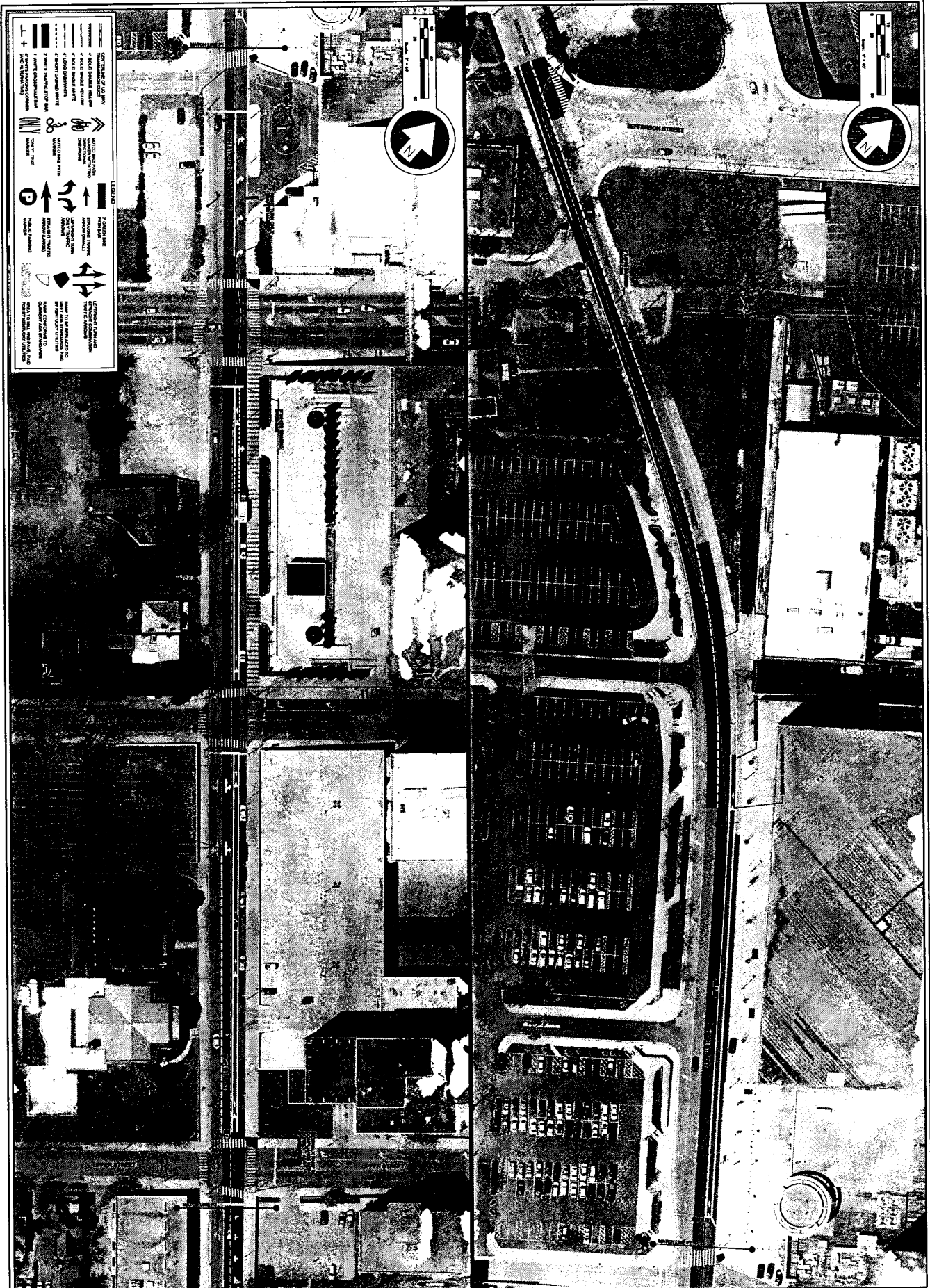
P.O. BOX 204
STANFORD, KY 40484
PHONE: (606) 365-8362
FAX: (606) 365-1097



EXHIBIT A
KENTUCKY UTILITIES
LFUGG PAVEMENT RESTORATION PLAN
LEXINGTON, FAYETTE COUNTY, KENTUCKY

DATE: 2/26/2016
SCALE: 1" = 40'
DRAWN BY: TVB
APPROVED BY: DGG
FILENAME: 170702KA

REVISION(S)
SHEET: A-1



LEGEND

STREET LIGHTS
 TELEPHONE POLES
 CEMENT CURB
 DRIVEWAY
 DRIVE
 DRIVEWAY
 DRIVEWAY

2' RADIUS
 1' RADIUS
 1' RADIUS

1' RADIUS
 1' RADIUS
 1' RADIUS

1' RADIUS
 1' RADIUS
 1' RADIUS

1' RADIUS
 1' RADIUS
 1' RADIUS

SHEET A-2

REVISION(S)

AGE ENGINEERING SERVICES, INC.

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 165 FOSTER LANE
 STANFORD, KY 40484
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EXHIBIT A
KENTUCKY UTILITIES
 LFUGG PAVEMENT RESTORATION PLAN
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

DATE: 2/28/2018
 SCALE: 1" = 40'
 DRAWN BY: TYB
 APPROVED BY: DGG
 FILENAME: 1707DK-A



LEGEND

	EXISTING UTILITY LINES
	PROPOSED UTILITY LINES
	EXISTING PAVEMENT
	PROPOSED PAVEMENT
	EXISTING STRUCTURES
	PROPOSED STRUCTURES
	EXISTING TREES
	PROPOSED TREES
	EXISTING ROADS
	PROPOSED ROADS
	EXISTING UTILITIES
	PROPOSED UTILITIES
	EXISTING STRUCTURES
	PROPOSED STRUCTURES
	EXISTING TREES
	PROPOSED TREES
	EXISTING ROADS
	PROPOSED ROADS
	EXISTING UTILITIES
	PROPOSED UTILITIES

SHEET	14
REVISION(S)	

AGE
ENGINEERING SERVICES, INC.

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EXHIBIT A
KENTUCKY UTILITIES
LFUGG PAVEMENT RESTORATION PLAN
LEXINGTON, FAYETTE COUNTY, KENTUCKY

DATE: 2/28/2018
SCALE: 1" = 40'
DRAWN BY: TYB
APPROVED BY: DGG
FILENAME: 1707DEX.A