

AGREEMENT #19248 FOR PAVING

This is an Agreement dated as of April 3, 2020 between **HG Wilson & Sons Contractors** a corporation with its principal place of business at **863 Contract Street Lexington, KY, 40505**(hereinafter “Contractor”) and **Kentucky-American Water Company**, a corporation with its principal place of business at **2300 Richmond Road Lexington, KY 40502** (hereinafter “KAW”).

Witnesseth as follows:

WHEREAS, Contractor is engaged in the business of **Concrete & Asphalt Paving**, and desires to contract with KAW to perform **Concrete & Asphalt Paving**

WHEREAS, Contractor accepts the responsibility for performing the required **Concrete & Asphalt Paving for Kentucky-American Water locations per attached proposal**

NOW THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, receipt and sufficiency of which is hereby acknowledged, KAW and Contractor agree as follows

1. **SCOPE OF WORK.** Contractor shall supply all supervision, inspection, material, labor, tools and equipment necessary for the proper performance of the work (hereinafter “Services”) Exhibit A, which is attached hereto and incorporated into this Agreement in its entirety
2. **PRICES.** The Contractor agrees to accept for said Services the prices listed in Exhibit A, which is attached hereto and incorporated into this Agreement in its entirety. Said prices are inclusive of all state and local taxes.
3. **TERM OF AGREEMENT.** The Term of this Agreement shall be from **April 3, 2020** to **April 3, 2021**, unless extended by KAW and Contractor in writing.
4. **PAYMENT TERMS.**
 - 4.1 All payments are due within Thirty (30) days of KAW’s receipt of Contractor’s invoice.
 - 4.2 All invoices shall be submitted for the prior week by the following Tuesday to:
Detailed invoicing requirements can be found at:
<http://supplierinfo.taulia.com/americanwater>
Supplier shall be required to register within American Water’s supplier portal once invited to effectuate invoicing and payment by American Water. Until registration and enrollment is completed, invoices should be mailed to the address listed below:

**American Water Svc Company
AP Dept 1012
1 Water Street
Camden, NJ 08102-1658**

- 4.3** In the event that KAW disputes the amount of any invoice, KAW will not be obligated to pay the disputed portion of such invoice until the parties have resolved such dispute. The parties agree to consider all good faith and reasonable solutions and to exercise all reasonable efforts to resolve such matters. In the event of any dispute with regard to a portion of the invoice, the undisputed amount shall be paid as set forth herein.
- 4.4** In the event that the portion of any invoice not under dispute is unpaid after sixty (60) days following its receipt by KAW, Contractor will notify KAW in writing that Contractor considers KAW to be delinquent in payments due Contractor under this Agreement. If KAW fails to rectify such payment delinquency within 30 days of receipt of the written notification, then Contractor may at its sole option and discretion, terminate this Agreement. Contractor reserves cumulatively all other remedies and rights provided under this Agreement.

5. KAW'S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE AGREEMENT

- 5.1** If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor's insolvency, KAW may, without prejudice to any other right or remedy KAW may have, terminate this Agreement, by giving the Contractor or receiver or trustee in bankruptcy written notice.
- 5.2** In the event the Contractor fails to perform the Services properly or its obligations hereunder, KAW may notify the Contractor in writing that the Contractor is in default of its obligations hereunder and instruct the Contractor to correct the default within three (3) business days of receiving notice (hereinafter "Notice"), or such other period as KAW may require in its sole discretion.
- 5.3** Notwithstanding the foregoing, in the event the work or action required in the Notice cannot be completed within the time period specified, the Contractor shall be considered to be in compliance with the Notice if the Contractor commences such work or action within the specified time, provides KAW with an acceptable schedule for performance and proceeds to perform in accordance with such schedule.
- 5.4** If the Contractor fails to comply with the provisions of Articles 5.2 and 5.3 herein, KAW shall be entitled to:
- (a) withhold any further payments to the Contractor until the Services are finished;
and
 - (b) charge the Contractor the full cost of completing the Services.

5.5 This Agreement may be terminated by KAW at any time, without cause, provided at least 30 days' advance written notice is provided to Contractor. Contractor may terminate this Agreement at any time, without cause, provided at least 90 days' advance written notice is provided to KAW.

5.6 The preceding provisions in this Article are not meant to exclude any right to terminate that KAW might have at law.

6. CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE AGREEMENT

6.1 If KAW is adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of KAW's insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate this Agreement, by giving KAW or receiver or trustee in bankruptcy written notice.

6.2 If the Services should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or anyone directly or indirectly employed by the Contractor, the Contractor may terminate this Agreement by giving KAW written notice.

6.3 The preceding provisions in this Article are not meant to exclude any right to terminate that the Contractor might have at law.

7. INSURANCE. Contractor shall maintain in full force and effect throughout the terms of this Agreement the types and amounts of insurance specified in Exhibit C, which is attached hereto and incorporated into this Agreement in its entirety.

8. FAILURE TO PERFORM. Neither party will be liable to the other for failure or delay in performance under this Agreement to the extent that, and for so long as, the same results from an act of God, war, labor strike or other circumstance beyond the affected party's control. Each party agrees to notify the other promptly of any such circumstance delaying its performance and to resume performance as soon as reasonably practicable.

9. ASSIGNMENT. Neither party may assign, transfer or otherwise vest in any other entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that KAW may assign this Agreement to a parent, subsidiary or Affiliate without the consent of Contractor.

10. USAGE RIGHTS. This Agreement does not grant any rights to use the water treatment residual material other than in accordance herein.

11. INDEMNIFICATION.

- 11.1** The Contractor shall indemnify and hold harmless KAW and its Affiliates, agents, and employees from and against all claims and suits for loss of or damage to property of KAW or others, including loss of use thereof, or for injuries, including death, to persons and from all judgments recovered therefore, and from all expense in defending such claims or suits, including court costs, attorney fees and other expenses caused in whole or in part, directly or indirectly, by any act or omission of the Contractor and/or its subcontractors, their respective agents, servants, or employees, and not caused by the sole fault or negligence of KAW and its Affiliates, their agents, servants, or employees. It is expressly understood and agreed that the foregoing undertaking of the Contractor to indemnify KAW and its Affiliates, their agents, servants and employees includes the obligation to indemnify and hold harmless such parties from any and all claims resulting from injury to any employee of the Contractor, which injury is in any manner related to Contractor's performance of the Services, and the fact that Contractor provides Workers' Compensation to any such injured employee shall not relieve Contractor of this obligation.
- 11.2** In any and all claims against KAW or any of its Affiliates, agents or employees or against any of Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the foregoing subsections of this Section shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.
- 11.3** Any provision of this Section in respect of indemnification which is prohibited or unenforceable by law in the state in which the Services or other performance described in this Agreement is located shall be ineffective to the extent of such prohibition or unenforceability, and shall not invalidate the remaining provisions of this Section of the Agreement.
- 11.4** Contractor warrants that it is in compliance with and will perform its obligations pursuant to all applicable laws, regulations, and permit requirements, and shall indemnify, defend, and hold harmless KAW from any breach thereof.
- 11.5** Affiliate means any corporation, partnership, joint venture, or other entity controlled by, controlling or under common control with, directly or indirectly, the KAW or any one of such entities.

12. WARRANTY. Contractor warrants that it will perform the Services with fully-trained and skilled individuals who are capable of performing such Services. Contractor further warrants that it will perform such Services in compliance with all laws, orders, rules, and regulations of all governmental and other authorities having jurisdiction over such Services, as such rules and regulations may be adopted and changed from time to time. In addition, when on KAW's premises, Contractor and its employees, subcontractors, or agents agree to adhere to all of KAW's policies and procedures, including but not limited to those regarding personnel and security.

13. THIS SECTION LEFT INTENTIONALLY

- 14. INVALID PROVISIONS.** If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law and the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 15. SURVIVAL.** The provisions of this Agreement governing confidentiality continue beyond the termination, cancellation, or expiration of this Agreement.
- 16. THIRD-PARTY BENEFICIARIES.** Contractor and KAW intend that this Agreement shall not benefit or create any right or cause of action in, against, or on behalf of any person or entity other than the parties hereto.
- 17. SECTION HEADINGS.** The section headings in this Agreement are for descriptive purposes only and are not intended to be inclusive, definitive, or to affect the meaning of the contents or script of this Agreement.

18. LAWS, NOTICES, PERMITS, AND FEES

- 18.1** This Agreement shall be interpreted in accordance with the law of the state in which the Services are performed.
- 18.2** The Contractor shall be responsible for all permits, licenses and certificates necessary for the performance of the Services.
- 18.3** The Contractor shall give all required notices and comply with all applicable Federal, state and municipal laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or become in force during the performance of this Agreement and which relate to the Services, the preservation of the public health and to construction safety, including the safety of its employees.

19. CONFIDENTIALITY.

- 19.1** The parties agree that data, documents, policies, procedures, records and other information disclosed by KAW to Contractor may be of a confidential nature, and Contractor agrees to refrain from disclosing such Confidential Information to (i) third parties or (ii) individuals within its own organization who do not have a strict need to know. All KAW information shall qualify as confidential unless it is disclosed in writing and labeled as not confidential. Any KAW Information that is disclosed orally must be confirmed as not confidential in writing to qualify for the exclusion of protection set forth in this Section. The parties also agree that Contractor's pricing schedule, proprietary tools, and basic forms may be of a confidential nature, and KAW agrees to refrain from disclosing such Confidential Information to (i) third parties or (ii) individuals within its own organization who do not have a strict need to know. Notwithstanding, the nondisclosure obligations herein shall not apply to information that: (i) is or becomes publicly known from acts or conduct other than the disclosing party, its employees, disclosing parties or agents, (ii) is independently developed by the receiving party or received from a third party having a right to disclose the information, (iii) is already in the possession of the receiving party at the time of the disclosure, or (iv) is disclosed pursuant to any final and non-appealable order of a

court. Notwithstanding anything to the contrary, the terms and conditions of this Agreement, including but not limited to pricing information, shall be considered to be the disclosing party's confidential information. Except as may be required by law, in the event that one party to this Agreement receives a summons, subpoena, regulatory order, court order or other demand to disclose any information referred to in this Agreement, each party agrees to first notify the other of such demand in writing, and shall provide opportunity for such party to lawfully object and defend any rights it may have to the information.

19.2 Contractor will permit KAW to disclose information to any consultant or third-party provider, provided (1) KAW has a confidentiality agreement with that consultant or third-party provider that ensures to the supplier not to disclose to anyone or use information for its own benefit or other customers; (2) the confidentiality agreement restricts third-party's or consultant's employees to do only what KAW needs them to do; (3) the third-party or consultant agrees to use what it learns only to help KAW do what they have been paid by customer to do, and will not use the information for themselves or for their customers

20. STANDARDS OF PERSONNEL.

20.1 Contractor acknowledges that the Federal Government has declared public- water systems, including KAW's, to be critical infrastructure essential to the continued operation of the government and the nation.

20.2 Contractor acknowledges that KAW's water and wastewater operations are governed by numerous federal and state statutes and regulations and subject to regulation by numerous Federal and state agencies.

20.3 Contractor acknowledges that, among other things, KAW provides retail water and wastewater service to the public, as authorized and regulated by public utility commissions, so that KAW has a public-service obligation to provide safe and affordable water and wastewater service to the public.

20.4 Contractor is expected to conform its business dealings with KAW in accordance with the underlying principles of American Water's Code of Ethics, a copy of which is available on the American Water's website at <http://www.amwater.com>.

20.5 Contractor will conduct, or will have conducted, a background check on each of its employees or individual subcontractors before the employee or subcontractor performs any function or activity under this Agreement that involves access to KAW's Confidential Information or on-site work at any of the KAW's facilities.

a. The background check conducted by Contractor will include at least the following:

- Previous employers and dates of employment;
- Education;
- Professional License verification;
- Military Service Verification;

- Driving record;
- Criminal history (state and federal);
- References;
- Credit history or social security number trace; and
- Personal history to the extent permitted by applicable laws and regulation.

b. Contractor's review of this information will endeavor to:

- authenticate the identity of the individual;
- insure that data is consistent with an individuals stated history and current status;
- uncover any discrepancies;
- reveal any criminal history; and
- uncover any other pertinent information tending to establish that the individual may represent a security risk to KAW's personnel, facilities, or KAW's responsibility for the public safety and the providing of safe and adequate utility services to its customers.

c. Upon request Contractor will make available for KAW's review the documentation and results of the background check with respect to any employee of Contractor performing any function under this Agreement. KAW will not retain such records or documentation and any findings from its review will be confidential.

21. EXTENT OF AGREEMENT. This Agreement contains the entire Agreement between the parties and replaces and supersedes all prior agreements and contemporaneous oral agreements, negotiations, and representations between the parties with respect to the subject matter hereof. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes all prior agreements or understandings between them with regard to that matter. This Agreement shall not be modified or changed in any manner, except by a written amendment signed by both parties and specifically designated as an amendment hereto. The parties agree that the terms and conditions stated on any purchase orders shall be superseded by these terms and conditions stated herein and shall be of no force and effect, but not all terms and conditions shall be governed exclusively by this Agreement.

22. INDEPENDENT CONTRACTOR.

Contractor is in all respects an independent contractor. Contractor shall have no authority to bind KAW by any statement, representation or promise of any kind without first obtaining KAW's specific written consent.

Contractor has exclusive liability for all contributions, taxes, deposits and payments required of employers by Federal, state or local governments with respect to wages, salaries, remuneration or benefits paid or owed by Contractor to any of Contractor's employees or others who perform work or render services for Contractor. Contractor has exclusive liability for all income, sales, use or other taxes applicable to materials, equipment, labor or performance of Services pursuant to this Agreement.

23. SAFETY & PROTECTION

Contractor shall comply with the applicable requirements of Owner's safety program. The following Owner safety programs are applicable to the Work:

American Water – Cut-Off and Ring Saw Safety Operations Practice-PRA-OPS01/02 5-1-2019

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. If Contractor notices any conflicts, errors, ambiguities, or discrepancies with Owner's safety program, Contractor shall promptly give Owner written notice, and confirm written resolution thereof by Owner is acceptable to Contractor.

Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

Owner requires that all contractors performing construction work be registered with Avetta and have the appropriate (Green Flag) rating status. Failure to achieve and maintain the required certification will result in your company being disqualified from consideration for award(s) and possible contract termination. Avetta Support is available 7am - 7pm Central time to assist you in maintaining your membership. If you have any questions feel free to contact them using any of the following:

Avetta Support Services
(800) 506-7427 Ext. 1
info@avetta.com

24. MISCELLANEOUS.

24.1 Contractor agrees to provide sufficient trucks and equipment to remove material from KAW's facilities in a timely manner, and without disruption to KAW's operations. If, upon reasonable notice and opportunity to cure, Contractor fails to remove material rapidly enough to avoid accumulation of material and subsequent disruption to KAW's operations, KAW may hire a third party at Contractor's expense.

24.2 KAW reserves the right to inspect incoming vehicles and refuse any vehicles containing any material. KAW also reserves the right to audit any Contractor documentation relating to the conveyance or ultimate disposition of KAW residual material.

24.3 Contractor agrees to reasonably repair or replace, in agreement with KAW, any structure, equipment, or material damaged in the course of performing the Services to the extent caused by the negligence of Contractor, its subcontractor, or any of their agents or employees.

23. ELECTRONIC WORK ORDERS All work is required to be completed through American Water’s Electronic WorkOrder System. Work will be assigned through this system. When work is completed, contractor will have 24 hours to have work order closed if not used in field by foreman.

24. RESTORATION Contractor is responsible for all fines related to KAW being out of compliance for failure to complete restoration work within timelines established by local ordinances

25. NOTICES. All notices herein provided for shall be considered as having been given upon being placed in the mail, certified, postage prepaid addressed to the Contractor or KAW at the address herein set forth in this agreement or to such other address as may be given to the other party in writing.

IN WITNESS WHEREOF, the parties have signed this Agreement in triplicate. One counterpart each has been delivered to KAW and Contractor. All portions of the Agreement documents have been signed or identified by KAW and Contractor.

Date:
Kentucky-American Water Company
X
Signature (Authorized Representative)
Name:(Print)
Title:

Date:
H.G. Wilson & Sons Contractors
x
Signature (Authorized Representative)
Name:(Print)
Title:

EXHIBIT A—

	Description of Services	Unit of Measure	Unit Pricing-2020
A.	2" Bituminous Surfacing on Existing Gravel or Concrete Base	Sq Ft	
B.	2" Bituminous Surfacing on 6" Concrete Base	Sq Ft	
C.	2" Bituminous Surfacing on 8" Concrete Base	Sq Ft	
D.	6" Concrete Pavement Only	Sq Ft	
E.	8" Concrete Pavement Only	Sq Ft	
F.	4" Concrete Pavement Sidewalk Replacement	Sq Ft	
G.	Hauling and Placing Crushed Stone (Materials)	Tons	
H.	Saw Cutting (Additional Item)	Lin Ft	
I.	Replacing Concrete Curb and Gutter	Lin Ft	
J.	Grading and Placing Sod	Sq Yds	
K.	Grading and Seeding	Sq Yds	
L.	6" Concrete Base with 2" Cold Mix	Sq Ft	
M.	8" Concrete Base with 2" Cold Mix	Sq Ft	
N.	Brick Sidewalk	Sq Ft	
O.	Miscellaneous Labor - Hourly Rate	Per Hour	
P.	Handicap/Wheelchair Ramp - Detectable Warning Surface	Sq Ft	
Q.	Asphalt Base - 4 Inch	Sq Ft	
R.	Asphalt Base - 6 Inch	Sq Ft	
S.	Asphalt Base - 8 Inch	Sq Ft	
T.	Flowable Fill	Cu Yd	
U.	Asphalt Base - 2 Inch	Sq Ft	
V.	8" Concrete Subgrade	Sq Ft	
W.	2" Cold Mix Only	Sq Ft	

EXHIBIT B - INSURANCE

At no expense to KAW, Contractor shall **(1)** obtain and keep in force during the term of this Agreement, and any renewals or extensions hereof, and **(2)** require its subcontractors to obtain and keep in force during the terms of their respective contracts, the following minimum insurance limits and coverage. The insurance coverage limits stated below are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as KAW's acceptance of the responsibility of Contractor.

1. Commercial General liability:
 - \$1,000,000 per occurrence Combined Single Limits
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products and Completed Operations Aggregate
 - CGL ISO 1996 or later Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent contractors, Personal Injury Coverage and Blanket Contractual Liability, and Contractors Protective Liability if the Contractor subcontracts to another all or any portion of the Work. Completed Operations shall be maintained for a period of three (3) years following Final Completion for any construction, renovation, repair and or maintenance service.

2. Workers' Compensation
 - Applicable Federal or State Requirements: Statutory Minimum
 - Employer's Liability
 - Each Accident \$1,000,000
 - Each Employee – Disease \$1,000,000
 - Voluntary workers compensation insurance coverage all employees not subject to applicable workers compensation act or acts
 - The Workers' Compensation policy shall also include U.S. Longshoreman and Harbors Workers' Compensation Act Coverage, if any Work shall be done over or within 100 feet of any body of water, or otherwise at the sole discretion of Water Company. It shall provide maritime (Jones Act) coverage if a boat or vessel of any type is used

3. Automotive Liability (including owned, hired, borrowed and non-ownership liability)
 - Bodily Injury and Property Damage \$1,000,000 each occurrence Combined Single Limits

4. Umbrella Liability
 - \$9,000,000 each occurrence and annual aggregate in excess of Employer's Liability,
 - General Liability and Automotive Liability (no more restrictive than underlying insurance)

6. Contractor will maintain in full force and effect public liability insurance in the amount required by 49 CFR - Part 387.9 Subpart A (see minimum levels of Financial Responsibility for Motor Carrier of Property - DOT). Copy of the Auto Liability Policy's Form MCS-90 shall be submitted with Contractor's certificate of insurance.

- (a) The minimum liability limits required may be satisfied through the combination of the primary General Liability, Employers' Liability, and Automotive Liability limits with an Umbrella Liability policy (with coverage no more restrictive than the underlying insurance) providing excess limits at least equal to or greater than the combined primary limits.
- (b) All Commercial General Liability including completed operations-products liability coverage, Automotive liability, and Pollution liability insurance shall designate KAW, its parent, affiliates and subsidiaries, its directors, officers and employees as an Additional Insured. All such insurance should be primary and non-contributory, and is required to respond and pay prior to any other insurance or self-insurance available to KAW. In addition to the liability limits available, such insurance will pay on behalf or will indemnify KAW for defense costs. Any other coverage available to KAW applies on a contingent and excess basis. Such insurance shall include appropriate clauses pursuant to which the insurance companies shall waive its rights of subrogation against KAW.
- (c) Contractor and any of its subcontractors shall furnish, prior to the start of work, certificates or adequate proof of the foregoing insurance including, if specifically requested by KAW, copies of the endorsements and insurance policies naming KAW as an Additional Insured. Current certificates of insurance shall be provided prior to the commencement of work and shall be maintained until completion of the Agreement. Contractor shall notify in writing, at least thirty (30) days prior to cancellation, of or a material change in a policy.
- (d) Certificate holder is included as an additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder. Excess policy follows form for Employers Liability, General Liability and Auto Liability Policies without exception and shall be indicated as such with an endorsement from the insurer.
- (e) Carriers providing coverage will be rated by A.M. Best with at least an A-rating and a financial size category of at least Class VII. Such cancellation or material alteration shall not relieve Contractor of its continuing obligation to maintain insurance coverage in accordance with this contract. Carriers shall be licensed in state(s) where work shall be performed.
- (f) If Contractor shall fail to procure and maintain said insurance, KAW, upon written notice, may, but shall not be required to, procure and maintain same, but at the expense of Contractor. In the alternative, KAW may declare a default hereunder and, unless such default is timely cured, terminate the Agreement. Unless and until the default is cured, neither Contractor nor its servants, employees or agents will be allowed to enter upon the KAW's premises.

Signed and Stored at Coupa Contract Collaboration



https://amwater-ccc.coupa.com/contracts/bsegp/signed

Document Fingerprint:
0fc1806b62cfbf0e8845bc9532c849654cd72812

American Water



Justin Sensabaugh
justin.sensabaugh@amwater.com

April 07, 2020 | 5:47pm UTC

From IP:
52.201.118.139

Signature Fingerprint:
c765b91813f109c79a363865995d967999c750f3

0000100464 | H G Wilson & Sons Contractors H G Wilson & Sons Contractors Inc



Chris Byrd
hgwsons@aol.com

April 07, 2020 | 5:13pm UTC

From IP:
74.134.68.202

Signature Fingerprint:
f7f9d05992c9247643e19bf7e2defd5d2e55b30f

CONTRACT #19248

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
HG WILSON & SONS CONTRACTORS INC.
AND
KENTUCKY-AMERICAN WATER COMPANY
DATED APRIL 3, 2020**

This Amendment No. 1 to the Original Agreement (as defined below) ("Amendment") is entered into by HG Wilson & Sons Contractors Inc., a corporation with its principal place of business located at 863 Contract Street, Lexington, KY 40505 (hereinafter "Contractor") and Kentucky-American Water Company (hereinafter "Owner") a corporation with its principal place of business at 2300 Richmond Road, Lexington, KY 40502.

RECITALS

- A. Contractor and Owner entered into an Agreement dated as of April 3, 2020 (the "Original Agreement"), regarding Concrete & Asphalt Paving services; and,
- B. Contractor and Owner desire to set forth in this Amendment certain modifications to the Original Agreement; and,
- C. In all other respects, the Original Agreement shall control the relationship between the parties and all references to the "Agreement" in the Original Agreement and this Amendment shall mean the Original Agreement as amended hereby.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Term:** As of the Effective Date, the parties agree that Term of the Agreement shall be extended to April 3, 2022.
- 2. **Other Provisions.** All other terms and conditions of the Original Agreement and its Attachments shall remain in full force and effect to the extent not modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date last written below.

HG Wilson & Sons Contractors Inc.

Kentucky-American Water Company

By: *James C. Byrd*

DocuSigned by:
By: *Justin Sensabaugh*
8CB55E5E487D440

Name: *James C. Byrd*

Name: Justin sensabaugh

Title: *President*

Title: Sr Manager Operations

Date: *3-11-2021*

Date: 3/11/2021

**AMENDMENT #2 TO
AGREEMENT BETWEEN HG WILSON & SONS CONTRACTORS, INC.
AND
KENTUCKY AMERICAN WATER COMPANY, INC.
DATED MARCH 9TH 2020**

This Amendment No. 2 to the Original Agreement (as defined below) ("Amendment") is entered by HG Wilson & Sons Contractors, Inc., a Kentucky corporation with its principal place of business located at 863 Contract Street, Lexington, KY 40505 (hereinafter "Contractor") and Kentucky-American Water Company, Inc. (hereinafter "Owner") a corporation with its principal place of business at 2300 Richmond Road, Lexington, KY 40502.

RECITALS

- A. Contractor and Owner entered into an Agreement dated as of March 9th 2020 (the "Original Agreement"), and amended by the Amendment No. 1 dated March 11th 2021 regarding Concrete and Asphalt Paving services,
- B. Contractor and KYAW desire to set forth in this Amendment certain modifications to the Original Agreement; and,
- C. In all other respects, the Original Agreement shall control the relationship between the parties and all references to the "Agreement" in the Original Agreement and this Amendment shall mean the Original Agreement as amended hereby.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Term.** As of the Effective Date, the parties agree that the term of the Original Agreement shall be extended to April 30th 2024.
- 2. **Pricing.** Exhibit A-1 will be added to Exhibit A of the Agreement, and Contractor agrees to accept for said services the prices listed in Attachment A-1, which is attached hereto and incorporated into this Amendment.
- 3. **Other Provisions.** All other terms and conditions of the Original Agreement and its Attachments shall remain in full force and effect to the extent not modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last written below (the "Effective Date").

HG Wilson & Sons Contractors, Inc. Kentucky American Water Company, Inc.

By: <u><i>James C. Byrd</i></u>	By: <u><i>David Farrar</i></u>
Name: <u>James C. Byrd</u>	Name: <u>David Farrar</u>
Title: <u>President</u>	Title: <u>VP ops</u>
Date: <u>4-2-2021</u>	Date: <u>4-5-2021</u>

Exhibit A-1

	Description of Services	Unit of Measure	Unit Pricing
A.	2" Bituminous Surfacing on Existing Gravel or Concrete Base (0 - 2000 SQ FT)	Sq Ft	[REDACTED]
A-1.	2" Bituminous Surfacing on Existing Gravel or Concrete Base (2000 - 5000 SQ FT)	Sq Ft	
A-2.	2" Bituminous Surfacing on Existing Gravel or Concrete Base (over 5000 SQ FT)	Sq Ft	
B.	2" Bituminous Surfacing on 6" Concrete Base	Sq Ft	
C.	2" Bituminous Surfacing on 8" Concrete Base	Sq Ft	
D.	6" Concrete Pavement Only	Sq Ft	
E.	8" Concrete Pavement Only	Sq Ft	
F.	4" Concrete Pavement Sidewalk Replacement	Sq Ft	
G.	Hauling and Placing Crushed Stone (Materials)	Tons	
H.	Saw Cutting (Additional Item)	Lin Ft	
I.	Replacing Concrete Curb and Gutter	Lin Ft	
J.	Grading and Placing Sod	Sq Yds	
K.	Grading and Seeding	Sq Yds	
L.	6" Concrete Base with 2" Cold Mix	Sq Ft	
M.	8" Concrete Base with 2" Cold Mix	Sq Ft	
N.	Brick Sidewalk	Sq Ft	
O.	Miscellaneous Labor - Hourly Rate	Per Hour	
P.	Handicap/Wheelchair Ramp - Detectable Warning Surface	Sq Ft	
Q.	Asphalt Base - 4 Inch	Sq Ft	
R.	Asphalt Base - 6 Inch	Sq Ft	
S.	Asphalt Base - 8 Inch	Sq Ft	
T.	Flowable Fill	Cu Yd	
U.	Asphalt Base - 2 Inch	Sq Ft	
V.	8" Concrete Subgrade	Sq Ft	
W.	2" Cold Mix Only	Sq Ft	

AMENDMENT #3 TO

AGREEMENT BETWEEN HG WILSON & SONS CONTRACTORS, INC. CONFIDENTIAL INFORMATION REDACTED

AND

KENTUCKY AMERICAN WATER COMPANY, INC.

DATED MARCH 9TH 2020

This Amendment No. 3 to the Original Agreement (as defined below) ("Amendment") is entered by HG Wilson & Sons Contractors, Inc., a Kentucky corporation with its principal place of business located at 863 Contract Street, Lexington, KY 40505 (hereinafter "Contractor") and Kentucky-American Water Company, Inc. (hereinafter "Owner") a corporation with its principal place of business at 2300 Richmond Road, Lexington, KY 40502.

RECITALS

- A. Contractor and Owner entered into an Agreement dated as of March 9th 2020 (the "Original Agreement"), and amended by the Amendment No. 1 dated March 11th 2021, and amended by the Amendment No. 2 dated April 5th 2021, regarding Concrete and Asphalt Paving services,
- B. Contractor and KYAW desire to set forth in this Amendment certain modifications to the Original Agreement; and,
- C. In all other respects, the Original Agreement shall control the relationship between the parties and all references to the "Agreement" in the Original Agreement and this Amendment shall mean the Original Agreement as amended hereby.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1 **Pricing.** Exhibit A-2 will replace Exhibit A-1 of the Agreement, and Contractor agrees to accept for said services the prices listed in Attachment A-2, which is attached hereto and incorporated into this Amendment.
- 2 **Other Provisions.** All other terms and conditions of the Original Agreement and its Attachments shall remain in full force and effect to the extent not modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last written below (the "Effective Date").

HG Wilson & Sons Contractors, Inc.

Kentucky American Water Company

By: *James C. Byrd*

By: *Shelley Porter*
DocuSigned by: F19B56F8184D4DD...

Name: *James C. Byrd*

Name: Shelley Porter

Title: *President*

Title: Director of Engineering

Date: *9-1-22*

Date: 9/1/2022

Exhibit A-2

CONFIDENTIAL INFORMATION REDACTED

	Description of Services	Unit of Measure	Unit Pricing
A.	2" Bituminous Surfacing on Existing Gravel or Concrete Base (0 - 2000 SQ FT)	Sq Ft	
A-1.	2" Bituminous Surfacing on Existing Gravel or Concrete Base (2000 - 5000 SQ FT)	Sq Ft	
A-2.	2" Bituminous Surfacing on Existing Gravel or Concrete Base (over 5000 SQ FT)	Sq Ft	
B.	2" Bituminous Surfacing on 6" Concrete Base (0 - 2500 SQ FT)	Sq Ft	
B-1.	2" Bituminous Surfacing on 6" Concrete Base (2500 - 5000 SQ FT)	Sq Ft	
B-2.	2" Bituminous Surfacing on 6" Concrete Base (over 5000 SQ FT)	Sq Ft	
C.	2" Bituminous Surfacing on 8" Concrete Base	Sq Ft	
D.	6" Concrete Pavement Only	Sq Ft	
E.	8" Concrete Pavement Only	Sq Ft	
F.	4" Concrete Pavement Sidewalk Replacement	Sq Ft	
G.	Hauling and Placing Crushed Stone (Materials)	Tons	
H.	Saw Cutting (Additional Item)	Lin Ft	
I.	Replacing Concrete Curb and Gutter	Lin Ft	
J.	Grading and Placing Sod	Sq Yds	
K.	Grading and Seeding	Sq Yds	
L.	6" Concrete Base with 2" Cold Mix	Sq Ft	
M.	8" Concrete Base with 2" Cold Mix	Sq Ft	
N.	Brick Sidewalk	Sq Ft	
O.	Miscellaneous Labor - Hourly Rate	Per Hour	
P.	Handicap/Wheelchair Ramp - Detectable Warning Surface	Sq Ft	
Q.	Asphalt Base - 4 Inch	Sq Ft	
R.	Asphalt Base - 6 Inch	Sq Ft	
S.	Asphalt Base - 8 Inch	Sq Ft	
T.	Flowable Fill	Cu Yd	
U.	Asphalt Base - 2 Inch	Sq Ft	
V.	8" Concrete Subgrade	Sq Ft	
W.	2" Cold Mix Only	Sq Ft	