

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

**APPLICATION OF LOUISVILLE GAS AND ELECTRIC )  
COMPANY AND KENTUCKY UTILITIES COMPANY TO )  
INSTALL AND OPERATE ELECTRIC CHARGING STATIONS )  
IN THEIR CERTIFIED TERRITORIES, FOR APPROVAL ) CASE NO.  
OF AN ELECTRIC VEHICLE SUPPLY EQUIPMENT RIDER, ) 2015-00355  
AN ELECTRIC VEHICLE SUPPLY EQUIPMENT RATE, AN )  
ELECTRIC VEHICLE CHARGING RATE, DEPRECIATION )  
RATE, AND FOR A DEVIATION FROM THE REQUIREMENTS )  
OF CERTAIN COMMISSION REGULATIONS )**

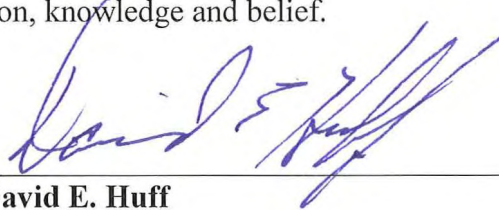
**RESPONSE OF  
LOUISVILLE GAS AND ELECTRIC COMPANY  
AND KENTUCKY UTILITIES  
TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
DATED DECEMBER 9, 2015**

**FILED: DECEMBER 23, 2015**

VERIFICATION

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The undersigned, **David E. Huff**, being duly sworn, deposes and says that he is Director of Customer Energy Efficiency & Smart Grid Strategy for LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and that the answers contained therein are true and correct to the best of his information, knowledge and belief.



David E. Huff

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 23rd day of December 2015.



(SEAL)  
Notary Public

My Commission Expires:

SHERI L. GARDNER  
Notary Public, State at Large, KY  
My Commission expires Dec. 24, 2017  
Notary ID # 601600

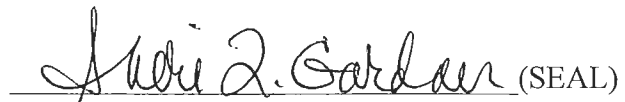
VERIFICATION

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The undersigned, **Rick E. Lovekamp**, being duly sworn, deposes and says that he is Manager – Regulatory Affairs/Tariffs for LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

  
**Rick E. Lovekamp**

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 23<sup>rd</sup> day of December 2015.

  
Notary Public (SEAL)

My Commission Expires:

**SHERI L. GARDNER**  
Notary Public, State at Large, KY  
My Commission expires Dec. 24, 2017  
Notary ID # 501800

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 1**

**Witness: David E. Huff**

- Q-1. Refer to the Companies' November 13, 2015 Application ("Application"), page 4, numbered paragraph 7, which states that there are 21 electric vehicle charging stations ("charging stations") in the Companies' combined territories. The 21 charging stations are listed in the Direct Testimony of David E. Huff ("Huff Testimony"), Exhibit DEH-1.
- a. State the number of charging stations in each company's territory.
  - b. If known, identify the owners of the 21 charging stations.
  - c. State at whose expense the 21 charging stations were installed and are currently being maintained.
  - d. Explain how the Companies meter and bill for the energy used at the 21 charging stations.
- A-1.
- a. The information set forth in Paragraph 7 of the Application and in Exhibit DEH-1 was obtained from the U.S. Department of Energy's Alternative Fuels Data Center's website ([http://www.afdc.energy.gov/fuels/electricity\\_locations.html](http://www.afdc.energy.gov/fuels/electricity_locations.html)). The data from the DOE's website was used with information from the Companies Customer Care System to determine that there are 12 charging station locations in the LG&E certified territory and 9 in the KU territory. The Companies have not independently confirmed this information other than to confirm that the stated locations are in their certified territory.
  - b. The information set forth in Paragraph 7 of the Application and in Exhibit DEH-1 was obtained from the U.S. Department of Energy's Alternative Fuels Data Center's website ([http://www.afdc.energy.gov/fuels/electricity\\_locations.html](http://www.afdc.energy.gov/fuels/electricity_locations.html)). The website did not identify the owners of the charging stations. The Companies have no further information regarding these stations.

- c. The Companies did not install or procure these charging stations, have no responsibility for their current maintenance, and have no information regarding the charging stations' installation or current maintenance.
  
- d. Each of these stations is located behind the customer meter. Consequently, energy consumed by each of these 21 stations is included as part of the standard monthly meter reading and billing.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 2**

**Witness: Rick E. Lovekamp**

- Q-2. Refer to the Application, page 5, numbered paragraphs 9.a. and b., which state that the charging station site host will pay the installation costs and that the costs will vary depending on the site location. If the installation costs are expected to differ from those provided in the Direct Testimony of Rick E. Lovekamp ("Lovekamp Testimony"), Exhibits REL-1 and REL-2, page 6 of 6 of each exhibit, provide a sample calculation of the anticipated installation costs of a typical charging station for a site host under the Electric Vehicle Supply Equipment ("EVSE") and the Electric Vehicle Supply Equipment Rider ("EVSE-R") tariffs.
- A-2. The installation costs on Page 6 of 6 of REL-1 and REL-2 only apply to the EVC tariff.

For an EVSE or EVSE-R installation, a customer (site host) will incur installation costs related to making its chosen site ready to receive electric service and to the actual installation of the electric vehicle charging station. The installation costs could range from \$3,000 to \$15,000 or more, depending upon the customer's premise, distance to available service, and preferred location of electric vehicle charging station.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 3**

**Witness: Rick E. Lovekamp**

- Q-3. Refer to the Application, pages 7-8, numbered paragraph 13. Beginning at the bottom of page 7, it states that “[m]oreover, as to the charging stations operating under Rider EVSE-R and Rate EVSE, station site hosts will pay all station installation costs when charging station is installed and will pay at least one-half of the cost of the charging station over the term of the service agreement.”
- a. Confirm that the tariffs are designed for the site host to pay one-half of the cost of the charging station over the term of the service agreement because the service agreement has a five-year term and the useful life of the charging station is 10 years. If this cannot be confirmed, explain.
  - b. Provide a copy of the intended service agreement and state whether the agreement will be uniform for all site hosts under the EVSE and EVSE-R tariffs.
- A-3.
- a. Yes. Statement above is confirmed.
  - b. See attached document that will be provided to each customer (site host). The agreement will be uniform for all site hosts under EVSE and EVSE-R tariffs.

## CONTRACT FOR ELECTRIC VEHICLE CHARGING STATION SERVICE EVSE ( R ) AND EVSE

	Customer	Account #	Work Request #	
Site Address:	Street Address	City	State	Zip Code
Mailing Address:	Street Address	City	State	Zip Code

This contract is made and entered into and between Kentucky Utilities Company ("Company") and the customer ("Customer") identified above. Company agrees to install appropriate electric charging equipment and to provide routine maintenance the electric vehicle charging station(s) ("Station") described below for Customer at the location designated above. If the Station is installed and maintained under Rate EVSE(R), the electricity that the Station uses will be billed under the same rate schedule that which the Company bills the Customer for electricity delivered to the point of delivery and will be reflected in the total amount of electricity delivered to that point. If the Station is installed and maintained under Rate EVSE, then the electricity that the Station uses is included in the monthly fee set forth in Rate EVSE. Customer agrees to receive, accept and operate Station and to pay for all fees and charges related to the Station and electric service provided to it in accordance with Company's rates, rules and regulations, as from time to time approved by and on file with the Public Service Commission of Kentucky. The term of this contract shall be for a period of five (5) years beginning on the installation date of the Station. At the end of this period, this contract shall continue in effect until terminated by either party by giving thirty (30) days prior written notice.

### Charging Stations

Rate Code	Station Mount (Wall or Bollard)	Station Type (Single or Dual)	Monthly Rate Each	Quantity	Monthly Rate

Total Monthly Cost of Stations

Customer's monthly bill will reflect the monthly tariff rate adjusted by the PSC approved credits or surcharges.

Prior to installation of service to the Station, Customer shall make ready all necessary electric connections including conduit. Company will be required to install conductor. If Customer cancels this contract prior to five (5) years from the date service is first provided to the Station, payment for the months remaining under the contract will be billed to Customer and will be due and payable on following month's bill. If Customer fails to make any payment due hereunder, Company may proceed with the collection thereof; and in addition Company may remove the Station from Customer's premises. If another party, acceptable to the Company, enters into a Contract with the Company agreeing to pay for service to and for the Station for the remainder of the term of this Contract, then Customer shall be relieved of future responsibility.

Customer hereby grants Company permission and customer shall provide a permit if required by law, to enter Customer's property for the purpose of installing, repairing, maintaining, replacing or removing the Station and all associated equipment and performing all



**Attachment to Response to PSC-1 Question No. 3(b)**

**Page 2 of 2**

**Lovekamp**

associated work. Customer understands and agrees that the Station installed under this Contract remain the property of Company. Customer agrees not to attach any object or to allow any object to be attached to the Station other than a licensed electric vehicle. Customer agrees to exercise proper care to protect the Station. Company may decline to install or remove Station and to provide service thereto in locations where, in Company's judgment, such equipment will be subject to unusual hazards or risk of damage. Customer agrees to be responsible for the cost of station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear.

Customer authorizes the Charging Station Provider to release directly to the Company any and all usage data from each station. Usage data does not include the identity of an individual station user.

CUSTOMER ACKNOWLEDGES THAT COMPANY HAS NO PRACTICAL WAY OF DETERMINING THE LOCATION OF UNDERGROUND LINES AND FACILITIES OWNED BY THE CUSTOMER (E.G., WATER AND SEWER LINES, FIRE ALARM LINES, SPRINKLER SYSTEM LINES, ETC.). UNLESS CUSTOMER ACCURATELY COMMUNICATES TO THE COMPANY IN WRITING OR PHYSICALLY MARKS THE LOCATION OF SUCH LINES, CUSTOMER HEREBY RELEASES AND INDEMNIFIES THE COMPANY FROM AND AGAINST ANY DAMAGES OF ANY NATURE WHATSOEVER WHICH ARISE IN CONNECTION WITH THE COMPANY MAKING CONTACT WITH OR DAMAGING SUCH LINES.

KENTUCKY UTILITIES

CUSTOMER \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Official Capacity

PRINT NAME OF SIGNER

\_\_\_\_\_

Official Capacity

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 4**

**Witness: David E. Huff**

- Q-4. Refer to the Application, Exhibit 1, proposed Electric Vehicle Charging ("EVC") tariff. State whether the terms and conditions of the EVC tariff will be posted at the charging stations. If not, explain why they will not be posted.
- A-4. No, the terms and conditions of the EVC tariff will not be posted at the charging station.

In accordance with Commission regulations, the EVC tariff will be available for inspection at all Company business offices and will be accessible from the Companies' corporate website. Furthermore the charging station's display screen will provide the corporate website address where the end users can access the terms and conditions.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 5**

**Witness: Rick E. Lovekamp**

- Q-5. Refer to the Application, Exhibit 2, the letter containing Mr. John Spanos's recommendation for the depreciation rate for charging stations, which refers to "the estimates of comparable facilities within the industry." Provide a list of the comparable facilities referenced which includes the depreciation rates for those facilities, and which identifies whether those rates were developed by Mr. Spanos or his firm.
- A-5. Mr. Spanos has advised the Company that he has visited and reviewed a handful of Electric Vehicle Charging Stations owned by other utilities, all of which were recently placed into service or are soon to be placed into service. The charging stations referenced are located all across the United States. The average lives recommended in each of those instances ranged up to 10 years depending on the type of station. The overall rates ranged from 10% to 21%. Each of these estimates was developed by Mr. Spanos or his firm with the assistance of utility personnel, however, surveys from the AGA/EEI Accounting Committee also support lives around 10 years.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 6**

**Witness: David E. Huff**

- Q-6. Refer to the Application, Exhibit 3, the Huff Testimony. Page 3, lines 7 and 8, indicate that the Companies have been approached by customers and local governments about offering charging stations for electric vehicles. Provide detailed information quantifying the number of inquiries per year, how many of the inquiries were from individual vehicle owners, potential charging station owners, and local governments, and the specific nature of the interest expressed.
- A-6. All inquiries were informal and made in conversations with employees of the Companies. The Companies have not received any formal or written inquiries. They did not collect or maintain records on these informal inquiries and are unable to provide any additional information about these inquiries.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 7**

**Witness: David E. Huff**

- Q-7. Explain whether one site host can request multiple charging stations at a particular location.
- A-7. Yes, the customer (site host) can request multiple charging stations at a particular location under Rider EVSE-R or Rate EVSE.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 8**

**Witness: David E. Huff**

- Q-8. Refer to the Huff Testimony, page 6.
- a. Line 7 states that the Companies intend to offer Level 2 charging stations. Identify the different levels of charging stations available and explain why Level 2 charging stations were chosen.
  - b. Lines 8-9 state that a Level 2 station typically adds about 10 to 20 miles of range per hour of charging time. Confirm that the 10-20 mile range per hour is the total range added for each hour of charging at a Level 2 charging station. If this cannot be confirmed, provide the total range per hour of charging time for a Level 2 charging station.
  - c. Explain why the Companies are not proposing to install fast charging stations under the EVC tariff along interstates or major roadways.
  - d. Lines 14-20 discuss the request for proposals and the analysis performed in selecting ChargePoint, Inc. as the contractor to assist in matters related to the charging stations. Provide:
    - (1) the request for proposals issued in November 2014;
    - (2) the responses provided by the ten vendors; and
    - (3) the analysis that was performed which resulted in the selection of ChargePoint, Inc.
- A-8. a. There are currently 3 common charging levels available. They are:
- AC Level 1 Charging provides charging through a 120 volt (V) AC plug
  - AC Level 2 Charging offers charging between 208 V to 240 V
  - DC Fast Charging typically charges at 208/480 V AC three-phase input
- Source: DOE/Alternative Fuels Data Center (link:  
[http://www.afdc.energy.gov/fuels/electricity\\_infrastructure.html](http://www.afdc.energy.gov/fuels/electricity_infrastructure.html))

Level 2 charging stations were chosen for several reasons, including:

- Cost of station equipment and installation. From the RFP responses, the equipment only price of a DC Fast charging station was over 350% of Level 2 station equipment.
  - Most widely deployed technology in public charging stations across the U.S.
  - The connector is Standardized (SAE J1772) which allows all EV vehicles to obtain a charge.
- b. At a Level 2 charging station, the station adds approximately 10 to 20 miles of range per hour of charging time. Source: DOE/Alternative Fuels Data Center (link: [http://www.afdc.energy.gov/fuels/electricity\\_infrastructure.html](http://www.afdc.energy.gov/fuels/electricity_infrastructure.html))
- c. The Companies are not proposing to install fast charging stations because:
- The connector is not standardized, as there are currently three different, and competing, technologies in the market.
  - Significantly higher cost of station equipment and installation. (See answer to 8a above)
- d.
1. See the attached files for the issued RFP.
  2. All files are being provided on a CD-ROM. The information requested is confidential and proprietary and is being filed under seal pursuant to a Petition for Confidential Protection.
  3. All files are being provided on a CD-ROM. The information requested is confidential and proprietary and is being filed under seal pursuant to a Petition for Confidential Protection.



PPL companies

**Request for Proposal  
No. 3635**

**Supply and Provide Ongoing Technology support for the  
installation of Electric Vehicle Charging Equipment  
For  
LG&E and KU Services Company**

**CONFIDENTIAL INFORMATION**

This document, including any exhibits or attachments, is solely for use by employees of LG&E and KU Services Company and those employees or agents of suppliers invited to submit Proposals with a need to know. Not to be disclosed to or used by any other person without the express written consent of LG&E and KU Services Company

**Issued By:**

**LG&E and KU Services Company  
820 West Broadway  
Louisville, Kentucky 40202**

**Issue Date:  
November 17, 2014**

**Proposal Due Date:  
December 12, 2014**



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GENERAL SERVICES AGREEMENT

## 1 Introduction

### 1.1 Corporate Overview

Louisville Gas and Electric Company and Kentucky Utilities Company, part of the PPL Corporation (NYSE: PPL) family of companies, are regulated utilities that serve a total of 1.2 million customers and have consistently ranked among the best companies for customer service in the United States. LG&E serves 321,000 natural gas and 397,000 electric customers in Louisville and 16 surrounding counties. KU serves 543,000 customers in 77 Kentucky counties and five counties in Virginia. More information is available at [www.lge-ku.com](http://www.lge-ku.com) and [www.pplweb.com](http://www.pplweb.com).

### 1.2 Program Overview and RFP Goals

Louisville Gas and Electric Company (“LG&E”) and Kentucky Utilities Company (“KU”) (collectively “Company”) are seeking proposals from a third-party provider (“Supplier”) to supply, install and provide maintenance and ongoing technology support for electric vehicle charging stations.

The Company plans to purchase and have installed up to 20 Level 2 charging stations within its service territory (the preference is 10 for each utility, LG&E and KU).

The goal of this Request for Proposal (RFP) is to offer a contract to Supplier that can best meet or exceed the requirements of the scope of work at the highest quality standards and at the most competitive price.

### 1.3 Timetable

The following events are tentatively scheduled for this bid:

November 17, 2014	RFP Issued
December 5, 2014	All questions due by 12:00 p.m. EST.
December 12, 2014	Proposal Deadline by 5:00 p.m. EST.

**COMPANY RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE AT ANY TIME WITHOUT NOTICE.**

### 1.4 Confidentiality

This RFP is confidential and for the sole use of supplier’s preparation of a Proposal. By supplier’s acceptance hereof, supplier agrees:

- 1.4.1 Not to disclose, copy or distribute this RFP in whole or in part to persons other than supplier’s employees and agents who are authorized by nature of their duties to receive such information.
- 1.4.2 To return any Company confidential or proprietary materials upon Company’s request.
- 1.4.3 Not to use any information in this RFP or any other materials related to the business affairs or procedures of Company and of its affiliates for supplier’s advantage, other than in performance of this RFP.
- 1.4.4 Suppliers who intend to use subcontractors will be required to have such subcontractors execute non-disclosure agreements prior to work being done by subcontractor.
- 1.4.5 Suppliers who seek to negotiate possible sub-contract arrangements with Company’s existing subcontractors will be held accountable for any breach of the non-disclosure agreements that they have signed with Company

## 1.5 Disclaimer

This RFP is not an offer to enter into a Contract but is merely a request for the supplier to submit information. Expenses incurred in responding to this request are the responsibility of the supplier. All materials submitted become the property of Company. Company reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information. Company reserves the right to discontinue the RFP process at any time for any reason whatsoever. The finalist's response to this RFP will become part of the final contract if awarded. Wherever there is a conflict between supplier's responses to this RFP and the terms and conditions contained in any contract subsequently entered into by the parties, the terms and conditions of the contract shall prevail. Company has no obligation to disclose the results of the RFP process or to disclose why particular supplier(s) were selected to participate in the contract negotiations process.

## 1.6 Pre-bid Questions

All operational, technical, business and contractual questions regarding this RFP and the scope contained herein shall be submitted in writing via email. Questions shall be sent to Tony.moir@lge-ku.com no later than December 5, 2014, 12:00PM EST.

Specific details on Company's strategies will not be disclosed. Questions and answers/clarifications given to potential respondents on any aspect of this RFP will be published and distributed to all suppliers invited to submit information no later than December 8, 2014

## 1.7 Duration of Offer

Proposals must be valid for a minimum of 120 days following the submission of responses to this RFP.

## 1.8 Response Instructions

All Proposals must contain a table of contents delineating responses to each section. Proposals must be organized to include all responses including attachments as outlined in Section 3. Each section of your response must contain all items in the sequence identified. An authorized official must sign Proposals. The Proposal must also provide the names, titles, phone numbers, and email addresses of those individuals with authority to negotiate and contractually bind the company. Company may use this information to obtain clarification of information provided. Either notify or provide:

1. Notify Tony Moir via phone or email immediately if RFP contents are incomplete:  
  
Tony Moir  
Sourcing Leader  
LG&E and KU Services Company  
820 West Broadway  
Louisville, Kentucky 40202  
502-627-3428
2. All responses to this RFP must correspond with the sequence outlined in section 3, which includes attachments.
3. Responses should be in MS Office (Word/Excel/PowerPoint applications) in the sequence outlined shall be submitted. With the exception of insurance certificates, PDF files are not acceptable. Please keep the number of files on the electronic copy to a minimum.

4. You may submit additional information in a separate document, which you feel, may help Company evaluate your Proposal; however, it is understood that such information is not a replacement for any component of this RFP.
5. Fax responses will not be accepted.
6. No advance notification of Award will be given.

Responses to the RFP must be received no later than December 12, 2014 by 5:00 PM EST to be considered.

**The RFP responses should be emailed to:**

[BIDS@lge-ku.com](mailto:BIDS@lge-ku.com)

**Responses directed to any other email address will not be accepted.**

Any prospective supplier, who receives this RFP and either; chooses not to respond or; submits an incomplete Proposal, will be disqualified from consideration.

## **1.9 Disqualification**

Under no circumstances (except those noted above) are respondents to contact any Company employee with regards to this RFP or any of the information contained herein. Respondents are strictly forbidden from visiting Company locations or approaching any Company current provider or subcontractor for any information specific to the account. Violations of this provision will subject the respondent to immediate disqualification.

An evaluation committee will perform the evaluation of written Proposals. During this time, Company may initiate discussions with suppliers who submit responses or who are potentially submitting responses for the purpose of clarifying aspects of the Proposals; however, Proposals may be evaluated without such discussions. Suppliers shall not initiate discussions.

## **2.0 Business Purpose and Scope of Work**

**2.1** The objective of this program is to allow Company customers (Station Host) the ability to request the installation of a Level 2 charging station (“Station”) at their preferred site. The purpose of this RFP is to gather competitive pricing proposals for the purchase and installation of the Level 2 Electric Vehicle charging station equipment and other related services and equipment. Additionally, the Company seeks pricing for any ongoing support, service and maintenance the Stations.

As part of an agreement with Station Hosts, the Company, Contractor and the Station Host will work to install and connect a charging station and any and all supportive equipment at a site deemed viable by Company personnel. It is expected that fees collected by the utility from the EV driver will be:

- From monthly / annual subscriptions, AND / OR
- From a per charge fee via credit card swipe that is TBD

2.1.1 Please provide your company’s recommendation or preferred solution as relates to the collection of fees paid for charging. Show any costs associated with this solution on the Excel Pricing Template.

**2.2** Please provide the following information regarding your company:

- 2.2.1 Briefly describe your company and any pertinent qualifications.
- 2.2.2 Describe your experience and history of EVSE product development and/or installation(s) including the number of installations in the United States and Europe.
- 2.2.3 Describe any experience with other products that may be relevant to the EVSE product development.
- 2.2.4 Current levels of staffing.

**2.3 Equipment Capabilities**

- 2.3.1 Please describe any special functionality / features of the product(s) related to customer interaction, such as indicator lights, buttons, start/stop notifications, resets, finished notification, etc.
- 2.3.2 Does product include built-in software with internet functionality to communicate charging information/statuses? If so, please describe this and any other communication protocol options that exist.
- 2.3.3 Can your equipment interface with any existing third party “vehicle to grid” or demand response software products? If so, please identify and provide appropriate licensing requirements / costs if available.
- 2.3.4 Can your system interface with any commercially available “status” networks? If so, please describe.
- 2.3.5 Does your product include a web portal for the utility and/or electric vehicle owner / customer. If so, describe the requirements and costs for this functionality.
- 2.3.6 Please provide pertinent information related to the quality / tolerances of energy measurement hardware. Please describe any terms such as “utility grade” if used and if a simple energy data logger (not necessarily billable) is also an option. Please identify the industry metering standards that the product meets and any testing results to verify this compliance.
- 2.3.7 Please indicate any payment mechanisms that may be associated with this product(s) including direct “point of use” payment systems, subscription models, or others. Can “non-subscribers” utilize the product with just a credit card.
- 2.3.8 Please indicate if there is a user access/security system such as RFID that is available to limit access only to authorized users.
- 2.3.9 Can you offer a turnkey installation service? Please include installation details and price quotes if published. What would be required from the Company for the contractor to successfully install the stations? Estimated timeline for installs?
- 2.3.10 Describe the modularity of design for easy upgrade as standards change:

- 2.3.10.1 Software/Communication
- 2.3.10.2 Physical construct of product
- 2.3.10.3 “Over the air” upgrade options

## **2.4 Equipment Availability and Lead Times**

Understanding the lead times involved from the time an order is placed by the Company until the Station is installed and ready for use is important.

Please discuss your company’s equipment availability.

Please discuss delivery lead times for all the equipment.

## **2.5 Branding**

Provide examples of how you would propose branding the stations and what would be required by the Company to successfully brand the Stations.

## **2.6 Warranty and Station Host Service**

2.6.1 Bidders must provide, in their response, their Product warranties. Bidders must clearly state what warranty protection is given to Company. Does your Company offer an extended warranty on the equipment? If so please provide the cost on the pricing template.

2.6.2 The bidder must provide a documented process for any Station Host calls and complaints. This should include contact information such as an address and telephone number. In the event that the bidder does not have customer service capability they should document the claims procedure Company will follow to support a customer’s warranty rights.

## **2.7 Service and Maintenance**

Describe any and all ongoing maintenance requirement(s) for product and what, if any, role your company may offer in troubleshooting and maintenance and the pricing around this additional offering if applicable.

## **2.8 Standards**

Please provide specifications / certifications for equipment:

- 2.8.1 Is the equipment certified with a UL listing?
- 2.8.2 Does it fully comply with SAE J-1772 standards?
- 2.8.3 Does it comply with applicable NEC codes? Please identify.
- 2.8.4 Will your product be J -2836 compliant?
- 2.8.5 Will your Level 2 product also include the option for a standard NEMA 5-20 electrical outlet for Level 1 charging.
- 2.8.6 Please provide information about any other standards used or anticipated.

## **3.0 Reporting**

It is requested that a description of any reporting capabilities from the network service plan (i.e. from a usage or payment perspective) be provided.

Please describe any reporting that your company can provide related to installation timelines, customer calls (for service), maintenance and support issues, etc.

#### **4.0 Summary of RFP Requirements**

All Proposals must include the following to be considered complete:

- 4.1 Excel Pricing template completed
- 4.2 All requested information provided for 2.0 and 3.0
- 4.3 If the bidder is using a third party for any of the services this should be stated and details provided.

### **5 Company Information and Sequence of Proposal**

#### **5.1 Conditions of Bid**

In submitting a response to this RFP, respondent acknowledges and accepts the following conditions by initialing each sub-paragraph in Attachment A.

Any firm doing business with Company may be required to meet Company's supplier certification requirements. If you have questions regarding the certification process contact Tony Moir at 502-627-3428 or [tony.moir@lge-ku.com](mailto:tony.moir@lge-ku.com).

Company will provide the successful bidder a contract document for review and comment prior to the Company and Contractor executing any contract agreement.

#### **5.2 Bidder Contact Information**

In Attachment B, please provide contact information of the authorized person making this Proposal whom Company should contact in the event of questions or clarifications.

#### **5.3 Company Profile**

Briefly complete your company profile information as listed in Attachment C and include a copy of your current insurance certificate. Also provide a separate Attachment C and insurance certificate for each subcontractor included in your Proposal.

#### **5.4 Support for Minority and Women-Owned Businesses**

It is Company's policy to promote and increase participation of MBE/WBE's in its purchasing and contractual business. Maximum practicable opportunity shall be given to MBE/WBE's to participate as Company suppliers, but in order to achieve this goal Company encourages additional opportunities for MBE/WBE's by requiring participation plans from suppliers who are not MBE/WBE firms. In Attachment C, please indicate which business classification your company falls into. A description of each business classification is provided. If your firm currently or intends to use minority sub-contractors or suppliers in the performance of this work, please indicate so in the space provided on Attachment D.

#### **5.5 Use of Union Labor**

Also in Attachment C, please indicate whether your company will use union or non-union labor.

## **5.6 Bid Clarifications and/or Exceptions**

Your Proposal shall conform to in all respects with the applicable specifications, terms and conditions referred to in this RFP and the attached proposed contract, including the General or Professional Services Agreement. Submission of a Proposal constitutes your company's commitment that it can provide the services in this RFP and acceptance of the General or Administrative Services Agreement. An inability to provide an individual service(s) will not eliminate your firm from consideration. Any deviations from or exceptions to this RFP and the attached contract shall be clearly stated in your Proposal using the form titled "BID CLARIFICATIONS AND/OR EXCEPTIONS" in Attachment E. If there are not such exceptions, please state so. An award of a contract will not take place until there are executed terms and conditions between the parties. If a contract is awarded, any exceptions taken after announcing the award will not be considered.

## **6.0 Pricing**

### **PRICING AND FEES SHALL BE SUMMARIZED IN ATTACHMENTS E**

The price shall be firm for the duration of this contract. Identify assumptions made regarding Company's environment that would impact the cost. The bid price(s) shall include all costs to bidder, including taxes (if applicable) and profit.

All final pricing agreed to in the contract will be based on an understanding of how all costs are derived.

Company makes no guarantee or promise as to the amount of work to be performed under the proposed Contract, nor does it convey an exclusive right to the Contractor to perform work of the type or nature set forth in the proposed Contract.

## **7.0 Other Services**

### **7.1 Alternative Processes and Methods**

Please provide any relevant information regarding recommendations to deliver services/products as detailed herein in a different manner than is specified. Clearly demonstrate the quantity of the benefit derived and limitations from alternate solutions as proposed either in functionality, service level, or cost savings.

### **7.2 Additional Services**

Please provide detail on any additional or unique services provided by your organization. Generic information without detail will be excluded from the analysis. Any fees associated with any extraordinary services should be clearly listed separately as an appendix to your Proposal.



**Attachment A**  
**CONDITIONS OF BID**

In submitting a response to this RFP, respondent acknowledges and accepts the following conditions, and makes the following representations. **Please initial (blue ink) each sub-paragraph in each box below in your response.**

- A-1 **Ownership of Proposals** – All Proposals in response to this RFP are to be the sole property of Company, Louisville, Kentucky.
- A-2 **Oral Contracts** – Any alleged oral Contracts or arrangements made by a respondent with any employee of Company will be superseded by the written Contract.
- A-3 **Amending or Canceling Request**- Company reserves the right to amend or cancel this RFP, at any time, if it is in the best interest of Company
- A-4 **Rejection for Default or Misrepresentation** – Company reserves the right to reject the Proposal of any supplier that is in default of any prior contract or for misrepresentation.
- A-5 **Clerical Errors in Awards** – Company reserves the right to correct inaccurate awards resulting from its clerical errors.
- A-6 **Rejection of Qualified Proposals** – Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
- A-7 **Presentation of Supporting Evidence** – If requested, respondent(s) shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the Proposal.
- A-8 **Consistency in Submissions** – The hardcopy submission of the Proposal will prevail in the case of a discrepancy between the electronic and hardcopy version of the documents.
- A-9 **Changes to Proposals** – No additions or other changes to the original Proposal will be allowed after submittal. While changes are not permitted, clarification at the request of Company may be required at the sole expense of the respondent.
- A-10 **Collusion** – In submitting a Proposal, the respondent implicitly states that the Proposal is not made in connection with any competing respondent submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.
- A-11 **Costs** – Company shall not be liable for any cost incurred by the respondent in the preparation of this RFP.
- A-12 **Subcontractors** – The use of subcontractors must be clearly identified and explained in the Proposal. The prime contractor shall be wholly responsible for the performance of the contract in its entirety whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The prime contractor shall indemnify and hold Company harmless from any and all activities related to the services provided by the subcontractor(s) under this contract.
- A-13 **Legal Compliance**- In submitting a Proposal, the respondent warrants that it is legally authorized to do business in the state of Kentucky, is in compliance with all applicable laws and regulations, is not prohibited from doing business with Company by law, order, regulation, or otherwise, and the person submitting the Proposal on behalf of the supplier is authorized by the supplier to bind it to the terms of the Proposal.

**Attachment B**  
**BIDDER INFORMATION**

- A. BIDDER'S COMPANY NAME \_\_\_\_\_
- B. BIDDER'S MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_
- C. BIDDER'S PHYSICAL ADDRESS(if different from above) \_\_\_\_\_  
\_\_\_\_\_
- D. PRIMARY CONTACT NAME \_\_\_\_\_
- E. TELEPHONE NUMBER \_\_\_\_\_
- F. ALTERNATE PHONE NUMBER \_\_\_\_\_
- G. FAX NUMBER \_\_\_\_\_
- H. EMAIL ADDRESS \_\_\_\_\_
- I. RFP # \_\_\_\_\_
- J. DUN & BRADSTREET NUMBER \_\_\_\_\_
- K. TAX IDENTIFICATION NUMBER \_\_\_\_\_
- L. AGE OF COMPANY \_\_\_\_\_
- M. SIZE OF COMPANY, INCLUDING THE NUMBER OF EMPLOYEES  
Revenue \_\_\_\_\_  
Employees \_\_\_\_\_
- N. PROVIDE A CURRENT CERTIFICATE OF INSURANCE
- O. RECENT OR PENDING MERGERS, ACQUISITIONS OR IPO'S \_\_\_\_\_

**Attachment C  
BUSINESS CLASSIFICATION**

Identify which category(s) your company falls into (see following page for classification definitions). Attach any certificates verifying your company as a Small Business, Small Disadvantaged Business, Minority Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE), Disabled-Owned Business, Veteran-Owned Business.

- \_\_\_\_\_ Large Business – Over 500 people or dominant in field
- \_\_\_\_\_ Small Business – Less than 500 people and not dominant in field
- \_\_\_\_\_ Small Disadvantaged Business – Less than 500 people, not dominant in field and meeting criteria on next page
- \_\_\_\_\_ Minority Business Enterprise
- \_\_\_\_\_ Woman-Owned Business Enterprise
- \_\_\_\_\_ Disabled Owned Business
- \_\_\_\_\_ Veteran Owned Business

**USE OF UNION LABOR:**

\_\_\_\_\_ **Non-Union Labor will be used.**

\_\_\_\_\_ **Union Labor will be used**  
**(List any and all local unions involved and labor contract expiration dates)**

\_\_\_\_\_ **Local No.** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_

\_\_\_\_\_ **Local No.** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_

\_\_\_\_\_ **Local No.** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_

**Please indicate any MBE/WBE firms which you intend to use as subcontractors or suppliers as part of your Proposal.**

**BUSINESS CLASSIFICATION DESCRIPTIONS**A) Small Business

Defined as a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121 (see 19.102). Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

GSA (General Services Administration) Federal Acquisition Regulation (FAR) Part 19

B) Small Disadvantaged Business

Defined as a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals, This term also means small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned by one of these entities, that has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and that meets the requirements of 13 CFR 124.

GSA (General Services Administration) Federal Acquisition Regulation (FAR) Part 19

C) Minority Business Enterprise

Defined as a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. "Minority group members:" are U.S. citizens who are African-American, Hispanic American, Native American, Asian-Pacific American, and Asian-Indian American. "Ownership" by minority individuals means business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily business operations are controlled by those minority group members.

KMSDC (Kentucky Minority Supplier Development Council)

D) Woman-Owned Business

Defined as a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means being actively involved in the day-to-day management.

GSA (General Services Administration)

E) Large Business

Defined as more than 500 employees.

GSA (General Services Administration)

**Attachment D**  
**BID CLARIFICATIONS AND/OR EXCEPTIONS**

1. Bidder offers the following clarifications and/or exceptions taken to any requirement or provision of this RFP and any proposed modifications or replacement language for each clarification or exception (If none, so state.):

**Bidder understands that unless itemized above, no other clarifications or exceptions to this Request for Proposal are taken by the Bidder.**

## **Attachment E**

### **PRICING SUMMARY**

Please provide a summary of your pricing proposal for all services related to the delivery of your solution. Pricing shall be submitted on the Excel Pricing Template.

**Please use the Excel file template provided with the RFP to assist the Company in its RFP evaluation of product and price comparisons.**

**Should all costs that would be incurred by Company not be on the template please add rows with description for those costs.**

# LG&E and KU Services Company CONTRACTOR / SUBCONTRACTOR SAFETY POLICY

PURCHASE ORDER #: \_\_\_\_\_ CONTRACT JOB #: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
(AUTHORIZED CONTRACTOR/SUBCONTRACTOR REPRESENTATIVE)

## **1. Contractor / Subcontractor Safety Policy**

### **General**

**LG&E and KU Services Company, is committed to safety excellence and in providing a safe and healthful work environment for anyone working on our property. The personal safety and health of each employee, contractor and the safety of the general public are of primary importance to LG&E and KU Services Company. Accordingly, there is no job so important that safety policies and procedures or legal obligations are compromised.**

**This Policy does not replace the Contractor's/subcontractor's ("Contractor") existing safety and health program(s), provided that their program(s) meet or exceed these and any additional site specific minimum requirements. Contractor's employees not following this Policy will be subject to removal from the job site.**

**The Contractor is required to comply with all federal and state safety laws and all provisions of the LG&E and KU Services Company, Health & Safety Manual. The Contractor is responsible for conducting its work and activities safely. LG&E and KU Services Company expect and require that you continuously update your employees with respect to safety issues relevant to the work and to take immediate corrective action when your employees violate safety rules or procedures.**

**It is the responsibility of Contractors' construction managers, superintendents, safety representatives and foremen/supervisors to ensure workers under their supervision maintain safe work areas and perform their tasks in a safe manner. It is also the responsibility of each worker to follow every precaution and LG&E and KU Services Company safety rule and Policy to protect them and their fellow workers.**

**Contractors are responsible for ensuring that any subcontractors working under their purview are held to the same performance expectations, and therefore this Policy, as the contractor themselves.**

## **2. Scope**

## General

This Policy applies to all construction activities performed for LG&E and KU Services Company by Contractor's employees or employees of the Contractor's subcontractors. Construction activities may originate from construction contracts, service contracts, purchase orders, or in-house work orders. This Policy is in addition to the requirements of the General Services Agreement or other contract under which the Contractor is performing construction activities.

### **3. General Safety Requirements**

1. Contractors will comply with all applicable federal and state regulations and the LG&E and KU Services Company safety rules and programs relevant to the work performed.
2. Contractors will ensure that any and all subcontractors working under their purview comply with all applicable federal and state regulations and the LG&E and KU Services Company safety rules and programs relevant to the work performed.
3. Contractors are responsible for their employees and any and all subcontractors working for them. Contractors are responsible for ensuring that the subcontractors follow all provisions of this document. Contractors are responsible for providing their employees, and subcontractors with all information provided by LG&E and KU Services Company regarding:
  - \* Occupational health and safety;
  - \* Federal, state and local environmental regulations including LG&E and KU Services Company environmental compliance policies and procedures;
  - \* Exposure to atmospheric health, serious physical or chemical hazards; and
  - \* Precautionary measures and procedures for performing the work.
4. All Contractors' employees, and any subcontractor employees, shall receive training under the LG&E and KU Services Company Contractor Health and Safety Passport Program.
5. The LG&E and KU Services Company Policy prohibits the Contractor's employees, agents or representatives from:
  - \* Consuming or possessing alcohol while on the LG&E and KU Services Company job sites, including the parking lots;
  - \* Reporting to perform work on the LG&E and KU Services Company job sites with unauthorized drugs on his/her person or while under the influence of drugs or alcohol;
  - \* Intentionally dumping unauthorized chemicals/materials into a sewer, waterway or on the ground;
  - \* Mishandling LG&E and KU Services Company waste;
  - \* Allowing employees to perform work that involves operating heavy equipment or working at elevations when using prescribed medication that can



cause drowsiness or otherwise impair the employee's ability to perform the work in a safe manner.

6. The following conduct is prohibited by the Contractor at and about LG&E and KU Services Company property:
  - \* Theft, horseplay, gambling, sabotage or attempted sabotage.
  - \* Threatening, intimidating or abusing employees, customers, vendors or guests of LG&E and KU Services Company.
  - \* Fighting, creating, or inciting a disturbance.
7. LG&E and KU Services Company has a tobacco policy that restricts tobacco and smoking-related products (cigarette, cigar, pipe, chewing tobacco, snuff, snus or e-cigarette) use to company designated areas. Other than such designated areas, tobacco and smoking related products use, and containers of expectorant/saliva associated with smokeless tobacco are prohibited in all administrative offices, buildings, company vehicles, and customer locations. Tobacco and smoking related product use is prohibited in customers' residences or places of business or any other location while interacting with customers on company business.
8. Attendance at job site safety meetings is required of the Contractor at the discretion of the LG&E and KU Services Company authorized representative. At least one representative of the Contractor will attend such job safety meetings.
9. Any Contractor's employee, who appears sick, extremely tired, or otherwise unable to perform his/her job in a safe manner will be reported to the Contractor's supervision for evaluation and possible removal from the job site.
10. Contractors are responsible for establishing control measures to protect their employees, subcontractors or workers under their control, from exposure to hazards (chemical, atmospheric health and physical) present at the job site.
11. The Contractor must provide electrical ground fault protection for employees using construction power (temporary branch circuits to include extension cords) through the use of approved ground fault circuit interrupters (GFCI). Additionally, Contractors must provide ground fault protection when using permanent facility power and using cord and plug equipment in wet or damp locations. Applies to 120-volt single phase 15 and 20-ampere receptacle outlets.
12. Contractor employees will work in full pants and shirts appropriate for the task being performed and in compliance with appropriate regulations. Shorts and tank tops are not allowed unless otherwise specified. (Some jobs will require wearing long sleeve shirts.)
13. Contractors shall not transport employees in the cargo bed of a truck or trailer.
14. All Contractors must receive authorization from the LG&E and KU Services Company authorized representative, before performing work in areas posted as **"DANGEROUS OR HAZARDOUS."**
15. Employees of **Resident Contractors**, defined as those Contractors with an annual contract and who provide day-to-day services for LG&E and KU Services Company,

shall be required to have a negative drug pre-test when hired and before reporting to work at an LG&E and KU Services Company site. All contract employees will be required by the Contractor to participate in a drug and alcohol testing program that randomly tests 5% of their employees monthly, while working on an LG&E and KU Services Company site.

If a Contractor brings “transient” workers on site for “plant outages”, “project work” or “major construction”, the transient workers shall be required to have a negative drug pre-test when hired and within 7 days before reporting to work at an LG&E and KU Services Company site. If a contractor sends one of their workers to another LG&E and KU Services Company site with no interruption of service, no pre-work drug test is required. If a worker reports to another LG&E and KU Services Company site with an interruption in service of thirty days or more, the worker shall be required to have a negative drug test before reporting to work at that site. All transient contractors are to be placed in a random testing pool and tested at a 10% monthly rate for the duration of the assignment.

#### **4. Specific Safety Requirements**

##### **Contractor Safety Qualification**

Contractor selection and ultimate certification shall include an evaluation of the Contractor's prior safety performance, current written safety programs, safety training, and qualifications of key Health & Safety (H&S) personnel to assure LG&E and KU Services Company that the Contractor is capable of meeting its safety performance goals. Employees of certified Contractors and any subcontractor employees shall undergo “Passport Training” for those designated as Industrial Workers prior to performing work at an LG&E and KU Services Company facility. This by no means will replace regulated compliance training for the work the contractor employee will be performing.

##### **Subcontractor Safety Qualifications**

Subject only to the specific exception stated below, any and all subcontractors used by a Contractor to perform work for LG&E and KU Services Company shall meet or exceed the following criteria:

- a) The subcontractor’s incident rates for the three (3) most recent calendar years do not exceed, in any one (1) year, the industry average, based on NAISC (or SIC), as published by the Bureau of Labor Statistics;
- b) The subcontractor has not experienced any employee fatality identified within any of the three (3) most recent calendar years’ statistics.

- c) The subcontractor has not received any citation, from OSHA, the Kentucky Public Service Commission or any other state agency regulating utilities in the most recent three (3) calendar years; and
- d) The subcontractor has a current Workers Compensation Insurance Experience Modification Rate (EMR) less than or equal to 1.0.

LG&E and KU Services Company may, at the sole option of such company, provided written authorization for the use of a subcontractor not meeting the above criteria; provided that such authorization must specifically identify how the subcontractor fails to meet the criteria and state additional protective measures the Contractor shall put in place in order to use such subcontractor. Such authorization may be withdrawn at any time for any reason.

The criteria stated above are minimum standards and Contractors using subcontractors shall seek out subcontractors with the highest safety performance available.

#### **Contractor On-site Health and Safety Representative**

The Contractor shall appoint a qualified on-site Health and Safety Representative, accepted by the LG&E and KU Services Company authorized representative, with the authority to enforce all of the safety requirements of this Policy, including implementation of the Contractor's Injury and Illness Prevention Program.

LG&E and KU Services Company authorized representative and H&S will make a risk-based decision as to the qualification level of the Contractor H&S representative. Requirements may range from a full-time on-site safety professional (Certified Safety Professional) to a craft supervisor or "person in charge" with competency as measured by experience training.

Whenever the Contractor has any employees or subcontractors on the job site, the Contractor must have a designated representative on the construction worksite that is knowledgeable of the project's hazards and has full authority to act on behalf of the Contractor. The Contractor's designated representative must make periodic observations of the construction worksite to identify and correct any instances of noncompliance with the project health and safety requirements.

## **Qualification Evaluation**

Based on the level of H&S qualification determined necessary by LG&E and KU Services Company, the Contractor shall submit documentation, for review and acceptance by LG&E and KU Services Company in support of the proposed designated representative. Suggested qualifications may include, but are not limited to:

- Professional certifications (CSP, CIH, ASP, etc.).
- Curriculum detailing work experience and EH&S responsibilities on projects of similar scope for the previous five years, at a minimum.
- Evidence of construction safety training such as the 10-hour or 30-hour OSHA training.
- Proof of “Competent Person” (as defined below) or “Qualified Person” (as defined below) status attained by the proposed on-site H&S representative.

## **Contractor Health and Safety Representative Responsibilities**

The Contractor H&S Representative shall:

- ❖ Assist in the development of the contractor’s safety plan and job site management system.
- ❖ Support training of contractor personnel.
- ❖ Evaluate the Contractor’s safety process continuously.
- ❖ Attend any pre-job meetings to discuss their site-specific safety plan.
- ❖ Conduct and formally document job briefings.
- ❖ Assist in the identification of jobs requiring a hazard analysis.
- ❖ Assist in evaluating potential subcontractors in accordance with this Policy.

## **Competent Person**

Each Contractor shall provide to LG&E and KU Services Company a written list of those persons designated as a Competent Person, who shall be available at the work site and capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to workers, and who has authorization to take prompt corrective measures to eliminate them. Persons shall be responsible for conducting periodic observations of the job sites, materials and equipment, and shall maintain the accident prevention program. Contractor shall ensure that each Competent Person listed has been trained in the following areas as applicable:

- Asbestos
- Cranes
- Confined Space
- Demolition
- Excavations
- Fall Protection
- Industrial Trucks
- Ladders
- Scaffold
- Steel Erection
- Tower Climbing

## **5. Health and Safety Management Plan**

Prior to commencement of contract work, the Contractor shall develop and submit to the LG&E and KU Services Company authorized representative a written Health & Safety (H&S) Management Plan on how the contract work will be completed without endangering the health and safety of those performing the work or anyone else working in the general area. The H&S Management Plan will be developed for the following higher risk contracts, including projects:

- ❖ All construction projects (new site and refurbishment)
- ❖ Contracts with an estimated value of \$250,000 and over
- ❖ Long term contracts (12 months and over)
- ❖ Contracts for which the Contractor will use subcontractors.
- ❖ Contracts that provide a service by performing **high risk\*** activities.
- ❖ Any other contracts at the discretion of the contract manager.

*\*High risk activities include but are not limited to:*

- ❖ *Electrical work requiring an Electrical Work Permit*
- ❖ *Asbestos removal*
- ❖ *Cooling tower maintenance*
- ❖ *Demolition*
- ❖ *Hot work in hazardous area*
- ❖ *Permit Required Confined Spaces*
- ❖ *Scaffolding*
- ❖ *Tank cleaning or testing*
- ❖ *Welding in hazardous areas*

- ❖ *Working at heights*
- ❖ *Work on telecommunications towers*
- ❖ *Work involving excavations to a depth of more than 4 feet*
- ❖ *Work involving the use of explosives*
- ❖ *Work on or near pressurized gas pipes*
- ❖ *Work over or adjacent to water*
- ❖ *Work involving diving*

The Health and Safety Management Plan shall contain at a minimum:

- ❖ The name of the On-site Health and Safety representative who is responsible for the implementation of their safety plan.
- ❖ LG&E and KU Services Company policy on environment, safety and health.
- ❖ LG&E and KU Services Company policy on substance abuse and testing policies if applicable.
- ❖ How and when each Contractor will conduct their job briefings.
- ❖ Provisions for conducting and documenting weekly job site safety audit/inspections by manager/supervisor level personnel.
- ❖ Training methods used to meet OSHA training requirements, and to ensure that safety program requirements are communicated to all Contractor personnel.
- ❖ Incident reporting, first aid, and emergency procedures.
- ❖ List of all Competent Persons overseeing those tasks in which OSHA requires such person(s), such as excavation, asbestos abatement and scaffolding.

Subcontractors shall be held to the same level of performance as the Contractor's written H&S Management Plan. The Contractor shall submit written documentation for its subcontractors that demonstrates how their subcontractors shall meet compliance with the site safety plan.

## **6. Hazard Analysis**

Contractor shall complete a "Contractor Safety Management / Project Specific Hazard Analysis" \* and a "Contractor Hazard Mitigation Plan"\*. These documents shall be submitted to the LG&E and KU Services Company authorized representative prior to the initiation of any work. In addition, a "Quality Assurance Closure Form for Contractors"\* shall be completed and submitted to the LG&E and KU Services Company authorized representative at the completion of the project.

*\* The Hazard Analysis, Mitigation Plan and Closure Form is presented during the Contractor Passport Train-the-Trainer session.*

All Contractor and subcontractor personnel scheduled to work in the activities identified, shall receive safety training in those activities prior to working on them. (A safety toolbox meeting would be an acceptable forum to meet this requirement). The Contractor shall maintain proof of employee training, and shall make available such proof upon request. Note: This by no means shall replace their regulatory compliance training.

### **Hazard Analysis Requirements**

A hazard analysis shall be written based on the following conditions:

- ❖ All major outage work
- ❖ Special Projects
- ❖ Jobs with the highest injury or illness rates
- ❖ Jobs with the potential to cause severe or disabling injuries or illness, even if there is no history of previous accidents
- ❖ Jobs complex enough to require written instructions
- ❖ At the discretion of the LG&E and KU Services Company authorized representative

## **7. Engineered Protective Systems**

The Contractor shall submit for review to the LG&E and KU Services Company authorized representative such safety system that is required by regulation to be designed by a registered professional engineer. This review is solely to verify that the Contractor has had the required protective systems prepared and stamped by a registered professional engineer.

LG&E and KU Services Company review of any documents showing the design or construction of protective systems for worker and property protections shall not relieve the Contractor of its obligations to comply with applicable laws and standards for the design and construction of such protective work. Contractor shall indemnify and hold harmless LG&E and KU Services Company and their engineering personnel from any and all claims, liability, costs, actions and causes of action arising out of or related to the failure of such protective systems. The Contractor shall defend LG&E and KU Services Company, its officers, employees and agents including without limitation engineer personnel, in any litigation or proceeding brought with respect to the failure of such protective systems.

The cost of required safety engineering services required for safety and protective systems shall be borne solely by the Contractor and shall be deemed to have been included in the amount bid for the work as stated in the contract.

## **8. Safety Training and Education**

Contractor shall ensure that its workforce is compliant trained and qualified to perform the work. Contractor shall ensure that all subcontractor employees demonstrate the same level of competence.

### **Site Orientation**

All Contractors / subcontractors shall undergo an LG&E and KU Services Company “site specific” training/orientation prior to engaging in work activities at a generating station. In addition, Contractors that conduct work at LG&E and KU Services Company generation facilities that process ammonia shall also undergo an ammonia awareness training/orientation prior to conducting work.

Contractor employees conducting work in a substation must first complete a Substation Entry training program.

### **Contractors Pre-job Orientation**

Contractor shall require and administer a pre-job orientation to its employees and all subcontractor employees prior to engaging in work activities. Contractor shall maintain on the work site a detailed outline of the orientation and a signed and dated roster of all employees who have completed the orientation. The orientation shall address the following elements at a minimum:

- ❖ Employee rights and responsibilities
- ❖ Authority and responsibility to issue Stop Work Order
- ❖ Alcohol and drug abuse policy
- ❖ Contractor’s disciplinary procedures
- ❖ First aid and medical facilities
- ❖ Hazard recognition and procedures for reporting or correcting unsafe conditions or practices
- ❖ Procedures for reporting accidents and incidents
- ❖ Hazard Communication Program
- ❖ Access to employee exposure monitoring data and medical records
- ❖ Protection of the environment, including air, water, and storm drains from construction pollutants
- ❖ Location of and access to reviewed Health & Safety Management Plan, Project Specific Hazard Analysis, and Hazard Mitigation Plan.
- ❖ Location and contents of required postings

### **Daily Job Briefings**

Contractors shall ensure that all of their personnel (employees and sub-contractors) on the job site receive the daily Job Briefing before they start each job. Job Briefings shall discuss, at a minimum, the hazards associated with the job; work procedures involved;



special precautions; energy source controls; and personal protection equipment requirements. This job briefing shall be conducted by the contractor's person in charge. Should the scope of the work change, than another job briefing shall be conducted.

## **9. Emergency Procedures**

An emergency is any situation that poses an immediate threat to life or property. Each Contractor shall maintain one person currently qualified in CPR and First Aid on site at all times. Refer to the site orientation, or the LG&E and KU Services Company authorized representative for specific information for handling of a life threatening or other serious injury, fire, etc. Following the occurrence of an emergency, the contractor shall ensure that all proper incident reports are completed and distributed, and that the LG&E and KU Services Company authorized representative is notified immediately.

### **Incident Reporting**

In the event a job site accident occurs, the Contractor shall immediately implement controls and restrictions on the accident site to ensure the site remains undisturbed until released by the LG&E and KU Services Company authorized representative. All accidents shall be reported to the LG&E and KU Services Company authorized representative immediately after the site is secured. A written incident report shall be furnished within the same day of the incident. A job site accident would include, but not be limited to a fire, explosion, equipment failure, release or exposure to toxic liquids, fumes or vapors, etc.

### **Near Miss / Injury-free Event**

It is the responsibility of the Contractor, to complete all near miss investigations, and to report these occurrences with recommendations / implementation of corrective actions. The report is to be submitted to the LG&E and KU Services Company authorized representative within 24 hours.

### **Medical Treatment Event**

The Contractor shall report all accidents (either occupational injury or illness) requiring medical treatment, as soon as possible, but no later than the end of the work shift, to the LG&E and KU Services Company authorized representative along with a copy of the first report of the injury. Serious injuries (defined as an injury that would require off site medical attention) shall be reported within 15 minutes, even during off shifts. (Review project specific emergency notification procedures.)

### **Fatality**

It is the responsibility of the Contractor to immediately notify LG&E and KU Services Company should a fatality occur. It is the responsibility of the Contractor to notify the Kentucky Occupational Safety & Health, Division of Compliance within the appropriate Kentucky notification periods.

### **Stop Work Order**

A stop work order must be given when imminent danger is identified or where significant damage to equipment or property or environmental degradation could occur if the operation continued. Any employee of a Contractor that observes an imminent-danger situation is responsible for stopping the work and reporting it to their supervisor. When a stop work order is issued, only those areas of a construction project immediately involved in the identified hazardous situation are to be included in the order.

Immediately after stopping work, the person issuing the order, or their supervisor, must report to the LG&E and KU Services Company authorized representative of their action. Work shall not resume until the LG&E and KU Services Company authorized representative has agreed that the imminent danger has been eliminated.

## **10. Hazard Specific Requirements**

The Contractor will ensure that their employees (and all subcontractor employees) are properly equipped and trained to comply with the LG&E and KU Services Company standards and federal and state regulations; including but not limited to the following:

**Asbestos**

**Blasting and the use of explosives**

**Chemical Safety/Hazard Communication**

**Commercial Diving Operations**

**Confined Space Entry**

**Control of Energy Sources (Lockout/Tagout)**

**Crane Operations, including rigging**

**Electrical**

**Fall Management** (personal fall arrest systems, scaffolding, walking & work surfaces, ladders and floor & wall openings)

**Hazardous Waste and Chemical Spills**

**Hot Work**

**Personal Protective Equipment (PPE)**

**Powered Industrial Trucks**

**Trenching**

## **11. Enforcement**

The Contractor is responsible for the health and safety of its employees and any subcontractor employees under their control. Enforcement of this Policy, as well as other recognized safety requirements, is the responsibility of the Contractor. The evaluation does not constitute acceptance of the Contractor's safety programs or work practices nor,

in any way relieve a Contractor of full responsibility for meeting all appropriate OSHA regulations to ensure the safety of its employees.

Whenever there is a jurisdictional question of which standard will apply, the most stringent safety practice will take precedence. The Contractor must document exceptions and attach them to this form. Contractors and their employees who do not follow this Policy are subject to removal from the worksite as well as being banned from future LG&E and KU Services Company projects/contracts.

LG&E and KU Services Company reserve the right to evaluate the safety of Contractor's work practices to determine if they meet LG&E and KU Services Company standards and state/ federal regulations. In addition to the audit rights under the applicable contract LG&E and KU Services Company reserve the right to audit any and all documents (job briefings, audits, etc.) at anytime during the course of the work.

## **12. LG&E and KU Services Company Safety and Health Issues**

Contract work may involve use, handling, storage, or work in vicinity of *hazardous chemicals or materials*. (Concerns are Hazard Communication...spill prevention/response).

Contractor may perform work (operation, maintenance or emergency response function) as necessary.

Contractor may perform *hot work* (e.g. welding, torch cutting, brazing, etc.)

Contract may require Contractor to work in or near *confined spaces*.

Contract work may require using/working under clearance procedures for the control of hazardous energy (*lockout/tagout*).

Contract may involve work on an uncontrolled hazardous substance site, Superfund site, or other contaminated site that could trigger Hazardous Waste Operations and Emergency Response (*HAZWOPER*) planning and training requirements. (Ref: CERCLIS List)

Contract work may involve application, handling or disturbance of *lead, cadmium and/or zinc chromate containing materials*. An example would be the removal of *toxic surface coatings* (i.e. paint).

Contract work may involve handling, disturbance, abatement or work around *asbestos containing materials* (ACM).

Contract work may involve application of *pesticides, herbicides, etc.*

## **13. Hazardous Chemical Communication**

The following is a list of Hazardous Chemicals and atmospheric contamination that may be encountered at LG&E and KU Services Company sites. It should in no way be deemed as the only contamination that could be encountered at LG&E and KU Services

Company sites. Always be aware of the contamination that could be encountered and become familiar with their Material Safety Data Sheets.

<u>Chemical Name</u>	<u>Formula</u>	<u>Trade Name</u>	<u>Description/ Target Organ</u>
Anhydrous Ammonia	NH <sub>3</sub> (99-100%)		Liquid colorless gas or compressed liquid with extremely pungent odor. Targets eyes, skin and respiratory system.
Arsenic	AS	Organic Arsenic	Targets skin, kidneys, liver and resp. system.
Asbestos		Hydrated Mineral	Fibers found in insulation, gaskets, packing, vinyl asbestos flooring, roofing, and other materials. Targets respiratory system. Can cause lung cancer.
Carbon Dioxide	CO <sub>2</sub>	Carbonic Acid Gas Dry ice	Targets respiratory system and cardiovascular system
Carbon Monoxide	CO	Flue gas/Monoxide	Colorless, odorless gas. Targets lungs, blood, can be immediately fatal.
Chromium Hexavalent	Cr(VI)	Hexavalent Chromium	Metal that targets the respiratory tract, skin and eyes. Irritant.

Hydrogen Sulfide	H <sub>2</sub> S	Sewer gas Hydrosulfuric Acid	Colorless gas with strong rotten egg odor, quick loss of sense of smell, can be immediately fatal.
Hydrogen	H <sub>2</sub>	Liquid Gas	Colorless, odorless, targets eyes, skin respiratory system
Lead	Pb	Lead metal	Heavy soft gray metal. Targets eyes, kidneys and blood.
Ozone	O <sub>3</sub>	Triatomic Oxygen	Colorless, targets eyes and respiratory sys.
Sulfur Dioxide	SO <sub>2</sub>	Sulfuric Acid	Targets eyes, skin, and respiratory sys.

#### **14. Definitions**

**Competent Person:** means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to workers, and who has authorization to take prompt corrective measures to eliminate them.

**Qualified Person:** is one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to subject matter, the work, or the project.

I have read the LG&E and KU Services Company Contractor Safety Policy as outlined above and I understand and agree to abide by the requirements set forth therein; and confirm this by signing below.

CONTRACTOR SENIOR MANAGER: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Contractor Code of Business Conduct

This LG&E and KU Services Company (a Kentucky corporation) Contractor Code of Business Conduct (“Code”) is incorporated by reference into the General Service Agreement or other agreement between you as the contractor (“Contractor”) and LG&E and KU Services Company and/or one of its affiliates Kentucky Utilities Company, and Louisville Gas and Electric Company (collectively the “Company”). This Code sets minimum standards for Contractor’s conduct in the areas addressed. Contracts between Company and Contractor may provide for standards exceeding the standards of this code.

### Observance of Laws

Contractor shall fully comply with the provisions of all federal, state and local laws, regulations and ordinances applicable to its activities performed for the Company or any goods or services provided to or on behalf of the Company, including without limitation, all applicable laws, regulations and ordinances pertaining to occupational health and safety and environmental protection.

### Bribes and Kickbacks

Contractor may not under any circumstances accept or pay bribes, kickbacks or other similar compensation or consideration in any way relating to the Company or any activity for or on behalf of the Company.

### Dishonest and Fraudulent Activity

Contractor shall not engage in or allow its employees to engage in dishonest acts or fraudulent activity in connection with or in association with the Company’s business. For purposes of this policy, the definition of a dishonest act or fraudulent activity includes but is not limited to:

1. An intentional or deliberate act to deprive the Company or any person of something of value, or to gain an unfair benefit using deception, false suggestions, suppression of truth, or other unfair means which are believed and relied upon.
2. A dishonest act or fraudulent activity may be, but is not limited to, an intentional act or activity that is unethical, improper, or illegal such as:
  - a. Embezzlement;
  - b. Misappropriation, misapplication, destruction, removal, or concealment of property;
  - c. Alteration or falsification of paper or electronic documents, including the inappropriate destruction of paper or electronic documents;
  - d. False claims and/or misrepresentation of facts;
  - e. Theft of an asset, including, but not limited to, money, tangible property, trade secrets or intellectual property;

Harassment

Contractor shall not permit sexual advances, actions, comments, or any other conduct that creates an intimidating or otherwise offensive work environment on Company property or any site where Contractor is performing activity for or on behalf of Company. Further, Contractor shall not permit the use of racial and religious slurs, or any other conduct that breeds an offensive work environment, on Company property or any site where Contractor is performing activity for or on behalf of Company.

Drugs and Alcohol

Contractor shall not allow any employee to perform services for or on behalf of Company while under the influence of drugs or alcohol. Contractor shall maintain a drug and alcohol testing program meeting all applicable federal, state and local laws, regulations and ordinances and meeting or exceeding any and all standards stated in any contract with Company or any document incorporated in such a contract.

Misuse of Company Assets

No funds or assets of the Company may be used or paid for any unlawful or improper purpose. A Contractor's employees shall not have access to any Company computers unless the contract between such Contractor and the Company expressly provides for such access in writing.

Reporting of Violations

In the event Contractor learns of any violation of this Code, Contractor shall immediately report such violation to Company's Director, Compliance and Ethics at (502) 627-2648.

## **LG&E AND KU SERVICES COMPANY OVERVIEW OF PASSPORT PROGRAM**

### **Purpose**

Safety is a core value at LG&E and KU Services Company. To enhance the welfare of all who work in and around LG&E and KU Services Company facilities, an enhanced contractor safety program has been developed. Building on internal and external best practices, a cross functional team has developed improvements to the existing “Passport Program.” The Passport Program is designed to cover industrial workers. For purposes of this overview, “LG&E and KU Services Company” refers to LG&E and KU. The key components of the program are outlined below.

### **Process Steps**

#### **STEP 1 – CERTIFICATION**

All contractors working for LG&E and KU Services Company must be certified prior to entering company work sites or performing any work for the company. This process is administered by Supply Chain Support or as part of the specific project competitive bid process.

As part of the certification process, prime contractors (contractors entering into contracts directly with the company must identify any and all sub-contractors they plan on utilizing in work for the company. Each prime contractor is responsible for ensuring that those identified sub-contractors complete the same information and meet the same performance criteria as the prime contractor is expected to meet. In the event not all subcontractors have been identified prior to certification, the contractor shall notify LG&E and KU Services Company before engaging any subcontractor.

#### **STEP 2 – PASSPORT TRAINING**

All industrial workers employed by a certified contractor must complete a training program designed to inform them of 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. Passport training, however, does not take the place of any of the compliance training required by the above listed agencies. **It is the responsibility of the contractor to provide any compliance training required for their employees.**

There are two options available to contractors with regard to the Passport Training:

#### **Option 1 – Train-the-Trainer**

LG&E and KU Services Company will provide a curriculum and conduct train-the-trainer sessions at appropriate intervals for the 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:

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- Training delivery and development experience
- Knowledge of OSHA, DOT, and EPA Standards applicable to the work for which Contractor will be performing
- Health and safety knowledge and experience in managing a health and safety program

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

**NOTE:** LG&E and KU Services Company reserves the right to reject any contractor employee as a potential trainer if:

- 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 passing the final examination.

### **Option 2 – External Provider**

External providers of the LG&E and KU Services Company Passport safety training program will also be assessed and certified by a representative from the Business Unit Training group in accordance with Option 1. This will allow certified contractors to seek Passport training for their employees from an external provider at their expense. A list of currently approved external providers is included in your certification packet.

### **STEP 3 – ATTESTATION FORM**

Contractors will be required to attest to the fact that each employee, including subcontractors working on any LG&E and KU Services Company job site or performing any work on LG&E AND KU Services Company project, has received the required Passport training before starting work. The contractor will also attest that all employees are current on all required compliance training for the work that employee will be performing. Although LG&E and KU Services Company 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 LG&E and KU Services Company will not monitor compliance training delivered by contractors to their employees. However, site compliance audits will be routinely performed to ensure the adequacy of the training provided. If an incident occurs, LG&E and KU Services Company will require the contractor involved to provide individual training records as part of the incident investigation process.

Upon successful completion of the required Passport safety training by a contractor's employee, the contractor will enter that employee's name, date of birth and training information into the LG&E and KU Services Company Contractor Health & Safety Data Base @ [www.lge-ku.com](http://www.lge-ku.com). An electronic notification will be sent to the appropriate

LG&E and KU Services Company 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 the newly entered worker. The card will have an identification number that will associate the worker with his or her records in the database. The contractor's employee must carry this card and valid government issued photo ID at all times while on LG&E and KU Services Company property or job sites.

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's employee for security purposes. For all other employees of contractors, a sign-in sheet may be utilized to track individuals on site.

#### **STEP 4 – SITE SPECIFIC ORIENTATION**

Each employee of a contractor working on LG&E and KU Services Company property or job sites 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 at which a contractor's employee works. This orientation will normally occur on the first day of work on the job site.

#### **STEP 5 - HIRING SUBCONTRACTORS**

Prime contractors are responsible for ensuring that any subcontractors working for them in any capacity directly or indirectly are held to the same safety performance expectations as the prime contractor itself. The primary contractor shall request and review safety data prior to hiring any subcontractors to assure they meet the standards for favorable under the following safety criteria (LG&E and KU Services Company emphasizes that these criteria are minimum standards):

##### **Safety Criteria – INCIDENT RATES\***

**Favorable:** The three most recent years recordable Incident Rates will be compared to the related industry average in such years for the subcontractors' NAISC (or SIC) classification (as published by the Bureau of Labor Statistics). Subcontractors' Incident Rate shall not exceed the industry average in any related year.

**Unfavorable:** A single fatality identified within any of the three most recent year's statistics.

##### **Safety Criteria – EMR\*\***

**Favorable:** Workers Compensation Insurance Experience Modification Rate at or better than the average EMR rating for their industry.

**Unfavorable:** EMR greater than the industry average for their industry.

**Note:** Contact the LG&E and KU Services Company safety representative for direction in situations where a particular subcontractor does not meet the criteria due to extremely unique circumstances.

## **STEP 6 – CONTRACTOR REPORTING REQUIREMENTS**

All accidents, injuries, dangerous occurrences and near misses shall be reported as soon as possible to the LG&E and KU Services Company Safety contact for the work site. As soon as possible means as soon as communications can be made without jeopardizing the life or health of any person. LG&E and KU Services Company is subject to various regulatory requirements requiring prompt investigation and reporting of certain events making it essential for all contractors to provide information without delay.

Contractors shall also report statistical information to LG&E and KU Services Company on a monthly basis.

The information required is:

- Number of hours worked at each LG&E and KU Services Company 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 LG&E and KU Services Company Contractor Health & Safety Database by the Contractor by Noon on the 5th working day of the month.

All reporting requirements will include any subcontractors working for the prime contractor.

### **Administration**

- **All personnel working for contractors and subcontractors on LG&E and KU Services Company property or job sites must have a Passport.**
- The passport is valid for 12 months or until revoked by LG&E and KU Services Company, whichever is earlier. Refresher training options will be developed and provided annually
- The expenses 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 on LG&E and KU Services Company property or job sites. This includes all subcontractors utilized directly or indirectly by a prime contractor. The prime contractor will be responsible for ensuring that each

subcontractor has met all of the requirements regarding issuance of a Passport and for ensuring that all reporting requirements outlined in Step 5, above, are fulfilled.

- LG&E and KU Services Company reserves the right to revoke any individual's Passport. See Passport Revocation and Reinstatement Guidelines below.
- Site audits will be routinely performed to assess effectiveness of and compliance with the information communicated during the Passport Program. These audits will be conducted by Site Safety, Site Contract Proponents, and Managers.
- Corporate Health & Safety will audit contractors for appropriate drug & alcohol, compliance and Passport training documents.

### **Passport Revocation and Reinstatement Guidelines**

LG&E and KU Services Company reserves the right to revoke any individual's Passport. Passports 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;  
or
- Any reason not violating applicable Federal, state or local law deemed appropriate by the responsible site manager.

If a contractor wishes to request that LG&E and KU Services Company reconsider a revocation decision, the request may in writing to the responsible site manager. LG&E and KU Services Company is not obligated to consider such requests.

A Passport may be reinstated in the sole discretion of LG&E and KU Services Company if the contractor has satisfied the responsible manager that the reason for revocation has been corrected.

If an individual's Passport is revoked for a second time, the individual will not be allowed to reapply for an LG&E and KU Services Company passport.

#### **\* Incident Rates**

*Incident rates can be used to show the relative level of injuries and illnesses among different industries, firms, or operations within a single firm. Rates are computed from the following formula:  
# of injuries or illnesses X 200,000 / employee hours worked.*

#### **\*\*Experience Modification Rates for Workers' Compensation Insurance**

*The Experience Modification Rate is a widely used indicator of past safety performance. The insurance industry has developed experience rating systems as an equitable means of determining premiums for workers' compensation insurance. These rating systems consider the average workers' compensation losses for a given firm's type of work and amount of payroll and predict the dollar amount of expected losses to be paid by that employer in a designated rating period, usually three years. Rating is based on comparison of firms doing similar types of work, and the employer is*

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*rated against the average expected performance in each work classification. Losses incurred by the employer for the rating period are then compared to the expected losses to develop an experience rating.*

*Workers' compensation insurance premiums for a contractor are adjusted by this rate, which is called the experience modification rate (EMR). Lower rates, meaning that fewer or less severe accidents had occurred than were expected, result in lower insurance costs. The EMR is adjusted annually by using the rate for the first three of the last four years.*

**Requested Format for Pricing**

Item	Station Charger Model Name	Product #1	Product #2	Product #3	...
1	Station Charger Model #				
2	Configuration Type (Single or Dual)				
3	Mount Type (Wall or Bollard)				
4	Equipment Spec Sheet Attached	Yes/No	Yes/No	Yes/No	
5	Station Charger Price (\$s)*				
6	Sales Tax Included in Price*	Yes/No	Yes/No	Yes/No	
7	Shipping/Handling Price (\$s)**				
8	Annual Network Service Plan Cost (\$s)				
9	Annual Warranty Cost (\$s)				
10	Annual Connectivity Fee (\$s)				
11	Other Fees (\$s)				<i>please list and describe any other fees/charges</i>
12	Other Taxes (\$s)				<i>please add additional rows as needed</i>
13					
14					
15					
16					
17					
18					
19					
20					

\*Note: Kentucky sales tax is 6%.

\*\*Note2: Delivery would be required to several predetermined storeroom locations in the state of Kentucky.

**GENERAL SERVICES AGREEMENT**  
**LG&E AND KU SERVICES COMPANY AND/OR AFFILIATES**

This “**General Services Agreement**” is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between (i) LG&E and KU Services Company, a Kentucky corporation (“**LG&E and KU Services Company**”) and/or its “**Affiliates**” (as defined below) and (ii) (“**Contractor**”), a \_\_\_\_\_ (list state of entity’s organization and entity type, such as “Kentucky corporation” or “Kentucky limited liability company”, etc.).

WHEREAS, Contractor desires the opportunity to provide goods and/or services to LG&E and KU Services Company from time to time, and LG&E and KU Services Company and/or its Affiliates desire the opportunity to engage Contractor to provide such goods and/or services through the issuance of Purchase Orders and/or Statements of Work; and

WHEREAS, the parties intend that this General Services Agreement sets forth the exclusive terms and conditions which shall govern the performance of the Work by Contractor for LG&E and KU Services Company and/or any of its Affiliates should LG&E and KU Services Company and/or any of its Affiliates engage Contractor to provide Work.

**NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:**

**ARTICLE 1 DEFINITIONS**

- 1.01 Affiliate:** “Affiliate” shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or under common control with LG&E and KU Services Company and shall include, without limitation, Louisville Gas and Electric Company and Kentucky Utilities Company, both Kentucky corporations.
- 1.02 Agreement:** “Agreement” shall mean this General Services Agreement, along with any “Statements of Work” (as defined below) and/or Purchase Order (as defined below) issued by Company and/or any other documentation as may be executed by the parties in accordance with Article 2, and/or other agreed collateral document pursuant to which the Work is to be performed.
- 1.03 Applicable Laws:** “Applicable Laws” shall mean any and all applicable federal, state or local laws, regulations, codes, ordinances, administrative rules, court orders, permits or executive orders.
- 1.04 Contract Price:** “Contract Price” shall mean the aggregate of the particular considerations set forth in one or more Purchase Orders or other Statements of Work or as otherwise agreed upon. Unless otherwise agreed in writing, the Contract Price includes all applicable taxes, duties, fees, and assessments of any nature including, without limitation, all sales and use taxes due to any governmental authority with respect to the Work.
- 1.05 Contractor:** “Contractor” shall mean the entity designated as the “Contractor” in the opening paragraph of this Agreement.
- 1.06 Company:** “Company” shall mean LG&E and KU Services Company and/or any of its Affiliates as appropriate based on which entity is the party to the applicable Purchase Order and/or Statements of Work or other binding document. The rights and obligations of LG&E and KU Services Company and/or each of its Affiliates hereunder shall be limited to the extent of such party’s proportionate utilization of Contractor’s services hereunder.
- 1.07 LG&E and KU Services Company:** LG&E and KU Services Company shall mean LG&E and KU Services Company, a Kentucky corporation.
- 1.08 Purchase Order:** Company may, at its discretion, from time to time, issue one or more of its own “Purchase Order Standard Terms and Conditions” and/or “Contractor Purchase Agreement”

- (“CPA”) (collectively referred to as a “Purchase Order”) that may supplement, but in no way or manner ever supersede, this Agreement with respect to any conflicting terms and conditions.
- 1.09 Statements of Work:** “Statements of Work” shall mean any specifications, instructions, drawings, schedules, a Purchase Order, contracts, scopes of Work, and/or descriptions of Work.
- 1.10 Tools and Equipment:** “Tools and Equipment” shall mean any tools, equipment, rigging and other general supplies on the Company’s premises where the Work is being performed that is either owned and/or leased by Company or by any of its Affiliates.
- 1.11 Work:** “Work” shall include, collectively, those services, goods and/or obligations as set forth in this Agreement.

#### **ARTICLE 2 SCOPE; BINDING EFFECT**

Unless otherwise agreed in a writing executed by each of the parties which evidences a clear intention to supersede this Agreement, the parties intend that this Agreement apply to all transactions which may occur between LG&E and KU Services Company and/or any of its Affiliates and Contractor during the term of this Agreement and which are related to the provision of goods and/or services by Contractor for the benefit of LG&E and KU Services Company and/or any of its Affiliates. Neither LG&E and KU Services Company nor any of its Affiliates makes any commitment to Contractor as to the exclusiveness of this relationship or as to the volume, if any, of business LG&E and KU Services Company and/or its Affiliates will do with Contractor. The parties do, however, anticipate that the parties will agree from time to time for the performance of Work by Contractor. Such agreement for the provision of Work shall be reflected by (a) each of the parties executing a mutually acceptable Statement of Work under this Agreement or (b) Company providing a Purchase Order or other Statement of Work to Contractor and Contractor accepting such Purchase Order or other Statement of Work (including by commencing performance pursuant to such Purchase Order or other Statement of Work). In the event Company provides a Purchase Order or other Statement of Work to Contractor and Contractor commences performance, unless such Purchase Order or other Statement of Work expressly provides otherwise, Contractor hereby agrees to the formation of a binding agreement as described in the Purchase Order or other Statement of Work upon Contractor’s commencement of performance, waives any argument that it might otherwise have under Applicable Laws that the Purchase Order should have been executed by each of the parties to be enforceable and further agrees to not contest the enforceability of such Purchase Order or other Statement of Work on those grounds, and agrees to not contest the admissibility of Company’s records related to such Purchase Order or other Statement of Work that are kept in the ordinary course by Company. In addition, in no event shall the terms and conditions of any proposal, purchase order or other statement of work, acknowledgement, invoice, or other document unilaterally issued by Contractor be binding upon Company without Company’s explicit written acceptance thereof. Any Work performed by Contractor without Company’s binding commitment for such Work either via a duly executed or accepted Purchase Order or other Statement of Work under this Agreement shall be at Contractor’s sole risk and expense, and Company shall have no obligation to pay for any such Work.

#### **ARTICLE 3 CONDITIONS AND RISKS OF WORK; LABOR HARMONY**

Unless the applicable Purchase Order and/or Statement of Work expressly provides otherwise, Contractor agrees that, before beginning any Work, Contractor shall carefully examine all conditions relevant to such Work and its surroundings and Contractor shall assume the risk of such conditions and shall, regardless of such conditions, the expense, or difficulty of performing the Work, fully complete the Work for the stated Contract Price applicable to such Work without further recourse to Company. Without limiting the foregoing, Contractor specifically recognizes that Company and other parties may be working concurrently at the site. Information on the site of the Work and local conditions at such site furnished by Company in specifications, drawings or otherwise is made without representation or warranty of any nature by Company, is not guaranteed by Company, and is furnished solely for the convenience of Contractor. All drawings and other documents, if any, required to be submitted to Company for review shall be submitted in accordance with the mutually agreed to schedule and, if no schedule applies, such drawings or other documents shall be submitted by Contractor without unreasonable delay. No Work affected by such drawings and other documents shall be started until Contractor is authorized to do so by Company. In case



of a conflict between or within instructions, specifications, drawings, schedules, Purchase Order(s) and/or other Statements of Work, Company shall resolve such conflict; and Company's resolution shall be binding on Contractor. Contractor agrees that all labor employed by Contractor, its agents or subcontractors for Work on the premises of Company shall be in harmony with all other labor being used by Company or other contractors working on Company's premises. Contractor agrees to give Company immediate notice of any threatened or actual labor dispute and will provide assistance as determined necessary by Company to resolve any such dispute. Contractor, its agents or subcontractors, shall remove from Company's premises any person objected to by Company in association with the Work.

#### **ARTICLE 4 COMPANY CHANGES IN WORK**

The scope of and conditions, specifications and/or quantities ordered applicable to the Work shall be subject to changes by Company from time to time. Such changes shall only be enforceable if documented in a writing executed by Company. Except as otherwise specifically set forth in this Agreement, changes in the scope of or conditions applicable to the Work may result in adjustments in the Contract Price and/or the Work schedule in accordance with this Article 4. If Contractor believes that adjustment of the Contract Price or the Work schedule is justified, whether as a result of a change made pursuant to this Article or as a result of any other circumstance, then Contractor shall (a) give Company written notice of its claim within five (5) business days after receipt of notice of such change or the occurrence of such circumstances and (b) shall supply a written statement supporting Contractor's claim within ten (10) business days after receipt of notice of such change or occurrence of such circumstances, which statement shall include Contractor's detailed estimate of the effect on the Contract Price and/or the Work schedule. Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Company shall not be bound to any adjustments in the Contract Price or the Work schedule unless expressly agreed to by Company in writing. Company will not be liable for, and Contractor waives, any claims of Contractor that Contractor knew or should have known and that were not reported by Contractor in accordance with the provisions of this Article 4.

#### **ARTICLE 5 FORCE MAJEURE**

Neither party shall be liable to the other for any damages for any failure to perform or for any delays or interruptions beyond that party's reasonable control in performing any of its obligations under this Agreement only due to acts of God, fires, floods, earthquakes, riots, war, acts of terrorism, civil insurrection, acts of the public enemy, or acts or failures to act of civil or military authority, unless the time to perform is expressly guaranteed. Contractor shall advise Company immediately of any anticipated and actual failure, delay or interruption and the cause and estimated duration of such event. Any such failure, delay or interruption, even though existing on the Effective Date or on the date of the start of the Work, shall require Contractor to within five (5) days submit a recovery plan detailing the manner in which the failure, delay, or interruption shall be remedied and the revised schedule. Contractor shall diligently proceed with the Work notwithstanding the occurrence thereof. This Article shall apply only to the part of the Work directly affected by the particular failure, delay or interruption, and shall not apply to the Work as a whole or any other unaffected part thereof.

#### **ARTICLE 6 CONTRACTOR DELAYS**

Time is an important and material consideration in the performance of this Agreement by Contractor. Contractor agrees to cooperate with Company in scheduling the Work so that the project and other activities at Company's site will progress with a minimum of delays. Company shall not be responsible for compensating Contractor for any costs of overtime or other premium time work unless Company has provided separate prior written authorization for additional compensation to Contractor and, if Company provides such written authorization, such additional compensation shall be limited to Contractor's actual cost of the premium portion of wages, craft fringe benefits and payroll burdens (without any mark-ups and/or profit). Contractor shall be liable for all failures, delays and interruptions in performing any of its obligations under this Agreement which are not (a) caused by Company and reported in accordance with Article 4, (b) excused by Article 5, or (c) directed by Company pursuant to Article 7. Contractor shall, without adjustment to completion date or Contract Price, be obligated to make up time lost by such failures,

delays or interruptions. Company may suspend payments under this Agreement during the period of any such failure, delay or interruption.

**ARTICLE 7 COMPANY EXTENSIONS**

Company shall have the right to extend schedules or suspend the Work, in whole or in part, at any time upon written notice to Contractor (except that in an emergency or in the event that Company identifies any safety concerns, Company may require an immediate suspension upon oral or written notice to Contractor). Contractor shall, upon receipt of such notice, immediately suspend or delay the Work. Contractor shall resume any suspended Work when directed by Company. If Contractor follows the requirements of Article 4, a mutually agreed equitable adjustment to the Contract Price or to the schedules for payments and performance of the remaining Work may be made to reflect Company's extension of schedules or suspension of the Work. Contractor will provide Company with all information requested in connection with determining the amount of such equitable adjustment.

**ARTICLE 8 INSPECTING, TESTING, AUDITING, AND USE OF TOOLS AND EQUIPMENT:**

**8.01 Right of Inspecting and Testing:** Company reserves the right, but shall not be obligated, to appoint representatives to follow the progress of the Work with authority to suspend any Work not in compliance with this Agreement. The appointment, or absence of an appointment, of such representatives by Company shall not have any effect on warranties. Acceptance or approval by Company's representative shall not be deemed to constitute final acceptance by Company, nor shall Company's inspection relieve Contractor of responsibility for proper performance of the Work. Inspection by Company's representative shall not be deemed to be supervision or direction by Company of Contractor, its agents, servants or employees, but shall be only for the purpose of attempting to ensure that the Work complies with this Agreement. In the event Contractor fails to provide Company with reasonable facilities and access for inspection when advised, and if in the opinion of Company it becomes necessary to dismantle the Work for such inspection, then Contractor shall bear the expenses of such dismantling and reassembly.

**8.02 Right of Auditing:** Contractor shall maintain complete records relating to any cost-based (i.e., Work not covered by firm prices), components of the Work billed under this Agreement, or Work relating to the quantity of units billed under any unit price provisions of this Agreement (all the foregoing hereinafter collectively referred to as "Records") for a minimum of five years following the latest of performance of, delivery to Company of, or payment by Company for, such Work or units. All such Records shall be open to inspection and subject to audit and reproduction during normal working hours, by Company or its authorized representatives, to the extent necessary to adequately permit evaluation and verification of any invoices, payments, time sheets or claims based on Contractor's actual costs incurred in the performance or delivery of Work under this Agreement. For the purpose of evaluating or verifying such actual or claimed costs, Company or its authorized representative shall have access to said Records at any time, including any time after final payment by Company to Contractor pursuant to this Agreement. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. Company or its authorized representative shall have access, during normal working hours, to all necessary Contractor facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. Company shall give Contractor reasonable notice of intended audits. The rights of Company set forth in this paragraph shall survive the termination or expiration of this Agreement.

**8.03 Use of Tools and Equipment:** Company, in its sole discretion, may allow Contractor to use Company's Tools and Equipment for the Work and related activities at designated Company locations. Contractor shall indemnify and hold harmless Company and its Affiliates, including their respective officers, directors, shareholders, agents, managers, members and employees (each an "Indemnified Party"), from and against any and all claims, damages, losses or liabilities arising out of, relating to, or in connection with, the use of Company's Tools and Equipment by Contractor, its agents, servants, employees or subcontractors, and will reimburse each Indemnified Party for all expenses (including in-house and/or outside attorney's fees and expenses) as they are incurred in connection with investigating, preparing or pursuing or defending any

action, claim, suit or investigation or proceeding related to, arising out of, or in connection with, the use of Company's Tools and Equipment by Contractor, its agents, servants, employees or subcontractors, whether or not threatened or pending and whether or not any Indemnified Party is a party. Contractor, on behalf of itself or its agents, equity owners, affiliates, officers and directors, and all of their predecessors, successors, assigns, heirs, executors and administrators, hereby irrevocably release, discharge, waive, relinquish and covenant not to sue, directly, derivatively or otherwise, Company and/or its Affiliates and each of their respective directors, officers, shareholders, members, managers, partners (general or limited), employees and agents (including, without limitation, its financial advisors, counsel, proxy solicitors, information agents, depositories, consultants and public relations representatives) and all of their predecessors, successors, assigns, heirs, executors or administrators, and all persons acting in concert with any such person, with respect to any and all matters, actions causes of action (whether actually asserted or not), suits, damages, claims or liabilities whatsoever, at law, equity or otherwise, arising out of, relating to, or in connection with the use of Company's Tools and Equipment by Contractor, its agents, servants, employees or subcontractors. Company shall in no event be liable for any claim whatsoever by or through Contractor, its employees, agents and/or subcontractors or by any third party, for any inoperability or failure of the Tools and Equipment to perform as designed or intended, whether such claim is based in warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, special, exemplary or other damages. Contractor shall ensure that its employees, agents, subcontractors or servants shall inspect, exercise the appropriate level of care in the use, maintenance and repair of the Tools and Equipment, so as to minimize the incidence of casualties and injuries occurring in connection therewith.

**ARTICLE 9 COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING; IMMIGRATION LAWS; NERC RELIABILITY STANDARDS COMPLIANCE**

**9.01 Applicable Laws and Safety:** Contractor agrees to protect its own and its subcontractors' employees and be responsible for their Work until Company's acceptance of the entire project and to protect Company's facilities, property, employees and third parties from damage or injury. Contractor shall at all times be solely responsible for complying with any and all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Work and for obtaining (but only as approved by Company) all permits and approvals necessary to perform the Work. Without limiting the foregoing, Contractor agrees to strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed now or in the future, as well as Company's Contractor Code of Business Conduct and Company's Contractor/Subcontractor Safety Policy which are both hereby incorporated by reference (Contractor hereby acknowledges receipt of a copy of such Company's Contractor Code of Business Conduct and Company's Contractor/Subcontractor Safety Policy) and any other rules and regulations of the Company, all of which are incorporated herein by reference. Contractor also agrees to be bound to any amendments and/or modifications that may be issued in the future by Company from time to time, with respect to Company's Contractor Code of Business Conduct and/or any of its related policies which are the subject of this Article 9. Contractor shall maintain the Work site in a safe and orderly condition at all times. Company shall have the right, but not the obligation, to review Contractor's compliance with safety and cleanup measures. In the event Contractor fails to keep the work area clean, Company shall have the right to perform such cleanup on behalf of, at the risk of and at the expense of Contractor. In the event Contractor subcontracts any of the Work, Contractor shall notify Company in writing of the identity of the subcontractor before utilizing the subcontractor. Contractor shall require all of its subcontractors to complete the safety and health questionnaire and checklists provided by Company and shall provide a copy of such documents to Company upon request. Contractor shall conduct, and require its subcontractors to conduct, safety audits and job briefings during performance of the Work. In the event a subcontractor has no procedure for conducting safety audits and job briefings, Contractor shall include the subcontractor in its safety audits and job briefings. All safety audits shall be documented in writing by the Contractor and its subcontractors. Contractor shall provide documentation of any and all audits identifying safety deficiencies and concerns and corrective action taken as a result of such audits to Company semi-monthly. Contractor further specifically acknowledges, agrees and warrants that Contractor has complied, and shall at all times during the term of this Agreement, comply in all respects with all laws, rules and regulations relating to the employment authorization of employees

including, but not limited to, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, whereby Contractor certifies to Company that Contractor has (a) properly maintained, and shall at all times during the term of this Agreement properly maintain all records required by Immigration and Customs Enforcement, such as the completion and maintenance of the Form I-9 for each of Contractor's employees; (b) that Contractor maintains and follows an established policy to verify the employment authorization of its employees; (c) that Contractor has verified the identity and employment eligibility of all employees in compliance with all applicable laws; and (d) that Contractor is without knowledge of any fact that would render any employee or subcontractor of Contractor ineligible to legally work in the United States. Contractor further acknowledges, agrees and warrants that all of its subcontractors will be required to agree to these same terms as a condition to being awarded any subcontract for such Work.

**9.02 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 Company's familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by Company. Contractor shall accept all equipment, structures and property of Company as found and acknowledges it has inspected the property, has determined the 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.

**9.03 Drug and Alcohol:** No person will perform any of the Work while under the influence of drugs or alcohol. No alcohol may be consumed within four (4) hours of the start of any person's performance of the Work or anytime during the workday. A person 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 testing program, as set forth in Company's rules and regulations, all persons who will perform any of the Work will be subject to drug and alcohol testing under either of the following circumstances: (i) where the person'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 person; and (ii) where Company determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons 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 drug testing requirements as required by Applicable Laws.

**9.04 NERC Reliability Standards.** The following additional provisions shall apply if Contractor's Work in any way involves areas or assets which are located within physical security perimeters as defined by NERC's Reliability Standards for the Bulk Electric Systems of North America (collectively, the "NERC Standards"), including without limitation any Company data center or control center. Contractor's non-compliance of NERC Standards may result in fines and/or penalties being assessed against the Company that would result in Company seeking indemnification from Contractor as a consequence of Contractor's and/or its subcontractors', agents' and/or representatives' non-compliance of NERC Standards.

A. Information Protection. Without compromising the confidentiality provisions in Article 24, Contractor shall at all times comply with the Company's information protection program(s) as defined by CIP-003, R4. Among the information protected by this program are: (i) all operational procedures; (ii) lists of critical cyber assets; (iii) network topology or similar diagrams; (iv) floor plans of computing centers that contain critical cyber assets; (v) equipment layouts of critical cyber assets; (vi) disaster recovery plans; (vii) incident response plans; and (viii) security configuration information. Contractor shall protect this protected information from disclosure consistent with the program.

B. Access Revocation. Contractor shall **immediately** advise appropriate Company's management if any of Contractor's personnel who have key card access to a restricted area or electronic access to a protected system no longer require such access.

C. Training. If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that such personnel complete, and retake as requested, all necessary NERC training as requested by Company.

D. Personnel Risk Assessment. If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that Company receives necessary waivers and information from Contractor's personnel to complete, and repeat as necessary, such background checks as requested by Company.

Continuing Obligations. Contractor further acknowledges that its compliance with the NERC Standards is a continuing obligation during and after the Term. Upon written notice to Contractor, Company shall have the absolute right to audit and inspect any and all information regarding Contractor's compliance with this Section 9.04, and/or to require confirmation of the destruction of any documentation received from or regarding Company. Contractor is encouraged to contact Company's Compliance Department pursuant to Section 9.05 to ensure Contractor understands and complies with this Section 9.04.

**9.05 Office of Compliance:** The Company has an Office of Compliance. Should Contractor have actual knowledge of violations of any of the herein stated policies of conduct in this Article 9, or have a reasonable basis to believe that such violations will occur in the future, whether by its own employees, agents, representatives or subcontractors, or by another vendor and/or supplier of the Company and its employees, agents, representatives or subcontractors, or by any employee, agent and/or representative of Company, Contractor has an affirmative obligation to immediately report any such known, perceived and/or anticipated violations to the Company's Office of Compliance in care of Director, Compliance and Ethics, LG&E and KU Services Company, 220 West Main Street, Louisville, Kentucky 40202.

#### **ARTICLE 10 STATUS OF CONTRACTOR**

Company does not reserve any right to control the methods or manner of performance of the Work by Contractor. Contractor, in performing the Work, shall not act as an agent or employee of Company, but shall be and act as an independent contractor and shall be free to perform the Work by such methods and in such manner as Contractor may choose, doing everything necessary to perform such Work properly and safely and having supervision over and responsibility for the safety and actions of its employees and the suitability of its equipment. Contractor's employees and subcontractors shall not be deemed to be employees and/or agents of Company. Contractor agrees that if any portion of Contractor's Work is subcontracted, all such subcontractors shall be bound by and observe the conditions of this Agreement to the same extent as required of Contractor. In such event, Company strongly encourages the use of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises, as defined under federal law and as certified by a certifying agency that Company recognizes as proper.

#### **ARTICLE 11 EQUAL EMPLOYMENT OPPORTUNITY**

Contractor and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). That regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). That regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. To the extent applicable, Contractor and its subcontractors 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).

#### **ARTICLE 12 INDEMNITY BY CONTRACTOR**

Contractor shall indemnify, defend, and hold harmless Company, its directors, officers, members, managers, employees and agents, from any and all damage, loss, claim, demand, suit, liability, penalty and/or fine (pursuant to Section 9.04 or otherwise) or forfeiture of every kind and nature, including but not limited to attorneys' fees (for both in-house and/or outside counsel) and expenses and other costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) bodily and other personal injuries to or deaths of persons, (b) damages to tools or equipment owned or leased by Company, (c) damages to other property, (d) the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment, (e) violations of any Applicable Laws or (f) infringement of patent, copyright, trademark, trade secret or other property right, to the extent resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, subcontractors or other representatives or otherwise from performance of this Agreement, whether suffered directly by Company or indirectly by reason of third party claims, demands or suits. This obligation to indemnify, defend and hold harmless shall survive termination or expiration of this Agreement.

#### **ARTICLE 13 ENVIRONMENTAL**

**13.01 Control:** As required under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and certain other Applicable Laws, Contractor or its subcontractors shall provide Material Safety Data Sheets ("MSDS") covering any hazardous substances and materials furnished under or otherwise associated with the Work under this Agreement. Contractor and its subcontractors shall provide Company with either copies of the applicable MSDS or copies of a document certifying that no MSDS are required under any Applicable Laws in effect at the worksite. **No asbestos or lead containing materials shall be incorporated into any Work performed by Contractor or otherwise left on the Work site without the prior written approval of Company.** Contractor and its subcontractors shall be solely responsible for determining if any chemical or material furnished, used, applied, or stored or Work performed under this Agreement is subject to any Applicable Laws.

**13.02 Labeling:** Contractor and its subcontractors shall label hazardous substances and materials and train their employees in the safe usage and handling of such substances and materials as required under any Applicable Laws.

**13.03 Releases:** Contractor and its subcontractors shall be solely responsible for the management of any petroleum or hazardous substances and materials brought onto the Work site and shall prevent the release of petroleum or hazardous substances and materials into the environment. All petroleum or hazardous substances and materials shall be handled and stored according to Contractor's written Spill Prevention Control and Countermeasures Plan or Best Management Practices Plan as defined under the provisions of the Clean Water Act, as amended, if either such Plan must be maintained pursuant to Applicable Laws. Contractor shall provide secondary containment for the storage of petroleum or hazardous substances and materials. The prompt and proper clean-up of any spills, leaks, or other releases of petroleum or hazardous substances and materials resulting from the performance of the Work under this Agreement and the proper disposal of any residues shall be Contractor's sole responsibility, but Contractor shall give Company immediate notice of any such spills, leaks, or other releases. Contractor shall be solely responsible for the storage, removal, and disposal of any excess or unused quantities of chemicals and materials which Contractor causes to be brought to the Work site.

**13.04 Generated Wastes:** Unless Company and Contractor expressly agree otherwise in writing, Contractor and its subcontractors shall be solely responsible for any wastes generated in the course of the Work, and Contractor shall handle, store, and dispose of such wastes in accordance with any Applicable Laws.

**13.05 Survival:** The obligations set forth in this Article shall survive termination or expiration of this Agreement.

#### **ARTICLE 14 INSURANCE**

**14.01 Contractor's Insurance Obligation:** For the entire duration of the Agreement on a per occurrence basis with respect to any Purchase Order issued under this Agreement, Contractor shall provide and

maintain, and shall require any of its subcontractors to provide and maintain, the following insurance (and, except with regard to Workers' Compensation, naming Company as additional insured and waiving rights of subrogation against Company and Company's insurance carrier(s)), and Contractor shall submit evidence of such coverage(s) of Contractor to Company prior to the start of the Work and, furthermore, Contractor shall notify Company, prior to the commencement of any Work pursuant to any Statement of Work and/or Purchase Order, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to the benefit of Company as hereinafter specified:

- (a) Workers' Compensation and Employer's Liability Policy, which shall include:
  - 1) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the Work is performed;
  - 2) Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
  - 3) Thirty (30) Day Cancellation Clause; and
  - 4) Broad Form All States Endorsement.
- (b) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars (\$1,000,000) each occurrence; One Million Dollars (\$1,000,000) Products/Completed Operations Aggregate each occurrence; One Million Dollars (\$1,000,000) Personal and Advertising Injury each occurrence, in all cases subject to Two Million Dollars (\$2,000,000) in the General Aggregate for all such claims, and including:
  - 1) Thirty (30) Day Cancellation Clause;
  - 2) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Contractor under this Agreement;
  - 3) Broad Form Property Damage; and
  - 4) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- (c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of One Million Dollars (\$1,000,000) each occurrence with respect to Contractor's vehicles assigned to or used in performance of Work under this Agreement.
- (d) Umbrella/Excess Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence; Two Million Dollars (\$2,000,000) aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
- (e) To the extent applicable, if any fixed wing or rotor craft aircraft will be used by Contractor in performing the Work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of Five Million Dollars (\$5,000,000) including passenger liability coverage.
- (f) To the extent applicable, if engineering or other professional services will be separately provided by Contractor as specified in the Statements of Work, then Professional Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).

**14.02 Quality of Insurance Coverage:** The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the state where the Work will be performed and either satisfactory to Company or having a Best Rating of not less than "A-". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attention: Manager, Supply Chain, LG&E and KU Services Company, P.O. Box 32020, Louisville, Kentucky 40232.

**14.03 Implication of Insurance:** Company reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Company shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of

any deficiencies in such documents. Any receipt of such documents or their review by Company shall not relieve Contractor from or be deemed a waiver of Company's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.

**14.04 Other Notices:** Contractor shall provide notice of any accidents or claims at the Work site to Company's Manager, Risk Management at LG&E and KU Services Company, P.O. Box 32030, Louisville, Kentucky 40232 and Company's site authorized representative.

#### **ARTICLE 15 WARRANTIES**

Contractor warrants that:

- (a) the Work will conform to any applicable Statement of Work and/or Purchase Order; and any materials supplied in connection therewith shall be new, unused and free from defect;
- (b) the Work will be suitable for the purposes specified by Company and will conform to each statement, representation and description made by Contractor to Company;
- (c) the Work is not and shall not be subject to any encumbrance, lien, security interest, patent, copyright or trademark claims, infringements, or other defects in title; and
- (d) any labor or services performed pursuant to this Agreement shall be performed in a competent, diligent, and timely manner in accordance with the highest professionally accepted standards.

Contractor shall respond in writing to any warranty claim by Company within five (5) business days of the delivery of notice of such claim to Contractor. All such warranties shall, in no case, be less than 18 months after Company's notice of substantial completion of the Work or 12 months after the commencement of regular use by Company of all components and/or systems comprising the Work, as applicable, whichever occurs first; *provided, however*, that any specific warranties, whether of performance, fitness for any particular purpose or intended purposes, merchantability or otherwise, that are in excess of such time periods, as may be agreed by and between Contractor and Company in any Statement of Work and/or Purchase Order, shall govern notwithstanding any terms to the contrary contained in this Agreement.

#### **ARTICLE 16 OWNERSHIP OF INTELLECTUAL PROPERTY; PATENTS**

**16.01 Ownership:** All inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Contractor conceives, develops, or begins to develop, either alone or in conjunction with Company or others, with respect to the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Contractor shall promptly execute all applications, assignments and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof.

**16.02 Royalties and License Fees:** Contractor shall pay all royalties and license fees which may be payable on account of the Work or any part thereof. In case any part of the Work is held in any suit to constitute infringement and its use is enjoined, Contractor within a reasonable time shall, at the election of Company, and in addition to Contractor's obligations under Article 12, either (a) secure for Company the perpetual right to continue the use of such part of the Work by procuring for Company a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, or (b) replace at Contractor's own expense such part of the Work with a non-infringing part or modify it so that it becomes non-infringing (in either case with changes in functionality that are acceptable to Company).

#### **ARTICLE 17 RELEASE AND INDEMNITY REGARDING LIENS**

Contractor hereby releases and/or waives for itself and its successors in interest, and for all subcontractors and their successors in interest, any and all claims or right of mechanics or any other type of lien to assert and/or file upon Company's or any other party's property, the Work, or any part thereof as a result of performing the Work. Contractor shall execute and deliver to Company such documents as may be required by Applicable Laws (i.e., partial and/or final waivers of liens and/or affidavits of indemnification) to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the foregoing releases against those parties. Contractor shall secure the removal of any lien that Contractor has agreed to release in this Article within five (5) working days of receipt of written notice



from Company to remove such lien. If not timely removed, Company may remove the lien and charge all costs and expenses including legal fees (for inside and/or outside legal counsel) to Contractor including, without limitation, the costs of bonding off such lien. Company, in its sole discretion, expressly reserves the right to off-set and/or retain any reasonable amount due to Contractor from payment of any one or more of Contractor's invoices upon Company having actual knowledge of any threatened and/or filed liens and/or encumbrances that may be asserted and/or filed by any subcontractor, materialman, independent contractor and/or third party with respect to the Work, with final payment being made by Company only upon verification that such threatened and/or filed liens and/or encumbrances have been irrevocably satisfied, settled, resolved and/or released (as applicable), and/or that any known payment disputes concerning the Work involving Contractor and any of its subcontractors, agents and/or representatives have been resolved so that no actions, liens and/or encumbrances of any kind or nature will be filed against Company and/or Company's property.

#### **ARTICLE 18 ASSIGNMENT OF AGREEMENT; SUBCONTRACTING**

Upon prior written notice given to Company, Contractor shall not, by operation of law or otherwise, assign and/or subcontract any part of the Work or this Agreement without Company's prior written approval. Such approval, if given by Company, shall not relieve Contractor from full responsibility for the fulfillment of any and all obligations under this Agreement. Under any and all circumstances, any permitted assignee of Contractor, whether or not such assignee shall be a division, subsidiary and/or affiliate entity of Contractor, shall also be fully bound by the terms of this Agreement and, furthermore, upon request by Company, each of Contractor and its permitted assignee shall provide sufficient financial information, as determined by Company in its sole discretion, necessary to validate such assignee's credit worthiness and ability to perform under this Agreement.

#### **ARTICLE 19 INVOICES AND EFFECT OF PAYMENTS**

**19.01 Invoices:** Within a reasonable period of time following the end of each calendar month or other agreed period, Contractor shall submit an invoice to Company that complies with this Article 19. Payments shall be made within forty-five (45) days of Company's receipt of Contractor's proper invoice and, in the event that Company's payment is overdue, Contractor shall promptly provide Company with a notice that such payment is overdue. Contractor's invoices shall designate the extent to which LG&E and KU Services Company or any of its Affiliates is the responsible party. Such invoices shall reference the contract number and shall also show labor, material and taxes paid (including without limitation sales and use taxes); retainers to the extent as may be specified in the Purchase Order, Statement of Work and/or other contractual documentation, or otherwise pursuant to Article 17; duties, fees and other assessments imposed by governmental authorities; freight; and all other charges (including without limitation equipment rental) as separate items. All invoices shall be submitted with supporting documentation and in acceptable form and quality to Company's authorized representative. Should Company dispute any invoice for any reason, payment on such invoice shall be made within thirty (30) days after the dispute resolution. Payment of the invoice shall not release Contractor from any of its obligations hereunder including, but not limited to, its warranty and indemnity obligations. Invoices shall not be delivered with goods, but all correspondence and packages related to this Agreement shall reference the contract number assigned by Company.

**19.02 Taxes:** If Company provides Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, then Contractor shall not withhold or pay Kentucky sales or use taxes to the extent such exemption certificate applies to the Work (such exemption does not and shall not apply to any materials consumed by Contractor in performing the Work). Contractor agrees that it shall not rely upon Company's direct pay authorization in not withholding or paying Kentucky sales or use taxes. If Company does not provide Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, Contractor shall be solely responsible for paying all appropriate sales, use, and other taxes and duties to (including without limitation sales or use tax with respect to materials purchased and consumed in connection with the Work), as well as filing appropriate returns with, the appropriate authorities. To the extent specifically included in the Contract Price, Contractor shall bill Company for and Company shall pay Contractor all such taxes and duties, but Company shall in no event

be obligated for taxes and duties not specifically included in the Contract Price or for interest or penalties arising out of Contractor's failure to comply with its obligations under this Article 19.

**19.03 Billing of Additional Work:** All claims for payments of additions to the Contract Price shall be shown on separate Contractor's invoices and must refer to the specific change order or written authorization issued by Company as a condition to being considered for payment.

**19.04 Effect of Payments/Offset:** No payments shall be considered as evidence of the performance of or acceptance of the Work, either in whole or in part, and all payments are subject to deduction for loss, damage, costs or expenses for which Contractor may be liable under any Purchase Order and/or Statement of Work and are set-off hereunder. In addition to Company's right of off-set for threatened and/or filed liens and/or encumbrances, and/or with respect to payment disputes pursuant to Article 17 or otherwise, Company, without waiver or limitation of any rights or remedies of Company, shall be entitled from time to time to deduct and/or retain from any and all amounts owing by Company to Contractor in connection with this Agreement or with respect to any other contract with Company any and all amounts owed by Contractor to Company in connection with this Agreement or any other contract with Company.

**19.05 Evidence of Payment to Subcontractors:** Contractor shall, if requested by Company, furnish Company with waivers of lien and/or certificates showing names of Contractor's suppliers and subcontractors hereunder, and certifying to Company that said suppliers and subcontractors have been paid in full.

#### **ARTICLE 20 ROUTING OF SHIPMENTS**

Company shall have the option of specifying the routing of shipments. If freight is included in the Contract Price, and such specified routing increases Contractor's shipping costs, Contractor shall immediately so notify Company, and should Company still specify the more expensive routing, then Company shall reimburse Contractor for the increase actually incurred thereby.

#### **ARTICLE 21 TERM AND TERMINATION**

**21.01 Term:** This Agreement shall commence on the Effective Date and shall survive in full force and effect until terminated as set forth below and/or otherwise, solely with respect to any Statement of Work and/or Purchase Order, terminate consistent with the specified expiration date as may be stated in any Statement of Work and/or Purchase Order by and between Contractor and Company notwithstanding any terms and conditions to the contrary in this Agreement. A termination under this Article 21 based on certain Work shall only apply to the Statement of Work and/or Purchase Order that covers such Work. Any Statements of Work and/or Purchase Orders that do not relate to such Work shall not be affected by such a termination.

**21.02 Termination for Contractor's Breach:** If the Work to be done under this Agreement shall be abandoned by Contractor, if this Agreement or any portion thereof shall be assigned by operation of law or otherwise, if the Work or any portion thereof is sublet by Contractor without the permission of Company, if Contractor is placed in bankruptcy, or if a receiver be appointed for its properties and/or assets, if Contractor shall make an assignment for the benefit of creditors, if at any time the necessary progress of Work is not being maintained, or if Contractor is violating any of the conditions or agreements of this Agreement, or has executed this Agreement in bad faith, Company may, without prejudice to any other rights or remedies it may have as a result thereof, notify Contractor to discontinue any or all of the Work and terminate this Agreement in whole or part. In the event that Section 365(a) of the Bankruptcy Code or some successor law gives Contractor as debtor-in-possession the right to either accept or reject this Agreement, then Contractor agrees to file an appropriate motion with the Bankruptcy Court to either accept or reject this Agreement within twenty (20) days of the entry of the Order for Relief in the bankruptcy proceeding. Contractor and Company acknowledge and agree that said twenty (20) day period is reasonable under the circumstances. Contractor and Company also agree that if Company has not received notice that Contractor has filed a motion with the Bankruptcy Court to accept or reject this Agreement within said twenty (20) day period, then Company may file a motion with the Bankruptcy Court asking that this Agreement be accepted or rejected, and Contractor shall not oppose such motion.

**21.03 Effect of Termination for Contractor's Breach:** From the effective date of such termination notice, Contractor and/or its subcontractors shall vacate the site, whereupon Company shall have the right but not the obligation to take possession of the Work wherever located, and Contractor shall cooperate with Company and cause Contractor's subcontractors to cooperate with Company so that Company can effect such possession. In obtaining replacement services, Company shall not be required to request multiple bids or obtain the lowest figures for completing the Work and may make such expenditures as shall best accomplish such completion and are reasonable given the circumstances. The expenses of completing the Work in excess of the unpaid portion of the Contract Price, together with any damages suffered by Company, shall be paid by Contractor, and Company shall have the right to set off such amounts from amounts due to Contractor.

**21.04 Termination for Company's Convenience:** Company may terminate this Agreement or one or more Statements of Work in whole or in part for its own convenience by thirty (30) days' written notice at any time. In such event, Company shall pay Contractor all direct labor and material costs incurred on the Work that is subject to such termination prior to such notice, plus any reasonable unavoidable cancellation costs which Contractor may incur as a result of such termination, plus indirect costs or overhead on the portion of the Work completed, computed in accordance with generally accepted accounting principles less salvage value. As an alternative to salvage value reduction, Company shall have the right in its sole discretion to take possession of all or part of the Work.

#### **ARTICLE 22 LIABILITY OF AFFILIATES**

Any and all liabilities of LG&E and KU Services Company and/or its Affiliates under this Agreement shall be several but not joint.

#### **ARTICLE 23 PUBLICITY**

Contractor shall not issue news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Company.

#### **ARTICLE 24 CONFIDENTIAL INFORMATION**

All information relating to the Work or the business of Company including, but not limited to, drawings and specifications relating to the Work, and customer information, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Company. In the event that the Contractor assigns the work to one or more subcontractors, a signed confidentiality agreement between the Contractor and each subcontractor(s) will be provided to the Company prior to the provision of any information described in the immediately preceding sentence or the performance of any Work by the subcontractor. All drawings, specifications or documents furnished by Company to Contractor or developed in connection with the Work shall either be destroyed or returned to Company (including any copies thereof) upon request at any time.

#### **ARTICLE 25 MISCELLANEOUS**

**25.01 Waiver:** No waiver by Company of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.

**25.02 Headings:** The headings of Articles, Sections, Paragraphs, and other parts of this Agreement are for convenience only and do not define, limit, or construe the contents thereof.

**25.03 Severability:** 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.

**25.04 State Law Governing Agreement; Consent to Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Louisville, Jefferson County, Kentucky.

**25.05 Enforcement of Rights:** Company shall have the right to recover from Contractor all expenses, including but not limited to fees for and expenses of inside and/or outside counsel hired by Company, arising out of Contractor's breach of this Agreement or any other action by Company to enforce or defend Company's rights hereunder.

**25.06 No Third Party Beneficiaries:** Except for Contractor and Company, there are no intended third party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against Company.

**25.07 Notices:** All notices and communications respecting this Agreement shall be in writing, shall be identified by the contract number, shall be designated for LG&E and KU Services Company, or the appropriate Affiliate, and shall be addressed as follows (which address either party may change upon five (5) days prior notice to the other party).

To Company:  
LG&E and KU Services Company  
Attn: Manager, Supply Chain  
P.O. Box 32020  
Louisville, Kentucky 40232

To Contractor:

Fax No.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date.

**COMPANY:**

**CONTRACTOR:**

**LG&E AND KU SERVICES COMPANY**

\_\_\_\_\_ (Insert)

*Authorized Signature*

*Authorized Signature*

\_\_\_\_\_

\_\_\_\_\_

*Name (Please Print)*

*Name (Please Print)*

\_\_\_\_\_

\_\_\_\_\_

*Title*

*Title*

\_\_\_\_\_

\_\_\_\_\_

*Date*

*Date*

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENTS: (i) Copy of Company's Contractor/Subcontractor Safety Program; (ii) Drug Testing Program; and (iii) Contractor's Code of Business Conduct**

**LG&E AND KU SERVICES COMPANY**  
**NERC Cyber Security Standards**  
**Frequently Asked Questions**

1. **What is NERC and what does it do?** NERC stands for the North American Electric Reliability Corporation. The Federal Energy Regulatory Commission appointed NERC to develop and implement a set of planning and operating rules that electric utilities follow to ensure the most reliable transmission system possible.
2. **What are the NERC Mandatory Reliability Standards (“the Reliability Standards”)?** ‘Mandatory Reliability Standards’ is the formal name for the planning and operating rules that electric utilities must follow.
3. **What are the NERC Cyber Security Standards (“the Cyber Security Standards”)?** The Cyber Security Standards are nine (9) of the Mandatory Reliability Standards focused on cyber security. They are rules to help protect certain important assets and information about them. This protection includes controlling electronic access to the assets and information, and physical access to Company locations where they reside.
4. **Why is LG&E AND KU SERVICES COMPANY subject to these Standards?** LG&E AND KU SERVICES COMPANY is subject to the Reliability Standards because it uses, owns, and/or operates facilities dependent on the nation’s electric transmission grid. The Cyber Security Standards apply to because it has identified sensitive assets at some of its facilities.
5. **My company is not an electric utility, so why do the Reliability Standards apply to my company?** In some cases, particularly in the Cyber Security Standards, specific language mentions both Company employees (LG&E AND KU SERVICES COMPANY employees) and employees of contractors or vendors. In those cases, LG&E AND KU SERVICES COMPANY is ultimately responsible to NERC that your company’s employees working at these LG&E AND KU SERVICES COMPANY locations follow these rules.
6. **So, what can I do to help LG&E AND KU SERVICES COMPANY?** There are a few important things you and your employees working at these LG&E AND KU SERVICES COMPANY locations can do.
  - Treat all information at these LG&E AND KU SERVICES COMPANY locations, and about these locations, confidentially. Do not share it with others outside or remove any information from LG&E AND KU SERVICES COMPANY locations.
  - Follow all rules regarding physical access, including the proper use of LG&E AND KU SERVICES COMPANY issued key cards.
  - Follow all rules regarding electronic access, including the proper use of passwords, *etc.*
  - Work with LG&E AND KU SERVICES COMPANY to assure that all of your employees have met the training and security requirements of the Cyber Security Standards. This includes providing time and computer access for your employees to complete training, and providing necessary information for LG&E AND KU SERVICES COMPANY to complete criminal background checks.
  - When one of your employees leaves your company for any reason, *immediately notify the management of the LG&E AND KU SERVICES COMPANY location where your employee worked.*

**LG&E AND KU SERVICES COMPANY  
INFORMATION TECHNOLOGY (IT) SECURITY AGREEMENT**

This Security Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between (i) Company, a \_\_\_\_\_ and any subcontractors, agents, and representatives performing work on [add name of Company]'s behalf (with all such subcontractors, agents, and representatives being bound to the terms of this Agreement to the same extent as [add name of Company] (collectively "Contractor")

**(Insert entity type of Contractor (i.e, corporation or limited liability company) and its state of organization)** and (ii) LG&E AND KU SERVICES COMPANY and affiliates (collectively, "Company"). This Agreement sets forth the Contractor's obligations to comply with common security best-practices, and Company rights for monitoring and auditing Contractor's compliance in connection with the Service Agreement (as hereinafter defined). Contractor hereby agrees to protect the Information Technology systems of Company and its affiliates (including, without limitation, its network, equipment, applications, data and information) from unauthorized use and access, and agrees to provide or take such security measures necessary to assure such protection in accordance with the highest professional standards and in accordance with security best-practices in the industry (including, without limitation, the standards and practices set forth herein) throughout the period commencing on the date of this Agreement and continuing until the later to occur of the expiration or termination of the Service Agreement (or any successor agreement thereof). For purposes of this Agreement, "Information Technology" and/or the work associated with the Information Technology means, collectively, and to be broadly construed, any and all hardware, software, source codes, instructions, manuals, licenses, networks, data, applications and/or other related goods or services which directly and/or indirectly affects and/or accesses Company operation, use, management, networking and/or licensing of any of its functions pursuant to this Agreement.

1. **Appropriate Use:** Contractor's connection(s) to Company network are provided for a specific business purpose as set forth in that certain \_\_\_\_\_ (*reference the appropriate contract/agreement*) by and between Company and Contractor (the "Service Agreement") (*and insert the following as needed: which this Addendum amends*), and are to be utilized for that purpose only. Any other use of connections are explicitly prohibited including, but not limited to, such activities as attempts at unauthorized access by or to Company or other third party's systems, applications or information; scanning or network browsing to enumerate such systems, applications, open ports, network shares or other shared resources, etc.; or running or attempting to run any unauthorized software on any such systems to which Contractor may have access. In the case where Company owned workstations are provided to allow the Contractor to perform its defined business function for Company, such equipment shall not be modified without prior written authorization by Company. Such modifications include, but are not limited to, making unauthorized changes to the installed system configuration, installing unauthorized software, or attaching any additional devices, network connections, etc.
2. **Access Control:** In order to control access to Contractor's network, unique user-ID's and passwords shall be utilized for each authorized individual that requires access. The passwords associated with these user-ID's shall be managed according to generally-accepted best practices, notably:
  - 2.1 The passwords shall be a minimum of seven characters in length, should not be a common name or be found in a dictionary, and should contain a mixture of alpha characters, numbers, and special symbols (such as #, !, %, etc.);
  - 2.2 The passwords shall expire at a maximum of 90-days; and
  - 2.3 A history of the previously used passwords shall be maintained such that no password shall be re-used for at least 12 generations.
3. **System Inactivity Timeouts:** Clients and servers residing on Contractor's internal network shall employ automatic system inactivity lockouts. An example would be a password-protected screen saver that engages automatically based on a specified period of inactivity. This default inactivity timeout should be set for no more than 15 minutes. Where practical, this timeout shall be enforced through policy settings on the connected workstation or server.
4. **Virus Protection:** Effective virus protection software shall be run on all servers and workstations that reside on Contractor's internal network at all times. The virus signature files on these devices shall be updated in a timely

manner as new releases are made available by the virus protection software vendor, preferably in an automated fashion. Updates shall be applied at a minimum of daily, or as released by the virus protection software vendor.

5. **Secure Installation:** In instances where Contractor is providing installation services under this Agreement and/or the Service Agreement, Contractor shall ensure that all unnecessary software, services and ports on the installed system(s) are removed or disabled. The most currently available operating system updates and patches should be applied and tested as an integral part of the initial installation. Logging functionality should be enabled to, at a minimum, capture login activity.
6. **Network Isolation:** Contractor shall provide support for the potential isolation of Company network segment(s) on which Contractor's system operates. Contractor shall provide all technical information necessary to facilitate the failsafe and effective construction of appropriate firewall rules, including full disclosure of which hosts need to communicate through each firewall interface and what protocols and ports those hosts utilize.
7. **Operating System/Security Patch Updates:** Periodically, system software vendors release updates or security patches to address specific problems or vulnerabilities that are identified with this software. These updates will be routinely reviewed by Contractor's system administrators for relevance and priority, and patches to client or server system software determined to be important shall be applied in a timely manner. In evaluating the priority and relevance of these updates, Contractor shall consider the relevance and priority as noted by the vendor who releases such updates, and generally recognized independent security organizations including, but not limited to, US-CERT ([www.us-cert.gov](http://www.us-cert.gov)) and SANS ([www.sans.org](http://www.sans.org)). Any updates deemed to be of critical importance shall be applied as soon as possible to all applicable clients and servers on Contractor's internal network. Any updates that fall below this level of criticality shall be applied in a timely basis as determined by Contractor and Company based on potential impact to both parties.
8. **Remote Access:** If the scope of the services being provided by Contractor requires remote access to the Company network, Contractor shall utilize Virtual Private Network (VPN) encryption technology, managed routing, and two factor authentication to provide this access. The VPN and authentication solutions must be approved in advance by Company IT Security Department. Company may provide their standard VPN software for use by Contractor if requested. However, such software will be provided "as is" and Company will not provide support or maintenance for such VPN software. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY ALSO DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE), REGARDING THE VPN SOFTWARE AND CONTRACTOR RELEASES AND DISCHARGES COMPANY FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES, IN CONNECTION WITH CONTRACTOR'S USE OF THIS VPN SOFTWARE.
9. **Modems:** In instances where Contractor is connecting its network to Company (including such methods as via VPN, dial-up modem and/or other Internet-based remote access tools), no modems or other network access points shall be connected to Contractor's network or networked devices, unless such modems are protected from unauthorized access by not allowing incoming calls on the phone line(s) connected to these devices, or by similar protection schemes that provide access to authorized users only. Under no circumstances shall a Contractor workstation have simultaneous connectivity to both Company network, and any other network, ISP or system, unless such connectivity is specifically reviewed and permitted in writing by Company IT Security Department.
10. **Monitoring/Logging:** Logging of operating system events, security alerts, firewall traffic blocked, etc., shall be enabled on appropriate devices on Contractor's network. These logs shall be routinely reviewed for possible unauthorized access attempts or system intrusions, and appropriate corrective actions taken by Contractor's system administrators. **Any intrusion or unauthorized system access which has the potential of impacting Company, its systems or data, shall be immediately be brought to the attention of the Company. IT Security Department.** Company shall be given reasonable access to those logs during normal business hours from and after the date hereof through the fifth (5th) anniversary of the date of the latter of (i) the expiration and/or termination of the Service Agreement (or any successor agreement) or (ii) this Agreement, which access commitments of Contractor shall survive such expirations or terminations and continue to be binding on Contractor throughout that period.

11. **FERC/NERC Cyber Security / Standards Compliance:** For systems that fall within the scope of the current FERC/NERC Cyber Security Standards (1200 and CIP-002 – CIP-009, or any other applicable standards), Contractor must:
  - 11.1. Demonstrate that the system is technically capable of being compliant in accordance with all laws, rules and regulations; and
  - 11.2. If Contractor is providing implementation services, provide written certification that the system is implemented in a manner that ensures compliance in accordance with all laws, rules and regulations.
12. **Auditing:** Company retains the right to periodically review the security policies, practices and standards of Contractor as it pertains to the operation of its Information Technology systems and network that potentially may impact, either directly or indirectly, Contractor’s services, support or interfaces to Company applications or network. Contractor shall provide reasonable resources in support of performance of the review at no cost to Company. These rights will continue in force and effect from the Effective Date through the fifth (5th) anniversary of the date of expiration and/or termination of the Agreement (or any successor agreement). The rights of Company provided for herein shall survive such expiration or termination and continue to be binding on Contractor throughout such five year period. Contractor agrees to afford Company reasonable access to Contractor’s Information Technology systems, network and related equipment and facilities used in Contractor’s performance of services under this Agreement in order to facilitate Company review rights, as requested by Company from time-to-time during the period described above. Modifications to these policies, practices, or standards may be required from time-to-time by the Company to address additional security issues, vulnerabilities, or other areas of concern.
13. **Confidentiality:** All information relating to the Information Technology or the business of Company including, but not limited to, systems, platforms, data, processes, methodologies, drawings and specifications relating to the Information Technology, not otherwise generally known in the public domain, shall be kept confidential by Contractor and shall not be used or disclosed by Contractor for any purpose other than for the performance of the Information Technology or for work as may be authorized in writing by Company. All documents furnished by Company to Contractor or developed in connection with the Information Technology shall either be destroyed or returned to Company (including any copies thereof) in any media or format upon request at any time.
14. **Data Protection:** If the scope of Information Technology under this Agreement requires the use by, or transmittal of, sensitive Company data to Contractor, Contractor shall take all necessary and reasonable steps to ensure the protection of this data both during the transmission of this data, as well as during storage (while “at rest”) while in Contractor’s or its subcontractors, agents, or employees’ possession, against any unauthorized access. *Sensitive data* includes, but is not limited to, Company customer nonpublic *personal information* or *personally identifiable information (as further defined below)*; such as, but not limited to, Company employee or contractor health/benefit information (including that whose handling is governed under HIPAA regulations); confidential financial information (including bank-account and credit-card numbers), or data related to Company financial reporting or documentation; or other data as governed by federal, state or local statutes, laws or regulations. Protection of sensitive data in storage shall include encryption of this data using an encryption product/technology approved by the Company IT Security Department. Protection of sensitive data during transmission shall include the encryption of data sent over a data network connection, including Contractor’s internal network connections as well as any connections to third-parties, using a secure, encrypted communications method as approved by the Company IT Security Department. Further:
  - 14.1. *Personally identifiable information* or *personal information* shall further be defined to mean individually identifiable information from or about an individual employee, any Company customer, consumer, etc. including, but not limited to,:
    - a) a first and last name;
    - b) a home or other physical address, including street name and name of city or town;
    - c) an email address or other online contact information, such as an instant messaging user identifier or a screen name;
    - d) a telephone number;
    - e) a Social Security number;
    - f) a driver’s license or other state-issued identification number;
    - g) credit or debit card information, including card number, expiration date, and security code;
    - h) a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that



- is combined with other available data that identifies an individual consumer; or
- i) any information that is combined or used in conjunction with any of (a) through (h) above.
- 14.2. Contractor shall not store copies of Company sensitive information on mobile devices (e.g., laptop computers), or data-storage devices (e.g., USB flash drives/external hard-drives, CD/ DVD/diskette media, etc.) without the written permission of the Company IT Security Department. In all such instances, the data shall be encrypted using a method approved by Company IT Security Department as noted in this Section 14.
- 14.3. Contractor shall immediately notify Company of any potential security breach that involves the potential disclosure or access to Company sensitive and/or confidential data by (an) unauthorized party(ies).
- 14.4. Contractor shall be responsible for the costs associated with responding to and mitigating any such breach including, but not limited to, costs associated with investigation and identification of the nature and scope of such breach; notification of individuals whose privacy is potentially impacted; and providing credit-monitoring or similar services to those individuals whose privacy is potentially impacted through the unauthorized disclosure of such data.
- 14.5. Upon termination of the Contractor's scope of work and/or obligations under this Agreement or the Service Agreement, Contractor shall properly and securely destroy all copies of Company sensitive and/or confidential data in its possession. Measures for securely destroying this data include: physical destruction (shredding/pulverizing) of CD/DVD/diskette media, degaussing of magnetic media (e.g., computer hard-drives), running secure erase over-writing software on media containing such sensitive data (e.g., flash /USB drives or computer hard-drives), or incineration of media as detailed in the *National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization (NIST Special Publication 800-88)*.
- 14.6. The obligations of Contractor pursuant to this Section 14 shall survive any expiration or termination of this Agreement and/or of the Service Agreement.
15. **Obligations Regarding Subcontractors, Agents, and Representatives:** Contractor agrees to require all subcontractors, agents, and representatives involved in the performance of Contractor's obligations under the Service Agreement to comply with the provision of this Agreement in the same manner as Contractor.
16. **Reaffirmation:** Except as may be expressly amended or modified by this Agreement, the Service Agreement shall continue in full force and effect from and after the Effective Date in accordance with its terms.

WITNESS the signatures of the undersigned as of the Effective Date.

***LG&E AND KU SERVICES COMPANY***

By: _____	By: _____
Name (Print): _____	Name (Print): _____
Title: _____	Title: _____
Date: _____	Date: _____

**LG&E and KU Services Company's General Services Agreement**  
**("GSA")/Administrative Services Agreement ("ASA")**  
**Policy Procurement Statement**

Thank you for your interest in providing goods and/or services to LG&E and KU Services Company, a Kentucky corporation, and its various affiliates, namely Louisville Gas and Electric Company and Kentucky Utilities Company, both Kentucky corporations (collectively, the "**Company**"). In order to be certified to conduct any type of business with the Company, it is mandatory that all vendors, suppliers and/or contractors execute the GSA/ASA.

The purpose of this "**Policy Procurement Statement**" is to explain the methodology and process on how the Company certifies all of its vendors through the execution of the GSA/ASA. It is critical for the Company to maintain consistency in how it conducts business with its suppliers.

The General Service Agreement ("**GSA**") or Administrative Services Agreement ("**ASA**") serves as a global "template" by providing the standard terms and conditions by and between the Company and its vendors. The Company's policy is to leave the GSA/ASA unrevised--only very minor changes, *if any*, will be considered based upon these stated policy objectives.

Each prospective vendor is rated on a matrix that involves, among other concerns, pricing; qualifications; solvency; insurance sufficiency; commitment to abiding by the Company's safety, drug and alcohol policies; and willingness to comply with the Company's Code of Business Conduct. The Company's commercial managers and procurement personnel favorably evaluate prospective vendors who do not make changes to the GSA/ASA's terms and conditions.

A vendor that requests extensive changes to the GSA/ASA shall be placed in a competitive disadvantage.

The GSA/ASA anticipates, from time to time, that one or more Purchase Orders ("**PO**") and/or Statement of Works ("**SOW**") will be issued for either, or both, of goods or services. To the extent that goods and/or services are sold and/or rendered to the Company, then the GSA/ASA's terms and conditions shall be as applicable; otherwise, if some of the terms and conditions in the GSA/ASA are not applicable when taken in context, then such terms and conditions shall not be binding upon the vendor if not covered by the scope of Work as stated in a PO or SOW.

Accordingly, vendors should not amend the GSA/ASA to be solely just for goods or, alternatively, just for services. The same principle applies to insurance coverage. If the scope of Work requires certain types of insurance pursuant to the PO or SOW (i.e., professional liability insurance; fixed wing or rotor aircraft; or blasting, collapse and underground damage, etc.), then such provisions will be applicable and the certificates of insurance shall so provide (if not applicable to the scope of Work, then such insurance provisions will not be binding upon the vendor; *however*, all of these types of insurance coverage remain in the GSA/ASA just in case a future PO or SOW mandates that these specific types of insurance must be covered).

The GSA/ASA "supplements" and/or "fills the voids" when a PO or SOW does not otherwise specifically address any legal or commercial issues. Unless expressly stated in the PO or SOW, the GSA/ASA governs over any conflicting terms and conditions in a PO or SOW.

Any specific warranty and/or indemnity language, or other types of specific terms and conditions, relating to the services being rendered and/or the goods being sold, should not be placed in the GSA/ASA but, rather, be included in the PO or SOW. The integrity of the GSA/ASA shall not be compromised by the introduction of specific deal terms or by the insertion of new defined terms by vendors.

Your assigned supply chain personnel or commercial manager may or may not accommodate your concerns based upon Company policies and/or for competitive reasons (the Company's standard PO's and SOW's also incorporate many provisions of the GSA/ASA and incorporate the GSA/ASA by reference, so few changes are typically made in a PO or SOW).

# Attachment Confidential

The entire attachment is  
Confidential and  
provided separately  
under seal.

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**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 9**

**Witness: Rick E. Lovekamp**

- Q-9. Refer to the Huff Testimony, page 8, lines 11-13. Explain the restriction for a customer receiving service under the General Service Schedule to have a monthly energy usage of 500 kWh or higher in order to be eligible.
- A-9. The restriction for the General Service customer is intended to limit service under Rider EVSE-R and Rate EVSE service to non-residential customers. This minimum-usage requirement is designed to prevent the participation of residential customers with small outbuildings which is served under the General Service Schedule.

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**Question No. 10**

**Witness: David E. Huff**

- Q-10. Refer to the Huff Testimony, page 9, lines 5-6, which state that the Companies expect to operate no more than 10 charging stations under rate EVC in each of their service territories. State whether the Companies are merely stating their expectations or are requesting that the Commission place a limit of 10 on the number of charging stations to be installed.
- A-10. The Companies are stating a limit of ten EVC stations per service territory. This limits total capital spend and provides sufficient number of stations to gain experience and information on EV charging needs. The Companies will notify the Commission when it expects customer demand for EV charging to exceed ten EVC stations per service territory and the Companies want to meet this need by providing additional EV charging stations.

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**Case No. 2015-00355**

**Question No. 11**

**Witness: David E. Huff / Rick E. Lovekamp**

Q-11. Refer to the Huff Testimony, page 11.

- a. Refer to lines 18-19. State whether notice will be posted at the charging stations that a user terminating a charging session before an hour has elapsed will be assessed the entire fee for the hour.
- b. Explain the reasons for choosing fees based only on hourly increments for charging sessions.
- c. State whether other charging session increments were considered. If so, state what increments were considered and why they were not chosen.
- d. State whether customers can select and preset their charging times so as to utilize only and exactly full hour sessions.
- e. Refer to lines 22-23. Identify the methods by which the Companies will market the charging stations under the EVSE, EVSE-R, and EVC tariffs, and the anticipated cost of each method.

A-11. The Companies have reviewed their methodology for selecting full hour increments for charging sessions and now recommend that charges be calculated on a prorated basis depending on the actual time the customer is connected to the charging station. ChargePoint has advised the Companies that this can be a significant issue with EV owners and calculating charges on a prorated basis is consistent with their national methods for fee based charging. Therefore, the Companies propose to add the following language to the Rate EVC Tariff to the Section entitled "Rate", "Charges for less than a full hour will be prorated based upon the portion of the hour connected to the charger." The Companies will also make this information available to consumers at the charging stations. Please note that this change does not affect the calculation of the hourly rates requested throughout this case, it only prorates the amount charged to a consumer based

upon time connected to the charger. The answers to the questions above are provided below.

- a. Notices will be posted at the charging stations describing such detail.
- b. For the EVC tariff, fees based on hourly increments were selected as a result of an electric vehicle needing multiple hours to obtain a full charge.
- c. Yes, other time increments were considered. The Companies reviewed the possibility of billing in four hour block increments as well as billing in per minute charges. The four hour block did not appear rational in that the Companies did not believe that most electric car owners would remain parked at a station for the entire four hour period and thus would choose to not utilize the service. Per minute increment billing was presumed to be difficult. The Companies now understand from ChargePoint that adjusting hourly charges on a prorated basis is common and recommends this method to maintain consistency with EV owner expectations and other fee based charging services across the nation.
- d. No, it is not possible for customers to select and preset their charging times. A customer, however, may make reservations on a charging station where he or she can select a starting time to start a charge. At that time, the charge must be initiated. It is our vendor's experience that enabling preset start and/or end times does not encourage a driver to move his vehicle. Thus, the vehicle will linger in the space (since it is not incurring any charging fees before or after a "preset" session), and prevent another driver from utilizing the station.
- e. The primary method to market the stations will utilize the Companies' website. The cost of using the Companies' website will be minimal. It will complement the current information on electric vehicles. Also contained within the content will be a simple method for inquiries to be submitted to designated company personnel. Additionally, the Companies plan to utilize EV groups like EVolve<sup>1</sup> Kentucky, Kentucky Clean Fuels Coalition, ChargePoint's EV Charger location service, and relationships with local sustainability offices as no or low cost options of promoting the EV charging service.

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<sup>1</sup> <https://www.facebook.com/EVolveKY> and <http://evolveky.com/>



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**Response to Commission Staff's First Request for Information  
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**Question No. 12**

**Witness: David E. Huff**

- Q-12. Refer to the Huff Testimony, Exhibit DEH-3. Confirm that the picture at the top of the page which shows "LG&E KU Session Costs" shows an amount other than that included in any of the proposed tariffs because the picture was provided for illustrative purposes.
- A-12. The amount shown in the picture at the top of the page was provided for illustrative purposes only and is not reflective of the tariffs proposed. Additionally, all the pictures in Exhibit DEH-3 and DEH-4 are for illustrative purposes to demonstrate the capability of the system to provide information to customers.

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**Question No. 13**

**Witness: Rick E. Lovekamp**

Q-13. Refer to the Application, Exhibit 4, the Lovekamp Testimony, page 4, lines 5-7. Identify and describe the services to be provided for which the companies will pay:

- a. the energy management fee; and
- b. the networking service plan fee.

A-13. a. The main services as part of the energy management fee include:

- Enhanced Reporting Functionality: Provides ability to monitor peak load, average power, and energy consumption in time intervals as small as 15 minutes
- Rights Granting: Full visibility and admin control of all stations in the network (i.e. if requested, update the pricing terms for hosted station).
- Real-time Power Output/Control: Provides real-time access of any port/station or for multiple arbitrary groups of stations so as to check if and why particular charging station is offline, ability to reboot station, in real-time view an actual charging session, and ability to set station offline (if needed).

b. The main services included in the networking service plan include:

- Networking and Security: Provides cellular connected stations and PCI Security certification as merchant.
- Remote Management: Provides full control over your own stations from any computer.
- Driver Support: Provides complete driver support 24 hours per day, 7 days a week, 365 days per year with technicians who can answer questions.

- **Station Host/Owner Support:** Provides dedicated remote station diagnosis support via a toll-free number to hosts / owners for any problems with the stations.
- **Flexible Pricing Controls:** Allows any combination of pricing mechanisms (per hour, per kWh, per session, or even free charging) with unlimited updates.
- **Base Reporting Functionality:** Provides, for user-specified time period and grouping of stations, the historical reporting on number of sessions, kWh usage, peak (kW) usage, charging times, and fees charged. User can also export report data into Excel or in CSV format for further analysis.
- **Reservations Functionality and Waitlist Notifications:** Provides driver the ability to reserve start time for charging (driver still needs to manually plug vehicle in at requested time). With waitlist notifications, drivers can queue in line for particular station. That is, if driver has a reservation, one can elect to be next “in line” for that particular station and receive a notification (via text or email) when prior session has concluded.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
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**Response to Commission Staff's First Request for Information  
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**Case No. 2015-00355**

**Question No. 14**

**Witness: Rick E. Lovekamp**

Q-14. Refer to the Lovekamp Testimony, page 7.

- a. Refer to lines 15-16. Explain whether the fuel adjustment clause ("FAC") charge applicable to the assumed energy usage will be included and appear on the customer's bill as part of the regular FAC charge, as a separate line item, or be subsumed within the EVSE-R charge.
- b. Refer to lines 19-20. Explain how the five-year term requirement for the service agreement was determined.

A-14. a. The FAC charge for EVSE (assumed energy) and EVSE-R customers will be part of the regular FAC charge on the bill.

- b. When offering a new technology there is a fear of reticence which may result in low participation. The Companies desire then is to balance customer (site host) participation with the host's commitment. Similar to existing company leasing programs, the five year term was chosen. This obligates both the Companies and the customer (site host) to a mutually beneficial time period.

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**Response to Commission Staff's First Request for Information  
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**Case No. 2015-00355**

**Question No. 15**

**Witness: Rick E. Lovekamp**

- Q-15. Refer to the Lovekamp Testimony, pages 7-8. Beginning on page 7, line 21, and continuing on page 8, Mr. Lovekamp discusses the Companies' request for a deviation from 807 KAR 5:006, Section 14(4) related to the time requirement for a new service connection. State the amount of time that is expected to be required to install a charging station under each of the EVSE and EVSE-R tariffs.
- A-15. The expected time to install a charging station for EVSE and EVSE-R customers, including site design and specifications, delivery of the charging station, installation of support facilities, and installation of charging station, is no more than eight weeks.

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**Response to Commission Staff's First Request for Information  
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**Case No. 2015-00355**

**Question No. 16**

**Witness: Rick E. Lovekamp**

- Q-16. Refer to the Lovekamp Testimony, page 8, lines 13-19, and Exhibit 1 of the Application, the tariffs for Rates EVSE and EVSE-R, paragraph No. 8, under "Terms and Conditions." These all state that the site host may assess a fee for the charging station to recover the cost of service and installation costs, but cannot profit from the resale of electricity.
- a. Explain how the prohibition on profiting from the resale of electricity will be enforced by the Companies.
  - b. The testimony refers to the proposal as being similar to the approach the Companies apply to landlord-tenant arrangements in which a landlord bills a tenant for electric service. Describe in detail the Companies' approach in situations involving landlords billing tenants for electric service.
- A-16. a. Both Rider EVSE-R and Rate EVSE prohibit the resale of energy, but permit a customer (site host) to allocate the cost of the charging service among those who use the charging station. This arrangement allows a customer to recover the monthly cost of the service plus its installation costs and any other costs related to hosting the charging station, but does not permit the customer to profit from the sale of electricity.

Accordingly, the Companies will rely primarily upon reports from the public to enforce the prohibition against resale. Upon receiving a report of a charging rate that significantly exceeds the rate under the Company's Proposed EVC Rate Schedule, the Company will request that the host explain how it determined its rate for charging services. If the host cannot demonstrate that its rate for electric charging services is recovering only its costs (the cost of electric service, charging station fee, installation costs, and administrative costs), then the Company will request that host reduce its rate for charging service or face possible removal of the station and payment of removal costs and the monthly service fees for the remaining term of the service agreement.

- b. Each of the Companies has in its filed tariff a prohibition against the resale of electric service. This provision provides:

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

Kentucky Utilities Company Tariff, PSC No. 17, Original Sheet 101.3; Louisville Gas and Electric Company Tariff, PSC Electric No. 10, Original Sheet 101.3. This rule reflects the guidance that the Commission and Commission Staff have provided in recent years.<sup>2</sup>

The Companies do not actively police their landlord customers, but will investigate to ensure compliance with the Companies' filed tariffs upon receiving a report of resale from the public or the Commission's Consumer Services Division. When a report is received, the Companies request that the landlord identify the rate that it assesses and provide evidence of the expenses that are to be recovered through the rate. If sufficient evidence cannot be provided, then the Companies will take steps to obtain the landlord's compliance with the tariff provision. If compliance cannot be obtained, the Companies can take all measures permitted by their tariff and the Commission's regulations related to a customer's failure to comply with utility rules and regulations.

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<sup>2</sup> See, e.g., PSC Staff Opinion 2015-009 (June 1, 2015); Letter from Beth O'Donnell, Executive Director, Public Service Commission, to Marc Treitler, Viterro Energy Services, Inc. (Oct. 14, 2004); Letter from Beth O'Donnell, Executive Director, Public Service Commission, to Harry Apostolos, Guardian Water and Power (Oct. 13, 2004). See also *Procedures Governing Sales of Electricity for Resale*, 85 P.U.R.3d 107 (Fla. PSC 1970).

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**Question No. 17**

**Witness: David E. Huff**

- Q-17. Refer to the Lovekamp Testimony, pages 8-9. Beginning at line 21 on page 8, Mr. Lovekamp discusses the EVC tariff and the Companies' request to provide charging services directly to the public. An example is provided in which an agreement is entered into with a local governmental unit to locate a charging station on public property. Explain whether the Companies envision that charging stations installed under the EVC tariff will be limited to agreements entered into with governmental entities. If not, explain.
- A-17. No, Electric vehicle charging stations that will provide service under the EVC tariff will not be located and installed solely under agreements with governmental entities. The Companies seek flexibility to locate charging services in a variety of locations and envision potential agreements with both governmental and private property owners. For example, a commercial parking lot may see no value in installing a charging station under Rider EVSE-R or Rate Schedule EVSE, but the Companies may find value in locating an EVC charging station in their parking lot to make EVC charging services available in that geographic area for the public.



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**Case No. 2015-00355**

**Question No. 18**

**Witness: Rick E. Lovekamp**

Q-18. Refer to the Lovekamp Testimony, page 9, lines 13-19, page 10, lines 4- 9, and Exhibits REL-1 and REL-2.

- a. Confirm that the weighted average daily costs for a single charger unit and a dual charger unit are derived by dividing the daily cost of a dual charger unit by two, adding the result to the daily cost of a single charger unit, and dividing the sum by two. If this cannot be confirmed, explain how it was derived.
- b. If the premise in part a. of this request can be confirmed, provide the reasoning and justification for the use of this approach.

A-18. a. Yes.

- b. Dividing the dual charger daily average by two creates a single charger daily price since two users can be connected to a dual charger at the same time. Nevertheless, this simple daily average cost would result in the end user paying more for a per hour charge if connected to a dual charging station versus being connected to a single charging station. In this same manner, the simple daily average cost of a single charging station is appropriate for end users that are connected to a single charging station.

However, since it is unknown what type of station will exist (single charger, dual charger, combination), a weighted daily average was used. Hence, the end user will pay the appropriate rate per hour regardless of the type of charging station that is in service.

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**Response to Commission Staff's First Request for Information  
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**Case No. 2015-00355**

**Question No. 19**

**Witness: David E. Huff**

- Q-19. Refer to the Lovekamp Testimony, page 9, lines 19-23. Explain how the Companies developed the assumption that the charging stations would be used for four hours per day and will consume 4 kWh each hour.
- A-19. Charging equipment for plug-in hybrid electric vehicles and all-electric vehicles is classified by the rate at which the batteries are charged. Charging times vary based on how depleted the battery is, how much energy it holds, the type of battery, and the type of EVSE. Charging time can vary greatly depending upon these factors<sup>3</sup>. In order to develop rates the Companies assumed each charging station would provide one charge per day. Most electric vehicle batteries range in size from approximately 16 kWh (2014 Chevy Volt) to 24 kWh (2014 Nissan Leaf). The Level 2 charging stations selected are 208/240 volt 40 amp stations which can provide a full charge to most electric vehicles within four hours. Thus, the 16 kWh battery in four hours of charging was calculated to consume 4 kWh per hour (16 kWh / 4 hours).

The Companies recognize that EVSE rates may need to be adjusted in the future based upon actual charging times of electric vehicle owners.

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<sup>3</sup> Source: DOE/Alternative Fuels Data Center (link:  
[http://www.afdc.energy.gov/fuels/electricity\\_infrastructure.html](http://www.afdc.energy.gov/fuels/electricity_infrastructure.html))

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**Question No. 20**

**Witness: Rick E. Lovekamp**

- Q-20. Refer to the Lovekamp Testimony, page 12, lines 4- 8, which discuss the annual update to the EVC tariff proposed by the Companies. State whether the Companies envision the proposed annual filing to be a tariff filing, an application filing, or a post-case filing under the docket number of this proceeding.
- A-20. The Companies will submit the annual updates as a tariff filing.

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**Question No. 21**

**Witness: Rick E. Lovekamp**

- Q-21. Refer to the Lovekamp Testimony, Exhibit REL-1, pages 1 and 3 of 6. Provide the supporting calculation(s) for the \$.03 shown on page 1 for the environmental surcharge and explain how the table at the bottom of page 3 supports that amount.
- A-21. The charging stations apply the General Service (GS) energy charge which is considered a Group 2 in terms of monthly environmental surcharge calculations (ECR). As such the methodology shown below is used to determine an hourly ECR amount.

The table on page 3 (REL-1) lists the monthly Group 1 and Group 2 factors over the course of one year. While Group 1 and Group 2 annual averages are shown, only the Group 2 average is used for the Companies' calculations.

**LG&E:**

$$.03 = (\$4.01 \text{ kWh/hr} \times (\$.08948 \text{ GS energy} - \$.02725 \text{ Base Fuel Factor} + 0 \text{ Basic Svc. Charge})) \times 11.39\% \text{ Group 2 average}$$

**KU:**

$$.02 = (\$4.01 \text{ kWh/hr} \times (\$.09874 \text{ GS energy} - \$.02892 \text{ Base Fuel Factor} + 0 \text{ Basic Svc. Charge})) \times 8.01\% \text{ Group 2 average}$$

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**Question No. 22**

**Witness: Rick E. Lovekamp**

- Q-22. Provide an electronic copy of Exhibits REL-1 and REL-2 in Excel spreadsheet format with the formulas intact and unprotected.
- A-22. All files are being provided on a CD-ROM. The information requested is confidential and proprietary and is being filed under seal pursuant to a Petition for Confidential Protection.

# Attachment Confidential

The entire attachment is  
Confidential and  
provided separately  
under seal.

**LOUISVILLE GAS AND ELECTRIC COMPANY  
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**Question No. 23**

**Witness: Rick E. Lovekamp**

- Q-23. Explain why an increase in demand revenue for EVSE-R customers was not taken into consideration in calculating the proposed rates for that tariff.
- A-23. EVSE-R is available as a rider to customers to be served or currently being served under Company's Standard Rate Schedules GS (with energy usage of 500 kWh or higher per month), PS, TODS, TODP, RTS, and FLS, for the purpose of charging electrical vehicles, whereby the Customer installs and owns facilities on its side of the point of delivery of the energy supplied hereunder necessary to serve Company-provided charging station. The energy and demand of the electric vehicle charging station will be billed on the customer's appropriate rate schedule as the energy will be consumed through the customer's existing meter.

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**Case No. 2015-00355**

**Question No. 24**

**Witness: Rick E. Lovekamp**

- Q-24. Provide a sample bill for each of the three proposed tariffs.
- A-24. See attached sample bills for EVSE and EVSE-R.

No paper bill will be issued for charging services provided under Rate EVC. Each charging station has a LCD display. Prior to the start of the charging session, the station will display a message that states the EVC hourly rate, the rate of each applicable tax, and the amount of such tax for a one-hour charging session. When the charging session has ended, the station will display the energy provided, the duration of the charging session, the total amount of the bill, which includes total taxes and fees. It will not itemize the taxes and fees assessed on the service. The charging stations are not currently capable of listing individual tax amounts for a charging session. The charging station's manufacture has represented to the Companies that it plans to modify the LCD displays in the future to list individual taxes and fees. The information provided at the start of the charging session, however, will enable the EVC customer to determine the total amount of assessed taxes.





a PPL company

Customer Service:  
Telephone Payments:

Walk-In Center:  
Online Customer Self-Service:

1-800-331-7370 (M-F, 7 a.m. to 6 p.m. ET)  
1-800-331-7370; press 2-2-3  
(24 hours a day; \$2.25 fee)  
Open Mon-Fri 8 a.m. to 5 p.m. ET  
[www.lge-ku.com](http://www.lge-ku.com) (24 hours a day)

DUE DATE	Pay This Amount
02/02/16	\$1,199.05

**Current due date applies to the current bill only. Previous amount due may be subject to disconnection.**

Averages for Billing Period	This Year	Last Year
Average Temperature	37°	40°
Number of Days Billed	33	33
Electric/kwh per day	16.0	82.6

ACCOUNT INFORMATION	
Account Number:	3000-8765-4321
Account Name:	SPORTING GOODS STORE
Service Address:	500 Touchdown Ave SHEPHERDSVILLE KY
Next Read Will Occur:	02/03/16 - 02/05/16
Date Bill Mailed:	12/17/15 (Meter Read Portion 03)

BILLING SUMMARY	
Previous Balance	893.30
Payment(s) Received 12/18 - 12/17	0.00
Balance as of 12/17	893.30
Current Electric Charges	280.05
Current Taxes and Fees	25.70
Current Charges as of 12/17	305.75
<b>Total Amount Due</b>	<b>1,199.05</b>

### ELECTRIC CHARGES

Rate Type: General Service Single Phase		Meter Reading Information	
Basic Service Charge	25.00	Meter # 700544	
Energy Charge (\$0.08948 x 528 kWh)	47.25	Estimated Reading on 1/5/16	44846
Electric DSM (\$0.00066 x 528 kWh)	0.35	Previous Reading on 12/3/15	44318
Environmental Surcharge (15.12% x (\$72.60 - \$14.39))	8.80	<b>Current kwh Usage</b>	<b>528</b>
Electric Fuel Adjustment (\$-0.00207 x 528 kWh)	-1.09	Meter Multiplier	1
<b>Rate Type: EV Supply Equipment - Single Charger</b>		<b>Metered kwh Usage</b>	<b>528</b>
EVSE Single EV Charger Fee	176.13		
Environmental Surcharge (15.12% x (\$176.13 - \$13.30))	24.62		
Electric Fuel Adjustment (\$-0.00207 x 488 kWh)	-1.01		
<b>Total Electric Charges</b>	<b>\$280.05</b>		

### TAXES AND FEES

Rate Increase For School Tax (3.00% x \$280.05)	8.40
Electric Sales Tax (6.00% x \$288.45)	17.30

Please see reverse side for additional charges.

Customer Service 1-800-331-7370

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Winter Help Donation	Amount Enclosed
3000-8765-4321	02/02/16	\$1,199.05	\$1,201.68		\$

Check here if plan(s) requested on back of stub

OFFICE USE ONLY: AJ  
MRU03835700, G932060  
P893.30  
PF:Y eB:P



PO BOX 9001960  
LOUISVILLE, KY 40290-1960

#121096305 2#  
SPORTING GOODS STORE  
500 TOUCHDOWN AVE  
SHEPHERDSVILLE KY 40165-8987

PRINTED ON RECYCLED PAPER  
Rev. 15.12.02

Service Address: 500 Touchdown Ave

Attachment to Response to PSC-1 Question No. 24

Page 1 of 9  
Lovekamp

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**TAXES AND FEES (cont)**

<b>Total Taxes and Fees</b>	<b>\$25.70</b>
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**BILLING INFORMATION**

**Rate GS Environmental Surcharge:** The fuel cost of \$14.39 included in the Energy Charge and the Fuel Adjustment were deducted from the Electric Charges before multiplying the Billing Factor of 15.12%.

**Rate EVSE Environmental Surcharge:** The fuel cost of \$13.30 included in the Energy Charge and the Fuel Adjustment were deducted from the Electric Charges before multiplying the Billing Factor of 15.12%.

Late Charge to be Assessed After Due Date                      \$2.63

**THIS IS AN ESTIMATED BILL**

We have been estimating one or more meter readings in order to bill your service. We ask for your cooperation to help us read the meter(s). Your utility service could be disconnected if access is not granted. Please call us at the phone number listed on your bill to discuss other options for reading your meter(s).

**CORRECTED BILL**

After preparing your original bill, we discovered the billing was incorrect. We have made the necessary changes to correct the bill. We apologize for any inconvenience this incorrect billing may have caused you. Please call the phone number on your bill if you have any questions.

**IMPORTANT INFORMATION**

For a copy of your rate schedule, visit [www.lge-ku.com](http://www.lge-ku.com) or call our Customer Service Department.

New enrollment only - **Please check box(es) below and on front of stub.**

- Auto Pay (voided check must be provided). *Please note that any past due balance on your LG&E account will be debited from your bank account immediately upon enrollment in the Auto Pay program. To avoid unintended debits to your bank account, please make sure your LG&E account balance is current before enrolling in Auto Pay.*

**Please deduct my Auto Pay Payment from my Checking Account.**

*I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.*

Signature: \_\_\_\_\_

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

*Processing Auto Pay requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.*

**Attachment to Response to PSC-1 Question No. 24**

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**Lovekamp**



a PPL company

Customer Service:  
Telephone Payments:

Walk-In Center:  
Online Customer Self-Service:

1-800-331-7370 (M-F, 7 a.m. to 6 p.m. ET)  
1-800-331-7370; press 2-2-3  
(24 hours a day; \$2.25 fee)  
Open Mon-Fri 8 a.m. to 5 p.m. ET  
[www.lge-ku.com](http://www.lge-ku.com) (24 hours a day)

DUE DATE	Pay This Amount
02/03/16	\$2,352.71

**Current due date applies to the current bill only. Previous amount due may be subject to disconnection.**

Averages for Billing Period	This Year	Last Year
Average Temperature	37°	40°
Number of Days Billed	33	31
Electric/kwh per day	150.6	99.1
Gas/ccf per day	2.3	0.9

ACCOUNT INFORMATION	
Account Number:	3000-1234-5678
Account Name:	XYZ COMPANY
Service Address:	5432 S North Ave LOUISVILLE KY
Next Read Will Occur:	02/04/16 - 02/08/16
Date Bill Mailed:	12/17/15 (Meter Read Portion 04)

BILLING SUMMARY	
Previous Balance	1,539.74
Payment(s) Received 11/19 - 12/17	0.00
Balance as of 12/17	1,539.74
Current Electric Charges	663.70
Current Gas Charges	101.23
Current Taxes and Fees	48.04
Current Charges as of 12/17	812.97
<b>Total Amount Due</b>	<b>2,352.71</b>

### ELECTRIC CHARGES

**Rate Type: General Service Three Phase**

Basic Service Charge	40.00
Energy Charge (\$0.08948 x 4,972 kWh)	444.89
Electric DSM (\$0.00066 x 4,972 kWh)	3.28
Environmental Surcharge (15.12% x (\$488.17 - \$135.49))	53.33
Electric Fuel Adjustment (\$-0.00207 x 4,972 kWh)	-10.29
EVSE-R Single EV Charger Fee	132.49
<b>Total Electric Charges</b>	<b>\$663.70</b>

### GAS CHARGES

**Rate Type: Firm Commercial Gas Service**

Basic Service Charge	40.00
Gas Distribution Charge (\$0.21504 x 77 ccf)	16.56
Gas Supply Component (\$0.34068 x 77 ccf)	26.23

Please see reverse side for additional charges.

Customer Service 1-800-331-7370

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Winter Help Donation	Amount Enclosed
3000-1234-5678	02/03/16	\$2,352.71	\$2,377.10		\$

Check here if plan(s) requested on back of stub

OFFICE USE ONLY:  
MRU04821035, G000000  
P1,539.74  
PF:Y eB:P



#121096303 7#  
XYZ COMPANY  
3000 ROAD ST  
TOWNSHIP TN 37013-2413

PO BOX 9001960  
LOUISVILLE, KY 40290-1960

Attachment to Response to PSC-1 Question No. 24

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Lovekamp

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**GAS CHARGES (cont)**

Weather Normalization Adjustment (\$0.21504 x -1.952 ccf)	-0.42
Gas DSM (\$0.00057 x 77 ccf)	0.04
Gas Line Tracker (\$16.92 x 26/33 Days)	13.33
Gas Line Tracker (\$25.87 x 07/33 Days)	5.49
<b>Total Gas Charges</b>	<b>\$101.23</b>

**METER AND USAGE INFORMATION**

**ELECTRIC**

	<u>Meter Number</u>	<u>Previous Read Date</u>	<u>Previous Reading</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Read Code</u>	<u>Meter Multiplier</u>	<u>Demand</u>	<u>kWh</u>
<b>General Service Three Phase</b>									
kwh	882517	12/04/15	18428	01/06/16	23400	R	1		4972
kW-BS	882517	12/04/15		01/06/16	6.5000	R	1	6.5	
							<b>Total Usage</b>		<b>4972</b>

**GAS**

	<u>Meter Number</u>	<u>Previous Read Date</u>	<u>Previous Reading</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Read Code</u>	<u>Meter Multiplier</u>	<u>ccf</u>
<b>Firm Commercial Gas Service</b>								
ccf	558019	12/04/15	3248	01/06/16	3325	R	1	77
							<b>Total Usage</b>	<b>77</b>

**TAXES AND FEES**

Franchise Fee-Louisville (2.00% x \$101.23)	2.02
Electric Sales Tax (6.00% x \$663.70)	39.82
Gas Sales Tax (6.00% x \$103.25)	6.20
<b>Total Taxes and Fees</b>	<b>\$48.04</b>

**BILLING INFORMATION**

**Rate GS Environmental Surcharge:** The fuel cost of \$135.49 included in the Energy Charge and the Fuel Adjustment were deducted from the Electric Charges before multiplying the Billing Factor of 15.12%.

Late Charge to be Assessed After Due Date \$24.39

New enrollment only - **Please check box(es) below and on front of stub.**

- Auto Pay (voided check must be provided). *Please note that any past due balance on your LG&E account will be debited from your bank account immediately upon enrollment in the Auto Pay program. To avoid unintended debits to your bank account, please make sure your LG&E account balance is current before enrolling in Auto Pay.*

**Please deduct my Auto Pay Payment from my Checking Account.**

*I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.*

Signature: \_\_\_\_\_

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

*Processing Auto Pay requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.*

**BILLING INFORMATION (cont)**

Meter Read Codes

R - Actual Read; V - Verified Read; E - Estimated Read; S - Self Read

**CORRECTED BILL**

After preparing your original bill, we discovered the billing was incorrect. We have made the necessary changes to correct the bill. We apologize for any inconvenience this incorrect billing may have caused you. Please call the phone number on your bill if you have any questions.

**IMPORTANT INFORMATION**

For a copy of your rate schedule, visit [www.lge-ku.com](http://www.lge-ku.com) or call our Customer Service Department.



a PPL company

Customer Service:  
Telephone Payments:

Walk-In Center:  
Online Customer Self-Service:

1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)  
1-800-383-5582; press 2-2-3  
(24 hours a day; \$2.25 fee)  
Open Mon-Fri 8 a.m. to 5 p.m. ET  
www.lge-ku.com (24 hours a day)

DUE DATE	Pay This Amount
01/22/16	\$799.37

**Current due date applies to the current bill only. Previous amount due may be subject to disconnection.**

Averages for Billing Period	This Year	Last Year
Average Temperature	39°	38°
Number of Days Billed	22	31

ACCOUNT INFORMATION	
Account Number:	3000-6789-6789
Account Name:	ABC COMPANY
Service Address:	100 W Main St BIGCITY KY
Next Read Will Occur:	01/25/16 - 01/27/16
Date Bill Mailed:	12/17/15 (Meter Read Portion 16)

BILLING SUMMARY	
Previous Balance	488.84
Payment(s) Received 12/17 - 12/17	0.00
Balance as of 12/17	488.84
Current Electric Charges	388.69
Current Taxes and Fees	42.89
Current Charges as of 12/17	431.58
<b>Total Amount Due</b>	<b>799.37</b>

### ELECTRIC CHARGES

**Rate Type: EV Supply Equipment - Single Charger**  
 EVSE Single EV Charger Fee (2 x \$180.83) 361.66  
 Environmental Surcharge (10.07% x (\$361.66 - \$28.23)) 33.58  
 Fuel Adjustment (\$-0.00671 x 976 kWh) -6.55  
**Total Electric Charges \$388.69**

### Meter Reading Information

Meter #  
 Current Reading on 1/1/70  
 Previous Reading on 1/1/70  
**Current Usage 0**  
 Meter Multiplier 0  
**Metered Usage 0**

### TAXES AND FEES

Rate Increase For School Tax (3.00% x \$388.69) 11.66  
 Franchise Fee-Stanford (1.75% x \$388.69) 6.80  
 Sales Tax (6.00% x \$407.15) 24.43  
**Total Taxes and Fees \$42.89**

Please see reverse side for additional charges.

Customer Service 1-800-383-5582

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Winter Care Donation	Amount Enclosed
3000-6789-6789	01/22/16	\$799.37	\$799.37		\$

Check here if plan(s) requested on back of stub

OFFICE USE ONLY: 62, E62  
MRU16211106, G000000  
P488.84  
PF:Y eB:P



#221096302 7#  
ABC COMPANY  
PO BOX 123  
BIGCITY KY 40484-0356

PO BOX 9001954  
LOUISVILLE, KY 40290-1954

Attachment to Response to PSC-1 Question No. 24

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Lovekamp

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Rev. 15.12.02

Service Address: 100 W Main St

BILLING INFORMATION
<p><b>Rate EVSE Environmental Surcharge:</b> The fuel cost of \$28.23 included in the Energy Charge and the Fuel Adjustment were deducted from the Electric Charges before multiplying the Billing Factor of 10.07%.</p> <p><b>CORRECTED BILL</b> After preparing your original bill, we discovered the billing was incorrect. We have made the necessary changes to correct the bill. We apologize for any inconvenience this incorrect billing may have caused you. Please call the phone number on your bill if you have any questions.</p>
IMPORTANT INFORMATION
<p>For a copy of your rate schedule, visit <a href="http://www.lge-ku.com">www.lge-ku.com</a> or call our Customer Service Department.</p>

New enrollment only - **Please check box(es) below and on front of stub.**

- Auto Pay (voided check must be provided). *Please note that any past due balance on your KU account will be debited from your bank account immediately upon enrollment in the Auto Pay program. To avoid unintended debits to your bank account, please make sure your KU account balance is current before enrolling in Auto Pay.*

***Please deduct my Auto Pay Payment from my Checking Account.***

*I hereby authorize KU to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future KU accounts, and will remain in effect until revoked by me or KU.*

Signature: \_\_\_\_\_

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

*Processing Auto Pay requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.*

**Attachment to Response to PSC-1 Question No. 24**

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**Lovekamp**



a PPL company

Customer Service:  
Telephone Payments:

Walk-In Center:  
Online Customer Self-Service:

1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)  
1-800-383-5582; press 2-2-3  
(24 hours a day; \$2.25 fee)  
Open Mon-Fri 8 a.m. to 5 p.m. ET  
[www.lge-ku.com](http://www.lge-ku.com) (24 hours a day)

DUE DATE	Pay This Amount
01/20/16	\$3,838.30

**Current due date applies to the current bill only. Previous amount due may be subject to disconnection.**

Averages for Billing Period	This Year	Last Year
Average Temperature	42°	39°
Number of Days Billed	30	29
Electric/kwh per day	232.0	191.7

ACCOUNT INFORMATION	
Account Number:	3000-4321-4321
Account Name:	SOME COFFEE HOUSE
Service Address:	123 Mocha Java Ln LA GRANGE KY
Next Read Will Occur:	01/21/16 - 01/25/16
Date Bill Mailed:	12/17/15 (Meter Read Portion 14)

BILLING SUMMARY	
Previous Balance	2,591.94
Payment(s) Received 12/1 - 12/17	0.00
Balance as of 12/17	2,591.94
Current Electric Charges	1,109.25
Current Taxes and Fees	137.11
Current Charges as of 12/17	1,246.36
<b>Total Amount Due</b>	<b>3,838.30</b>

### ELECTRIC CHARGES

**Rate Type: General Service Three Phase**

Basic Service Charge	40.00
Energy Charge (\$0.09874 x 6,960 kWh)	687.23
Electric DSM (\$0.00062 x 6,960 kWh)	4.32
Environmental Surcharge (10.07% x (\$731.55 - \$201.28))	53.40
Fuel Adjustment (\$-0.00671 x 6,960 kWh)	-46.70
EVSE-R Dual EV Charger Fee (3 x \$206.11 x 18/30 Days)	371.00
<b>Total Electric Charges</b>	<b>\$1,109.25</b>

Please see reverse side for additional charges.

Customer Service 1-800-383-5582

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Winter Care Donation	Amount Enclosed
3000-4321-4321	01/20/16	\$3,838.30	\$3,838.30		\$

Check here if plan(s) requested on back of stub

OFFICE USE ONLY:  
MRU14251704, G000000  
P2,591.94  
PF:Y eB:P



PO BOX 9001954  
LOUISVILLE, KY 40290-1954

#221096304 3#  
SOME COFFEE HOUSE  
123 MOCHA JAVA LN  
LA GRANGE KY 40031-1214

PRINTED ON RECYCLED PAPER  
Rev. 15.12.02

Service Address: 123 Mocha Java Ln

Attachment to Response to PSC-1 Question No. 24

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Lovekamp

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**METER AND USAGE INFORMATION**

**ELECTRIC**

	<u>Meter Number</u>	<u>Previous Read Date</u>	<u>Previous Reading</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Read Code</u>	<u>Meter Multiplier</u>	<u>Demand</u>	<u>kWh</u>
<b>General Service Three Phase</b>									
<b>kwh</b>	C523076	11/18/15	24505	12/18/15	24679	R	40		6960
<b>kW-BS</b>	C523076	11/18/15		12/18/15	0.6400	R	40	25.6	
							<b>Total Usage</b>		<b>6960</b>

**TAXES AND FEES**

Rate Increase For School Tax (3.00% x \$1,109.25)	33.28
Franchise Fee-La Grange (3.00% x \$1,109.25)	33.28
Sales Tax (6.00% x \$1,175.81)	70.55
<b>Total Taxes and Fees</b>	<b>\$137.11</b>

**BILLING INFORMATION**

**Rate GS Environmental Surcharge:** The fuel cost of \$201.28 included in the Energy Charge and the Fuel Adjustment were deducted from the Electric Charges before multiplying the Billing Factor of 10.07%.

Meter Read Codes R - Actual Read; V - Verified Read; E - Estimated Read; S - Self Read

**CORRECTED BILL**

After preparing your original bill, we discovered the billing was incorrect. We have made the necessary changes to correct the bill. We apologize for any inconvenience this incorrect billing may have caused you. Please call the phone number on your bill if you have any questions.

**IMPORTANT INFORMATION**

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*I hereby authorize KU to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future KU accounts, and will remain in effect until revoked by me or KU.*

Signature: \_\_\_\_\_

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

*Processing Auto Pay requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.*

**LOUISVILLE GAS AND ELECTRIC COMPANY  
AND  
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's First Request for Information  
Dated December 9, 2015**

**Case No. 2015-00355**

**Question No. 25**

**Witness: Rick E. Lovekamp**

- Q-25. Refer to the Application, Exhibit 1, proposed EVSE tariff, the Terms and Conditions, paragraph 6, and to the Lovekamp Testimony, pages 4-5, which state that a 10-year average service life was determined for the charging stations.
- a. Explain the choice of, and basis for, the use of a 20-year service period specified in paragraph 6.
  - b. Explain the choice of, and basis for, the use of 5-year period regarding replacement after removal specified in paragraph 6.
  - b. Since tariff EVSE requires customers to pay for charging station installations, explain whether and under what conditions the costs of reinstallations of removed stations would therefore be treated differently from the costs of initial installations.
  - c. State whether a customer would incur any costs for a charging station reinstallation if all the time-period conditions of EVSE, paragraph 6, were met and exceeded.
- A-25. a. The Companies chose to use this same language that exists in the Companies' (LS tariff) Lighting Terms and Conditions. Although not a lighting fixture, a charging station is a fixture that requires support facilities, capital investment, installation and maintenance.
- b. This language simply ensures that if the Companies have to re-make a site ready for electric service within these parameters, then the customer (site host) pays for the labor to reinstall the station(s).
  - b. If most or all Company-owned facilities (i.e. poles, transformers, cable) are still in place and up to the National Safety Code Standards, then the Companies' reinstallation charges could be minimal. Customers (site hosts) will still incur the installation costs attributed to the reinstallation of the electric vehicle charging station.

- c. Similar to response b above and PSC-1 Question No. 2, customers (site hosts) will incur reinstallation costs related to making their chosen site ready to receive electric service and will incur the reinstallation costs attributed to the reinstallation of the electric vehicle charging station.