

**LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION
AND G & S CONTRACTING, INC.
LINE CONSTRUCTION WORK ORDERS**

CONTRACT

This **AGREEMENT**, made and entered into this 06th day of December, 2016, to become effective the 01st day of January, 2017, for the term of one year, and between **JAMES GOBLE, PRESIDENT, (FEDERAL IDENTIFICATION NUMBER 61-115-6213), G & S CONTRACTING, INC., 81 WILLOW DRIVE, AUXIER, KENTUCKY 41602**, (Hereinafter referred to as the "Contractor"), and **LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION, 271 MAIN STREET, WEST LIBERTY, KENTUCKY**, (Hereinafter referred to as the "Cooperative").

WITNESSETH: That for and in consideration of the premises and the separate and several and mutual agreements of the parties hereto, the Contractor hereby agrees for the continuation of line construction work orders; excluding any changes or additions designated by Project or otherwise by the Cooperative at the price and upon the terms and conditions as follow, to-wit:

1. The Contractor, shall furnish all labor, tools, machinery, and equipment of every kind, and shall do and perform each and every act and thing, necessary or proper for carrying out and performing the above-mentioned work (Hereinafter collectively referred to as "Work").

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2. In performing the Work, the Contractor shall provide maximum clearance for wires, depending upon permit obtained, when/where required by regulations and/or the Cooperative.

Obtain from the Cooperative information as to the nature of the electric circuits involved before the Work is commenced. It being expressly understood by the Contractor that the electric circuits of the Cooperative are to continue in normal operation during the performance of any job constituting a part of the Work, and that the Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interference with the normal operation of such electric circuits.

3. The Contractor shall perform and carry out the Work in accordance with the directions and instructions of the Superintendent of Construction and Maintenance or his/her properly designated representative, and in the absence of specified directions for any particular type of work in the manner best suited to the conditions surrounding the performance of the Work.

4. The Contractor, shall procure, prior to doing any job constituting a part of the Work, all necessary permits, consents, authorizations, releases, and waiver of damages from all property owners involved, and from all state, municipal and other governmental authorities having jurisdiction, including the state Highway Commission of Kentucky. The Contractor shall immediately notify the Cooperative if the Contractor is unable to procure any of the necessary aforesaid permits, consents, authorizations, releases and waiver of damages or is required to

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pay a charge therefor. The Contractor shall permit the Cooperative in every such case to assist the Contractor in procuring the required consents and authorizations. The Contractor shall not obligate the Cooperative to make any payments to property owners, state, municipal and other governmental agencies for or in connection with the cutting or trimming of trees or the obtaining of such consents and authorizations; provided, however, that the Cooperative shall reimburse the Contractor for all charges paid by it in obtaining all such permits, consents, authorizations, releases and waiver of damages approved for payment by the Cooperative.

5. The Contractor hereby warrants and guarantees that all the Work will be done and performed in a proper and workpersonlike manner and according to approved methods employed at the time in the doing of like work by skilled line personnel. The Contractor shall use at all times proper skill, control, and care in the prosecution of the Work Project, shall take all due and proper precautions to prevent injury to any person or property, shall properly guard and protect at all times all dangerous places and shall provide and maintain all necessary and suitable barricades, danger signals and all other structures necessary or proper to guard and protect all persons and property from injury by reason of or in connection with the Work.

6. The Contractor shall, upon completion of a job at each location constituting a part of the Work, promptly remove all of its apparatus and equipment,

in accordance with all applicable laws, ordinances and regulations and to the satisfaction of the property owners involved and the Cooperative.

7. The Contractor assumes all risk of injury that it or its agents, servants, or employees may sustain from the poles, towers, lines, wires, and electricity and from all other equipment apparatus, structures and property of the Cooperative and covenants to indemnify and hold harmless the Cooperative against any and all liability for damages in the premises.

8. The Contractor shall defend any and all suits brought against the Cooperative by any employees of the Contractors or other persons (whether employed by the Contractor or not) for damages alleged or claimed to have been caused by or through the Work done by the Contractor or by any sub-contractor under agreement, and to indemnify and save harmless the Cooperative from and against any and all claim or claims arising out of the Work done by the Contractor, or by any sub-contractor hereunder; also to pay, liquidate and discharge any and all claims or demands for injury, loss or damage to any and all persons or property caused by, growing out of, or incidental to, the Work done by the Contractor under this agreement, including all costs of suit and reasonable attorney fees; and in the event of any accident or claim, the Contractor shall give immediate notice to the Cooperative.

9. **G & S CONTRACTING, INC.** agrees to defend, pay on behalf of and hold harmless **LICKING VALLEY RURAL ELECTRIC COOPERATIVE**

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CORPORATION and its directors, officers, agents, and employees from all claims of whatsoever nature or kind, including those brought by employees of **G & S CONTRACTING, INC.** or subcontractors, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this agreement by **G & S CONTRACTING, INC.**, its employees, agents and subcontractors. **G & S CONTRACTING, INC.** agrees to defend and pay all costs in defending these claims, including attorney fees.

Further, **G & S CONTRACTING, INC.** agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$250,000 each accident, \$500,000 disease-policy limit, \$250,000 disease-each employee, and \$1,000,000 combined. **LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION** shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by this agreement. **G & S CONTRACTING, INC.** shall furnish a certificate of insurance to **LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION** showing that the above obligations and requirements are provided for by a qualified insurance carrier, and showing **LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION** as an additional insured on such insurance.

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10. The Contractor, at its own cost and expense, shall procure and keep in force during the entire term of this agreement a policy or policies of insurance, in form and in such amounts acceptable to the Cooperative and issued by some responsible and reliable insurance company, adequately covering the Contractor and the Cooperative with Public Liability and Property Damages Insurance, (including such type of insurance on all automotive equipment of Contractor) and Contractor's Protective Liability Insurance (including such type of insurance on automotive equipment) in connection with all the Work to be performed hereunder. Upon the request of the Cooperative the Contractor shall deliver said insurance policy or policies, or proper certificate or certificates as to such insurance to the Cooperative. The minimum amount of liability insurance coverage to be maintained by Contractor hereunder shall be the amount of \$1,000,000.00. The Contractor shall guarantee and pay to each and every one of the employees of Contractor, and to the dependents of such employees, engaged or employed upon or in and about any job constituting a part of said Work the wages, compensation, relief, insurance, pension or benefits provided for in and by any and every valid and applicable state or federal Workmen's Compensation Law, Occupational Disease Act, Employer's Liability Act, Unemployment Insurance Law or Social Security Act applicable to said Work or to Contractors and in force in the State of Kentucky at any time during the entire term of this agreement, and shall insure and keep insured Contractors' Liability to pay such compensation, relief, insurance, pension or benefits under every said law in some company or association authorized to

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insure liability to pay compensation relief, insurance, pensions or benefits under said law and acceptable to or approved by the respective administrative board or body charged with the enforcement of said law; and, upon request therefor, shall deliver a proper certificate or certificates as to such insurance to the Cooperative.

11. The Contractor shall obtain and keep in force during the whole of the effective period of this agreement a certificate from the Industrial Board of the State of Kentucky and shall forthwith deliver to the Cooperative a copy of said certificate; shall pay all compensations, physicians' fees, hospital fees, nurses' charges and burial expense due to any person on account of the treatment, hospitalization, care of burial of any employee of Contractor who may suffer injury, occupational illness or death in the course of the performance of any part of said Work as Contractor may be required to do by any workmen's compensation law or employers' liability law applicable; and shall indemnify and save harmless the Cooperative from any and all liability to pay any such compensation, physicians' fees, hospital fees, nurse's charge and burial expense.

12. The Contractor shall present to a duly designated representative of the Cooperative at the beginning of each week next subsequent a report in a form satisfactory to the Cooperative of each phase of Work by the Contractor hereunder in the preceding week.

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13. The Cooperative shall pay to the Contractor for the Work at the rate of:

<u>LABOR RATES PER HOUR:</u>	<u>ST</u>	<u>OT</u>
Supervisor	\$65.00	\$97.50
Lineman A	\$58.00	\$87.00
Lineman B	\$53.00	\$79.50

<u>EQUIPMENT RATES:</u>	<u>Hourly</u>
Bucket Truck	\$45.00
Digger/Derrick Truck	\$45.00
Backyard Machine	\$37.00
Track Machine 6060	\$170.00
Service Truck	\$18.00
Dozer D6K with winch	\$89.00
Multi Tensioner Reel Trailer	\$16.00
Tensioner/Puller	\$16.00
Pole Trailer	\$8.00
Single Reel Trailer	\$8.00
Four Wheeler/Side-By-Side	\$5.00

Chain saws, drills and necessary line tools are furnished with the equipment.

The aforementioned payment and compensation shall cover and be in full payment at all costs and expenses incurred by the Contractor in connection with the

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work, including insurance, all forms of taxes, and all labor materials, tools and equipment. The Cooperative shall pay for all Work performed in any period of time agreed upon by the Cooperative and Contractor if the invoices are to be rendered monthly, and are to be paid within ten days of date of invoice.

(a) Prompt completion in a satisfactory and workpersonlike manner of any job performed hereunder, and

(b) Full protection to the Cooperative against (1) any, and all claims that are or could be made on account of public or employees' liability in connection with any such job and (2) any and all penalties that are incurred by or imposed upon the Cooperative or the Contractor, or both, by reason of the violation by the Contractor, or by any of its employees, or any law of the State of Kentucky, or any valid ordinance of any municipality and (3) any damages that are alleged to have been occasioned to any person or property by trespass, negligence or other wrongful act and which arise out of, in connection with, or on account of the doing of any job constituting a part of the Work.

14. This agreement shall become effective January 01, 2017, and shall be completed within the specified time and terms from the Cooperative's general superintendent with the only exceptions being weather interference agreed upon by both Contractor and Cooperative. If completion of this Contract has not been accomplished as so stated above in this paragraph, then there shall be enacted a penalty charge of five hundred dollars (\$500.00) per day until said Contract has been satisfactorily completed.

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15. The Contractor shall have no authority to act for or bind the Cooperative and shall act for itself alone, it being the intention that the Contractor shall be and remain an independent Contractor, and that nothing herein contained shall be construed as inconsistent with that status.

16. The Contractor shall not assign this agreement or any part thereof, or sublet any of the Work to be performed hereunder by the Contractor without first having obtained the written consent of the Cooperative hereto.

17. None of the provisions of this Agreement are intended to create, nor shall be deemed nor construed to create, any relationship between **LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION** and **G & S CONTRACTING, INC.**, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. Neither of the parties, nor any of their respective officers, Directors, or employees shall be construed to be an agent, employee, or representative of the other. Neither party is authorized to represent the other for any purpose whatsoever without the prior consent of the other.

18. This Contract shall be in lieu of and replace any other contract(s) between the parties. Provided, however, each party shall hereafter be required to discharge any obligation or responsibility if existing under any other agreement(s).

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their respective seals the day and date first above written.

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ATTEST:

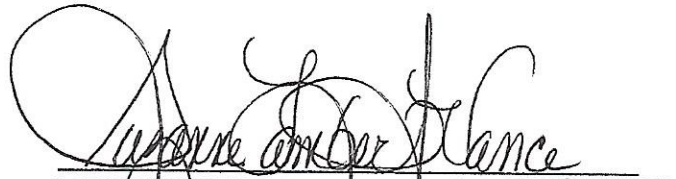
**LICKING VALLEY RURAL ELECTRIC
COOPERATIVE CORPORATION**



KERRY K. HOWARD
GENERAL MANAGER/CEO

COUNTY OF MORGAN)
STATE OF KENTUCKY)

SUBSCRIBED AND SWORN to before me by **KERRY K. HOWARD**,
General Manager/CEO for **LICKING VALLEY RURAL ELECTRIC
COOPERATIVE CORPORATION** on this 6th day of
December 2016.



NOTARY PUBLIC # 556518
STATE OF KENTUCKY AT LARGE

My Commission Expires: 05/29/2020

